

COLLECTIVE AGREEMENT

BETWEEN

THE COMMUNICATIONS SECURITY ESTABLISHMENT

AND

**THE PUBLIC SERVICE ALLIANCE
OF CANADA**

Expiry Date: February 9, 2022

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1	Recognition and Application.....	1
2	** Interpretation and Definitions	1
3	Check Off	3
4	Appointment and Time Off for Stewards	4
5	Provision of Bulletin Board Space and Other Facilities.....	4
6	No Discrimination or Harassment.....	4
7	Sick Leave	5
	7.01 Credits	
	7.02 Granting of Sick Leave	
	7.04 Advance of Credits	
	7.05 Restoration of Credits	
8	Technological Change.....	6
9	Health and Safety	6
10	Leave General.....	7
11	** Vacation Leave	7
	11.01 Vacation Year	
	11.02 Accumulation of Vacation Leave Credits	
	11.03 Granting of Vacation Leave.....	8
	11.05 Carry Over and/or Liquidation of Vacation Leave	9
	11.08 Recall from Vacation Leave	
	** 11.10 Leave when Employment Terminates	
	11.13 Advance Payments.....	10
	11.14 Cancellation of Vacation Leave	
	** 11.15 One-Time Entitlement	
12	Other Leave With or Without Pay	10
	12.01 Satisfactory Validation	
	** 12.02 Bereavement Leave with Pay	
	12.03 Court Leave with Pay	11

	**	12.04 Personnel Selection Leave with Pay	12
		12.05 Maternity Leave without Pay	
	**	12.06 Maternity Leave Allowance.....	13
		12.07 Special Maternity Allowance for Totally Disabled Employees.....	15
	**	12.08 Parental Leave without Pay	15
	**	12.09 Parental Allowance	17
		12.10 Special Parental Allowance for Totally Disabled	21
	**	12.11 Leave without Pay for the Care of Family	22
		12.12 Leave without Pay for Personal Needs	23
		12.13 Leave without Pay for Relocation of a Spouse	
	**	12.14 Leave with Pay for Family Related Responsibilities	
		12.15 Injury-on-Duty Leave with Pay	25
		12.16 Leave with and without Pay for Other Reasons	
		12.17 Examination Leave with Pay	25
	**	12.18 Personal Leave.....	26
		12.19 Maternity Related Reassignment or Leave.....	26
		12.20 Education Leave without Pay	27
		12.21 Medical Appointment for Pregnant Employees.....	27
	**	12.22 Domestic Violence Leave.....	27
13		Professional Development and Required Training.....	28
		13.01 Professional Development	
		13.02 Professional Development Consultation Committee	29
		13.03 Required Training	
14		Grievance Procedures.....	30
		14.01 General	
	**	14.03 Individual Grievances.....	30
	**	14.04 Group Grievances	
	**	14.05 Policy Grievances	
		14.06 Grievance Procedure.....	31
	**	14.29 Expedited Adjudication	34

15	Leave for Alliance Business.....	35
	** 15.01 Federal Public Service Labour Relations and Employment Board Hearings	
	15.02 Arbitration Board and Public Interest Commission Hearings	
	15.03 Adjudication.....	35
	15.04 Meetings During the Grievance Process	
	** 15.05 Contract Negotiations Meetings.....	36
	** 15.06 Preparatory Contract Negotiations Meetings	
	15.07 Meetings between the Alliance and Management	
	** 15.08 Alliance Meetings and Conventions	
	** 15.09 Representatives' Training Courses	
	** 15.10 Reimbursement	
16	Hours of Work.....	37
	16.01 General	
	16.03 Day Work	
	16.06 Variable Hours	
	16.07 Shift Work.....	38
	16.12 Flexible Hours.....	39
17	Administrative Provisions for Hours of Work Scheduled in Accordance with Clauses 16.06 or 16.11	39
	17.02 Conversion of Days to Hours	
	17.03 Leave – General	
	17.04 Implementation/Termination	
	17.05 Specific Application	
	(a) Interpretation and Definitions	
	(b) Vacation Leave & Sick Leave.....	40
	(c) Designated Holidays	
	(d) Meal Allowance.....	41
	(e) Overtime	
	(f) Pay Administration	

	(g) Hours of Work	
18	** Overtime	42
19	Designated Holidays.....	44
	19.01 Designated Holidays	
	19.05 Remuneration for Work on a Designated Holiday	45
	19.08 Overtime Meal for Work on a designated Holiday	
20	Severance Pay	46
	** 20.01	
	(a) Lay-off	
	(b) Rejection on Probation.....	46
	(c) Death	
	(d) Termination for Cause for Reasons of Incapacity or Incompetence	
	20.03 Appointment to a Position to a Separate Organization	
21	Shift and Weekend Premium.....	47
	21.01 Shift Premium	
	21.02 Weekend Premium	
22	Reporting Pay	48
23	Standby	48
24	Call-Back	49
25	No Pyramiding of Payments	50
26	Travel Time	50
27	Part-Time Employment.....	51
28	Work Descriptions	52
29	Employee Files.....	52
30	Job Security	53
31	Precedence of Legislation and the Collective Agreement	53
32	Agreement Reopener	53
33	Pay Administration.....	53
	33.02 Payment for Services Rendered	53
	33.05 Payment Following the Death of an Employee	

	33.06 Retroactivity	
	33.08 Acting Pay	
	33.09 Salary Protection Status	
	33.10 Market Allowance	
34	Membership Fees	55
35	Publications and Authorship	55
36	Consultation.....	55
37	** National Joint Council Agreements	56
38	Religious Observance.....	57
39	** Duration	57
	** APPENDIX “A”	
	Appendix “A-1” - Annual Rates of Pay (UNISON)	58
	Appendix “A-2” - UNMA Annual Rates of Pay	60
	** Appendix “A-3” – Compensation Rates for former Classification Groups and Levels to Salary Protection as a result of UNISON Conversion.....	61
	** Pay notes	62
	Conversion to UNMA pay scale	
	Transitional	
	Implementation of Pay Steps	
	Economic Increases	
	Anniversary Date	
	Incremental Increases for Full Time and Part Time Employees	
	Promotions	
	Demotions	
	Agreement Implementation	
	** APPENDIX “B” - Memorandum of Understanding (Market Allowances).....	65
	Preamble	
	Eligible Positions	
	Application	
	** APPENDIX “C” - Memorandum of Understanding	67
	(Social Justice Fund)	
	APPENDIX “D” – Memorandum of Understanding (Foreign Language Incentive Plan).....	68

APPENDIX “E” – Treasury Board’s Regulations	70
Respecting Pay on Reclassification or Conversion	
APPENDIX “F” – Memorandum of Understanding (Secure Storage and Meeting Space at LTA)....	73
APPENDIX “G” – Memorandum of Understanding (Occupational Review/Classification Reform Consultation)...	74
APPENDIX “H” Memorandum of Understanding (Child Care).....	75
** APPENDIX “I” Memorandum of Understanding (Compensation Advisor Retention Allowance)	76
** APPENDIX “J” Memorandum of Understanding.....	77
(Compensation Advisor)	
** APPENDIX “K” Memorandum of Understanding (Financial Allowances).....	79
** APPENDIX “L” Archived Provisions (Severance Pay).....	82
** APPENDIX “M” Memorandum of Understanding Collective Agreement Implementation.....	86

Asterisks (**) refer to changes from the previous collective agreement

ARTICLE 1**RECOGNITION AND APPLICATION**

1.01 The Employer (the Communications Security Establishment) recognizes the Public Service Alliance of Canada (Alliance) as the exclusive bargaining agent for all employees, as described in the certificate issued by the Public Service Staff Relations Board (PSSRB) issued on February 23, 2001 (125-13-96).

1.02 The provisions of this Agreement apply to the Alliance, the Employer and the employees.

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

2.01 For the purpose of this Agreement,

- (a) "Alliance" means the Public Service Alliance of Canada;
 - (b) "bargaining unit" (unité de négociation) means the employees of the Employer described in Article 1, Recognition and Application;
- **
- (c) "common law partner" (conjoint de fait) relationship exists when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his or her partner and continues to live with that person as if that person were his or her spouse.
- **
- (d) "compensation" (rémunération) means payment by direct deposit, cheque or in cash;
 - (e) "compensatory" leave (congé compensateur) means leave with pay in lieu of cash payment for overtime and stand by and such leave with pay will be computed and credited to an employee at the same premium rate as if the overtime had been compensated in cash;
 - (f) "continuous employment" (emploi continu) has the same meaning as in the existing rules and regulations of the Employer on the date of signing of this Agreement;
 - (g) "daily rate of pay" (taux de rémunération journalier) means an employee's weekly rate of pay divided by five (5);
 - (h) "day" (jour) means the period of twenty-four (24) consecutive hours commencing at 00:00 hour;
 - (i) "day of rest" (jour de repos) in relation to a full-time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his or her position other than by reason of the employee being on leave, absent from duty without permission or under suspension;
 - (j) "double time" (tarif double) means two (2) times the employee's hourly rate of pay;
 - (k) "employee" (employé) means a person who is a member of the bargaining unit described in clause 1.01 of Article 1, Recognition and Application;

(l) “employer” (employeur) means the Communications Security Establishment, Department of National Defence and includes any person authorized to exercise the authority of the Communications Security Establishment;

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- (m) “family” (famille) except where otherwise specified in this Agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner residing with the employee), child (including child of common-law partner), stepchild, foster child or ward of the employee, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, the employee's grandparents and relative permanently residing in the employee's household or with whom the employee permanently resides;
- (n) “fiscal year” (exercice financier) means the period of time from April 1st of one calendar year to March 31st of the following calendar year;
- (o) “headquarters area” (zone d’affectation) of an employee means an area surrounding the workplace having a radius of sixteen (16) kilometres, centered on the workplace;
- (p) “holiday” (jour férié) means the twenty-four (24) hour period commencing at 00:00 hours of a day designated as a paid holiday in this Agreement;
- (q) “hourly rate of pay” (taux de rémunération horaire) means a full-time employee's weekly rate of pay divided by thirty-seven and one-half (37 ½);
- (r) “lay-off” (mise en disponibilité) means termination of services of an employee by the Employer because of lack of work or because of the discontinuance of a service or a function;
- (s) “leave of absence” (congé) means permission to be absent from duty granted to an employee by an authorized officer of the Employer;
- (t) “membership dues” (cotisations syndicales) means the dues established pursuant to the constitution of the Alliance as dues payable by its members as a consequence of their membership in the Alliance, and shall not include any initiation fee, insurance premium or special levy;
- (u) “overtime” (heures supplémentaires) means
- in the case of a full-time employee, authorized work performed in excess of the employee's scheduled hours of work,
 - in the case of a part-time employee, authorized work performed in excess of the normal daily or weekly hours of work of a full-time employee;
- (v) “straight-time rate of pay” (tarif de base) means the employee's hourly rate of pay;
- (w) “service” (service) - employment with any department, armed forces, Royal Canadian Mounted Police, agency established to perform a function or duty on behalf of the Government of Canada.
- (x) “time and one-half” (tarif et demi) means one and one-half (1 1/2) times the employee's hourly rate of pay;

(y) "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;

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(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

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(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*.

ARTICLE 3

CHECK- OFF

3.01 Except as provided in clause 3.04, the Employer will, as a condition of employment, make every reasonable effort to have deducted an amount equal to the amount of membership dues from the monthly pay of all employees in the bargaining unit covered by this agreement.

3.02 The Alliance shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause 3.01.

3.03 For the purpose of applying clause 3.01, deductions from pay for each employee in respect of each month will start with the first full month of employment to the extent that earnings are available. When an employee does not have sufficient earnings in respect of any month to permit deductions, the Employer shall not be obligated to make deductions from subsequent pay.

3.04 An employee who satisfies the Employer to the extent that he or she declares in an affidavit filed with the Employer that he or she is a member of a religious organization whose doctrine prevents him or her as a matter of conscience from making contributions to an employee organization and that he or she will make contributions to a charitable organization as defined in the Income Tax Act equal to the membership dues shall not be subject to clause 3.01, provided that the affidavit submitted by the employee is countersigned by an official representative of the religious organization.

3.05 It is understood that the amounts deducted in accordance with clause 3.01 shall be remitted to the Alliance within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his or her behalf.

3.06 The Employer agrees to make every reasonable effort to continue past practice of having deductions for other purposes on the basis of production of appropriate documentation.

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

ARTICLE 4**APPOINTMENT AND TIME OFF FOR STEWARDS**

4.01 The Employer acknowledges the right of the Alliance to appoint employees as stewards subject to the agreement of both parties under clause 4.02.

4.02 The Employer and the Alliance shall, through consultation, determine the number and jurisdiction of stewards, having regard to the plan of organization, the distribution of employees at the work place and the administrative structure implied by the grievance procedure.

4.03 The Alliance shall notify the Employer in writing of the appointment of each steward, but any employee so appointed by the Alliance shall not be recognized nor serve as a steward until such notification has been received in writing by the Employer.

4.04 A Steward shall obtain permission of his or her immediate supervisor before leaving work to investigate employee complaints *of an urgent nature*, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Upon the resumption of the normal duties of the Steward, he or she shall report back to the supervisor, where practicable.

ARTICLE 5**PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES**

5.01 The Employer shall continue its present practice whereby it provides physical bulletin board space and will permit access to an internal network for a "Web Page" and "Forum Page", for the posting of official Alliance notices. Notices or other material shall require the prior approval of the Employer, except notices relating to the business affairs of the Alliance and social and recreational events. The Employer shall have the right to refuse the posting of any information that it considers adverse to its interests or the interests of any of its representatives.

5.02 The Employer will continue its practice of making available to the Alliance specific locations on its premises for the placement of reasonable quantities of literature of the Alliance.

ARTICLE 6**NO DISCRIMINATION OR HARASSMENT**

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

6.02 (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 6.02 (a) above, a level in the grievance procedure is waived, no other level shall be waived except by mutual consent.

ARTICLE 7**SICK LEAVE**Credits

- 7.01 (a) An employee shall earn sick leave credits at the rate of one and one-quarter (1¼) days for each calendar month in which he or she has received at least ten (10) days pay and such leave credits shall be on a cumulative basis from year to year.
- (b) A shift worker shall earn additional sick leave credits at the rate of one decimal two five (1.25) hours for each calendar month during which he or she works shifts and he or she receives pay for at least seventy-five (75) hours. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used one hundred and twelve decimal five (112.5) hours of sick leave credits during the current fiscal year.

Granting of Sick Leave

- 7.02 An employee shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury provided that:
- (a) he or she satisfies the Employer of this condition in such a manner and at such time as may be determined by the Employer, and
- (b) he or she has the necessary sick leave credits.

7.03 Unless otherwise informed by the Employer in advance, a statement (leave form) signed by the employee stating that because of illness or injury that he or she was unable to perform his or her duties, shall, when delivered to the Employer be considered as meeting the requirements of sub-clause 7.02 (a).

Advance of Credits

- 7.04 When an employee has insufficient credits to cover the granting of sick leave with pay under the provisions of clause 7.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee:
- (a) for a period of up to twenty-five (25) working days if he or she is awaiting a decision on an application for injury-on-duty leave, or
- (b) for a period of up to twenty-five (25) working days if he or she has not submitted an application for injury-on-duty leave, provided that an employee's total sick leave deficit shall not exceed twenty-five (25) days,

subject to the deduction of such advanced leave from any sick leave credits subsequently earned, or if an employee resigns, any salary overpayment shall be recovered by the Employer from the employee by other means.

Restoration of Credits

7.05 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.

7.06 If an employee becomes ill during a period of compensatory leave and such illness is supported by a medical certificate, the employee shall be granted sick leave with pay, in accordance with clause 7.02 and his or her compensatory leave credits shall be restored to the extent of any concurrent sick leave with pay granted.

7.07 Sick leave credits earned but unused by an employee during a previous period of employment with CSE shall be restored to an employee whose employment was terminated by reason of lay-off and who is reappointed by CSE within two (2) years from the date of lay-off.

7.08 Sick leave credits earned but unused by an employee during a previous period of employment with CSE shall be restored to an employee who was terminated due to the end of a specified period of employment, and who is reappointed by CSE within one (1) year from the end of the specified period of employment.

ARTICLE 8

TECHNOLOGICAL CHANGE

8.01 Both parties recognize the advantage of technological change, and will encourage and promote technological change and improvements. Both parties will also cooperate to find ways of reducing, and if possible eliminating the loss of employment, which may be the result of any major change. Before the Employer introduces any changes in technology which will result in significant changes in the employment status or working conditions of employees, the Employer, except in cases of emergency, will notify a local representative of the Alliance as far in advance as possible of the change, and in any case, at least one hundred and twenty (120) days before its implementation.

8.02 The Employer will give all reasonable consideration to the continued employment of employees whose services to the Employer would otherwise be redundant because of technological change.

8.03 The need for retraining caused by technological change shall be a topic for joint consultation, held on a timely basis, under the umbrella of the Joint Consultation Committee, with representatives of employees affected by the technological changes and the Employer.

ARTICLE 9

HEALTH AND SAFETY

9.01 The Employer shall continue to ensure the occupational health and safety of employees. To this end, the Employer welcomes the continued participation of the employee representatives from the Establishment on the Health and Safety Committee, a recognized legal joint union-management responsibility.

9.02 All employees shall make every reasonable effort to reduce and obviate risk of employment injury.

9.03 The parties recognize the Canada Labour Code (CLC), Part II, and all provisions and regulations flowing from the CLC as the authority governing occupational health and safety in CSE.

9.04 The parties recognize the importance of the principle of the Right to Know, the Right to Participate, and the Right to Refuse as outlined in the CLC, Part II.

9.05 The Employer shall make reasonable provisions for the occupational health and safety of employees.

The Employer will welcome suggestions on the subject from the Alliance 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.

ARTICLE 10

LEAVE GENERAL

10.01 When an employee has been permitted to liquidate more vacation or sick leave with pay than he or she has earned and his or her employment is terminated by death, the employee shall be considered to have earned such leave.

10.02 When an employee has been permitted to liquidate more vacation or sick leave with pay than he or she has earned, and his or her employment is terminated by lay-off, he or she shall be considered to have earned such leave if at the time of his or her lay-off he or she has completed two (2) or more years of continuous employment. Following written notice of lay-off, an employee is entitled to liquidate earned leave only.

10.03 In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from the employee directly or from any monies owed the employee by the Employer an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the employee's substantive rate of pay on the date of termination of the employee's employment.

10.04 The amount of leave with pay credited to an employee by the Employer at the time when this Agreement becomes effective, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee except as provided for in those clauses providing for the liquidation of compensatory leave.

10.05 An employee is entitled, once in each fiscal year, to be informed upon request, of the balance of his or her vacation, compensatory and sick leave credits.

10.06 An employee is not entitled to leave with pay during periods he or she is on leave without pay or under suspension.

****ARTICLE 11**

VACATION LEAVE

11.01 The vacation year shall be from April 1st to March 31st inclusive, of the following calendar year.

Accumulation of Vacation Leave Credits

11.02 An employee shall earn vacation leave credits at the following rate for each calendar month in which he or she receives at least ten (10) days' pay:

- (a) one and one-quarter (1¼) days until the month in which the anniversary of his or her eighth (8th) year of service occurs;
- (b) one and two-thirds (1⅔) days commencing with the month in which his or her eight (8th) anniversary of service occurs;

- (c) one and five-sixths ($15/6$) days commencing with the month in which his or her sixteenth (16^{th}) anniversary of service occurs;
- (d) one and eleven-twelfths ($111/12$) days commencing with the month in which his or her seventeenth (17^{th}) anniversary of service occurs;
- (e) two and one-twelfth ($21/12$) days commencing with the month in which his or her eighteenth (18^{th}) anniversary of service occurs;
- (f) two and one quarter ($2\frac{1}{4}$) days commencing with the month in which his or her twenty-seventh (27^{th}) anniversary of service occurs;
- (g) two and one-half ($2\frac{1}{2}$) days commencing with the month in which his or her twenty-eighth (28^{th}) anniversary of service occurs;
- (h) for the purpose of clause 11.02, all service, whether continuous or discontinuous, shall count toward vacation leave.
 - (i) for the purpose of clause 11.02 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.
 - (ii) for the purpose of clause 11.02 only, effective April 1, 2012 on a go forward basis, any former service as a member the Royal Canadian Mounted Police for a continuous period of six (6) months or more shall also be included in the calculation of vacation leave credits.

Granting of Vacation Leave

11.03 Both parties agree that although vacation leave credits are earned as a matter of right, the scheduling and granting of such leave must be authorized in advance before such leave is taken. The scheduling and granting of vacation leave should be so arranged as to adequately meet operational requirements, and subject to said operational requirements, an employee may:

- (a) during the first six (6) calendar months of employment only be granted vacation leave up to the amount of earned credits;
- (b) after the first six (6) calendar months of employment be granted an administrative advance of vacation leave credits to the extent of credits that would be accumulated by the end of the vacation year concerned,
- (c) be granted vacation leave on any shift.

11.04 When in respect of any period of vacation leave an employee is granted:

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

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

Carry-over and/or Liquidation of Vacation Leave

11.05 When in any vacation year an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave up to a maximum of thirty five (35) days shall be carried over into the following fiscal year. Any unused leave credits in excess of thirty five (35) days will be paid to the employee in cash at the employee's rate of pay based on his or her substantive position on the last day of the vacation year.

11.06 During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of fifteen (15) days may be paid in cash at the employee's daily rate of pay as calculated from the rate of pay for the classification of his or her substantive position on March 31st of the previous vacation year.

11.07 On request, the Chief CSE or designate may, after considering the particular circumstances involved, grant carry over and/or liquidation of leave in a manner different than that provided for in clause 11.05 and 11.06.

Recall from Vacation Leave

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

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

after submitting such accounts, and within such time limits as are normally required by the Employer.

11.09 The employee shall not be considered as being on vacation leave for any period in respect of which he or she is entitled to be reimbursed under clause 11.08 for reasonable expenses incurred by him or her.

Leave when Employment Terminates

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11.10 Except as provided in clause 11.11 when the employment of an employee is terminated for any reason, the employee or his or her estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave to his or her credit by the daily rate of pay as calculated from the rate of pay for the classification of his or her substantive position on the date of the termination of his or her employment.

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

11.12 An employee whose employment is terminated by reason of abandonment of his or her position is entitled to receive the payments referred to in clause 11.10 above if he or she so requests such payments in

writing within the six (6) months following the date upon which his or her employment is terminated by a declaration by the Employer.

Advance Payments

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

Cancellation of Vacation Leave

11.14 When the Employer cancels or alters a period of vacation leave which it previously approved in writing, the Employer shall reimburse the employee for the non-refundable 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 to the Employer.

One-Time Entitlement

**

- 11.15 (a) Employees shall be credited 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 11.02(h).
- (b) The vacation leave credits provided for in clause 11.15(a) above shall be excluded from the application of paragraph 11.05 dealing with the carry-over of vacation leave.

**** ARTICLE 12**

OTHER LEAVE WITH OR WITHOUT PAY

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

**

12.02 Bereavement Leave With Pay

- (a) For the purpose of this article, "family" is defined per Article 2 and in addition for this clause to 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. An employee shall be entitled to bereavement leave for a person who stands in the place of a relative for the employee whether or

not there is any degree of consanguinity between such person and the employee only once during the employee's total period of employment in the public service

- (b) When a member of an employee's family dies, the employee shall be entitled to a bereavement leave with pay. Such bereavement leave, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period, 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.
- (c) 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.
- (d) 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.
- (e) An employee is entitled to one (1) day of bereavement leave with pay for purposes related to the death of his or her brother-in-law or sister-in-law and grandparents of spouse.
- (f) If during a period of paid leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under sub-clauses (b) or (e) of this clause, he or she shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- (g) It is recognized by the parties that the circumstances, which call for leave in respect of bereavement, are based on individual circumstances. On request, the Chief of CSE may, after considering the particular circumstances involved, grant leave with pay for a greater period, and/or in a manner different than that provided for in sub-clauses 12.02 (b) and (e).

12.03 Court Leave With Pay

The Employer shall grant leave with pay to an employee for the period of time that he or she is required:

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

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

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12.04 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 by the *Federal Public Sector Labour Relations Act*, the employee is entitled to leave with pay for the period during which the employee's presence is required for the purpose of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his or her presence is so required.

12.05 Maternity Leave without Pay

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.
- (b) Notwithstanding paragraph (a):
 - (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized, or
 - (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized, the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of eighteen (18) weeks.
- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- (e) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 7, Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 7, Sick Leave With Pay, shall include medical disability related to pregnancy.

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

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12.06 Maternity Allowance

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:
- i. has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
 - ii. provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or Québec Parental Insurance plans in respect of insurable employment with the Employer, and
 - iii. has signed an agreement with the Employer stating that:
 - (A) she will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act, on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
 - (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;
 - (C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, she will be indebted to the Employer for an amount determined as follows:

(allowance received)	X	(remaining period to be worked following her return to work)
		<hr style="width: 100%;"/>
		[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 market allowance for each week of the waiting period, less any other monies earned during this period,
 - (ii) for each week that the employee receives a maternity benefit under the Employment Insurance or Québec Parental Insurance plans, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate of pay and the market 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 at ninety-three per cent (93%) of her weekly rate of pay (and the “market allowance”, if applicable), less any other monies earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 12.06(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 Québec 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 Parental Insurance Act in Québec.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.

- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate and the market allowance to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f), 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 market allowance she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

12.07 Special Maternity Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 12.06(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 Québec Parental Insurance maternity benefits, and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 12.06(a), other than those specified in sections (A) and (B) of subparagraph 12.06(a)(iii), shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of her weekly rate of pay and the market allowance, and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.
- (b) An employee shall be paid an allowance under this clause and under clause 12.06 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits under the Employment Insurance or Québec Parental Insurance plans had she not been disqualified from Employment Insurance or Québec Parental Insurance maternity benefits for the reasons described in subparagraph (a)(i).

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12.08 Parental Leave Without Pay

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

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

- b. Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for either:
- i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option)
 - or
 - ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),
- beginning on the day on which the child comes into the employee's care.
- c. Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in ~~the~~ paragraphs (a) and (b) above may be taken in two (2) periods.
- d. Notwithstanding paragraphs (a) and (b):
- i. where the employee's child is hospitalized within the period defined in the above paragraphs and the employee has not yet proceeded on parental leave without pay, or
 - ii. where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period while 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.
- e. An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks before the commencement date of such leave;
- f. The Employer may:
- i. defer the commencement of parental leave without pay at the request of the employee;
 - ii. grant the employee parental leave without pay with less than four (4) weeks' notice;
 - iii. require an employee to submit a birth certificate or proof of adoption of the child.
- g. Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

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12.09 Parental Allowance

Under the Employment Insurance (EI) benefits plan, parental allowance is payable under two (2) options, either:

- Option 1: standard parental benefits, paragraphs 12.09(c) to (k),
- or
- Option 2: extended parental benefits, paragraphs 12.09 (l) to (t).

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

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

Parental Allowance Administration

- a. An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i) or (l) to (r), providing 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 Québec Parental Insurance Plan in respect of insurable employment with the Employer, and
 - iii. has signed an agreement with the Employer stating that:
 - A. the employee will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act, on the expiry date of 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 12.06 (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 12.06(a)(iii)(B), if applicable;
 - C. should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, he or she will be indebted to the Employer for an amount determined as follows:

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

 [total period to be worked as specified in division (B)]

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

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

Option 1 – Standard Parental Allowance

- c. Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- i. where an employee on parental leave without pay as described in subparagraphs 12.08(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 market allowance if applicable) for each week of the waiting period, less any other monies earned during this period;
 - ii. for each week the employee receives parental, adoption or paternity benefit under the Employment Insurance or the Québec 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 market allowance if applicable) and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;
 - iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks paternity under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay for each week (and the market allowance if applicable), less any other monies earned during this period;
 - iv. where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay (and the market 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, at ninety-three per cent (93%) of his or her weekly rate of pay (and the market 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 12.06 (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, at ninety-three per cent (93%) of their weekly rate of pay (and the market 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 12.06(c)(iii) and 12.09(c)(v) for the same child;
- d. At the employee's request, the payment referred to in subparagraph 12.09(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 market 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 market allowance if applicable) the employee was being paid on that day.
 - i. Where an employee becomes eligible for a pay increment or pay revision that would increase the parental allowance while in receipt of parental allowance, the allowance shall be adjusted accordingly.

- j. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- k. The maximum combined, shared, maternity and standard parental allowances payable shall not exceed fifty-seven (57) weeks for each combined maternity and parental leave without pay.

Option 2 - Extended Parental Allowance:

- l. Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
 - i. where an employee on parental leave without pay as described in subparagraphs 12.08 (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 market 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 market 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, at fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 12.06 (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 12.06 (c)(iii) for the same child;
- m. At the employee's request, the payment referred to in subparagraph 12.09 l)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.
- n. The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that 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 market 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 market 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.

12.10 Special Parental Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 12.09 (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 Québec Parental Insurance Plan benefits, and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 12.09(a), other than those specified in sections (A) and (B) of subparagraph 12.09(a)(iii), shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the market allowance, and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 12.09 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or Québec Parental Insurance plans, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in subparagraph (a)(i).

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12.11 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 family. For the purpose of this article, “family” is defined per Article 2 and in addition for this clause to 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) 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;
 - (v) such leave shall be deducted from the calculation of “continuous employment” for the calculation of severance pay and “service” for the calculation of vacation leave;
 - (vi) time spent on such leave shall not be counted for pay increment purposes.
- (c) It is recognized by the parties that the circumstances, which call for leave in respect of care of family, are based on individual circumstances. On request, the Chief of CSE may, after considering the particular circumstances involved, grant leave without pay for a greater period, and/or in a manner different than that provided for in this article.
- (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 Pay for the Care and Nurturing of Pre-School Age Children under the terms of previous Communications Security Establishment collective agreements or other collective agreements will not count towards the calculation of the maximum amount of time allowed for Care of Family during an employee’s total period of employment in the Public Service.
- (f) Caregiving Leave:
 - i. 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 shall be granted leave without pay while in receipt of these benefits.

- ii. The leave without pay described in 12.11(f)(i) 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.
- iii. 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.
- iv. 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, clause 12.11(f)(i) above ceases to apply.
- v. 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.

12.12 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 for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
- (c) an employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of this clause during the employee’s total employment in the CSE. 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 (a) of this clause shall be counted for the calculation of “continuous employment” for the purpose of severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes;
- (e) leave without pay granted under (b) of this clause shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not count for pay increment purposes.

12.13 Leave Without Pay for Relocation of a Spouse

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

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

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12.14 Leave With Pay for Family-Related Responsibilities

- (a) For the purpose of this clause, family is defined as:

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- (i) spouse, (or common-law partner resident with the employee);
 - (ii) children (including foster children, step-children or children of spouse or common-law partner and ward of the employee);
 - (iii) parents (including step-parents or foster parents), father-in-law, mother-in-law,
 - (iv) brother, sister, step-brother, step-sister,
 - (v) grandparents and grandchildren of the employee,
 - (vi) any relative permanently residing in the employee's household or with whom the employee permanently resides;
 - (vii) any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee or,
 - (viii) 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 five (37.5) hours in a fiscal year.
- (c) The Employer shall grant leave with pay under the following circumstances:
- (i) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
 - (ii) to provide for the immediate and temporary care of a member of the employee’s family and to provide the employee with time to make alternate care arrangements;
 - (iii) for needs directly related to the birth or 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 out of the thirty-seven decimal five (37.5) hours stipulated in paragraph 12.14 (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.
- (d) Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under 12.14 c) ii), on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

12.15 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 when a claim has been made pursuant to the *Government Employees Compensation Act*, and a Workers' Compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

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

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

12.16 Leave With or Without Pay for Other Reasons

At its discretion, the Employer may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for duty. Such leave shall not be unreasonably withheld;
- (b) leave without pay for purposes other than those specified in this agreement;
- (c) leave with pay may be granted if required to enable an employee to attend to urgent business arising from a serious domestic contingency or difficulty. Such leave shall not be unreasonably withheld;
- (d) leave with pay for purposes other than those specified in this Agreement, including military or civil defence training, and emergencies affecting the community of place of work. With reference to federal, provincial and municipal elections, excused duty for voting purposes shall be sufficient to allow an employee the number of consecutive hours to vote immediately prior to closing of the polls specified in the *Canada Elections Act* or relevant provincial or municipal election act.

12.17 Examination Leave With Pay

At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work. Such leave will only

be granted where in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve his or her qualifications.

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12.18 Personal Leave

Subject to operation 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 to both 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.

12.19 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 fifty-second (52nd) week following the birth, request the Employer to modify her job function or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child.
- (b) An employee's request under clause 12.19 (a) must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.
- (c) An employee who has made a request under clause 12.19 (a) is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:
 - (i) modifies her job functions or reassigns her; or
 - (ii) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.
- (d) Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.
- (e) Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than fifty-two (52) weeks after the birth.
- (f) An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice may be accompanied by a new medical certificate.

12.20 Education Leave Without Pay

- (a) Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill his or her present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.
- (b) At the Employer's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to 100% (one hundred per cent) of his or her 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 of the granting of education leave without pay, 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:

- (i) fails to complete the course;
- (ii) does not resume employment with the Employer on completion of the course; or
- (iii) ceases to be employed, except by reason of death or lay-off, before termination of the period he or she has undertaken to serve after completion of the course;

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

12.21 Medical Appointment for Pregnant Employees

Up to three decimal seven five (3.75) hours of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.

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.

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12.22 Domestic Violence Leave

For the purpose of this article domestic violence is considered to be any form of abuse or neglect that an employee or an employee's child experiences from a family member, or from someone with whom the employee has or had an intimate relationship.

- a. The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.
- b. Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence shall be granted domestic violence leave in order to enable the employee, in respect of such violence:
 - i. to seek care and/or support for themselves or their 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. Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this article shall, when delivered to the Employer, be considered as meeting the requirements of this article.
- e. Notwithstanding clauses 12.22(b) and 12.22(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 13

PROFESSIONAL DEVELOPMENT AND REQUIRED TRAINING

13.01 Professional Development

- (a) General:
 - (i) The parties to this Agreement share a desire to improve professional, technical, official languages and administrative standards in the workplace by giving employees the opportunity on occasion to attend or participate in professional development activities described in this clause
 - (iii) When the Employer determines that professional development opportunities arise, the Employer shall make every reasonable effort to allocate the professional development opportunities on an equitable basis.

- (b) Definitions:
- (i) Professional Development: An activity that assists employees further their careers and is aligned with CSE's business priorities and management improvement objectives of the organization. It includes courses, programs or learning events sponsored by a variety of service providers (e.g. in-house, the Canada School of Public Service, academic institutions and the private sector).
 - (ii) Travel Status: Occurs when an employee is on authorized government travel.
- (c) Subject to the Employer's approval, an employee shall receive leave with pay in order to participate in professional development activities (e.g. courses, conferences, conventions, symposia, workshop, etc.). In the event of a denial, the Employer shall provide reason(s) to the employee. Such reason(s) shall be provided in writing, at the request of the employee.
- (d) An employee selected for professional development under this clause shall continue to receive his or her normal compensation including any increase for which he or she may become eligible.
- (e) An employee selected for professional development under this clause shall not be entitled to any compensation under the Overtime or Travel Time provisions of this Agreement. The employee may be reimbursed for reasonable travel expenses and such other additional expenses, as the Employer deems appropriate.
- (f) The Employer shall pay the Registration fees of the convention, conference or symposia the employee is attending.
- (g) An employee who participates in professional development activities outside of the assigned workplace, as approved by the Employer, shall be deemed to be on travel status.

13.02 Professional Development Consultation Committee

- (a) The parties to this Collective Agreement acknowledge the mutual benefits to be derived from consultation on Professional Development. To this effect the parties agree that such consultation will be held at the existing Joint Consultation Committee or through the creation of a Professional Development Consultation Committee.
- (b) 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.
- (c) 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.
- (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.

13.03 Required Training

- (a) Required training is defined as training to develop the knowledge, skills and behaviours that an employee needs to effectively perform his or her work at CSE, having regard for the nature of the work to be performed (e.g. information management), as determined by the Employer.
- (b) When the employee is on required training (e.g. courses, conferences, conventions, symposia, workshop, etc.), the employee will be subject to the terms and conditions of the collective agreement and will be deemed to be at work.

ARTICLE 14

GRIEVANCE PROCEDURE

General

14.01 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.

14.02 The parties recognize the value of informal discussion between employees and their supervisors and between the Alliance 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 Alliance, within the time limits prescribed in clause 14.15, 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.

Individual Grievances

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14.03 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.

Group Grievances

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14.04 Subject to and as provided in section 215 of the *Federal Public Sector Labour Relations Act*, the Alliance 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 Alliance must first obtain the written consent of each of the employees concerned.
- (b) A group grievance shall not be deemed to be invalid by reason only of the fact that the consent is not in accordance with Form 19.
- (c) A group grievance must relate to employees in a single portion of the Federal Public Administration.

Policy Grievances

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

- (a) A policy grievance may be presented by the Alliance only at the final level of the grievance procedure, to an authorized representative of the Employer. The Employer shall inform the Alliance of the name, title and address of this representative.
- (b) The grievance procedure for a policy grievance by the Employer shall also be composed of a single level, with the grievance presented to an authorized representative of the Alliance. The Alliance shall inform the Employer of the name, title and address of this representative.

Grievance Procedure

14.06 For the purposes of this Article, a grievor is an employee or, in the case of a group or policy grievance, the Alliance.

14.07 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.

14.08 A grievor wishing to present a grievance at any prescribed level 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 level,
and
- (b) provide the grievor with a receipt stating the date on which the grievance was received.

14.09 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.

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14.10 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 14.08, 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 Alliance.

14.11 There shall be no more than a maximum of three (3) steps in the grievance procedure. The final step shall be the Chief, Communications Security Establishment or an authorized representative.

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

14.13 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 Alliance.

14.14 An employee may be assisted and/or represented by the Alliance when presenting a grievance at any level. The Alliance shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

14.15 A grievor may present a grievance to the first level of the procedure in the manner prescribed in clause 14.08, 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 14.05 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.

14.16 A grievor may present a grievance at each succeeding level in the grievance procedure beyond the first level 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 14.17, within fifteen (15) days after presentation by the grievor of the grievance at the previous level.

14.17 The Employer shall normally reply to a grievance at any level of the grievance procedure, except the final level, within ten (10) days after the grievance is presented, and within twenty (20) days where the grievance is presented at the final level except in the case of a policy grievance, to which the Employer shall normally respond within thirty (30) days. The Alliance shall normally reply to a policy grievance presented by the Employer within thirty (30) days.

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

14.19 The decision given by the Employer at the Final Level in the grievance procedure shall be final and binding upon the employee unless the grievance is a class of grievance that may be referred to adjudication.

14.20 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.

14.21 Where the provisions of clause 14.08 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 level 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 level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

14.22 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the grievor and, where appropriate the Alliance representative.

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

14.24 Where the Employer demotes or terminates an employee for cause pursuant to paragraph 12(2)(c) or (d) of the *Financial Administration Act*, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be presented at the final level only.

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

14.26 Any grievor who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond the grievor's control, the grievor was unable to comply with the prescribed time limits.

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14.27 Where a grievance has been presented up to and including the final level in the grievance procedure with respect to:

- (a) the interpretation or application of a provision of this Collective Agreement or related Arbitral Award,
or
- (b) termination of employment or demotion pursuant to paragraph 12(2)(c) or (d) of the *Financial Administration Act*,
or
- (c) disciplinary action resulting in suspension or financial penalty,

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

14.28 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 Alliance signifies:

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

Expedited Adjudication

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

- (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) When the parties agree that a particular grievance will proceed through Expedited Adjudication, the Alliance will submit to the Federal Public Sector Labour Relations and Employment Board (FPSLREB) the consent form signed by the grievor or the bargaining agent.
- (c) 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 the hearing.
- (d) No witnesses will testify.
- (e) The Adjudicator will be appointed by the FPSLREB from among its members who have had at least three (3) years of experience as a member of the Board.
- (f) 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 schedule.
- (g) The Adjudicator will make an oral determination at the hearing, which will be recorded and initialed 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.
- (h) 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 15****LEAVE FOR ALLIANCE BUSINESS****15.01 Federal Public Sector Labour Relations and Employment Board Hearings****** (a) Complaints made to the Federal Public Sector Labour Relations and Employment Board**

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

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

**** (b) Applications for Certification, Representations and Interventions with Respect to Applications for Certification**

Employer will grant leave with pay:

- (i) to an employee who represents the Alliance in an application for certification or in an intervention; and
- (ii) to an employee who makes personal representations with respect to a certification.

**** (c) Employee called as a witness**

The Employer will grant leave with pay:

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

15.02 Arbitration Board and Public Interest Commission Hearings

- (a) Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Alliance before an Arbitration Board or Public Interest Commission.
- (b) The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board or Public Interest Commission and, where operational requirements permit, leave with pay to an employee called as a witness by the Alliance.

15.03 Adjudication

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

- (a) a party to the adjudication,

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

15.04 Meetings During the Grievance Process

(a) Employee Presenting a Grievance

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

- (i) where the Employer originates a meeting with the employee who has presented a 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
- (ii) 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.

(b) Employee who acts as a 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.

(c) Grievance Investigation

Where an employee has asked or is obliged to be represented by the Alliance in relation to the presentation of a grievance and an employee acting on behalf of the Alliance 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 employees and leave without pay when it takes place outside the headquarters area of such employees.

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15.05 Contract Negotiations Meetings

The Employer will grant leave with pay to a reasonable number of employees for the purpose of attending contract negotiations meetings on behalf of the Alliance.

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15.06 Preparatory Contract Negotiations Meetings

Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees to attend preparatory contract negotiations meetings.

15.07 Meetings between the Alliance and Management

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

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15.08 Alliance Meetings and Conventions

Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees to attend meetings of the Board of Directors of the Alliance, meetings of the National Executive of the Component, Executive Board meetings of the Alliance, and conventions of the Alliance, the Component, the Canadian Labour Congress and the Territorial and Provincial Federations of Labour.

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15.09 Representatives' Training Courses

Where operational requirements permit, the Employer will grant leave with pay to employees who exercise the authority of a representative on behalf of the Alliance to undertake training related to the duties of a representative.

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15.10 Reimbursement

The PSAC will reimburse the employer for the salary and benefit costs of the employee during the period of approved leave with pay according to the terms established by joint agreement.

ARTICLE 16**HOURS OF WORK****General**

16.01 For the purpose of this Article, a week shall consist of seven (7) consecutive days beginning at 00:00 hours Monday morning and ending at 24:00 hours Sunday.

16.02 Nothing in this Agreement shall be construed as guaranteeing minimum or maximum hours of work.

Day Work

16.03 The scheduled work week shall be thirty-seven and one-half (37 ½) hours from Monday to Friday inclusive, and the scheduled workday shall be seven and one half (7½) consecutive hours, exclusive of a meal break of not less than thirty (30) minutes. The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day except on occasions when operational requirements do not permit.

16.04 Where scheduled hours are to be changed so that they are different from those specified in clause 16.03, the Employer in advance, except in cases of emergency, will consult with the local representative of the Bargaining Agent on such hours of work and in such consultation will establish that such hours are required for an efficient operation.

16.05 An employee whose hours of work are scheduled in accordance with clause 16.03 and whose hours of work are changed to extend before or beyond the hours of 6 a.m. and 6 p.m., and who has not received at least five (5) days' notice in advance of the starting time of such change, shall be paid the first day or shift worked subsequent to such change at the rate of time and one-half (1 ½). Subsequent days or shifts worked on the revised schedule shall be paid at the straight-time rate, subject to the overtime provisions of this agreement.

Variable Hours

- 16.06 (a) Notwithstanding the provisions of clause 16.03, upon request of an employee and the concurrence of the Employer, an employee may complete his or her weekly hours of employment in a period of other than five (5) full working days provided that over a period of twenty-eight (28) calendar days the employee works an average of thirty-seven and one-half (37 ½) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for him or her.
- (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.
- (c) Employees covered by this clause shall be subject to the administrative provisions in Article 17.

Shift Work

16.07 When, because of operational requirements of the service, hours of work are scheduled for an employee on a rotating or irregular basis, they shall be scheduled so that employees:

- (a) work an average of thirty-seven and one-half (37 ½) hours and an average of five (5) days per week;
- (b) work seven and one-half (7 ½) hours per day, exclusive of a one-half (½) hour meal break;
- (c) obtain an average of two (2) days of rest per week;
- (d) obtain at least two (2) consecutive days of rest, except when days of rest are separated by a designated paid holiday, which is not worked.
- (e) covered by this clause shall work no more than seven (7) consecutive shifts at the straight-time rate between days of rest, except by the application of clause 16.09.

16.08 Where an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:

- (a) on the day it commenced where half or more of the hours worked fall on that day, or
- (b) on the day it terminated where more than half of the hours worked fall on that day.

Accordingly, the first day of rest will be considered to start immediately after midnight of the calendar day on which the employee worked or is considered to have worked his or her last scheduled shift; and the second day of rest will start immediately after midnight of the employee's first day of rest.

16.09 Provided that sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

- 16.10 (a) An employee who is required to change his or her scheduled shift without receiving at least five (5) days notice in advance of the starting time of such change in his or her scheduled shift, shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1½). Subsequent shifts worked on the revised schedule shall be paid for the straight time rate, subject to the overtime provisions of this Agreement.
- (b) When an employees shifts are scheduled so that the starting times are less than twenty-four (24) hours apart, the employee shall be paid at the rate of time and one-half (1 ½) for the shift worked that commences less than twenty-four hours after the scheduled starting time of the previous shift.

16.11 Notwithstanding the provisions of clause 16.07, consultation may be held at the local level with a view to establishing shifts that are in excess of seven and one-half (7½) hours of work. Such consultation will include all aspects of arrangements of the shift schedules. Application of this clause shall provide that the employees work an average of thirty-seven and one-half (37 ½) hours a week over the life of the schedule, and must meet the operational requirements as determined by the Employer. The maximum life of the schedule shall be six (6) months. Once a mutually acceptable agreement is reached at the local level, the proposed shift schedule will be submitted to the appropriate Component and Employer levels for information purposes only before implementation.

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.

Employees covered by this clause shall be subject to the administrative provisions of Article 17.

Flexible Hours

16.12 Subject to operational requirements as determined by the Employer from time to time, an employee shall have the right to select and request flexible hours between 6:00 a.m. and 6:00 p.m. and such request shall not be unreasonably denied.

ARTICLE 17

ADMINISTRATIVE PROVISIONS FOR HOURS OF WORK

SCHEDULED IN ACCORDANCE WITH

CLAUSES 16.06 OR 16.11

17.01 Employees whose shift schedules are established in accordance with clause 16.11 or an employee whose weekly hours of work are approved in accordance with clause 16.06, Hours of Work, shall be subject to the following provisions, which modify the Collective Agreement for such employees to the extent specified herein.

Conversion of Days to Hours

17.02 The provisions of the Collective Agreement that specify days shall be converted to hours. Where the Collective Agreement refers to a “day” it shall be converted to seven and one-half (7½) hours.

Leave - General

17.03 All leave provisions that specify days shall be converted to hours as follows:

- (a) one-half ($\frac{1}{2}$) day - three decimal seven five (3.75) hours
- (b) one (1) day - seven decimal five zero (7.50) hours
- (c) one and one-quarter ($1\frac{1}{4}$) days - nine decimal three seven five (9.375) hours
- (d) one and two-thirds ($1\frac{2}{3}$) days - twelve decimal five zero (12.50) hours
- (e) one and eleven/twelve ($1\frac{11}{12}$) - fourteen decimal three seven five (14.375) hours
- (f) two and one-twelfth ($2\frac{1}{12}$) days - fifteen decimal six two five (15.625) hours
- (g) two and one-third ($2\frac{1}{3}$) days - seventeen decimal five zero (17.50) hours
- (h) two and one-half ($2\frac{1}{2}$) days - eighteen decimal seven five (18.75) hours

Implementation/Termination

17.04 Effective the date on which the provisions of this Article apply to an employee, the accrued leave credits shall be converted to hours. Effective on the date on which an employee ceases to be subject to the provisions of this Article, the accrued credits shall be converted to days.

SPECIFIC APPLICATION

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

- (a) Interpretation and Definitions
“daily rate of pay” does not apply.
- (b) Vacation Leave & Sick Leave

An employee shall earn vacation and sick leave credits at the converted amounts as follows:

- (i) one quarter day = one decimal eight seven five (1.875) hours
- (ii) one-half ($\frac{1}{2}$) day = three decimal seven five (3.75) hours
- (iii) one (1) day = seven decimal five zero (7.50) hours
- (iv) one and one-quarter ($1\frac{1}{4}$) days = nine decimal three seven five (9.375) hours
- (v) one and two-thirds ($1\frac{2}{3}$) days = twelve decimal five zero (12.50) hours
- (vi) one and five-sixths ($1\frac{5}{6}$) days = thirteen decimal seven five (13.75) hours
- (vii) one and eleven/twelve ($1\frac{11}{12}$) = fourteen decimal three seven five (14.375) hours

- (viii) two and one-twelfth ($2\frac{1}{12}$) days = fifteen decimal six two five (15.625) hours
- (ix) two and one-quarter ($2\frac{1}{4}$) days = sixteen decimal eight seven five (16.875) hours
- (x) two and one-third ($2\frac{1}{3}$) days = seventeen decimal five zero (17.50) hours
- (xi) two and one-half ($2\frac{1}{2}$) days = eighteen decimal seven five (18.75) hours.

Leave will be granted on an hourly basis with the hours debited for each day of vacation or sick leave being the same as the hours the employee would normally have been scheduled to work, exclusive of a meal break.

(c) Designated Holidays

Remuneration for Work on a Designated Holiday

- (i) A designated holiday shall be seven and one-half ($7\frac{1}{2}$) hours only for the purpose of holiday pay.
- (ii) When an employee works on a designated holiday the employee shall be paid in addition to the seven and one-half ($7\frac{1}{2}$) hours of holiday pay that he or she would have been granted had he or she not worked on the holiday, at the rate of time and one-half ($1\frac{1}{2}$) up to his or her regular scheduled hours of work and double (2) time for all hours worked in excess of his or her regular scheduled hours;
- (iii) The employer shall allow a shift employee to accumulate compensatory leave credits to cover the difference between eleven (11) shifts and the time off in lieu of designated holidays. Thereby enabling shift employees to take shifts off in lieu of designated holidays without necessarily requiring the use of vacation leave credits. Any compensatory leave credits earned in a fiscal year and not taken by the end of the following fiscal year will be paid in cash at the rate of pay at which the overtime was earned.

(d) Meal allowance

- (i) An employee who works three (3) or more hours immediately before or following his or her normal scheduled hours of work on a designated holiday shall be reimbursed for one (1) meal in the amount of ten dollars (\$10.00).
- (ii) An employee who works continuously for four (4) hours or more beyond the period provided in (a) above, on a designated holiday shall be reimbursed for one (1) additional meal in the amount of ten dollars (\$10.00).

(e) Overtime

An employee shall be compensated for overtime work performed:

- (i) in excess of an employee's scheduled hours of work on a scheduled working day in accordance with the overtime provisions;
- (ii) on a day of rest in accordance with the overtime provisions.

(f) Pay Administration

The qualifying period for acting pay specified in clause 33.08 shall be converted to hours.

(g) Hours of Work

Clauses 16.03 and 16.07 do not apply.

When an employee works variable hours, exchange of shifts may be permitted in accordance with clause 16.09, however the Employer shall pay as if no exchange had occurred.

****ARTICLE 18****OVERTIME**

The parties to this agreement recognize the importance of work-life balance and the need to manage overtime, while accepting that overtime is sometimes necessary in an operational organization such as CSE. When employees work overtime in accordance with this article, they will be compensated.

18.01 Overtime credits earned will be recorded on the basis of each completed fifteen (15) minutes.

18.02 An employee who is required to work one-half (1/2) hour or more overtime on a normally scheduled working day, shall receive overtime compensation at time and one half (1 ½) for the overtime worked by him or her in excess of the hours that constitute the employee's normal work day to a maximum of four (4) hours of overtime and double (2) time for overtime worked in any continuous period thereafter including continuous hours extending into another day after midnight.

18.03 An employee who is required by the Employer to work on his or her day of rest is entitled to overtime compensation as follows:

- (a) on his or her first day of rest at the rate of time and one-half for each of the first seven and one-half (7 ½) hours of overtime worked by him or her, and double time for each hour of overtime worked by him or her thereafter;
- (b) on his or her second and subsequent days of rest at double time rate for all overtime worked including continuous hours extending into another day after midnight;

provided the days of rest are in an unbroken series of consecutive and continuous calendar days of rest and without the requirement of having worked on his or her first day of rest. For overtime worked on designated holiday, refer to article 19.05 (c).

18.04 When the Employer determines that overtime is necessary, the Employer shall make every reasonable effort to allocate overtime work on an equitable basis among readily available qualified employees.

- 18.05 (a) Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, overtime may be compensated on the equivalent time off with pay. Any compensatory leave credits earned in a fiscal year and not taken by the end of the following fiscal year will be paid in cash at the rate of pay at which the overtime was earned.
- (b) 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 in

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 March 31.

- 18.06 (a) An employee given instructions on a previous work day to work overtime on a normal work day at a time which is not contiguous to his or her work period, shall be paid for the time actually worked at the applicable overtime rate, or a minimum of two (2) hours pay at the straight-time rate, whichever is greater.
- (b) An employee is given instructions before the beginning of his or her meal break or before the midpoint of his or her work day, whichever is earlier, to work overtime on that day at a time which is not contiguous to his or her work period, shall be paid for the time actually worked at the applicable overtime rate, or a minimum of two (2) hours pay at the straight-time rate, whichever is greater.
- (c) An employee given instructions after the beginning of his or her meal break or after the midpoint of his or her workday, whichever is earlier, to work overtime on that day at a time which is not contiguous to his or her work period, shall be paid at the applicable overtime rate, or a minimum of three (3) hours pay at the straight-time rate, whichever is greater.

**

- 18.07 (a) An employee who works three (3) or more hours of overtime immediately before or immediately following his or her scheduled hours of work shall be reimbursed expenses for one meal in the amount of twelve dollars (\$12.00) except where free meals are provided.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, he or she shall be reimbursed for one additional meal in the amount of twelve dollars (\$12.00), except where free meals are provided.
- (c) Reasonable time with pay, to be determined by management, shall be allowed the employee in order that he or she may take a meal break either at or adjacent to his or her work place.
- (d) In order to avoid double payment, the provisions of this clause shall not apply to an employee who is entitled to claim reimbursement for the same meals for any other reason, such as being in travel status.
- 18.08 (a) An employee contacted by telephone, at a location away from his or her place of work, while on standby or at any other time outside of his or her working hours, although not required to report to work, is entitled to overtime compensation under sub-clause (b) below for overtime worked by him or her at or from such a location provided that:
- (i) such overtime work is authorized in advance by the Employer or is in accordance with standard operating instructions;
- (ii) the employee does not control the duration of the overtime work.
- (b) Such an employee shall be paid the greater of:
- (i) the applicable overtime rate for time actually worked or,

- (ii) the minimum of two (2) hours pay at the straight time rate of pay, except that this minimum shall apply only the first time that an employee is called and works during a period of eight (8) hours, starting with the first call.

18.09 When an employee is required to report for work and reports for work under the conditions described in clauses 18.03 and 18.06, and is required to use transportation services other than normal public transportation services, he or she shall be reimbursed for reasonable expenses incurred as follows:

- (a) kilometric rate allowance at the rate normally paid to an employee when authorized to use his or her automobile when the employee travels by means of his or her own automobile, or
- (b) out-of-pocket expenses for other means of commercial transportation.

ARTICLE 19

DESIGNATED HOLIDAYS

19.01 Subject to clause 19.02, the following days shall be designated as holidays with pay 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 the 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 additional holiday is recognized as a provincial or civic holiday, the first Monday in August,
- (l) one additional day when proclaimed by an Act of Parliament as a national holiday.

19.02 An employee who is absent without pay on both his or her full working day immediately preceding and his or her full working day immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 15, Leave for Alliance Business.

19.03 When a day designated as a holiday under clause 19.01 coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following his or her day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, the day shall count as a holiday and not as a day of leave.

19.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 19.03:

- (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.

Remuneration for Work on a Designated Holiday

19.05 When an employee is required to work on a holiday he or she shall be paid, in addition to the pay he or she would have been granted had he or she not worked on the holiday:

- (a) time and one-half (1 ½) for all hours worked up to a maximum of his or her normal daily scheduled hours of work, and double (2) time for all hours worked in excess of his or her normal daily scheduled hours of work, or
- (b) upon request, and with the approval of the Employer, an employee may be granted:
 - (i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the designated holiday and pay at time and one-half (1 ½) or double (2) time as the case may be, for all hours worked, in accordance with the provisions of sub-clause 19.05 (a) above. The day of leave with pay at a later date is in lieu of the pay the employee would have been granted had he or she not worked on the designated holiday;
 - (ii) the Employer shall grant lieu days at times, which are mutually acceptable to the employee and the Employer;
 - (iii) lieu days not granted by the end of the fiscal year in which they are earned may be paid for in cash, or at the request of the employee, carried over into the next fiscal year. All lieu days carried over into the next fiscal year and not granted will be paid for in cash at the end of the year into which they were carried. All lieu days will be paid in cash at the rate of pay at which the lieu time was earned.
- (c) When an employee works on a holiday, which is not his or her scheduled day of work, contiguous to a day of rest on which he or she also worked and received overtime in accordance with clause 18.03, he or she shall be paid in addition to the pay that he or she would have been granted had he or she not worked on the holiday, two (2) times his or her hourly rate of pay for all hours worked.

19.06 An employee shall be compensated for work on a designated holiday only when he or she is required in advance by an authorized officer of the Employer to perform work on a designated holiday; it shall be the Employer's responsibility to determine the amount of work to be performed and when the work is to be done.

19.07 When a day that is a designated holiday for an employee falls within a period of leave with pay, the holiday shall not be counted as a day of leave.

Overtime Meal For Work on a Designated Holiday

- 19.08 (a) An employee who is required to work eleven (11) or more consecutive hours on a designated holiday and does so shall be reimbursed for one meal in the amount of ten dollars (\$10.00).
- (b) An employee who is required to work fifteen (15) or more consecutive hours on a designated holiday and does so shall be reimbursed, in addition to the meal allowance provided in sub-clause (a) of this clause, for one additional meal in the amount of ten dollars (\$10.00).
- (c) The amounts specified in paragraphs (a) and (b) of this sub-clause shall not be paid where free meals are provided by the Employer.
- (d) Reasonable time with pay, to be determined by the Employer, shall be allowed to the employee in order that he or she may take a meal break either at or adjacent to his or her place of work.
- (e) This clause shall not apply to an employee who is in travel status that entitles him or her to claim for lodging and/or meals.

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 the weekly rate of pay to which he or she is entitled for the classification prescribed in his or her certificate of appointment on the date of his or her termination of employment.

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

(b) 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.

(c) 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.

(d) Termination for cause for reasons of incapacity or incompetence

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

20.02 Severance benefits payable to an employee under this article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause 20.01 and 20.04 be pyramided.

For greater certainty, payments in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) made pursuant to 20.04 to 20.07 under Appendix M or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

20.03 Appointment to a position to a separate organization

An employee who resigns in order to occupy a position in an organization covered by Schedule V of the Financial Administration Act receives any unpaid amount of the payment in lieu of severance pay if applicable under the Appendix M.

20.04 For employees who are subject to the payment in lieu of severance pay following the elimination of the indemnity in the event of voluntary departure (resignation and retirement) and who have chosen to defer the payment, the previous provisions concerning this payment can be found in Appendix M.

ARTICLE 21**SHIFT AND WEEKEND PREMIUMS**Shift Premium

21.01 An employee will receive a shift premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours worked, on shifts. The shift premium will not be paid for hours worked between 8 a.m. and 4 p.m.

Weekend Premium

21.02 An employee shall be paid a weekend premium of two dollars (\$2.00) per hour for all regularly scheduled hours at straight-time rates worked on Saturday and/or Sunday.

21.03 An employee who retires, resigns or is laid-off shall be entitled to be compensated for shift and weekend premiums which he or she has earned but has not received payment.

21.04 If an employee dies, shift and weekend premiums earned but not received by the employee before his or her death shall be paid to his or her estate.

ARTICLE 22**REPORTING PAY**

22.01 When an employee is required by the Employer to report for work for prescheduled overtime on a day of rest or a designated holiday, he or she shall be paid the greater of:

- (a) compensation at the applicable overtime rate for time worked, or
- (b) the minimum of three (3) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours pays in an eight (8) hour period. Such maximum shall include any minimum payment received pursuant to clause 18.08 of Article 18 (Overtime).

22.02 Reporting pay is not different from or additional to overtime compensation but is merely to establish a minimum compensation to be paid in prescribed circumstances.

ARTICLE 23**STANDBY**

23.01 Where 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 or she has been designated as being on standby duty.

23.02 An employee designated by letter or by list for standby duty shall provide the Employer with the telephone number at which he or she can be reached. He or she shall be available during each period of standby at such telephone number and be available to return for duty as quickly as possible if called. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.

23.03 No standby payment shall be granted for any period of standby if an employee is unable to report for duty during that period when he or she is required to do so.

23.04 An employee on stand-by who is required to report for work shall be paid, in addition to the stand-by pay, the greater of:

- (a) the applicable overtime rate for the time worked, or
- (b) the minimum of four (4) hours' pay at the hourly rate of pay less any minimum payment received pursuant to clause 18.08 of Article 18, except that this minimum shall only apply the first time that an employee is required to report for work during a period of standby of eight (8) hours.

23.05 Payment in accordance with clause 23.04 is not different from or additional to overtime compensation but is merely to establish a minimum compensation to be paid in prescribed circumstances.

23.06 When an employee is recalled to work overtime in the conditions described in clause 18.02 and 18.03 and is required to use transportation services other than normal public transportation services, he or she shall be reimbursed for reasonable expenses incurred as follows:

- (a) mileage allowance at the rate normally paid to an employee when authorized to use his or her automobile when the employee travels by means of his or her own automobile, or
- (b) out-of-pocket expenses for other means of commercial transportation.

23.07 At the request of an employee and subject to the Employer's discretion, compensation for standby may be given by granting equivalent time off in lieu of cash payment.

ARTICLE 24

CALL-BACK

24.01 When an employee is called back to work without prior notice

- (a) on a designated holiday that is not his or her scheduled day of work,
- (b) on his or her day of rest, or
- (c) after he or she has completed his or her work for the day and has left his or her place of work, and returns to work, he or she shall be entitled to the greater of:
 - (i) the minimum of three (3) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours pays in an eight (8) hour period. Such maximum shall include any minimum payment received pursuant to clause 18.08 of Article 18 (Overtime), or
 - (ii) compensation at the applicable overtime rate for time worked

provided that the period worked by the employee is not contiguous to the employee's normal hours of work;

24.02 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than his or her normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

24.03 Call-back pay is not different from or additional to overtime compensation, it merely establishes a minimum amount to be paid in prescribed circumstances.

24.04 When an employee is called back to perform work described in clause 24.01 and is required to use transportation services other than normal public transportation services, he or she shall be reimbursed for reasonable expenses incurred as follows:

- (a) mileage allowance at the rate normally paid to an employee when authorized to use his or her own automobile when the employee travels by means of his or her automobile, or
- (b) out-of-pocket expenses for other means of commercial transportation.

ARTICLE 25

NO PYRAMIDING OF PAYMENTS

25.01 Payments under Article 19 (Designated Holidays), Article 18 (Overtime), Article 24 (Call-Back), Article 23 (Standby) and Article 22 (Reporting Pay) shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

ARTICLE 26

TRAVEL TIME

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

26.02 When an employee travels through more than one time zone, computation will be made as if the employee had remained in the time zone of the point of origin for continuous travel and in the time zone of each point of overnight stay after the first day of travel.

26.03 When an employee is required to travel outside of his or her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and means of such travel shall be determined by the Employer. The employee shall be compensated for travel time in accordance with clauses 26.04 and 26.05. The provisions of this Article do not apply to an employee during his or her stay at an intermediate or final destination. Travelling time shall include time necessarily spent at each stopover en route to a maximum of three (3) hours provided that such stopover does not include an overnight stay.

26.04 For the purposes of this Article, 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 work place, as applicable, direct to his or her destination, and upon his or her return, directly back to his or her residence or work place;
- (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.

26.05 If an employee is required to travel as set forth in clauses 26.03 and 26.04:

- (a) On a normal working day on which the employee travels but does not work, the employee shall be paid:
 - (i) at the employee's straight-time rate of pay for the first seven and one-half (7 ½) hours traveled (minimum - the employee's daily rate of pay);
 - (ii) at time and one-half (1½) the employee's straight-time rate for all hours traveled in excess of seven and one-half (7 ½) hours.
- (b) On a normal working day on which the employee travels and works, the employee shall be paid:
 - (i) his or her regular pay for the day for a combined period of travel and work not exceeding seven and one-half (7½) hours, and
 - (ii) at time and one-half (1½) the employee's straight-time rate for additional travel in excess of seven and one-half (7½) hours of work and travel.
- (c) on a day of rest or a designated holiday, the employee shall be paid at the applicable overtime rate for hours traveled to a maximum of twelve (12) hours pay at the straight-time rate of pay, or not to exceed fifteen (15) hours' pay at the straight-time rate of pay when the travel is outside Canada or Continental USA. This maximum shall not apply for travel (on a day of rest or designated holiday) when the Employer requires, for operational security reasons, the employee to travel to the destination in a manner with a longer scheduled travel time.

26.06 Travel time shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, travel time may be compensated in the equivalent time off with pay. Any compensatory leave credits earned in a fiscal year and not taken by the end of the following fiscal year will be paid in cash at the rate of pay at which the overtime was earned.

26.07 Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars to which an employee is sent for the purpose of professional development, unless the employee is required to attend by the Employer.

26.08 This Article does not apply to an employee required to perform work in any type of transport in which he or she is travelling. In such circumstances, the employee shall receive the greater of:

- (a) on a normal working day, his or her regular pay for the day, or
- (b) pay for actual hours worked in accordance with the articles of this Agreement.

26.09 All calculations for travelling time shall be based on each completed fifteen (15) minutes.

ARTICLE 27

PART-TIME EMPLOYMENT

27.01 Employees whose normal scheduled hours of work are less than thirty-seven and one-half (37½) per week shall be entitled to benefits in the same proportion as their weekly hours of work compare with the scheduled hours of work of full time employees, except that:

- (a) such employees shall be paid at the hourly rate of pay for all hours of work performed up to seven and one-half (7½) hours in a day or thirty-seven and one-half (37½) hours in a week, or at the hourly rate of pay for all hours of work that may be prescribed in accordance with Article 16 (Hours of Work); and
- (b) for all hours of work performed in excess of those defined in 27.01 (a) above or on a designated paid holiday at the rates of pay prescribed for those situations in the applicable articles of this agreement.

27.02 Part-time employees shall be entitled to leave credits in the same proportion as their weekly hours of work compare with the normal scheduled weekly hours of work of a full-time employee.

27.03 Leave will be granted during those periods in which the employees are scheduled to perform their duties or where it may displace other leave prescribed by this Agreement.

27.04 The days of rest provisions of this agreement apply only in a week when the employee has worked five (5) days and thirty-seven and one-half (37½) hours in a week.

27.05 Notwithstanding the provisions of Article 20, Severance Pay, an employee whose continuous employment is a combination of both full-time and part-time continuous employment shall, for the purpose of Severance Pay, have those completed years of part-time continuous employment reduced in the same proportion as the part-time weekly hours of work compare with the normal scheduled weekly hours of work of full-time employees. For such an employee who, on the date of termination of his or her employment, is a part-time employee, the weekly rate of pay referred to in Article 20 shall be the weekly rate of pay of the employee's substantive position on termination, adjusted to the full-time weekly rate.

ARTICLE 28

WORK DESCRIPTIONS

28.01 Upon written request to his or her immediate supervisor or designate, an employee shall be provided with a current statement of the duties and responsibilities of his or her position including the classification level and the point value.

ARTICLE 29

EMPLOYEE FILES

29.01 Upon written request of an employee, the personnel file of that employee shall be made available for his or her examination, in the presence of an authorized representative of the Employer; on the request of the employee, a representative of the bargaining agent may be present.

29.02 Where a report pertaining to an employee's performance or conduct is placed on the employee's personnel file, the employee concerned shall be given:

- a) A copy of the report placed on their file.
- b) An opportunity to sign the report in question to indicate that its contents have been read,
- c) An opportunity to submit such written representation as the employee may deem appropriate concerning the report and to have such written representations attached to the report.

ARTICLE 30**JOB SECURITY**

30.01 The Employer shall make every reasonable effort to ensure that any reduction in the work force will be accomplished through attrition.

ARTICLE 31**PRECEDENCE OF LEGISLATION AND THE COLLECTIVE AGREEMENT**

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

ARTICLE 32**AGREEMENT REOPENER**

32.01 This Agreement may be amended by mutual consent.

ARTICLE 33**PAY ADMINISTRATION**

33.01 Except as provided in the remaining clauses of this Article, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

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

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

33.03 Where a salary increment and a salary revision are affected on the same date, the salary increment shall be applied first and the resulting rate shall be revised in accordance with the salary revision.

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

33.05 Payment Following the Death of an Employee

- (a) When an employee dies, the Employer shall pay to the estate of that employee the amount of pay that he or she would have received but for his or her death for the period from the date of his or her death to the end of the month in which his or her death occurred, provided that the employee has been continuously employed in the Public Service for at least one year.
- (b) Any previous overpayment of salary to the deceased employee or any debt owing by him or her to the Employer may be recovered from this payment.

33.06 Retroactivity

Overtime pay which has been paid to an employee during the period covered by the retroactive general salary increases (Appendix A of this Agreement) will be recomputed and the difference between the amount paid on the previous salary scales and the amount payable on the new salary scales will be paid to the employee.

33.07 The rates of pay set forth in Appendix “A” shall become effective on the dates specified therein and shall be applied in accordance with the Retroactive Remuneration Directives in effect on the date of signing of the collective agreement.

33.08 Acting Pay

When in accordance with written instructions from his immediate supervisor, or designate, an employee is required to substantially perform the duties of a higher classified position than the one held by him for a temporary period and performs those duties for at least the required number of consecutive working days, the employee shall be entitled to receive acting pay for that temporary period calculated in the same manner as if he had been appointed to that higher position from the date on which he commenced to act. When a designated paid holiday occurs during a qualifying period such holiday shall be considered as a day worked for the purpose of determining the qualifying period and entitlement to acting pay.

The required number of consecutive days is as follows:

- (a) UNI-01 to UNI-03 one (1) day
- (b) UNI-04 to UNI-11 three (3) days

33.09 Salary Protection Status

The Employer shall continue its past practice of applying the Treasury Board policy on salary protection. For reference purposes, a copy of current Treasury Board regulations respecting pay on reclassification or conversion are attached as Appendix “F”.

33.10 Market Allowances

Where applicable, Market Allowances will be paid based on market values, in accordance with Appendix “B”

ARTICLE 34**MEMBERSHIP FEES**

34.01 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.

ARTICLE 35**PUBLICATIONS AND AUTHORSHIP**

35.01 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.

35.02 The Employer agrees that original articles, professional and technical papers prepared by an employee, within the scope of his or her employment, will be retained on appropriate departmental files for the normal life of such files. The Employer, at its discretion, may grant permission for publication of original articles, or professional and technical papers in the professional media. At the Employer's discretion, recognition of authorship will be given, where practicable, in CSE publications.

35.03 When an employee acts as the sole or joint author or editor of an original publication, his or her authorship or editorship shall normally be shown on the title page of such publication.

- 35.04 (a) The Employer may suggest revisions to material and may withhold approval to publish an employee's publication.
- (b) When approval for publication is withheld, the author(s) shall be informed.
- (b) Where the Employer wishes to make changes in material submitted for publication with which the author does not agree, the employee shall not be credited publicly if he or she so requests.

ARTICLE 36**CONSULTATION**

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

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

36.03 To be efficient, consultation must take place as soon as possible before the final decision is made; as much as possible, it must begin as soon as an issue is raised or a problem arises and before parties start formulating their conclusions.

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

ARTICLE 37

NATIONAL JOINT COUNCIL AGREEMENTS

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

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37.02 The NJC items which may be included in a collective agreement are those which the 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 clause (c) of the NJC Memorandum of Understanding which became effective December 6, 1978.

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

- Bilingualism Bonus Directive
- Commuting Assistance Directive
- First Aid to the General Public - Allowance for Employees
- Foreign Service Directives
- Isolated Posts and Government Housing Directive
- NJC Relocation Directive
- Occupational Health and Safety Directive
- Public Service Health Care Plan Directive
- Travel Directive
- Uniforms Directive

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

37.04 Grievances in regard to the above directives shall be filed in accordance with clause 14.01 of the Article on grievance procedure in this Agreement.

ARTICLE 38**RELIGIOUS OBSERVANCE**

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

38.02 Employees may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave, leave without pay for other reasons or a shift exchange (in the case of a shift worker) in order to fulfill their religious obligations.

38.03 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 unless, because of unforeseeable circumstances, such notice cannot be given.

38.04 Notwithstanding clause 38.02, at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his or her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.

ARTICLE 39**DURATION**

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39.01 This Collective Agreement shall expire 9 February 2022.

39.02 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on date of signing or on the date of the arbitral award.

**** APPENDIX "A"**

To determine if a position will be paid according to the UNI pay scale in Appendix A-1 or the UNMA pay scale in Appendix A-2 the following criteria will be used. If the position was:

- In receipt of the market allowance according to Appendix B prior to the date of signing of this collective agreement; or
- Where the position's primary duties require the performance of Computer Science Administration and/or Engineering functions

the position will be paid according to the UNMA pay scales found in Appendix A-2. Otherwise, the position will be paid according to the UNI pay scale found in Appendix A-1.

**** APPENDIX "A-1"**

UNI Pay Grids							
Feb 10, 2019	Minimum	Maximum					
UNI-1	39,341	47,572					
UNI-2	45,262	55,109					
UNI-3	50,235	60,293					
UNI-4	55,987	65,946					
UNI-5	62,120	73,083					
UNI-6	72,237	84,985					
UNI-7	80,185	94,333					
UNI-8	85,581	100,684					
UNI-9	91,805	108,002					
UNI-10	103,298	121,527					
UNI-11	116,305	136,828					
Feb 10, 2020	Minimum	Maximum					
UNI-1	40,207	48,619					
UNI-2	46,258	56,321					
UNI-3	51,340	61,619					
UNI-4	57,219	67,397					

UNI-5	63,487	74,691					
UNI-6	73,826	86,855					
UNI-7	81,949	96,408					
UNI-8	87,464	102,899					
UNI-9	93,825	110,378					
UNI-10	105,571	124,201					
UNI-11	118,864	139,838					

UNI Feb 10, 2021 Pay Scale for Stepped Levels

UNI-1	40,750	42,176	43,652	45,180	46,761	48,398	49,275
UNI-2	46,882	48,523	50,221	51,979	53,798	55,681	57,081
UNI-3	52,033	53,854	55,739	57,690	59,709	61,799	62,451
UNI-4	57,991	60,021	62,122	64,296	66,546	68,307	
UNI-5	64,344	66,596	68,927	71,339	73,836	75,699	
UNI-6	74,823	77,442	80,152	82,957	85,860	88,028	

UNI Feb 10, 2021 Pay Scale for Ranged Levels

	Minimum	Maximum					
UNI-7	83,055	97,710					
UNI-8	88,645	104,288					
UNI-9	95,092	111,868					
UNI-10	106,996	125,878					
UNI-11	120,469	141,726					

**** APPENDIX "A-2"**

Effective Feb 10, 2021 the rates of pay applicable to positions eligible for market allowance per Appendix B will be converted to the new UNMA pay scale.

UNMA Pay Scale effective Feb 10, 2021						
Ranged Levels						
	Minimum	Maximum				
UNMA-11	136,863	158,120				
UNMA-10	121,105	139,987				
UNMA-9	107,432	124,208				
UNMA-8	99,861	115,504				
UNMA-7	91,585	106,240				
Stepped Levels						
UNMA-6	80,746	83,572	86,497	89,524	92,657	93,951
UNMA-5	67,306	69,662	72,100	74,624	77,236	78,661
UNMA-4	59,472	61,554	63,708	65,938	68,246	69,788

For clarity, the UNMA pay scale was created by:

1. Adding the following amounts to the min and max rates of the Feb 10, 2020 UNI rates of pay in table A-1:

Table MA-1

UNI-11	16176.16
UNI-10	13921.24
UNI-9	12175.97
UNI-8	11066.62
UNI-7	8416.56
UNI-6	5844.84
UNI-5	2922.41
UNI-4	1461.20

2. applying a 1.35% economic increase effective Feb 10, 2021
3. (for UNMA levels 4, 5 and 6 only) creating a pay step structure

**** APPENDIX "A-3"**

Communications Security Establishment

Compensation Rates for former Classification Groups and Levels subject to Salary Protection as a result of UNISON conversion

Annual Rates of Pay (in dollars)

Original Arbitral Award dated June 16, 2004 and Collective Agreement in effect February 10, 2008 to February 9, 2012

\$	Effective on	10-Feb-18
A	Effective on	10-Feb-19
B	Effective on	10-Feb-20
C	Effective on	10-Feb-21

BUD/IUN 94403

CS-1	De:	\$	40,247	42,418	44,578	46,748	48,923	51,088	53,267
	À:	A	41,374	43,606	45,826	48,057	50,293	52,518	54,758
		B	42,284	44,565	46,834	49,114	51,399	53,674	55,963
		C	42,855	45,167	47,467	49,777	52,093	54,398	56,719
	De:	\$	55,442	57,605	59,779	61,951	64,106	66,259	68,415
	À:	A	56,994	59,218	61,453	63,686	65,901	68,114	70,331
		B	58,248	60,521	62,805	65,087	67,351	69,613	71,878
		C	59,035	61,338	63,653	65,965	68,260	70,553	72,848
PE-5	De:	\$	94,486	97,944	101,538	105,276			
	À:	A	98,347	101,945	105,686	109,578			
		B	100,510	104,187	108,011	111,988			
		C	101,867	105,594	109,469	113,500			

**** PAY NOTES**

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Conversion to UNMA pay scale

Employees' rates of pay that included Appendix 2 Market Allowance on Feb 9, 2021 will be converted to the UNMA pay scale as of Feb 10, 2021. The applicable rate of pay on conversion is determined by adding the value in table MA-1 that applies to their Feb 9, 2021 UNI level to their Feb 9, 2021 salary then applying the Feb. 10, 2021 economic increase of 1.35%.

(Feb 9, 2021 salary for UNI level + amount in table MA-1 for UNI level) x 1.0135 = Feb 10, 2021 UNMA salary.

Employees who on Feb 9, 2021 are in receipt of MA at a level different than the level at which their salary is established (i.e. underfill) will be converted by adding the value in table MA-1 that applies to the level of MA that they are in receipt of on Feb 9, 2021 to their Feb 9, 2021 salary then applying the Feb 10, 2021 economic increase of 1.35%.

(Feb 9, 2021 salary for UNI level + amount in table MA-1 that corresponds to the MA level they were in receipt of on Feb 9, 2021) x 1.0135 = Feb 10, 2021 UNMA salary.

For employees who have been hired into a MA position between Feb 10, 2021 and the date of signing, their salary and MA will be converted to the new UNMA pay scale by performing the calculation as if the position was in existence on Feb 9, 2021. For greater clarity, all amounts are rounded to the nearest dollar after the application of each economic increase step.

Note that if an employee's new salary is above the maximum of their current UNI level in the UNMA pay scale then they will be salary protected at their new salary.

Transitional

Subject to Article 39, employees will receive annual economic increases in salary as per the wage scales in Appendices "A-1" and "A-2" and "A-3".

**

Implementation of Pay Steps

On Feb 10, 2021, employees in UNI-01 to 06 positions will have their pay converted to the new stepped version of the UNI-01 to 06 pay scales. The conversion to pay steps for UNI-01 to 06 and UNMA-04 to 06 may result in the rate of pay for some employees not being slotted at one of the steps in the grid above. Their rates are set out in the expanded grid contained in the MOU entitled "Transitional Step-grid".

Economic Increases

Subject to Article 39, employees will receive economic increases in salary of two point eight percent (2.8%) on February 10, 2019, two point two percent (2.2%) on February 10, 2020, and one point thirty-five percent (1.35%) on February 10, 2021.

For clarity, the creation of the UNMA rates of pay on February 10, 2021 incorporates the one point thirty-five percent (1.35%) increase noted above, it is not a second and separate increase.

Anniversary Date

The salary increment date for a full-time employee shall, upon promotion, demotion or from an external appointment, be the anniversary date of such action.

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Incremental Increases for Full Time and Part Time Employees

1. On the employee's anniversary date,
 - a. An employee in a UNI-01 to 06 or UNMA-04 to 06 position shall be entitled to receive an incremental increase to the next step of their pay scale up to the maximum of their pay scale. The incremental increase is not dependent upon satisfactory performance.
 - b. An employee in a UNI-07 to 11 or UNMA-07 to 11 position shall be entitled to receive an incremental increase of three and a half percent (3.5%), or such percentage increase as would bring the employee's salary to the maximum of his/her salary range whichever is the lesser, which is not dependent upon satisfactory performance.

2. The salary increment period for an employee is twelve months.

**

Promotions

When an employee is promoted to a higher classification,

1. If the new classification level is UNI-01 to 06 or UNMA-04 to 06 then the employee's salary shall be adjusted to the lesser of the lowest pay step for the new classification that is not less than four percent (4.0%) above the employee's current salary or to the maximum of the salary range for the new classification. In no case will the employee's salary be less than the minimum salary for the new position.

2. If the new classification level is UNI-07 to 11 or UNMA-07 to 11 then the employee's salary shall be adjusted by the lesser of a four percent (4.0%) salary increase or to the maximum of the salary range for the new classification. In no case will the employee's salary be less than the minimum salary for the new position.

Demotions

Where the Employer appoints an employee, due to incompetence or incapacity, to a position where the current salary falls within the salary range of the new position, the employee shall receive that same salary. In the event that the new position has a lower maximum salary level to that of the former salary level, the employee's salary will be reduced to the maximum salary of the new classification level.

**

Agreement Implementation

The provisions of this Agreement shall be implemented within one hundred eighty (180) days of the date of signing (see the *Memorandum of Understanding Between the Communications Security Establishment and the Public Service Alliance of Canada with Respect to Implementation of the Collective Agreement* for more details).

**** APPENDIX “B”**

**MEMORANDUM OF UNDERSTANDING
IN RESPECT OF MARKET ALLOWANCES**

Preamble

The Employer agrees to provide an Allowance to incumbents of positions classified at the UNI-4 to UNI-11 levels performing Computer Science Administration and/or Engineering functions in the performance of duties.

Eligible Positions

1. Positions classified on the day before the issuance of the arbitral award, June 15, 2004, as a “CS-1” to “CS-5” or an “EN-3” to “EN-6”.
2. Positions where the primary duties require the performance of Computer Science Administration and/or Engineering functions.

Application

1. The parties agree that incumbents of positions identified above shall be eligible to receive a “Market Allowance” in the following amounts and subject to the following conditions:
 - (a) An allowance will be paid in accordance with the following grid:

MARKET ALLOWANCE PAYMENT SCHEDULE

LEVEL	ANNUAL AMOUNT Effective February 10, 2019	BIWEEKLY PAYMENT
UNI-04	\$1,452.49	\$55.68
UNI-05	\$2,904.98	\$111.35
UNI-06	\$5,809.98	\$222.71
UNI-07	\$8,366.36	\$320.70
UNI-08	\$11,000.62	\$421.67
UNI-09	\$12,103.35	\$463.94
UNI-10	\$13,838.21	\$530.44
UNI-11	\$16,079.68	\$616.36

- (b) Should an employee not be in receipt of pay for an entire qualifying period, the Allowance shall be paid in an amount proportionate to the time the employee was in receipt of pay for such period.
- (c) The Market Allowance specified above does not form part of an employee’s salary.
- (d) The 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.

- (e) Subject to (f) below, the amount of the Market Allowance payable is that amount specified in (a) for the level of the employee's substantive position.
 - (f) When an employee is required by the Employer to perform the duties of a position with a higher classification level in accordance with clause 33.08 for four (4) months or more, the Market Allowance payable shall be proportionate to the time at each level. Where the requirement to perform the duties of a position of a higher classification level is for less than four (4) months such employee will continue to receive the Allowance for the level of his or her substantive position.
- 2. The parties agree that disputes arising from the application of this Memorandum of Understanding shall be subject to consultation.
- **
- 3. This Memorandum of Understanding expires on February 9, 2021.

APPENDIX “C”

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMUNICATIONS SECURITY ESTABLISHMENT

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

The Employer shall hold further discussions with PSAC should the Union and Treasury Board agree to incorporate a provision regarding the Social Justice Fund into TBS/PSAC collective agreements.

APPENDIX “D”**MEMORANDUM OF UNDERSTANDING****BETWEEN****THE COMMUNICATIONS SECURITY ESTABLISHMENT****AND****THE PUBLIC SERVICE ALLIANCE OF CANADA**

1. The participants understand that FLIP allowances will be established on the basis of the terms and conditions set out below and will apply only to employees whose substantive position is in DGI and who are working in an eligible position. An eligible position may be found at the UNI-7, UNI-8 or UNI-9 level.
2. An employee who is accredited in at least one skill (listening or reading) in at least one DGI operational language will be entitled to an allowance as follows:
 - 2.1 Category A Language Allowance

An employee who is in an eligible position and who is accredited in a Category A operational language will be entitled to receive a FLIP allowance of one (1) percent of the employee’s annual salary per language/skill combination to a maximum of three (3) percent of the employee’s annual salary in total for all Category A operational languages in which the employee is accredited.
 - 2.2 Category B Language Allowance

An employee who is in an eligible position and who is accredited in a Category B operational language will be entitled to receive a FLIP allowance of one and one half (1½) percent of the employee’s annual salary per language/skill combination to a maximum of five (5) percent of the employee’s annual salary in total for all Category B operational languages in which the employee is accredited.
3. The Employer will draw up a list of Category A and B operational languages and may amend the list from time to time following consultations with a representative of the Union of National Defence Employees.
4. During the initial implementation phase, employees working in eligible positions will be deemed accredited in language/skill combinations in which they were accredited under the Linguist Accreditation System or in which they passed a DGI recruitment test. For language/skill combinations in which they are not deemed accredited, employees in eligible positions may apply to DGI management for accreditation and will be accredited if they pass an accreditation test. For both these groups of employees, the applicable FLIP allowance for the language/skill combinations in which they are accredited will be paid retroactive to the signing date of the collective agreement.
5. For employees who submit their application for accreditation after the completion of the FLIP implementation period, the allowance will commence on the first day of the first full pay period following the date on which they pass the accreditation test.
6. FLIP allowances do not form part of salary.

7. The FLIP allowance will be paid on a biweekly basis as long as the employee remains in an eligible position.
8. The FLIP allowance will cease on the date on which the employee ceases working in an eligible position.

APPENDIX “E”**REGULATIONS RESPECTING PAY ON RECLASSIFICATION OR CONVERSION
(* extract from TB Pay Authorities - Policies and Publication - www.tbs-cst.gc.ca)**Short title

1. These regulations may be cited as the Reclassification or Conversion Pay Regulations (RCPR).

Application

2. These Regulations are effective December 13, 1981, and shall apply to the reclassification of positions and incumbents and to the conversion of positions and incumbents to new or revised classification or pay structures.

Except as otherwise provided, these regulations shall apply to all persons employed in any portion of the public service specified in Part I of Schedule I of the *Public Service Staff Relations Act*.

Part IA – Reclassification to a group or level having a lower attainable maximum rate of pay

3. Prior to a position being reclassified to a group or level having a lower attainable maximum rate of pay, the incumbent shall be so notified in writing and advised therein of the effective date of this change.

4. Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former group and level. With respect to the pay of the incumbent this may be cited as salary protection status and, subject to Section 5.(2) 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.

Note:

The terms "attainable maximum rate of pay" in these regulations 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.

5. (1) The employing department shall, in collaboration with the Public Service Commission where appropriate, make every reasonable effort to transfer the incumbent to a position having a level equivalent to that of the former group or level of the position.

(2) An incumbent who declines an offer of transfer to a position referred to in (1) in the same geographic area, without good and sufficient reason, shall immediately be paid at the applicable rate for the reclassified position.

6. Employees subject to Section 5 will be considered to have transferred (as defined in *Public Service Terms and Conditions of Employment Regulations*) for the purpose of determining increment dates and rate of pay.

7. If the group or level at which the employee's salary is protected ceases to exist, pay entitlements shall be adjusted to reflect revisions approved from time to time for the more recently identified position level.

Part IB – Incumbents entitled to holding rates of pay

8. Part IA of these regulations does not apply to incumbents who, under the former regulations, became entitled to holding rates of pay before December 13, 1981.

9. An employee whose position was or will be downgraded with an effective date prior to the implementation date of these regulations will be paid a holding rate of pay as follows:

(1) **where a single rate is applicable**, the incumbent's rate, as a holding rate until such time as the rate of pay for the reclassified position equals or exceeds the holding rate;

(2) **where a scale of rates is applicable**, the rate for the reclassified position that is nearest to but not less than the employee's current rate of pay or, if no such rate exists, the employee's current rate of pay as a holding rate until such time as the maximum rate of pay for the reclassified position is equal to or greater than the holding rate;

(3) **where a performance pay plan is applicable**, the employee's current rate of pay as a holding rate until such time as the greater of either the maximum rate of pay for the employee's assessed level of performance or the maximum rate of pay for "fully satisfactory" performance in the reclassified position is equal to or greater than the holding rate, at which time the employee's rate of pay shall become a rate of pay in the salary range for the reclassified position and be subject to the applicable performance pay plan.

10. (1) An employee who, pursuant to section 9, is being paid at a holding rate of pay on both the commencement and expiry dates of the current rates of pay applicable to his or her position shall receive a lump sum payment on the expiry date equal to 100 per cent of the range increase attributed to the position on the commencement date of the current rates.

(2) The range increase referred to in the subsection (1) shall be determined on the basis of the difference between the current and former maximum rate of pay for "fully satisfactory" performance on the commencement date.

11. (1) Where an employee who is paid a holding rate on the commencement date of the current rates of pay and on or before the expiry date of these rates is removed from such holding rate by an amount less than he or she would have received by the application of section 10, the employee shall receive a lump sum payment equal to the difference between the amount calculated by the application of section 10 and the increase received on removal from the holding rate.

(2) During the period mentioned in subsection (1) the lump sum payment referred to in section 10 shall be prorated to exclude any period that the employee was in receipt of acting pay or on leave without pay.

Part II – Reclassification to a group and/or level having a higher maximum rate of pay

12. (1) Where a position is to be reclassified to a group and/or level having a higher attainable maximum rate of pay, the effective date of the reclassification will be determined by the authorized classification authority, taking into consideration the date on which the current duties and responsibilities were assigned to the position.

(2) The rate of pay and the salary increment date of the employee assigned to the new level of the position under subsection (1) shall be calculated in accordance with the collective agreement or pay plan or the *Public Service Terms and Conditions of Employment Regulations* as applicable.

Part III – Conversions to new group and/or levels or to new classification plans and/or pay structures

13. Notwithstanding subsection (1) of Section 20 of the *Public Service Terms and Conditions of Employment Regulations*, where an employee is subject to conversion to a new group and/or level or new classification plan and/or pay structure and is assigned, other than at his or her request or by demotion, to a position in the new

group and/or level on new classification plan and/or pay structure, he or she shall be entitled to be paid a rate of pay for services rendered on the date of assignment as follows:

- (a) the rates of pay applicable to the position held by the employee in the new classification and pay plan; or
- (b) the rates of pay applicable to the position held by the employee in the former classification and pay plan; or
- (c) the rates of pay applicable to the position held by the employee in the new classification and pay plan immediately before the assignment to another position in the new classification and pay plan;

whichever has the highest attainable maximum rate.

14. Where paragraphs 13(b) or (c) are applicable, the employee's pay administration will be in accordance with Part IA of these regulations.

15. Where a new group and/or level is established, or a new classification plan and pay structure is introduced for an established group, and an employee is initially assigned from the former level to a position in that group, he or she shall be paid on the effective date of that assignment at the rate of pay that is nearest to but not less than the rate of pay he or she would otherwise be entitled to receive on that date.

16. (1) Subject to subsection (2), the first increase in pay following the assignment referred to in section 15 shall be calculated as if that assignment constituted a transfer (according to the *Public Service Terms and Conditions of Employment Regulations*) from the position held on that date in the former group and/or level or in the former classification and pay structure.

(2) Subject to subsection (3) where, on the assignment referred to in subsection (1) an employee:

(a) who was being paid at the maximum rate in the former scale of rates is not paid at the maximum rate in the new scale of rates; or

(b) receives an increase on that assignment equal to or greater than the employee would receive as a result of a promotion as defined in the *Public Service Terms and Conditions of Employment Regulations*,

the first increase in pay thereafter shall be determined as if that assignment constituted a promotion.

(3) Where an employee who had been paid at the maximum rate of the former scale of rates for a period of 1 year or more is paid at a rate which is not the maximum rate of the new scale of rates, the deputy head may grant to such an employee the first increase in pay thereafter on an earlier date than the date determined in subsection (2).

APPENDIX “F”

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMUNICATIONS SECURITY ESTABLISHMENT

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

This memorandum is to give effect to an agreement reached between the Employer and the Public Service Alliance of Canada with respect to meeting the bargaining unit’s requirements for access to meeting space and secure, private storage to permit it to carry out its representation work in an appropriate manner when the Communications Security Establishment moves to and occupies its new “open concept” long-term accommodation.

The Employer commits to ensuring that the union local is provided with secure, private storage on those premises for documents needed for its representational work as well as access to the meeting rooms, of various sizes, located therein. Meeting rooms will be made available on an “as needed” basis using the same booking procedures as other facility occupants. In the event that the union requires a meeting room to deal with an issue *of an urgent nature* the Employer will make every reasonable effort to provide access to one.

This approach will be reviewed by the parties one year after the move-in is completed.

APPENDIX “G”

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMUNICATIONS SECURITY ESTABLISHMENT

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

This memorandum is to give effect to an agreement reached between the Employer and the Public Service Alliance of Canada with respect to any occupational group review or classification reform of positions held by employees in the bargaining unit.

If the Employer believes that a review and/or reform of positions currently classified using the UNISON classification standard is warranted, the Employer is committed to engaging in meaningful consultation with the Alliance.

The Alliance agrees that any information discussed or shared as part of the above review and/or reform will remain confidential, unless the Employer agrees to its release or disclosure.

This agreement cannot be interpreted as a relinquishment of management rights over classification or as a guarantee that a consensus can be reached on any of the outcomes of the consultation themselves.

APPENDIX “H”**MEMORANDUM OF AGREEMENT****ON CHILD CARE**

This Memorandum of Agreement is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada regarding issues of childcare.

The parties agree to review, discuss and consider the finding's conclusions of the Joint National Child Care Committee at the next round of bargaining.

**** APPENDIX "I"****MEMORANDUM OF UNDERSTANDING****BETWEEN****THE COMMUNICATIONS SECURITY ESTABLISHMENT****AND****THE PUBLIC SERVICE ALLIANCE OF CANADA****IN RESPECT OF THE****COMPENSATION ADVISOR RETENTION ALLOWANCE**

1. In an effort to increase retention of all Compensation Advisors at the UNI-05, UNI-06 and UNI-07, the Employer will provide a "Retention Allowance" for the performance of Compensation duties in the following amount and subject to the following conditions:
 - a) Commencing on the date of signing of this Collective Agreement and ending with the signing of a new agreement, employees falling into the categories listed above shall be eligible to receive an allowance to be paid biweekly;
 - b) The employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix A of the collective agreement. This daily amount is equivalent to the annual amount set out below divided by two hundred and sixty decimal eighty eight (260.88):

**

Retention Allowance

Annual - \$3,500 Daily - \$13.42
 - c) The Retention Allowance specified above does not form part of an employee's salary;
 - d) The Retention Allowance will be added to the calculation of the weekly rate of pay for the maternity and parental allowances payable under article 12.06 and 12.09 of this collective agreement;
 - e) Subject to (f) below, the amount of the Retention Allowance payable is that amount specified in the letter of offer of the employee's UNI-05, UNI-06 and UNI-07 position;
 - f) When a Compensation Advisor as defined in clause 1 above is required by the Employer to perform duties of a classification level that does not have a Retention Allowance, the Retention Allowance shall not be payable for the period during which the employee performs the duties.
2. A part-time employee receiving the Allowance shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at their hourly rate of pay.
3. An employee shall not be entitled to the allowance for periods he/she is on leave without pay or under suspension.
4. The Memorandum of Understanding expires with the signing of a new collective agreement.

**** APPENDIX "J"****MEMORANDUM OF UNDERSTANDING****WITH RESPECT TO INCENTIVES FOR THE RECRUITMENT AND RETENTION OF COMPENSATION ADVISORS****Incentives**

Effective June 2, 2019 and ending September 1, 2020, Compensation Advisors eligible for the Compensation Advisors Retention Allowance and who are part of the Compensation unit (hereafter referred to as “employees”), shall be eligible to receive the following incentive payments:

1. One-time Incentive Payment

The Employer will provide an incentive payment to employees of \$4,000, only once during the employee’s entire period of employment in the federal public service.

Current Employees (i.e., those considered ‘current Employees’ under the previous Appendix K MOU) who received a portion of the two \$2,000 lump sum payments will be eligible to receive any remaining amount up to the \$4,000 limit, providing they are employed for twelve months either continuously or discontinuously since August 25, 2017.

New Recruits hired on or after June 1, 2019 and prior to September 1, 2020, will receive the incentive payment after completing a one-year period of continuous employment.

Retirees who come back to work as Compensation Advisors on or after June 1, 2019 and prior to September 1, 2020, will earn the incentive payment through pro-rated payments over a six-month contiguous or non-contiguous period of employment, starting upon commencement of employment. The full amount of the incentive payment will be pro-rated to the period worked up to a maximum period of six months and paid in increments on a biweekly basis. The qualifying period to receive the award is shorter than the qualifying period for new recruits in recognition of the experience a retiree will contribute to the operations immediately upon hiring.

Part-time employees. Part-time employees who received a pro-rated amount of the \$4,000 incentive payment under the previous MOU, will be eligible to receive up to the difference between what they received under the previous MOU and \$4,000. This amount will be paid on a pro-rata basis up to the \$4,000 threshold, based on actual hours worked.

Employees departing on maternity/parental leave who qualify for the incentive shall be eligible for a prorated amount based on the portion of a year worked on or after Aug 24, 2017 and prior to September 1, 2020, upon their departure, less any amounts already received. Employees will remain eligible for the remaining balance of the \$4,000 incentive upon their return to work, to be paid on completion of 12 month’s work. The incentive amount is not subject to the 12.06 (iii) repayment undertaking and shall not be counted as income for the purposes of the maternity/parental leave top-up.

For greater clarity, nothing in this MOU shall suggest that employees can receive incentive payments that cumulatively exceeds \$4,000, as a result of eligibility under this or a previous MOU.

2. Overtime

Overtime shall be compensated at double (2) time for overtime worked during the period between June 2, 2019 and September 1, 2020.

Conclusion

The Employer shall make all reasonable efforts to process incentive payments for retirees that are provided under this extension, as well as new overtime payments provided under this extension, within 150 days following the signature of this agreement.

The parties agree that the terms of this MOU will continue to not be affected by any notice to bargain served under section 106 of the *Federal Public Sector Labour Relations Act*. As such, the terms and conditions set out in this MOU will cease on the dates indicated in the MOU and will not be continued in force by the operation of s. 107.

The parties recognize that an extension of clauses 1 and 2 is made without prejudice or precedent and will in no way bind the parties to any particular position that they may wish to take on overtime during any round of collective bargaining.

**** APPENDIX “K”****MEMORANDUM OF UNDERSTANDING****(Finance Allowances)****Preamble**

This Memorandum of Understanding (MOU) is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada regarding allowances for employees in the Financial Management Group. The parties agree to the following allowances identified above.

Part A – CFO Transitional Allowance**Application**

1. In order to compensate for specific responsibilities associated with the implementation of the Chief Financial Officer (CFO) Model during the period of transition, the Employer will provide a CFO Transitional Allowance to incumbents of positions at the UNI-9 and UNI-10 for the performance of duties in the Financial Management Group.
2. The parties agree that incumbents of positions identified above shall be eligible to receive a “Chief Financial Officer (CFO) Transitional Allowance” as specified in 2(a) subject to the following conditions:
 - a) Effective date of signing, a Transitional Allowance is to be paid to employees at the maximum of each level identified in accordance with the following grid:

Chief Financial Officer (CFO) Transitional Allowance	
February 10, 2019	
Level	Annual Amount
UNI-9	\$3,863
UNI-10	\$4,785
February 10, 2020	
Level	Annual Amount
UNI-9	\$3,863
UNI-10	\$4,785
February 10, 2021	
UNI-9	\$4,113
UNI-10	\$5,095

- b) The Chief Financial Officer (CFO) Transitional Allowances specified above does not form part of an employee’s salary.
- c) An employee shall be paid the Chief Financial Officer (CFO) Transitional Allowance for each calendar month for which the employee receives at least ten (10) days’ pay.
- d) The 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.

- e) The value of the Chief Financial Officer (CFO) Transitional Allowance payable is at the value specified in clause 2(a) for the level prescribed in the certificate of appointment of the employee's substantive position.
- f) When an employee in receipt of the Chief Financial Officer (CFO) Transitional Allowance is required by the Employer to perform the duties of a higher classification level within the Financial Management Group the Transitional Allowance of the substantive position shall continue until such time as the employee qualifies for the CFO Transitional Allowance for the higher level.

Part B – Financial Management Group Allowance

Application

3. In order to compensate for Financial responsibilities, the Employer will provide an Allowance to incumbents of positions classified at the UNI-6 to UNI-10 levels performing Financial functions in the Financial Management Group.
4. The parties agree that incumbents of positions identified above shall be eligible to receive an allowance as specified in 4(a) subject to the following conditions:

Financial Management Group Allowance	
February 10, 2019	
Level	Annual Amount
UNI-6	\$415
UNI-7	\$460
UNI-8	Not applicable
UNI-9	\$525
UNI-10	\$590
February 10, 2020	
Level	Annual Amount
UNI-6	\$415
UNI-7	\$460
UNI-8	Not applicable
UNI-9	\$525
UNI-10	\$590
February 10, 2021	
Level	Annual Amount
UNI-6	\$442
UNI-7	\$490
UNI-8	Not applicable
UNI-9	\$559
UNI-10	\$628

- a) The Financial Management Group Allowance specified above does not form part of an employee's salary.
- b) An employee shall be paid the Financial Management Group Allowance for each calendar month for which the employee receives at least ten (10) days' pay.

- c) The 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.
 - d) The value of the allowance payable is at the value specified in clause 4(a) for the level prescribed in the certificate of appointment of the employee's substantive position.
 - e) When an employee in receipt of the Financial Management Group Allowance is required by the Employer to perform the duties of a higher classification level within the Financial Management Group the Allowance of the substantive position shall continue until such time as the employee qualifies for the Allowance for the higher level.
5. Part-time employees shall be entitled to the Allowance on a pro rata basis.
6. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.
7. This Memorandum of Understanding expires on February 9, 2022.

**** APPENDIX "L"****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 Public Service Alliance of Canada for the elimination of severance pay for voluntary separations (resignation and retirement) on October 15, 2014. These historical provisions are being reproduced to reflect the agreed language in cases of deferred payment.

ARTICLE 20**SEVERANCE PAY**

Effective October 15, 2014 article 20.01(b) and (d) 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 the weekly rate of pay to which he or she is entitled for the classification prescribed of the employee's substantive level on the date of his or her termination of employment.

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

(b) Resignation

On resignation, subject to paragraph 20.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment, to a maximum of twenty-six (26) years, with a maximum benefit of thirteen (13) weeks' pay.

(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.

(d) Retirement

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

(e) 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.

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

20.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause 20.01. be pyramided.

For greater certainty, payments made pursuant to 20.04 to 20.07 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

20.03 Appointment to a Separate Agency or the Core Public Administration

An employee who resigns to accept an appointment with an organization in the Core Public Administration or listed in Schedule V of the *Financial Administration Act* shall be paid all severance payments resulting from the application of 20.01(b) (prior to the 15th of October 2014) or 20.04 to 20.07 (commencing on October 15, 2014).

20.04 Severance Termination

- (a) Subject to 20.02 above, indeterminate employees on October 15, 2014 shall be entitled to a severance payment 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 20.02 above, term employees on October 15, 2014 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

Terms of Payment

20.05 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 level as of October 15, 2014, or
- (b) as a single payment at the time of the employee's termination of employment from the Communications Security Establishment, based on the rate of pay of the employee's substantive level at the date of termination of employment from the Communications Security Establishment, or
- (c) as a combination of (a) and (b), pursuant to 20.06(c).

20.06 Selection of Option

- (a) The Employer will advise the employee of his or her years of continuous employment no later than six (6) months following the official date of signing of the collective agreement.
- (b) The employee shall advise the Employer of the term of payment option selected within nine (9) months from the official date of signing of the collective agreement.
- (c) The employee who opts for the option described in 20.05(c) must specify the number of complete weeks to be paid out pursuant to 20.05(a) and the remainder to be paid out pursuant to 20.05(b).
- (d) An employee who does not make a selection under 20.06(b) will be deemed to have chosen option 20.05(b).

20.07 Appointment from a Separate Agency or the Core Public Service

This clause applies in a situation where an employee is appointed into a position in the Communications Security Establishment from a position outside the bargaining unit where, at the date of appointment, provisions similar to those in 20.01(b) and (d) are still in force, unless the appointment is only on an acting basis.

- (a) Subject to 20.02 above, on the date an indeterminate employee becomes subject to this Agreement after October 15, 2014, he or she shall be entitled to a severance payment 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 or her substantive position on the day preceding the appointment.
- (b) Subject to 20.02 above, on the date a term employee becomes subject to this Agreement after October 15, 2014 he or she shall be entitled to a severance payment payable under 20.05(b), 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 or her substantive position on the day preceding the appointment.
- (c) An employee entitled to a severance payment under sub-paragraph (a) or (b) shall have the same choice of options outlined in 20.05, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.

**** APPENDIX “M”****MEMORANDUM OF UNDERSTANDING BETWEEN THE COMMUNICATIONS SECURITY ESTABLISHMENT AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO THE IMPLEMENTATION OF THE COLLECTIVE AGREEMENT**

Notwithstanding the provisions of clause 33.07 on the calculation of retroactive payments and Appendix A Pay Notes on the collective agreement implementation period, this memorandum is to give effect to the understanding reached between the Communications Security Establishment and the Public Service Alliance 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 and new compensation elements, such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one-hundred and eighty (180) days after signature of agreement, on the date at which prospective elements of compensation increases will be implemented under 2(b)(i).
 - iii. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid until changes come in to force as stipulated in 2(a)(ii).
- b) Collective agreement will be implemented over the following timeframes:
 - i. The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one-hundred and eighty (180) days after signature of agreement where there is no need for manual intervention.
 - ii. Retroactive amounts payable to employees will be implemented within one-hundred and eighty (180) days after signature of the agreement where there is no need for manual intervention.
 - iii. Prospective compensation increases and retroactive amounts that require manual processing by compensation advisors will be implemented within five-hundred and sixty (560) days after signature of agreement. Manual intervention is generally required for employees on an extended period of leave without pay (e.g., maternity/parental leave), salary protected employees and those with transactions such as leave with income averaging, pre-retirement transition leave and employees paid below minimum, above maximum or in between steps. Manual intervention may also be required for specific accounts with complex salary history.

3. Employee Recourse

- a) An employee who is in the bargaining unit for all or part of the period between the first day of the collective agreement (i.e., the day after the expiry of the previous collective agreement) and the signature date of the collective agreement will be entitled to a non-pensionable amount of four hundred dollars (\$400) payable within one-hundred and eighty (180) days of signature, in recognition of extended implementation timeframes and the significant number of transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved.

- b) Employees in the bargaining unit for whom the collective agreement is not implemented within one-hundred and eighty one (181) days after signature will be entitled to a fifty dollar (\$50) nonpensionable amount; these employees will be entitled to an additional fifty dollar (\$50) nonpensionable amount for every subsequent complete period of ninety (90) days their collective agreement is not implemented. These amounts will be included in their final retroactive payment.
- 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 nonpensionable amount of four hundred dollars (\$400); for any period under 3(b), the employee may receive one fifty (\$50) payment.
- d) Should the Treasury Board of Canada negotiate higher amounts for 3(b) with any other bargaining agent representing Core Public Administration employees, the Communications Security Establishment will compensate Public Service Alliance of Canada members for the difference in an administratively feasible manner.
- e) 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.
- f) Employees will be provided a detailed breakdown of the retroactive payments received and may request that the Communications Security Establishment compensation unit or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Communications Security Establishment will consult with the Public Service Alliance of Canada regarding the format of the detailed breakdown.
- g) 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. For employees in organizations not serviced by the Pay Centre, employees shall contact the compensation services of their organization.