

COLLECTIVE AGREEMENT

BETWEEN

THE COMMUNICATIONS SECURITY ESTABLISHMENT

AND

**THE PUBLIC SERVICE ALLIANCE
OF CANADA**

Expiry date : February 9, 2026

Table of Contents

ARTICLE 1: RECOGNITION AND APPLICATION	1
ARTICLE 2: INTERPRETATION AND DEFINITIONS	1
**ARTICLE 3: CHECK-OFF	4
ARTICLE 4: APPOINTMENT AND TIME OFF FOR STEWARDS	5
**ARTICLE 5: PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES	5
**ARTICLE 6: NO DISCRIMINATION OR HARASSMENT	5
ARTICLE 7: SICK LEAVE	6
Credits	6
Granting of sick leave	6
Advance of Credits	7
Restoration of Credits	7
ARTICLE 8: TECHNOLOGICAL CHANGE	8
ARTICLE 9: HEALTH AND SAFETY	8
ARTICLE 10: LEAVE GENERAL	8
** ARTICLE 11: VACATION LEAVE	9
Accumulation of Vacation Leave Credits	9
Granting of Vacation Leave	10
Carry-over and/or Liquidation of Vacation Leave	11
Recall from Vacation Leave	11
Leave when Employment Terminates	11
Advance Payments	12
Cancellation of Vacation Leave	12
One-Time Entitlement	12
** ARTICLE 12: OTHER LEAVE WITH OR WITHOUT PAY	13
Bereavement Leave With Pay	13
Court Leave With Pay	14
Personnel Selection Leave With Pay	14
Maternity Leave Without Pay	15
Maternity Allowance	16
Special Maternity Allowance for Totally Disabled Employees	18
Parental Leave without Pay	19
Parental Allowance	20
Special Parental Allowance for Totally Disabled Employees	25
Leave Without Pay for the Care of Family	26

Leave Without Pay for Personal Needs	27
Leave Without Pay for Relocation of a Spouse	28
Leave With Pay for Family-Related Responsibilities	28
Injury-On-Duty Leave With Pay.....	29
Leave With or Without Pay for Other Reasons	30
Examination Leave With Pay.....	30
Personal Leave	31
Maternity Related Reassignment or Leave.....	31
Education Leave Without Pay	32
Medical Appointment for Pregnant Employees	33
Domestic Violence Leave	33
Leave for Traditional Indigenous Practice.....	34
ARTICLE 13 : PROFESSIONAL DEVELOPMENT AND REQUIRED TRAINING	34
Professional Development.....	34
Professional Development Consultation Committee	35
Required Training.....	36
ARTICLE 14: GRIEVANCE PROCEDURE.....	36
General.....	36
Individual Grievances	36
Group Grievances.....	37
Policy Grievances	37
Grievance Procedure.....	37
Expedited Adjudication	41
**ARTICLE 15: LEAVE FOR ALLIANCE BUSINESS	41
Federal Public Sector Labour Relations and Employment Board Hearings	41
Arbitration Board and Public Interest Commission Hearings	42
Adjudication	42
Meetings During the Grievance Process.....	43
Contract Negotiations Meetings.....	43
Preparatory Contract Negotiations Meetings.....	43
Meetings Between the Alliance and Management	44
Alliance Meetings, Conventions, Conferences and Committee Meetings	44
Representatives' Training Courses.....	44
Alliance Position.....	44
Reimbursement.....	44

**ARTICLE 16 : HOURS OF WORK	44
General.....	44
Day Work.....	45
Variable Hours.....	45
Shift Work	45
Flexible Hours.....	47
**ARTICLE 17: ADMINISTRATIVE PROVISIONS FOR HOURS OF WORK SCHEDULED IN ACCORDANCE WITH CLAUSES 16.06 OR 16.11	47
Conversion of Days to Hours.....	47
Leave - General	47
Implementation / Termination	48
**SPECIFIC APPLICATION	48
(a) Interpretation and Definitions	48
(b) Vacation Leave & Sick Leave	48
(c) Designated Holidays.....	49
(d) Meal Allowance.....	49
(e) Overtime	49
(f) Pay Administration.....	50
(g) Hours of Work.....	50
** ARTICLE 18: OVERTIME	50
**ARTICLE 19: DESIGNATED HOLIDAYS	52
Remuneration for Work on a Designated Holiday.....	54
Overtime Meal for Work on a Designated Holiday.....	54
**ARTICLE 20: SEVERANCE PAY	55
(a) Lay-off	55
(b) Rejection on probation	55
(c) Death.....	56
(d) Termination for case for reasons of incapacity or incompetence	56
Appointment to a position to a separate organization	56
**ARTICLE 21: SHIFT AND WEEKEND PREMIUMS	57
Shift Premium	57
Weekend Premium	57
ARTICLE 22: REPORTING PAY	57
ARTICLE 23: STANDBY	57
ARTICLE 24: CALLBACK	58

ARTICLE 25: NO PYRAMIDING OF PAYMENTS	59
ARTICLE 26: TRAVEL TIME	59
ARTICLE 27: PART-TIME EMPLOYMENT	61
ARTICLE 28: WORK DESCRIPTIONS	62
ARTICLE 29: EMPLOYEE FILES	62
**ARTICLE 30: JOB SECURITY	62
ARTICLE 31: PRECEDENCE OF LEGISLATION AND THE COLLECTIVE AGREEMENT	63
ARTICLE 32: AGREEMENT REOPENER	63
**ARTICLE 33: PAY ADMINISTRATION	63
Payment Following the Death of an Employee.....	63
Retroactivity	64
Acting Pay.....	64
Salary Protection Status	64
ARTICLE 34: MEMBERSHIP FEES	64
ARTICLE 35 : PUBLICATIONS AND AUTHORSHIP	64
ARTICLE 36: CONSULTATION	65
ARTICLE 37: NATIONAL JOINT COUNCIL AGREEMENTS	65
ARTICLE 38: RELIGIOUS OBSERVANCE	66
**ARTICLE 39: DURATION	67
**APPENDIX "A"	68
** APPENDIX "A-1" – Annual Rates of Pay (UNISON)	68
** APPENDIX "A-2" – Annual Rates of Pay (UNMA)	73
** APPENDIX "A-3" – Compensation Rates for former Classification Groups and Levels subject to Salary Protection as a result of UNISON conversion	76
**PAY NOTES	77
Transitional	77
Implementation of Pay Steps	77
Economic Increases.....	77
Pay Line Adjustment	77
Once Time Allowance Related to the Performance of Regular Duties	77
Anniversary Date.....	78
Incremental Increases for Full Time and Part Time Employees.....	78
Promotions.....	78
Demotions.....	78
Agreement Implementation	79

APPENDIX “B”	80
MEMORANDUM OF UNDERSTANDING BETWEEN THE COMMUNICATIONS SECURITY ESTABLISHMENT AND THE PUBLIC SERVICE ALLIANCE OF CANADA	80
**APPENDIX “C”	81
MEMORANDUM OF UNDERSTANDING BETWEEN THE COMMUNICATIONS SECURITY ESTABLISHMENT AND THE PUBLIC SERVICE ALLIANCE OF CANADA	81
APPENDIX “D”	83
REGULATIONS RESPECTING PAY ON RECLASSIFICATION OR CONVERSION (*extract from TB Pay Authorities – Policies and Publication – www.tbs-cst.gc.ca)	83
APPENDIX “E”	87
MEMORANDUM OF UNDERSTANDING BETWEEN THE COMMUNICATIONS SECURITY ESTABLISHMENT AND THE PUBLIC SERVICE ALLIANCE OF CANADA	87
APPENDIX “F”	88
MEMORANDUM OF UNDERSTANDING BETWEEN THE COMMUNICATIONS SECURITY ESTABLISHMENT AND THE PUBLIC SERVICE ALLIANCE OF CANADA	88
APPENDIX “G”	89
MEMORANDUM OF AGREEMENT ON CHILD CARE	89
**APPENDIX “H”	90
MEMORANDUM OF UNDERSTANDING BETWEEN THE COMMUNICATIONS SECURITY ESTABLISHMENT AND THE PUBLIC SERVICE ALLIANCE OF CANADA IN RESPECT OF THE COMPENSATION ADVISOR RETENTION ALLOWANCE ...	90
**APPENDIX “I”	91
MEMORANDUM OF UNDERSTANDING (Finance Allowances)	91
APPENDIX “J”	95
Archived Provisions for the Elimination of Severance Pay for Voluntary Separations (Resignation and Retirement) 95	
** APPENDIX “K”	99
MEMORANDUM OF UNDERSTANDING BETWEEN THE COMMUNICATIONS SECURITY ESTABLISHMENT AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO THE IMPLEMENTATION OF THE COLLECTIVE AGREEMENT	99
** APPENDIX “L”	100
MEMORANDUM OF UNDERSTANDING BETWEEN THE COMMUNICATIONS SECURITY ESTABLISHMENT AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT GENDER-INCLUSIVE LANGUAGE	100
** APPENDIX “M”	101
MEMORANDUM OF UNDERSTANDING BETWEEN THE COMMUNICATIONS SECURITY ESTABLISHMENT AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO A JOINT REVIEW ON EMPLOYMENT EQUITY, DIVERSITY AND INCLUSION TRAINING AND INFORMAL CONFLICT MANAGEMENT SYSTEM	101
** APPENDIX “N”	102
MEMORANDUM OF UNDERSTANDING BETWEEN THE COMMUNICATIONS SECURITY ESTABLISHMENT AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO MATERNITY AND PARENTAL LEAVE WITHOUT PAY	102

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,

“Alliance” (Alliance)

means the Public Service Alliance of Canada.

“bargaining unit” (unité de négociation)

means the employees of the Employer described in Article 1, Recognition and Application.

“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.

“compensation” (rémunération)

means payment by direct deposit, cheque or in cash.

“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.

“continuous employment” (employ continu)

has the same meaning as in the existing rules and regulations of the Employer on the date of signing of this Agreement.

“daily rate of pay” (taux de remuneration journalier)

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

“day” (jour)

means the period of twenty-four (24) consecutive hours commencing at 00:00 hour.

“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.

“double time” (tarif double)

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

“employee” (employé)

means a person who is a member of the bargaining unit described in clause 1.01 of Article 1, Recognition and Application.

“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.

“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;

“fiscal year” (exercice financier)

means the period of time from April 1st of one calendar year to March 31st of the following calendar year.

“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.

“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.

“hourly rate of pay” (taux de remuneration horaire)

means a full-time employee's weekly rate of pay divided by thirty-seven and one-half (37 ½).

“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.

“leave of absence” (congé)

means permission to be absent from duty granted to an employee by an authorized officer of the Employer.

“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;

“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.

“straight time rate of pay” (tarif de base)

means the employee's hourly rate of pay.

“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.

“time and one half” (tarif et demi)

means one and one-half (1 1/2) times the employee's hourly rate of pay.

“weekly rate of pay” (taux de remuneration hebdomadaire)

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

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

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

****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.

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3.08 The Employer agrees to supply the Local each quarter with the name, work location, and classification of each employee. The quarterly list will include the date of appointment for each new employee and date of departure for each employee whose employment with the Employer has ceased.

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

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**

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5.01 Reasonable space on bulletin boards, in convenient locations, including electronic bulletin boards where available, will be made available to the Alliance for the posting official Alliance notices. The Alliance shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer except in the case of notices related to the business affairs of the Alliance, including posting of the names of Alliance representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

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, genetic characteristics, marital status, disability or membership or activity in the Alliance or a conviction of which a pardon has been granted or in respect of which a record of suspension has been ordered.

**

6.02 With respect to a grievance filed in relation to this Article:

- (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.

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

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6.04 The Employer shall provide the complainant(s) and/or respondent(s) with an official copy of the investigation report, subject to the *Access to Information Act* and *Privacy Act*.

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 seventy-five (75) hours' pay:

- (a) nine decimal three seven five (9.375) hours until the month in which the anniversary of his or her seventh (7th) year of service occurs;
- (b) twelve decimal five (12.5) hours commencing with the month in which his or her seventh (7th) anniversary of service occurs;
- (c) thirteen decimal seven five (13.75) hours commencing with the month in which his or her sixteenth (16th) anniversary of service occurs;
- (d) fourteen decimal four (14.4) hours commencing with the month in which his or her seventeenth (17th) anniversary of service occurs;
- (e) fifteen decimal six two five (15.625) hours commencing with the month in which his or her eighteenth (18th) anniversary of service occurs;

- (f) sixteen decimal eight seven five (16.875) hours commencing with the month in which his or her twenty-seventh (27th) anniversary of service occurs;
- (g) eighteen decimal seven five (18.75) hours commencing with the month in which his or her twenty-eighth (28th) anniversary of service occurs;
- (h) for the purpose of clauses 11.02 and 11.15, 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

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

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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). For clarity, employees shall be credited the leave described in 11.15(a) only once in their total period of employment in the public service.
- (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.

Bereavement Leave With Pay

**

12.02

- (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 aunt or uncle, 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).
- (h) An employee is entitled to three (3) consecutive working days of bereavement leave with pay in the event of a stillbirth experienced by them or their spouse or common-law partner or where they would have been a parent of the child born as a result of the pregnancy. For greater certainty, stillbirth is defined as an unborn child on or after 20 weeks of pregnancy. The leave may be taken during the period that begins on the day on which the stillbirth occurs and ends no later than 12 weeks after the latest of the days on which any funeral, burial or memorial service in respect of the stillbirth occurs.

Court Leave With Pay

12.03 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.

Personnel Selection Leave With Pay

12.04 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.

Maternity Leave Without Pay

12.05

- (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.

Maternity Allowance

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12.06

- (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: 80%; margin-left: 0;"/> [total period to be worked as specified in (B)]
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however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in section (A) within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,
 - (ii) for each week that the employee receives a maternity benefit under the Employment Insurance or 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 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, 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 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 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.

Special Maternity Allowance for Totally Disabled Employees

**

12.07

- (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 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).

Parental Leave without Pay

12.08

(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 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.

Parental Allowance

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12.09

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 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 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, 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 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 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 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 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 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 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 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 to which the employee is entitled for the substantive level to which he or she is appointed.
- (q) Notwithstanding paragraph (p), and subject to subparagraph (o)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (r) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
- (s) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (t) The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.

Special Parental Allowance for Totally Disabled Employees

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12.10

- (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 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).

Leave Without Pay for the Care of Family

12.11

- (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.

Leave Without Pay for Personal Needs

12.12

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.

Leave Without Pay for Relocation of a Spouse

12.13

- (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.

Leave With Pay for Family-Related Responsibilities

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12.14

- (a) For the purpose of this clause, family is defined as:
 - (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,
 - (vii) 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) fifteen (15) 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.
 - (vii) to visit a family member who, due to an incurable terminal illness, is nearing the end of their life.
- (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.

Injury-On-Duty Leave With Pay

12.15 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.

Leave With or Without Pay for Other Reasons

12.16 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.

Examination Leave With Pay

12.17 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.

Personal Leave

12.18 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.

Maternity Related Reassignment or Leave

12.19

- (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.

Education Leave Without Pay

12.20

- (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.

Medical Appointment for Pregnant Employees

12.21 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.

Domestic Violence Leave

12.22 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.

Leave for Traditional Indigenous Practice

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12.23

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

For the purpose of this article, an Indigenous person means First Nations, Inuit or Métis

- (b) Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this article shall, when delivered to the Employer, be considered as meeting the requirements of this article
- (c) An employee who intends to request leave under this article must give notice to the Employer as far in advance as possible before the requested period of leave.
- (d) Leave under this article may be taken in one or more periods. Each period of leave shall not be less than seven decimal five (7.5) hours.

ARTICLE 13 : PROFESSIONAL DEVELOPMENT AND REQUIRED TRAININGProfessional Development

13.01

- (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.

Professional Development Consultation Committee

13.02

- (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.

Required Training

13.03

- (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 PROCEDUREGeneral

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

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

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

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.

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.

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

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**Federal Public Sector Labour Relations and Employment Board Hearings

15.01

(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.

Arbitration Board and Public Interest Commission Hearings

15.02

- (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.

Adjudication

15.03 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.

Meetings During the Grievance Process

15.04

(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.

Contract Negotiations Meetings

15.05 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.

Preparatory Contract Negotiations Meetings

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

Meetings Between the Alliance and Management

15.07 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.

Alliance Meetings, Conventions, Conferences and Committee Meetings

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15.08 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 and conferences of the Alliance, the Component, the Canadian Labour Congress and the Territorial and Provincial Federations of Labour and Alliance recognized committee meetings of the Alliance, the components, the Canadian Labour Congress and the territorial and provincial Federations of Labour.

Representatives' Training Courses

15.09 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.

Alliance Position

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15.10 The Employer will grant leave of absence without pay to an employee who is elected or appointed to a full-time position of the Alliance within one (1) month after notice is given to the Employer of such election or appointment by the Alliance. The duration of such leave shall be for the period the employee holds such office.

Reimbursement

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15.11 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 up to 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 period of up to twenty-eight (28) days 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 (½) day | - three decimal seven five (3.75) hours |
| (b) | one (1) day | - seven decimal five zero (7.50) hours |
| (c) | one and one-quarter (1¼) days | - nine decimal three seven five (9.375) hours |
| (d) | one and two-thirds (1 ² / ₃) days | - twelve decimal five zero (12.50) hours |
| (e) | one and eleven/twelve (111/12) | - 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 (2½) 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 ½) 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 ½) 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 ½) 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 twelve dollars (\$12.00).
- (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 twelve dollars (\$12.00).

(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 or where the employee has obtained authorization to work at the employee's residence.
- (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 or where the employee has obtained authorization to work at the employee's residence.

- (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**

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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) National Day for Truth and Reconciliation
- (h) the day fixed by proclamation of the Governor in Council as a general day of thanksgiving,
- (i) Remembrance Day,
- (j) Christmas Day,
- (k) Boxing Day,
- (l) one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional holiday is recognized as a provincial or civic holiday, the first Monday in August,
- (m) 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 twelve dollars (\$12.00).

- (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 twelve dollars (\$12.00).
- (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 or where the employee has obtained authorization to work at the employee's residence.
- (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 J or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

Appointment to a position to a separate organization

**

20.03 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 J.

**

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 J.

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

**

21.01 An employee will receive a shift premium of two dollars and twenty-five cents (\$2.25) 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 and twenty-five cents (\$2.25) 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: CALLBACK

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.

**

30.02 Through Labour Management Consultation Committees, or through another forum as agreed upon by both parties, Employer and Alliance representatives shall meet to discuss and exchange on issues associated with contracting out, such as but not limited to, the influence on working conditions, complexity of tasks, information on contractors in the workplace, future resource and service requirements, skills inventories, knowledge transfer, position vacancies, workload, and managed services.

**

30.03 Where practicable and when indeterminate employees are affected by workforce adjustment situations, and provided the employee is capable of performing the necessary work, preference shall be given to their retention over re-engaging a contractor.

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.

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

Payment Following the Death of an Employee

33.05

- (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.

Retroactivity

33.06 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.

Acting Pay

33.08 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 |

Salary Protection Status

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33.09 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 "D".

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.
- (c) 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

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.

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**

39.01 This Collective Agreement shall expire 9 February 2026.

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'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" – Annual Rates of Pay (UNISON)****Table legend**

- §) Effective 10 February 2021
- A) Effective 10 February 2022
- B) Effective 10 February 2023
- X) Effective 10 February 2023 - Wage Adjustment
- C) Effective 10 February 2024
- Y) Effective 10 February 2024 - Pay Line Adjustment
- D) Effective 10 February 2025
- Z) Effective 10 February 2025 - Wage Adjustment

UNI-1 – Annual rates of pay (in dollars)

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
§) February 10, 2021	40,750	42,176	43,652	45,180	46,761	48,398	49,275
A) February 10, 2022	41,361	42,809	44,307	45,858	47,462	49,124	50,014
B) February 10, 2023	42,809	44,307	45,858	47,463	49,123	50,843	51,764
X) February 10, 2023 – Wage Adjustment	43,344	44,861	46,431	48,056	49,737	51,479	52,411
C) February 10, 2024	44,644	46,207	47,824	49,498	51,229	53,023	53,983
Y) February 10, 2024 – Pay Line Adjustment	44,867	46,438	48,063	49,745	51,485	53,288	54,253
D) February 10, 2025	45,764	47,367	49,024	50,740	52,515	54,354	55,338
Z) February 10, 2025 – Wage Adjustment	45,878	47,485	49,147	50,867	52,646	54,490	55,476

UNI-2 – Annual rates of pay (in dollars)

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
§) February 10, 2021	46,882	48,523	50,221	51,979	53,798	55,681	57,081
A) February 10, 2022	47,585	49,251	50,974	52,759	54,605	56,516	57,937
B) February 10, 2023	49,250	50,975	52,758	54,606	56,516	58,494	59,965
X) February 10, 2023 – Wage Adjustment	49,866	51,612	53,417	55,289	57,222	59,225	60,715

C) February 10, 2024	51,362	53,160	55,020	56,948	58,939	61,002	62,536
Y) February 10, 2024 – Pay Line Adjustment	51,619	53,426	55,295	57,233	59,234	61,307	62,849
D) February 10, 2025	52,651	54,495	56,401	58,378	60,419	62,533	64,106
Z) February 10, 2025 – Wage Adjustment	52,783	54,631	56,542	58,524	60,570	62,689	64,266

UNI-3 – Annual rates of pay (in dollars)

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) February 10, 2021	52,033	53,854	55,739	57,690	59,709	61,799	62,451
A) February 10, 2022	52,813	54,662	56,575	58,555	60,605	62,726	63,388
B) February 10, 2023	54,661	56,575	58,555	60,604	62,726	64,921	65,607
X) February 10, 2023 – Wage Adjustment	55,344	57,282	59,287	61,362	63,510	65,733	66,427
C) February 10, 2024	57,004	59,000	61,066	63,203	65,415	67,705	68,420
Y) February 10, 2024 – Pay Line Adjustment	57,289	59,295	61,371	63,519	65,742	68,044	68,762
D) February 10, 2025	58,435	60,481	62,598	64,789	67,057	69,405	70,137
Z) February 10, 2025 – Wage Adjustment	58,581	60,632	62,754	64,951	67,225	69,579	70,312

UNI-4 – Annual rates of pay (in dollars)

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) February 10, 2021	57,991	60,021	62,122	64,296	66,546	68,307
A) February 10, 2022	58,861	60,921	63,054	65,260	67,544	69,332
B) February 10, 2023	60,921	63,053	65,261	67,544	69,908	71,759
X) February 10, 2023 – Wage Adjustment	61,683	63,841	66,077	68,388	70,782	72,656
C) February 10, 2024	63,533	65,756	68,059	70,440	72,905	74,836
Y) February 10, 2024 – Pay Line Adjustment	63,851	66,085	68,399	70,792	73,270	75,210
D) February 10, 2025	65,128	67,407	69,767	72,208	74,735	76,714
Z) February 10, 2025 – Wage Adjustment	65,291	67,576	69,941	72,389	74,922	76,906

UNI-5 – Annual rates of pay (in dollars)

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) February 10, 2021	64,344	66,596	68,927	71,339	73,836	75,699
A) February 10, 2022	65,309	67,595	69,961	72,409	74,944	76,834
B) February 10, 2023	67,595	69,961	72,410	74,943	77,567	79,523
X) February 10, 2023 – Wage Adjustment	68,440	70,836	73,315	75,880	78,537	80,517
C) February 10, 2024	70,493	72,961	75,514	78,156	80,893	82,933

Y) February 10, 2024 – Pay Line Adjustment	70,845	73,326	75,892	78,547	81,297	83,348
D) February 10, 2025	72,262	74,793	77,410	80,118	82,923	85,015
Z) February 10, 2025 – Wage Adjustment	72,443	74,980	77,604	80,318	83,130	85,228

UNI-6 – Annual rates of pay (in dollars)

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) February 10, 2021	74,823	77,442	80,152	82,957	85,860	88,028
A) February 10, 2022	75,945	78,604	81,354	84,201	87,148	89,348
B) February 10, 2023	78,603	81,355	84,201	87,148	90,198	92,475
X) February 10, 2023 – Wage Adjustment	79,586	82,372	85,254	88,237	91,325	93,631
C) February 10, 2024	81,974	84,843	87,812	90,884	94,065	96,440
Y) February 10, 2024 – Pay Line Adjustment	82,384	85,267	88,251	91,338	94,535	96,922
D) February 10, 2025	84,032	86,972	90,016	93,165	96,426	98,860
Z) February 10, 2025 – Wage Adjustment	84,242	87,189	90,241	93,398	96,667	99,107

UNI-7 – Annual rates of pay (in dollars)

Effective Date	Range					
§) February 10, 2021	83,055 to 97,710					
A) February 10, 2022	84,301 to 99,176					
B) February 10, 2023	87,252 to 102,647					
X) February 10, 2023 – Wage Adjustment	88,343 to 103,930					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
C) February 10, 2024	90,993	94,178	97,474	100,886	104,417	107,048
Y) February 10, 2024 – Pay Line Adjustment	91,448	94,649	97,961	101,390	104,939	107,583
D) February 10, 2025	93,277	96,542	99,920	103,418	107,038	109,735
Z) February 10, 2025 – Wage Adjustment	93,510	96,783	100,170	103,677	107,306	110,009

UNI-8 – Annual rates of pay (in dollars)

Effective Date	Range					
\$) February 10, 2021	88,645 to 104,288					
A) February 10, 2022	89,975 to 105,852					
B) February 10, 2023	93,124 to 109,557					
X) February 10, 2023 – Wage Adjustment	94,288 to 110,926					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
C) February 10, 2024	97,117	100,516	104,034	107,675	111,444	114,254
Y) February 10, 2024 – Pay Line Adjustment	97,603	101,019	104,554	108,213	112,001	114,825
D) February 10, 2025	99,555	103,039	106,645	110,377	114,241	117,122
Z) February 10, 2025 – Wage Adjustment	99,804	103,297	106,912	110,653	114,527	117,415

UNI-9 – Annual rates of pay (in dollars)

Effective Date	Range					
\$) February 10, 2021	95,092 to 111,868					
A) February 10, 2022	96,518 to 113,546					
B) February 10, 2023	99,896 to 117,520					
X) February 10, 2023 – Wage Adjustment	101,145 to 118,989					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
C) February 10, 2024	104,179	107,825	111,599	115,505	119,548	122,559
Y) February 10, 2024 – Pay Line Adjustment	104,700	108,364	112,157	116,083	120,146	123,172
D) February 10, 2025	106,794	110,531	114,400	118,405	122,549	125,635
Z) February 10, 2025 – Wage Adjustment	107,061	110,807	114,686	118,701	122,855	125,949

UNI-10 – Annual rates of pay (in dollars)

Effective Date	Range					
\$) February 10, 2021	106,996 to 125,878					
A) February 10, 2022	108,601 to 127,766					
B) February 10, 2023	112,402 to 132,238					
X) February 10, 2023 – Wage Adjustment	113,807 to 133,891					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
C) February 10, 2024	117,221	121,324	125,570	129,965	134,514	137,908
Y) February 10, 2024 – Pay Line Adjustment	117,807	121,931	126,198	130,615	135,187	138,598
D) February 10, 2025	120,163	124,370	128,722	133,227	137,891	141,370
Z) February 10, 2025 – Wage Adjustment	120,463	124,681	129,044	133,560	138,236	141,723

UNI-11 – Annual rates of pay (in dollars)

Effective Date	Range					
§) February 10, 2021	120,469 to 141,726					
A) February 10, 2022	122,276 to 143,852					
B) February 10, 2023	126,556 to 148,887					
X) February 10, 2023 – Wage Adjustment	128,138 to 150,748					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
C) February 10, 2024	131,982	136,601	141,382	146,330	151,452	155,270
Y) February 10, 2024 – Pay Line Adjustment	132,642	137,284	142,089	147,062	152,209	156,046
D) February 10, 2025	135,295	140,030	144,931	150,003	155,253	159,167
Z) February 10, 2025 – Wage Adjustment	135,633	140,380	145,293	150,378	155,641	159,565

**** APPENDIX “A-2” – Annual Rates of Pay (UNMA)****Table legend**

- §) Effective 10 February 2021
- A) Effective 10 February 2022
- B) Effective 10 February 2023
- X) Effective 10 February 2023 - Wage Adjustment
- C) Effective 10 February 2024
- Y) Effective 10 February 2024 - Pay Line Adjustment
- D) Effective 10 February 2025
- Z) Effective 10 February 2025 - Wage Adjustment

UNMA-4 – Annual rates of pay (in dollars)

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) February 10, 2021	59,472	61,554	63,708	65,938	68,246	69,788
A) February 10, 2022	60,364	62,477	64,664	66,927	69,270	70,835
B) February 10, 2023	62,477	64,664	66,927	69,269	71,694	73,314
X) February 10, 2023 – Wage Adjustment	63,258	65,472	67,764	70,135	72,590	74,230
C) February 10, 2024	65,156	67,436	69,797	72,239	74,768	76,457
Y) February 10, 2024 – Pay Line Adjustment	65,482	67,773	70,146	72,600	75,142	76,839
D) February 10, 2025	66,792	69,128	71,549	74,052	76,645	78,376
Z) February 10, 2025 – Wage Adjustment	66,959	69,301	71,728	74,237	76,837	78,572

UNMA-5 – Annual rates of pay (in dollars)

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) February 10, 2021	67,306	69,662	72,100	74,624	77,236	78,661
A) February 10, 2022	68,316	70,707	73,182	75,743	78,395	79,841
B) February 10, 2023	70,707	73,182	75,743	78,394	81,139	82,635
X) February 10, 2023 – Wage Adjustment	71,591	74,097	76,690	79,374	82,153	83,668
C) February 10, 2024	73,739	76,320	78,991	81,755	84,618	86,178
Y) February 10, 2024 – Pay Line Adjustment	74,108	76,702	79,386	82,164	85,041	86,609
D) February 10, 2025	75,590	78,236	80,974	83,807	86,742	88,341
Z) February 10, 2025 – Wage Adjustment	75,779	78,432	81,176	84,017	86,959	88,562

UNMA-6 – Annual rates of pay (in dollars)

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) February 10, 2021	80,746	83,572	86,497	89,524	92,657	93,951
A) February 10, 2022	81,957	84,826	87,794	90,867	94,047	95,360
B) February 10, 2023	84,825	87,795	90,867	94,047	97,339	98,698
X) February 10, 2023 – Wage Adjustment	85,885	88,892	92,003	95,223	98,556	99,932
C) February 10, 2024	88,462	91,559	94,763	98,080	101,513	102,930
Y) February 10, 2024 – Pay Line Adjustment	88,904	92,017	95,237	98,570	102,021	103,445
D) February 10, 2025	90,682	93,857	97,142	100,541	104,061	105,514
Z) February 10, 2025 – Wage Adjustment	90,909	94,092	97,385	100,792	104,321	105,778

UNMA-7 – Annual rates of pay (in dollars)

Effective Date	Range					
§) February 10, 2021	91,585 to 106,240					
A) February 10, 2022	92,959 to 107,834					
B) February 10, 2023	96,213 to 111,608					
X) February 10, 2023 – Wage Adjustment	97,416 to 113,003					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
C) February 10, 2024	100,338	103,850	107,485	111,247	115,141	116,393
Y) February 10, 2024 – Pay Line Adjustment	100,840	104,369	108,022	111,803	115,717	116,975
D) February 10, 2025	102,857	106,456	110,182	114,039	118,031	119,315
Z) February 10, 2025 – Wage Adjustment	103,114	106,722	110,457	114,324	118,326	119,613

UNMA-8 – Annual rates of pay (in dollars)

Effective Date	Range					
§) February 10, 2021	99,861 to 115,504					
A) February 10, 2022	101,359 to 117,237					
B) February 10, 2023	104,907 to 121,340					
X) February 10, 2023 – Wage Adjustment	106,218 to 122,857					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
C) February 10, 2024	109,405	113,234	117,197	121,299	125,544	126,543
Y) February 10, 2024 – Pay Line Adjustment	109,952	113,800	117,783	121,905	126,172	127,176
D) February 10, 2025	112,151	116,076	120,139	124,343	128,695	129,720
Z) February 10, 2025 – Wage Adjustment	112,431	116,366	120,439	124,654	129,017	130,044

UNMA-9 – Annual rates of pay (in dollars)

Effective Date	Range					
\$) February 10, 2021	107,432 to 124,208					
A) February 10, 2022	109,043 to 126,071					
B) February 10, 2023	112,860 to 130,483					
X) February 10, 2023 – Wage Adjustment	114,271 to 132,114					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
C) February 10, 2024	117,699	121,818	126,082	130,495	135,062	136,077
Y) February 10, 2024 – Pay Line Adjustment	118,287	122,427	126,712	131,147	135,737	136,757
D) February 10, 2025	120,653	124,876	129,246	133,770	138,452	139,492
Z) February 10, 2025 – Wage Adjustment	120,955	125,188	129,569	134,104	138,798	139,841

UNMA-10 – Annual rates of pay (in dollars)

Effective Date	Range					
\$) February 10, 2021	121,105 to 139,987					
A) February 10, 2022	122,922 to 142,087					
B) February 10, 2023	127,224 to 147,060					
X) February 10, 2023	128,814 to 148,898					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
C) February 10, 2024	132,678	137,322	142,128	147,102	152,251	153,365
Y) February 10, 2024 – Pay Line Adjustment	133,341	138,009	142,839	147,838	153,012	154,132
D) February 10, 2025	136,008	140,769	145,696	150,795	156,072	157,215
Z) February 10, 2025 – Wage Adjustment	136,348	141,121	146,060	151,172	156,462	157,608

UNMA-11 – Annual rates of pay (in dollars)

Effective Date	Range					
\$) February 10, 2021	136,863 to 158,120					
A) February 10, 2022	138,916 to 160,492					
B) February 10, 2023	143,778 to 166,109					
X) February 10, 2023 – Wage Adjustment	145,575 to 168,185					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
C) February 10, 2024	149,942	155,190	160,622	166,244	172,063	173,231
Y) February 10, 2024 – Pay Line Adjustment	150,692	155,966	161,425	167,075	172,923	174,097
D) February 10, 2025	153,706	159,085	164,654	170,417	176,381	177,579
Z) February 10, 2025 – Wage Adjustment	154,090	159,483	165,066	170,843	176,822	178,023

**** APPENDIX "A-3" – Compensation Rates for former Classification Groups and Levels subject to Salary Protection as a result of UNISON conversion**

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**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, 2024, employees in UNI-07 to UNI-II positions and in UNMA-7 to UNMA-II positions will have their pay converted to the next pay step for the UNI-07 to UNI-II and UNMA-7 to UNMA-II pay scales;

The increment between steps is 3.5%;

Upon implementation of the pay steps, employees shall be converted to the pay step at the rate of pay that is nearest to but not less than the rate of pay they would otherwise be entitled to receive on that date.

Economic Increases

**

Effective 10 February, 2022 : 1.5% (general economic increase)

Effective 10 February, 2023 : 3.5% (general economic increase)

Effective 10 February, 2023 : 1.25% (wage adjustment)

Effective 10 February, 2024 : 3.00% (general economic increase)

Effective 10 February, 2024 : 0.5% (pay line adjustment)

Effective 10 February, 2025 : 2.00% (general economic increase)

Effective 10 February, 2025 : 0.25% (wage adjustment)

Pay Line Adjustment

**

February 10, 2024 - Pay Line Adjustment of 0.5% to be applied to every step of every classification and level.

The implementation of these adjustments will be made in accordance with the implementation timelines as per Appendix K - Memorandum of Understanding with Respect to Implementation of the Collective Agreement.

Once Time Allowance Related to the Performance of Regular Duties

**

The Employer will provide a one-time lump-sum payment of two thousand five hundred dollars (\$2,500) to incumbents of positions within the bargaining unit on the date of signing of the collective agreement.

This one-time allowance will be paid to incumbents of positions within the bargaining unit for the performance of regular duties and responsibilities associated with their position.

Payment will be issued according to implementation time lines as per Appendix K - Memorandum of Understanding with Respect to Implementation of the Collective Agreement.

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.

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 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 "C"****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 requires the use of an operational language in the conduct of foreign intelligence activities. An eligible position may be found at the UNI-7, UNI-8, UNI-9 or UNI-10 non-managerial level.

2. An employee who is accredited in at least one skill (listening or reading) in at least one 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. 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 DGIO recruitment test. For language/skill combinations in which they are not deemed accredited, employees in eligible positions may apply to DGIO 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 "D"**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 “E”**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 “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 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 "G"**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 "H"****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 “1”****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, 2022	
Level	Annual Amount
UNI-9	\$4,175
UNI-10	\$5,171
February 10, 2023	
Level	Annual Amount
UNI-9	\$4,375
UNI-10	\$5,419
February 10, 2024	
Level	Annual Amount
UNI-9	\$4,506
UNI-10	\$5,582
February 10, 2025	
Level	Annual Amount
UNI-9	\$4,608
UNI-10	\$5,708

- 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, 2022	
Level	Annual Amount
UNI-6	\$442
UNI-7	\$490
UNI-8	Not applicable
UNI-9	\$559
UNI-10	\$628
February 10, 2023	
Level	Annual Amount
UNI-6	\$442
UNI-7	\$490
UNI-8	Not applicable
UNI-9	\$559
UNI-10	\$628
February 10, 2024	
Level	Annual Amount
UNI-6	\$442
UNI-7	\$490
UNI-8	Not applicable
UNI-9	\$559
UNI-10	\$628
February 10, 2025	
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, 2026.

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

1. The effective dates for economic increases will be specified in the collective agreement. Other provisions of the collective agreement will be effective as follows:

- a) All components of the agreement unrelated to pay administration will come into force on signature of this agreement unless otherwise expressly stipulated.
- b) Changes to existing and new compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one hundred and eighty (180) days after signature of agreement, on the date at which prospective elements of compensation increases will be implemented under 2.a).
- c) Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid as per the previous provisions until changes come into force as stipulated in 1.b).

2. The collective agreement will be implemented over the following time frames:

- a) The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one hundred and eighty (180) days after signature of this agreement where there is no need for manual intervention.
- b) Retroactive amounts payable to employees will be implemented within one hundred and eighty (180) days after signature of this agreement where there is no need for manual intervention.
- c) Prospective compensation increases and retroactive amounts that require manual processing will be implemented within four hundred and sixty (460) days after signature of this agreement.

3. Employee recourse

- a) Employees in the bargaining unit for whom this collective agreement is not fully implemented within one hundred and eighty (180) days after signature of this collective agreement will be entitled to a lump sum of two hundred dollars (\$200) non-pensionable amount when the outstanding amount owed after one hundred and eighty-one (181) days is greater than five hundred dollars (\$500). This amount will be included in their final retroactive payment.
- b) Employees will be provided a detailed breakdown of the retroactive payments received and may request that the compensation services at CSE verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the Alliance regarding the format of the detailed breakdown.
- c) In such a circumstance, employees shall contact the compensation services at CSE

**** APPENDIX “L”****MEMORANDUM OF UNDERSTANDING BETWEEN THE COMMUNICATIONS SECURITY ESTABLISHMENT AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT GENDER-INCLUSIVE LANGUAGE**

This memorandum of understanding (MOU) is to give effect to the agreement reached between the Communication Security Establishment (the Employer) and the Public Service Alliance of Canada (the Alliance) regarding the review of language in the collective agreement. The parties commit to establishing a Joint Committee to review the collective agreement to render the language more gender-inclusive in both official languages. The parties agree that any changes in language will not result in changes in application, scope or value. To support this review and for purposes of consistency in the federal public service, the Employer will share with the Alliance tools and an approach previously developed to integrate gender-inclusive language into the collective agreement. The Joint Committee will meet within ninety (90) days of the signing of the collective agreement and will endeavour to finalize the review and report to their principals by June 20, 2024. This timeline may be extended by mutual agreement. This MOU expires on the expiry date of this collective agreement.

**** APPENDIX "M"****MEMORANDUM OF UNDERSTANDING BETWEEN THE COMMUNICATIONS SECURITY ESTABLISHMENT AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO A JOINT REVIEW ON EMPLOYMENT EQUITY, DIVERSITY AND INCLUSION TRAINING AND INFORMAL CONFLICT MANAGEMENT SYSTEM**

1. The parties acknowledge that the Treasury Board of Canada and the Public Service Alliance of Canada entered into a Memorandum of Understanding with respect to a joint review on employment equity, diversity and inclusion (EEDI) training and information conflict management systems whereby they commit to establish a Joint Committee to review existing training courses related to EEDI which are currently available to employees in the Core Public Administration.

2. The Communications Security Establishment commits to consider the recommendations from the above-noted Joint Committee.

**** APPENDIX "N"****MEMORANDUM OF UNDERSTANDING BETWEEN THE COMMUNICATIONS SECURITY ESTABLISHMENT AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO MATERNITY AND PARENTAL LEAVE WITHOUT PAY**

This memorandum of understanding (MOU) is to give effect to the agreement reached between the Communication Security Establishment and the Public Service Alliance of Canada regarding the review of language under the articles on maternity leave without pay (12.05), maternity allowance (12.06), parental leave without pay (12.08) and parental allowance (12.09) in the collective agreement. The parties commit to participate in the exercise agreed between the PSAC and the Treasury Board of Canada (TBS) in April 2023 in relation to the review of the maternity leave without pay and parental leave without pay provisions of the collective agreement, to identify opportunities to simplify the language. The parties also commit to participate in the exercise of comparing the interactions between the collective agreement and the Employment Insurance Program and Quebec Parental Insurance Plan. The parties agree that the opportunities identified throughout this exercise will not result in changes in application, scope or value of articles 12.05, 12.06, 12.08 or 12.09 of the collective agreement. This MOU expires on the expiry date of this collective agreement.

Signed at Ottawa this 25th day of September 2023.

THE COMMUNICATIONS SECURITY ESTABLISHMENT

THE PUBLIC SERVICE ALLIANCE OF CANADA

Caroline Xavier

Beauchamp,
Christine

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Kevin Watters

Alexandre Silas

Gary Boston

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