



Treasury Board of Canada
Secrétariat

Secrétariat du Conseil du Trésor
du Canada

Applied Science and Patent Examination (SP)

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

**Group: Applied Science and Patent Examination
(All Employees)**

Expiry date: September 30, 2026

This agreement covers the following group(s):

Code	Group
201	Actuarial Science (AC)
202	Agriculture (AG)
205	Biological Sciences (BI)
206	Chemistry (CH)
211	Forestry (FO)
218	Meteorology (MT)
222	Physical Sciences (PC)
224	Scientific Regulation (SG-SRE)
230	Patent (SG-PAT)

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Article 1: purpose of agreement

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

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

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

2.01 For the purpose of this agreement:

“bargaining unit”

means the employees of the Employer in the group described in Article 26: recognition (« unité de négociation »)

**

“common-law partner”

refers to a person cohabiting in a conjugal relationship with an employee for a continuous period of at least one (1) year (« personne conjointe de fait »)

“continuous employment”

has the same meaning as specified in the *Directive on Terms and Conditions of Employment* on the date of signing of this agreement (« emploi continu »)

“daily rate of pay”

means an employee’s weekly rate of pay divided by five (5) (« taux de rémunération journalier »)

“day of rest”

in relation to an employee means a day, other than a designated paid holiday, on which that employee is not ordinarily required to perform duties other than by reason of the employee being on leave (« jour de repos »)

“designated paid holiday”

means the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a holiday in this agreement (« jour férié désigné payé »)

“double time”

means two (2) times the employee’s hourly rate of pay (« tarif double »)

“employee”

means a person so defined by the *Federal Public Sector Labour Relations Act* and who is a member of the bargaining unit (« personne salariée »)

“Employer”

means His Majesty in right of Canada as represented by the Treasury Board, and includes any person authorized to exercise the authority of the Treasury Board (« Employeur »)

“headquarters area”

has the same meaning as given to the expression in the *Travel Directive* (« région du lieu d’affectation »)

“hourly rate of pay”

means a full-time employee’s weekly rate of pay divided by thirty-seven decimal five (37.5) (« taux de rémunération horaire »)

“Institute”

means the Professional Institute of the Public Service of Canada (« Institut »)

“layoff”

means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function (« licenciement »)

“leave”

means authorized absence from duty (« congé »)

“membership dues”

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

“overtime”

means work required by the Employer, to be performed by the employee in excess of the employee’s daily hours of work (« heures supplémentaires »)

“sibling”

refers to the employee’s sisters and brothers (« fratrie »)

“spouse”

will, when required, be interpreted to include common-law partner except, for the purposes of the Foreign Service Directives, the definition of spouse will remain as specified in *Directive 2* of the Foreign Service Directives (« épouse ou époux »)

“straight-time rate”

means the employee’s hourly rate of pay (« tarif normal »)

“time and one half”

means one and one half (1 1/2) times the employee’s hourly rate of pay (« tarif et demi »)

“weekly rate of pay”

means an employee’s annual rate of pay divided by 52.176 (« taux de rémunération hebdomadaire »)

2.02

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

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

2.03 All elements identified in the table of contents form part of this collective agreement.

Article 3: official texts

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

****Article 4: application**

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

**

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

Article 5: management rights

5.01 All the functions, rights, powers and authority which the Employer has not specifically

abridged, delegated or modified by this agreement are recognized by the Institute as being retained by the Employer.

Article 6: rights of employees

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

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

Article 7: publications and authorship

Preamble

For the purpose of this article: "Publication" shall include, for example, scientific and professional papers, articles, manuscripts, monographs, audio and visual products, and computer software.

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

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

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

7.04

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

****Article 8: hours of work**

Clauses 8.02 through 8.05 shall not apply to employees on shift work. Clauses 8.06 through 8.18 shall apply only to employees on shift work.

General

8.01 For the purpose of this article, a week shall consist of seven (7) consecutive days beginning at 00:01 hours Monday and ending at 24:00 hours Sunday. The day is a twenty-four (24) hour period commencing at 00:01 hours.

Two (2) rest periods of fifteen (15) minutes each shall be provided during each normal working day, and three (3) rest periods of fifteen (15) minutes each for each shift scheduled for twelve (12) hours or more; except when operational requirements do not permit.

Non-shift work

8.02 The scheduled workweek shall be thirty-seven decimal five (37.5) hours and the scheduled workday shall be seven decimal five (7.5) consecutive hours, exclusive of a meal period, between the hours of 06:00 and 18:00. The normal workweek shall be Monday to Friday inclusive.

Days of rest

8.03

- a. An employee shall be granted two (2) consecutive days of rest during each seven (7) day period unless operational requirements do not so permit.
- b. For greater certainty, where an employee is required to work on a day of rest the provisions of Article 9 (overtime) shall apply.

Flexible hours

8.04 Upon request of an employee and the concurrence of the Employer, an employee may work flexible hours so long as the daily hours amount to seven decimal five (7.5).

**

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.

Compressed work schedule

8.05

**

- a. Upon request of an employee and the concurrence of the Employer, an employee may complete required hours of work in a period of other than five (5) full days provided that over a period of up to twenty-eight (28) calendar days the employee works an average of thirty-seven decimal five (37.5) hours per week.
- b. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer.

**

- c. In every period of up to twenty-eight (28) calendar days, the employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.

**

- d. Starting and finishing times, meal periods and rest periods are subject to the approval of the Employer.
- e. 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.

Shift work

8.06 “Shift schedule” means the arrangement of shifts over a given period of time not exceeding two (2) consecutive months and, where practical, for a minimum period of twenty-eight (28) consecutive days.

8.07 For employees engaged in shift work, the hours of work shall average thirty-seven decimal five (37.5) hours per week over the period of a shift schedule exclusive of meal periods.

8.08

- a. An employee shall be granted at least two (2) consecutive and continuous days of rest during any eight (8) calendar day period commencing on a day of work, unless operational requirements do not permit.

A period of twenty-four (24) hours or less between shifts or within a shift cycle shall not be considered a day of rest.

- b. For greater certainty, where an employee is required to work on a day of rest, the provisions of Article 9 (overtime) shall apply.

8.09 In computing the hours of work within a shift schedule, leave and other entitlements will be administered in accordance with the Memorandum of Agreement, Appendix “B.”

8.10 For the purpose of this agreement, when an employee’s shift does not commence and end on the same day, such shift shall be deemed for all purposes to have been entirely worked:

- a. on the day it commenced where half (1/2) or more of the hours worked fall on that day;
or
- b. on the day it terminates where more than half (1/2) of the hours worked fall on that day.

8.11 In the scheduling of shift work, the Employer shall arrange shifts so that:

- a. employees shall rotate through the various shifts in such a manner that the requirements for working night shifts, evening shifts and weekends will be shared on an equitable basis by all employees covered by the shift schedule, to the extent that operational requirements will permit;
- b. an employee’s shift shall not be scheduled to commence within fifteen (15) hours of the completion of the employee’s previous shift;
and

- c. employees shall not be scheduled to work less than seven (7) hours nor more than nine (9) hours in any one (1) shift.

8.12 Every reasonable effort shall be made by the Employer to consider the wishes of the employees concerned in the arrangement of shifts within a shift schedule. Therefore:

- a. notwithstanding the provisions of clause 8.11, upon request of at least two thirds (2/3) of the employees affected and with the concurrence of the Employer, shifts may be scheduled that vary from clause 8.11;
- b. notwithstanding anything to the contrary contained in this agreement, the implementation of any variation in hours under this clause shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this agreement.

8.13

- a. In order to help in the consideration of the wishes of the employees concerned, a provisional shift schedule shall be prepared by the Employer and shall be posted at least two (2) months in advance.
- b. Provisional and final shift schedules shall indicate the working hours for each shift. The final shift schedule shall be published at least three (3) weeks prior to the commencement of the said schedule and every effort shall be made by the Employer to ensure that scheduled days of rest are not changed. Where in the opinion of the Employer, briefing of shifts is required, adequate paid time shall be allotted within the shift schedule.

8.14 Provided it will not result in additional costs to the Employer, employees at the same office may exchange shifts with the prior permission of the Employer. Such permission shall not be unreasonably withheld. Once the exchange has been approved, the work schedule will become the official shift schedule of the office.

8.15

- a. If an employee is given less than one hundred and twenty (120) hours' advance notice of a change in the employee's scheduled shift, the employee will receive compensation at the rate of time and one half (1 1/2) for work performed on the first (1st) shift changed. Subsequent shifts worked on the changed schedule shall be paid for at straight-time rate and every effort shall be made by the Employer to ensure that scheduled days of rest on the changed schedule are maintained.
- b. Notwithstanding paragraph 8.15(a):
 - i. when a change in a shift schedule is required and the employee agrees it is to the employee's benefit to change the shift schedule, the employee shall be compensated at the straight-time rate for work performed in the first (1st) shift changed;
and

- ii. when an employee requests and the Employer agrees to change the employee's shift schedule, the employee shall be paid at the straight-time rate for work performed on the first (1st) shift of the revised shift schedule.

8.16 A meal period shall be scheduled as close to the mid-point of the shift as possible. In the event that an employee is required by the Employer to work through the meal period, such employee will be paid for the meal period at the applicable rate.

Shift premium

8.17

**

- a. An employee working a regularly scheduled shift will receive a shift premium of two dollars and twenty-five cents (\$2.25) per hour for each hour worked, including overtime hours, between 16:00 and 08:00.

**

- b. An MT shift-work employee whose hours of work are scheduled between 23:00 and 07:00 will be paid, in addition to the shift premium outlined in 8.17(a), an additional premium of one dollar and seventy-five cents (\$1.75) for all hours worked between 23:00 and 07:00.

Weekend premium

**

8.18 Employees working during the weekend will receive a weekend premium of two dollars and twenty-five cents (\$2.25) per hour for all hours worked, including overtime hours, on Saturday and/or Sunday. However, the foregoing shall not apply in cases where an employee to whom clause 8.02 applies requests to work on Saturday and/or Sunday.

****Article 9: overtime**

9.01 When an employee is required by the Employer to work overtime, the employee shall be compensated as follows:

- a. on the employee's normal workday, at the rate of time and one half (1 1/2) for the first (1st) seven decimal five (7.5) hours of overtime worked and at the rate of double (2) time for all hours of overtime in any contiguous period in excess of the first (1st) seven decimal five (7.5) hours;
- b. on the employee's first (1st) day of rest, at the rate of time and one half (1 1/2) for the first (1st) seven decimal five (7.5) hours of overtime worked and at the double (2) time rate for each contiguous hour thereafter;
- c. on the employee's second (2nd) or subsequent day of rest:
 - i. at the basis of double (2) time for each hour of overtime worked. Second (2nd) or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest;

- ii. notwithstanding paragraph (b) and subparagraph (c)(i) above, if, in an unbroken series of consecutive and contiguous calendar days of rest, the Employer permits the employee to work the required overtime on a day of rest requested by the employee, then the compensation shall be at time and one half (1 1/2) for the first (1st) day worked.

9.02 This clause does not apply to MT shift workers.

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

The compensation that the employee would have been granted had the employee not worked on a designated paid holiday is seven decimal five (7.5) hours remunerated at straight time.

**

9.03 This clause does not apply to MT shift workers.

When an employee works on a holiday, contiguous to a second (2nd) day of rest on which the employee also worked and received overtime in accordance with paragraph 9.01(c), the employee shall be paid in addition to the pay that the employee would have been granted had the employee not worked on the holiday, two (2) times the employee's hourly rate of pay for all time worked.

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

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

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

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

9.08

- a. An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed

for one (1) meal in the amount of twelve dollars (\$12), except where free meals are provided. Reasonable time with pay to be determined by the Employer shall be allowed the employee in order to take a meal either at or adjacent to the employee's place of work;

- b. When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of twelve dollars (\$12) except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.

**

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

Article 10: callback

10.01 If an employee is called back to work:

- a. on a designated paid holiday which is not the employee's scheduled day of work,
or
- b. on the employee's day of rest,
or
- c. after the employee has completed the employee's work for the day and has left the employee's place of work, and returns to work,

the employee shall be paid the greater of:

- i. the minimum of three (3) hours' pay at the applicable overtime rate of pay for each callback to a maximum of eight (8) hours' pay in an eight (8) hour period,
or
- ii. compensation at the applicable rate of overtime compensation for time worked,

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

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

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

payment within six (6) weeks of the commencement of the first (1st) pay period after September 30 of the next following fiscal year.

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

****Article 11: standby and reporting pay**

Standby

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

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

11.03

**

- a. An employee required to be on standby duty shall be available during the period of standby at a known telephone number or other agreed method of communication and be able to return for duty as quickly as possible if contacted.
- b. In areas and in circumstances where the Employer deems that electronic communication devices are both practicable and efficient, they will be provided without cost to those employees on standby duty.

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

11.05 A standby duty roster and schedule may be established at locations when, in the opinion of the Employer, it is warranted by operating conditions.

11.06 At the Employer's discretion, compensation for standby may be given by granting equivalent time off in lieu of a payment. If such time off cannot be granted within the quarter in which it is earned, then payment will be made.

Reporting pay

11.07 When an employee is required to report and reports to work on a day of rest, the employee is entitled to a minimum of three (3) hours' pay at the applicable overtime rate.

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

11.09 The minimum payment referred to in clause 11.07 above does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with Article 40 of this agreement.

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

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

- a. New Year's Day,
 - b. Good Friday,
 - c. Easter Monday; does not apply to MT employees working shift work;
 - d. Easter Sunday; applies only to MT employees working shift work;
 - e. the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday,
 - f. Canada Day,
 - g. Labour Day,
- **
- h. National Day for Truth and Reconciliation,
 - i. the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
 - j. Remembrance Day,
 - k. Christmas Day,
 - l. Boxing Day,
 - m. one (1) additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or in any area where, in the opinion of the Employer, no such day is recognized as a provincial or civic holiday, the first Monday in August,
and
 - n. one (1) additional day when proclaimed by an act of Parliament as a national holiday.

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

12.02 An employee absent without pay on both the employee's full working day immediately preceding and the employee's full working day immediately following a designated paid holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 31 (leave for labour relations matters).

Clauses 12.03 to 12.06 do not apply to MT employees working shift work.

Designated paid holiday falling on a day of rest

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

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

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

Compensation for work on a paid holiday

12.05 Compensation for work on a paid holiday will be in accordance with Article 9.

Designated paid holiday coinciding with a day of paid leave

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

Clauses 12.07 through 12.11 apply only to MT employees working shift work.

12.07 For the purpose of this article “lieu day” means a paid day of leave at another date in lieu of a designated paid holiday. A designated paid holiday shall account for seven decimal five (7.5) hours only for employees subject to clause 8.06.

Lieu days

12.08

- a. An employee who has completed six (6) months of continuous employment shall be credited:
 - i. at the beginning of each fiscal year “lieu days” equivalent in number to the number of designated paid holidays in that fiscal year;
 - or
 - ii. at the time the employee becomes subject to clause 8.07, “lieu days” equivalent in number to the number of designated paid holidays remaining in that fiscal year.
 - iii. Part-time MT employees shall be entitled, at the beginning of each fiscal year, to “lieu days” in the same proportion as their normal scheduled weekly hours of work compared with the normal weekly hours of work of full-time MT employees.
- b. “Lieu days” shall be taken at times that are agreeable to the Employer and the employee.
- c. Any “lieu days” granted in advance of holidays occurring after the date of an employee’s separation or after the employee ceases to be subject to clause 8.07 shall be subject to recovery of pay.

- d. "Lieu days" earned in a fiscal year and outstanding at the end of the fiscal year shall be paid at the employee's hourly rate of pay as calculated from the classification prescribed for the employee's substantive position on March 31.

Holiday falling on a day of rest

12.09 When a day designated as a paid holiday coincides with a day of rest, the employee shall be granted on another date a lieu day pursuant to clause 12.08 in lieu of the designated paid holiday.

Compensation for work on a paid holiday

12.10 When an employee works on a holiday, the employee shall receive compensation on the basis of:

- a. one and one half (1 1/2) times the straight-time hourly rate for the first (1st) shift worked by the employee on the holiday and at the rate of double (2) time thereafter;
- b. double (2) time for all hours worked on a holiday which is also the employee's scheduled day of rest, and
- c. upon application by the employee and at the discretion of the Employer, compensation earned under this article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this article. Compensatory leave earned in a fiscal year and outstanding on September 30 of the next following fiscal year shall be paid at the employee's daily rate of pay on September 30.

Work on a lieu day

12.11 Subject to paragraph 8.15(a):

When an employee is required to work on a scheduled "lieu day," the employee shall be compensated at the employee's hourly rate of pay for all regular hours worked and the "lieu day" credit shall be reinstated for use at a later date.

Article 13: travelling time

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

- a. on a normal working day on which the employee travels but does not work, the employee shall receive the employee's regular pay for the day;
- b. on a normal working day on which the employee travels and works, the employee shall be paid:
 - i. the employee's regular pay for the day for a combined period of travel and work not exceeding seven decimal five (7.5) hours, and

- ii. at the applicable overtime rate for additional travel time in excess of a seven decimal five (7.5) hour period of work and travel, with a maximum payment for such additional travel time not to exceed fifteen (15) hours pay at the straight-time rate in any day.
- c. on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of fifteen (15) hours pay at the straight-time rate.

13.02 For the purpose of clause 13.01, the travelling time for which an employee shall be compensated is as follows:

- a. for travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer;
- b. for travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or workplace, as applicable, direct to the destination and, upon return, direct back to the employee's residence or workplace;
- c. in the event that an alternative time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternative arrangements in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

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

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

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

13.06 This article does not apply to an employee required to perform work in any type of transport in which the employee is travelling. In such circumstances, the employee shall receive pay for actual hours worked in accordance with the appropriate article of this agreement (hours of work, overtime, designated paid holidays).

13.07 Travelling time shall include time necessarily spent at each stopover en route provided that such stopover does not include an overnight stay.

13.08 Compensation under this article shall not be paid for travel time to courses, training sessions, conferences and seminars unless the employee is required to attend by the Employer.

13.09 Travel status leave

- a. An employee who is required to travel outside their headquarters area on government business, as these expressions are defined by the Employer, and is away from their permanent residence for twenty (20) nights during a fiscal year shall be granted seven decimal five (7.5) hours off with pay. The employee shall be credited with an additional seven decimal five (7.5) hours off for each additional twenty (20) nights that the employee is away from their permanent residence to a maximum of eighty (80) additional nights.
- b. The maximum number of hours off earned under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year and shall accumulate as compensatory leave with pay.
- c. This leave with pay is deemed to be compensatory leave and is subject to paragraph 9.06.

The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars.

****Article 14: leave general**

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

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

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

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

14.05 An Employee is not entitled to leave with pay during periods the employee is on leave without pay, on educational leave or under suspension.

14.06 Except as otherwise specified in this agreement, where leave without pay for a period in excess of three (3) months is granted to an employee for reasons other than illness, the total period of leave granted shall be deducted from "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

14.07 Leave credits will be earned on a basis of a day being equal to seven decimal five (7.5) hours.

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

14.09

- a. When an employee becomes subject to this agreement, the employee's earned daily leave credits shall be converted into hours on the basis of one (1) day being equal to seven decimal five (7.5) hours.
- b. When an employee ceases to be subject to this agreement, the employee's earned hourly leave credits shall be converted into days on the basis of seven decimal five (7.5) hours being equal to one (1) day.

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

****Article 15: vacation leave**

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

Accumulation of vacation leave credits

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

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- a. nine decimal three seven five (9.375) hours until the month in which the employee's seventh (7th) anniversary of service occurs;

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- b. twelve decimal five (12.5) hours commencing with the month in which the employee's seventh (7th) anniversary of service occurs;
- c. thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
- d. fourteen decimal three seven five (14.375) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- e. fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- f. sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;
- g. eighteen decimal seven five (18.75) hours per month commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;

15.03

**

- a. For the purpose of clauses 15.02 and 15.19 only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the public service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on layoff and is reappointed to the public service within one (1) year following the date of layoff.
- b. For the purpose of clause 15.03 only, effective April 1, 2012, on a go-forward basis, any former service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits.

For greater certainty, severance termination benefits taken under clauses 19.05 to 19.08 of Appendix H, or similar provisions in other collective agreements, do not reduce the calculation of service for employees who have not left the public service.

Entitlement to vacation leave with pay

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

Provision for vacation leave

15.05

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

15.06 This clause applies to MT employees engaged in shift work only.

For those MT employees engaged in shift work under clauses 8.07 and 8.14, upon request of the employee and at the discretion of the Employer, the Employer may grant an employee vacation leave when specified by the employee if:

- a. the period of vacation leave requested is less than forty (40) hours and the employee gives the Employer at least ten (10) days' notice;
- b. the period of vacation leave requested is forty (40) hours or more, the employee shall normally give the Employer at least seven (7) days' advance notice prior to the publishing of the final shift schedule as provided for in paragraph 8.13(b).

Upon request of the employee, the Employer may, for good and sufficient reason, grant vacation leave on shorter notice than provided for in this clause.

Replacement of vacation leave

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

- a. is granted bereavement leave,
or
- b. is granted leave with pay because of illness in the immediate family;
or
- c. is granted sick leave on production of a medical certificate,

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

Carry-over provision

15.08

- a. Where in any vacation year all of the vacation leave credits to an employee has not been scheduled, the employee may carry over into the following vacation year up to a maximum of two hundred and sixty-two decimal five (262.5) hours credit. All vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours will be paid at the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on the last day of the vacation year.
- b. During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred and twelve decimal five (112.5) hours may be paid at the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on March 31, of the previous vacation year.

Recall from vacation leave

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

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

15.10 The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 15.09 to be reimbursed for reasonable expenses incurred by the employee.

Cancellation or alteration of vacation leave

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

Advance payments

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

Leave when employment terminates

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

Vacation leave credits for severance pay

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

Abandonment

15.15 Notwithstanding clause 15.13, an employee whose employment is terminated by reason of a declaration that the employee abandoned the employee's position is entitled to receive the payment referred to in clause 15.13 if the employee requests it within six (6) months following the date upon which the employee's employment is terminated.

Recovery on termination

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

15.17 Appointment to a separate agency

Notwithstanding clause 15.13, an employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* may choose not to be paid for unused vacation leave credits, provided that the appointing organization will accept such credits.

15.18 Appointment from a separate agency

The Employer agrees to accept the unused vacation leave credits up to a maximum of two hundred and sixty-two decimal five (262.5) hours of an employee who resigns from an organization listed in Schedule V of the *Financial Administration Act* in order to take a position with the Employer if the transferring employee is eligible and has chosen to have these credits transferred.

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15.19 One-time entitlement of vacation leave with pay

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- a. An employee shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 15.03. For greater clarity, an employee shall be credited the leave described in clause 15.19 only once in their total period of employment in the public service.
- b. The vacation leave credits provided in paragraph 15.19(a) above shall be excluded from the application of clause 15.08 dealing with the carry-over of vacation leave.

Article 16: sick leave**Credits****16.01**

- a. An employee shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which the employee receives pay for at least seventy-five (75) hours.
- 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 they work shifts and receive 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 sick leave credits during the current fiscal year.

16.02 An employee shall be granted sick leave with pay when the employee is unable to perform the employee's duties because of illness or injury provided that:

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

16.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury the employee was unable to perform the employee's duties shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 16.02(a).

16.04 An employee shall not be granted sick leave with pay during any period in which the employee is on leave of absence without pay, or under suspension.

16.05 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.

16.06 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause 16.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to twenty-five (25) days, subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for other than death or layoff, the recovery of the advance from any monies owed the employee.

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

16.08 An employee shall not be terminated for cause for reason of incapacity pursuant to paragraph 12(1)(e) of the *Financial Administration Act* at a date earlier than the date at which the employee will have used their accumulated sick leave credits, except where the incapacity is the result of an injury or illness for which injury-on-duty leave has been granted pursuant to clause 17.16.

****Article 17: other leave with or without pay**

17.01 General

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

17.02 Bereavement leave with pay

For the purpose of this clause, immediate family is defined as parents (or, alternatively, stepparents or foster parents), siblings, stepsiblings, spouse (including common-law partner), children (including children of common-law partner), stepchildren, foster children or wards of the employee, parents-in-law, children-in-law, grandchildren, grandparents and relatives permanently residing in the employee's household or with whom the employee permanently resides, or, subject to paragraph 17.02(i) below, a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

- a. When a member of the employee's immediate family dies, an employee:

- i. shall be entitled to a bereavement period of seven (7) consecutive calendar days. Such bereavement period, 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 that employee;
 - ii. in addition, the employee may be granted up to three (3) days' leave with pay, contiguous to the leave period provided in (a)(i) above, for the purpose of travel related to the death.
- b. At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of (5) working days.
- c. When requested to be taken in two (2) periods,
- i. The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death,
and
 - ii. The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.
- d. The employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.

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

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

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- g. It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department or their delegate may, after considering the particular circumstances involved, grant leave with pay for a period greater or in a manner other than that provided for in subparagraph 17.02(a)(i), paragraph 17.02(e) and paragraph 17.02(f).
- h. If, during a period of paid leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave with pay under this clause, the employee shall be granted bereavement leave with pay, and the employee's paid leave credits shall be restored to the extent of any concurrent bereavement leave granted.
- i. An employee shall be entitled to bereavement leave with pay for a person who stands in the place of a relative for the employee whether or not there is a degree of

consanguinity between such person and the employee once in their career in the federal public administration.

17.03 Pregnancy/maternity leave without pay

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

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

- c. The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- d. The Employer may require an employee to submit a medical certificate certifying pregnancy.
- e. An employee who has not commenced pregnancy/maternity leave without pay may elect to:
 - i. use earned vacation and compensatory leave credits up to and beyond the date that their pregnancy terminates;
 - ii. use their sick leave credits up to and beyond the date that their pregnancy terminates, subject to the provisions set out in Article 16 (sick leave). For purposes of this subparagraph, the terms "illness" or "injury" used in Article 16 (sick leave) shall include medical disability related to pregnancy.
- f. An employee shall inform the Employer in writing of their plans for taking leave with and without pay to cover their absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence 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.

section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C)

- c. Pregnancy/maternity allowance payments made in accordance with the SUB Plan will consist of the following:

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- i. where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of the employee's weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for the waiting period, less any other monies earned during this period,
and

**

- ii. for each week that the employee receives a maternity benefit under Employment Insurance or the Québec Parental Insurance Plan, the employee is eligible to receive the difference between ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable), and the maternity benefit, less any other monies earned during this period which may result in a decrease in their maternity benefit to which they would have been eligible if no extra monies had been earned during this period,
and

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- iii. Where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on pregnancy/maternity leave without pay, the employee is eligible to receive a further pregnancy/maternity allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable), less any other monies earned during this period.

- d. At the employee's request, the payment referred to in subparagraph 17.04(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance maternity benefits.

- e. The pregnancy/maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that they may be required to repay pursuant to the *Employment Insurance Act* or the *Act Respecting Parental Insurance* in 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 pregnancy/maternity leave without pay;
- ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of pregnancy/maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing

the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.

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

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- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of pregnancy/maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate (and the recruitment and retention "terminable allowance" if applicable), the employee was being paid on that day.
- i. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the pregnancy/maternity allowance, the allowance shall be adjusted accordingly.
- j. Pregnancy/maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

17.05 Special pregnancy/maternity allowance for totally disabled employees

- a. An employee who:
 - i. fails to satisfy the eligibility requirement specified in subparagraph 17.04(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance or Québec Parental Insurance maternity benefits, and
 - ii. has satisfied all of the other eligibility criteria specified in paragraph 17.04(a), other than those specified in sections (A) and (B) of subparagraph 17.04(a)(iii),

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shall be paid, in respect of each week of pregnancy/maternity allowance not received for the reason described in subparagraph 17.05(a)(i), the difference between ninety-three per cent (93%) of the employee's weekly rate of pay (and recruitment and retention "terminable allowance" if applicable), and the gross amount of their 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 17.04 for a combined period of no more than the number of weeks during which the employee would have been eligible for maternity benefits under Employment Insurance or the Québec Parental Insurance Plan had the employee not been disqualified from Employment Insurance or Québec Parental Insurance maternity benefits for the reasons described in subparagraph 17.05(a)(i).

17.06 Parental leave without pay

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

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

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

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

- 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 the employee's child is hospitalized,

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

- e. An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks 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.

17.07 Parental allowance

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

- Option 1: standard parental benefits, paragraphs 17.07(c) to (k),
or
- Option 2: extended parental benefits, paragraphs 17.07(l) to (t).

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

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

Parental allowance administration

- a. An employee who has been granted parental leave without pay shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i) or (l) to (r), providing the employee:
 - i. has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - ii. provides the Employer with proof that the employee 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 the employee’s parental leave without pay, unless the return-to-work date is modified by the approval of another form of leave;

- B. following the employee’s 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 17.04(a)(iii)(B), if applicable. Where the employee has elected the extended parental allowance, following their return to work, as described in section (A), the employee will work for a period equal to sixty per cent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in section 17.04(a)(iii)(B), if applicable;
- C. should the employee fail to return to work as described in section (A) or should the employee return to work but fail to work the total period specified in section (B), for reasons other than death, layoff, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, the employee will be indebted to the Employer for an amount determined as follows:

$$\begin{array}{r}
 \text{(allowance received)} \quad \times \quad \text{(remaining period to be worked, as} \\
 \text{specified in division (B), following the} \\
 \text{employee’s return to work)} \\
 \hline
 \text{[total period to be worked as specified in} \\
 \text{division (B)]}
 \end{array}$$

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

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

Option 1: standard parental allowance

- c. Parental allowance payments made in accordance with the SUB Plan will consist of the following:
 - i. where an employee on parental leave without pay as described in subparagraphs 17.06(a)(i) and (b)(i) has elected to receive Standard Employment

Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of the employee's weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for the waiting period, less any other monies earned during this period;

- ii. for each week the employee receives parental, adoption or paternity benefits under Employment Insurance or the Québec Parental Insurance Plan, the employee is eligible to receive the difference between ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) and the parental, adoption or paternity benefits, less any other monies earned during this period which may result in a decrease in the employee's parental, adoption or paternity benefits to which they would have been eligible if no extra monies had been earned during this period;

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- 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 the employee's weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable), less any other monies earned during this period;

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- 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 the employee's weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable), less any other monies earned during this period;

**

- v. where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance Plan and thereafter remains on parental leave without pay, the employee is eligible to receive a further parental allowance for a period of one (1) week at ninety-three per cent (93%) of the employee's weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable), less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 17.04(c)(iii) for the same child.

**

- vi. where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of the employee's weekly rate of pay (and

the recruitment and retention “terminable allowance” if applicable), less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraphs 17.04(c)(iii) and 17.07(c)(v) for the same child;

- d. At the employee’s request, the payment referred to in subparagraph 17.07(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance Plan 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 the employee is required to repay pursuant to the *Employment Insurance Act* or the *Act Respecting Parental Insurance* 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 pregnancy/maternity or parental leave without pay;
 - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of pregnancy/maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee’s straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- g. The weekly rate of pay referred to in paragraph (f) shall be the rate (and the recruitment and retention “terminable allowance” if applicable) to which the employee is entitled for the substantive level to which they are appointed.
- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate (and the recruitment and retention “terminable allowance” if applicable), the employee was being paid on that day.
- i. Where an employee becomes eligible for a pay increment or pay revision while in receipt of 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, pregnancy/maternity and standard parental allowances payable shall not exceed fifty-seven (57) weeks for each combined pregnancy/maternity and parental leave without pay.

Option 2: extended parental allowance

1. Parental allowance payments made in accordance with the SUB Plan will consist of the following:
 - i. where an employee on parental leave without pay as described in subparagraphs 17.06(a)(ii) and (b)(ii) has elected to receive extended Employment

Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight per cent (55.8%) of the employee's weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for the waiting period, less any other monies earned during this period;

- ii. for each week the employee receives parental benefits under Employment Insurance, the employee is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of their weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) and the parental benefits, less any other monies earned during this period which may result in a decrease in the employee's parental benefits to which the employee would have been eligible if no extra monies had been earned during this period;

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- iii. where an employee has received the full sixty-one (61) weeks of parental benefits under Employment Insurance and thereafter remains on parental leave without pay, the 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 the employee's weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable), less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 17.04(c)(iii) for the same child.

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- 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 the employee's weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable), less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 17.04(c)(iii) for the same child;
- m. At the employee's request, the payment referred to in subparagraph 17.07(l)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.
- n. The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that they are required to repay pursuant to the *Employment Insurance Act*.
- o. The weekly rate of pay referred to in paragraph (l) shall be:
 - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of parental leave without pay;
 - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's

straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.

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

17.08 Special parental allowance for totally disabled employees

- a. An employee who:
 - i. fails to satisfy the eligibility requirement specified in subparagraph 17.07(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance or Québec Parental Insurance benefits, and
 - ii. has satisfied all of the other eligibility criteria specified in paragraph 17.07(a), other than those specified in sections (A) and (B) of subparagraph 17.07(a)(iii),

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph 17.08(a)(i), the difference between ninety-three per cent (93%) of the employee’s rate of pay and the recruitment and retention “terminable allowance,” and the gross amount of the employee’s 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 17.07 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits under Employment Insurance or the Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance benefits for the reasons described in subparagraph 17.08(a)(i).

17.09 Leave without pay for the care of immediate family

- a. Both parties recognize the importance of access to leave for the purpose of care for the immediate family.

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- b. For the purpose of this article, immediate family is defined as spouse (or common-law partner), children (including foster children or children of spouse or common-law partner), wards of the employee, grandchildren, grandparents, parents (including stepparents or foster parents), siblings, stepsiblings, parents-in-law, children-in-law, any relative permanently residing in the employee's household or with whom the employee permanently resides, or a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.
- c. Subject to clause 17.09(b), an employee shall be granted leave without pay for the care of immediate 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 clause 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 subject to operational requirements.
- d. An employee who has proceeded on leave without pay may change their return-to-work date if such change does not result in additional costs to the Employer.

17.10 Caregiving leave

- a. An employee who provides the Employer with proof that they are in receipt of or awaiting Employment Insurance (EI) benefits for compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults may be granted leave without pay while in receipt of or awaiting these benefits.
- b. The leave without pay described in 17.10(a) shall not exceed twenty-six (26) weeks for compassionate care benefits, thirty-five (35) weeks for family caregiver benefits for children and fifteen (15) weeks for family caregiver benefits for adults, in addition to any applicable waiting period.
- c. When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults has been accepted.
- d. When an employee is notified that their request for Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults has been denied, 17.10(a) above ceases to apply.

- e. Leave granted under this clause shall count for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

17.11 Leave without pay for personal needs

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

- a. Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs.
- b. Subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs.
- c. An employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of this clause during the employee’s total period of employment in the public service. Leave without pay granted under this clause may not be used in combination with pregnancy/maternity, parental or adoption leave without the consent of the Employer.
- d. Leave granted under (a) of 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.
- 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 be counted for pay increment purposes.

17.12 Leave without pay for relocation of spouse

- a. At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.
- b. Leave without pay granted under this clause shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave for the employee involved except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

17.13 Leave with pay for family-related responsibilities

- a. For the purpose of this clause, family is defined as spouse (or common-law partner), children (including children of legal or common-law partner, foster children and wards of the employee), parents (including stepparents or foster parents), parents-in-law, siblings, stepsiblings, grandparents of the employee, grandchildren, any relative permanently residing in the employee’s household or with whom the employee permanently resides or any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee, or 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 Employer shall grant leave with pay under the following circumstances:
- i. an employee is expected to make every reasonable effort to schedule medical or dental appointments for family members to minimize or preclude the employee's absence from work; however, when alternate arrangements are not possible, an employee shall be granted leave with pay for a medical or dental appointment when the family member is incapable of attending the appointment without accompaniment, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify the employee's supervisor of the appointment as far in advance as possible;
 - ii. to provide for the immediate and temporary care of a sick or elderly member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
 - iii. leave with pay for needs directly related to the birth or to the adoption of the employee's child;
 - iv. to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
 - v. to provide for the employee's child in the case of an unforeseeable closure of the school or care facility;
- **
- vi. to visit a family member who, due to an incurable terminable illness, is nearing the end of their life.
- c. The total leave with pay which may be granted under subparagraphs 17.13(b)(i) to (vi) shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.
- **
- d. Fifteen (15) hours out of the thirty-seven decimal five (37.5) hours stipulated in clause 17.13(c) 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.

17.14 Court leave with pay

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

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

- iii. before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position;
- iv. before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
or
- v. before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

17.15 Personnel selection leave with pay

Where an employee participates in a personnel selection process, including the appeal process where applicable, for a position in the public service, as defined in the *Federal Public Sector Labour Relations Act*, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where the employee's presence is so required. This clause applies equally in respect of the personnel selection processes related to deployment.

17.16 Injury-on-duty leave with pay

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

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

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

17.17 Examination leave

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

17.18 Pregnancy/maternity-related reassignment or leave

- a. An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Employer to modify the employee's job functions or reassign them to another job if, by

reason of the pregnancy or nursing, continuing any of the employee's current functions may pose a risk to their health or that of the fetus or child.

- b. An employee's request under paragraph 17.18(a) above must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.
- c. An employee who has made a request under paragraph 17.18(a) above is entitled to continue in their current job while the Employer examines their request, but, if the risk posed by continuing any of the employee's job functions so requires, the employee is entitled to be immediately assigned alternative duties until such time as the Employer:
 - i. modifies the employee's job functions or reassigns the employee, or
 - ii. informs the employee in writing that it is not reasonably practicable to modify their job functions or reassign the employee.
- d. Where reasonably practicable, the Employer shall modify the employee's job functions or reassign the employee.
- e. Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.
- f. An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks' notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the original medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

17.19 Medical appointments for pregnant employees

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- a. Up to three decimal seven five (3.75) hours of time off with pay will be granted to pregnant employees for the purpose of attending each routine medical appointment.
- b. Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

17.20 Other leave with pay

- a. At its discretion, the Employer may grant leave with pay for purposes other than those specified in this agreement, including:

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- i. when circumstances not directly attributable to the employee prevent the employee from reporting for duty, such leave shall not be unreasonably withheld.

- ii. military or civil defence training, emergencies affecting the community or place of work.

b. Personal leave

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

17.21 Other leave without pay

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

17.22 Religious observance

- a. The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill their religious obligations.

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- b. Employees may, in accordance with the provisions of this agreement, request annual leave, compensatory leave, personal leave, leave without pay for other reasons or a shift exchange (in the case of a shift worker) in order to fulfill their religious obligations.
- c. Notwithstanding clause 17.22(a), at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill their religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.
- d. An employee who intends to request leave or time off under this clause must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence.

17.23 Domestic violence leave

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

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

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- b. Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence shall be granted domestic violence leave in order to enable the employee, in respect of such violence:
 - i. to seek care and/or support for themselves or their dependent child in respect of a physical or psychological injury or disability;
 - ii. to obtain services from an organization which provides services for individuals who are subject to domestic violence;
 - iii. to obtain professional counselling;
 - iv. to relocate temporarily or permanently; or
 - v. to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.
- c. The total domestic violence leave with pay which may be granted under this article shall not exceed seventy-five (75) hours in a fiscal year.
- d. The Employer may, in writing and no later than fifteen (15) days after an employee's return to work, request the employee to provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.
- e. Notwithstanding paragraphs 17.23(b) to 17.23(c), an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

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17.24 Leave for traditional Indigenous practices

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

For the purposes of this 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. As an alternative to leave without pay as per clause a., at the request of the employee and at the discretion of the Employer, time off with pay, up to a total amount of twenty-two decimal five (22.5) hours, may be granted to the employee in order to fulfill their traditional Indigenous practices. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by

the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.

- e. Leave or time off with pay under this 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 18: career development**

General

18.01

- a. The parties recognize that in order to maintain and enhance professional expertise, employees, from time to time, need to have an opportunity to attend or participate in career development activities described in this article.
- b. An employee is entitled to a personal learning plan which will be jointly developed with the responsible manager. The personal learning plan will be reviewed and updated on an annual basis at the employee's request.

Education leave

18.02

- a. An employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable the employee to perform assigned duties 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. An employee on education leave without pay under this clause may receive an allowance in lieu of salary of up to one hundred per cent (100%) of the employee's basic salary. The percentage of the allowance is at the discretion of the Employer. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
- c. Allowances already being received by the employee may, at the discretion of the Employer, be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- d. As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer:
 - i. fails to complete the course,
 - ii. does not resume employment with the Employer on completion of the course,
 or

- iii. ceases to be employed, except by reason of death or layoff, before termination of the period the employee has undertaken to serve after completion of the course, the employee shall repay the Employer all allowances paid under this clause during the education leave or such lesser sum as shall be determined by the Employer.

Attendance at conferences and conventions

18.03

- a. Career development refers to an activity which is, in the opinion of the Employer, likely to be of assistance to the employee in furthering their career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
 - i. a course given by the Employer;
 - ii. a course offered by a recognized academic institution;
 - iii. a seminar, convention or study session in a specialized field directly related to the employee's work.
- b. The parties to this agreement recognize that attendance or participation at conferences, conventions, symposia, workshops and other gatherings of a similar nature constitute an integral part of the employee's professional activities and contributes to the maintenance of high professional standards and that attendance and participation in such gatherings is recognized as an important element in the conduct of their work or professional development. In this context, the parties also recognize the importance of regular networking with national and international peers, and active participation in the business and organization of relevant scientific and professional societies.
- c. In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity on occasion to attend conferences and conventions which are related to the employee's field of specialization, subject to operational constraints.
- d. The Employer may grant leave with pay and reasonable expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.
- e. An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, in travel status. The Employer shall pay the registration fees of the convention or conference the employee is required to attend.
- f. An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to the employee's field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for payment of convention or conference registration fees and reasonable travel expenses.
- g. An employee shall not be entitled to any compensation under Article 9 (overtime) and Article 13 (travelling time) in respect of hours the employee is in attendance at or travelling to or from a conference or convention under the provisions of this clause, except as provided by paragraph (e).

Professional development

18.04

- a. The parties to this agreement share a desire to improve professional standards by giving the employees the opportunity on occasion:
 - i. to participate in workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields,
 - ii. to conduct research or perform work related to their normal research programs in institutions or locations other than those of the Employer,
 - iii. to carry out research in the employee's field of specialization not specifically related to assigned work projects when in the opinion of the Employer such research is needed to enable the employee to perform the employee's assigned role,

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- iv. to participate in language workshops, or courses or immersion programs to improve and/or attain their language competencies.
- b. Subject to the Employer's approval, an employee shall receive leave with pay in order to participate in the activities described in paragraph 18.04(a).
 - c. Notwithstanding paragraph 18.04(b), subject to operational requirements, a PC employee shall be granted up to twenty decimal six two five (20.625) hours of leave with pay for professional development in a fiscal year, for reasons described in paragraph 18.04(a). Where such leave has not been granted in a fiscal year, the unused leave, up to a maximum of twenty decimal six two five (20.625) hours, will be carried over the following fiscal year. The maximum leave granted in any fiscal year under this paragraph cannot exceed forty-one decimal two five (41.25) hours. The leave can be taken in periods of seven decimal five (7.5) or three decimal seven five (3.75) hours.

The leave provided under this paragraph does not limit the leave that may be authorized in accordance with other paragraphs in clause 18.04.

- d. An employee may apply at any time for professional development under this clause, and the Employer may select an employee at any time for such professional development.
- e. When an employee is selected by the Employer for professional development under this clause, the Employer will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.
- f. An employee selected for professional development under this clause shall continue to receive the employee's normal compensation, including any increase for which the employee may become eligible. The employee shall not be entitled to any compensation under Articles 9 (overtime) and 13 (travelling time) while on professional development under this clause.
- g. An employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.

Selection criteria

18.05

- a. The Employer shall establish selection criteria for granting leave under clauses 18.02 through 18.04, and a copy of these criteria will be provided to an employee who so requests and to the Institute representative on the Joint Consultation Committee / Departmental Career Development Consultation Committee. The Employer, on request, will consult with the Institute representative on the Committee with regard to the selection criteria.
- b. All applications for leave under clauses 18.02 through 18.04 will be reviewed by the Employer. A list of the names of the applicants to whom the Employer grants leave under clauses 18.02 through 18.04 will be provided to the Institute representative on the Joint Consultation Committee / Departmental Career Development Consultation Committee.
- c. Where an employee is refused attendance at a conference, the reason for refusal will be provided in writing, to the employee, with the notice of refusal.

Departmental Career Development Consultation Committee

18.06

- a. The parties to this collective agreement acknowledge the mutual benefits to be derived from consultation on career development. To this effect the parties agree that such consultation will be held at the departmental level either through the existing Joint Consultation Committee or through the creation of a Departmental Career Development Consultation Committee. A consultation committee as determined by the parties, may be established at the local, regional or national level.
- b. The Departmental Consultation Committee shall be composed of mutually agreeable numbers of employees and Employer representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.
- c. Employees forming the continuing membership of the Departmental Consultation Committees shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time where applicable.
- d. The Employer recognizes the use of such committees for the purpose of providing information, discussing the application of policy, promoting understanding and reviewing problems.
- e. It is understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this agreement.

Article 19: severance pay

19.01 Under the following circumstances and subject to clause 19.02, an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay:

Layoff

- a.
 - i. On the first (1st) layoff, for the first (1st) complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty (20) or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
 - ii. On second (2nd) or subsequent layoff, one (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 19.01(a)(i) above.

Death

- b. 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, comprising 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.

Termination for cause for reasons of incapacity or incompetence

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

19.02 The period of continuous employment used in the calculation of severance benefits payable to an employee under this article shall be reduced by any period of continuous employment in respect of which the employee was already granted severance pay, retiring leave or a lump sum in lieu of retiring leave. Under no circumstances shall the maximum severance pay provided under this article be pyramided.

For greater certainty, payments made for the elimination of severance pay for voluntary separation (resignation and retirement) pursuant to 19.05 to 19.08 of Appendix H or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of clause 19.02.

19.03 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in their certificate of appointment on the date of the termination of employment.

19.04 Appointment to a separate agency

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

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

Article 20: statement of duties

20.01 Upon written request, an employee shall be entitled to a complete and current statement of the duties and responsibilities of the employee's position, including the position's classification level, the position rating form and an organization chart depicting the position's place in the organization.

****Article 21: registration fees**

21.01 The Employer shall reimburse an employee for payment of membership or registration fees to an organization or governing body where membership is a requirement for the continuation of the performance of the duties of the employee's position.

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

The Employer may reimburse some costs related to an employee's membership fee to a professional or scientific association that is linked to an employee's area of expertise when the Employer is satisfied that the costs incurred by the Employer for expenses on approved career and professional development activities for the employee are lower than what would otherwise be incurred as a result of that membership.

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

- a. the yearly cost of the membership,

or

b. the savings that would have been realized resulting from the employee's membership, whichever is less, but not exceeding one thousand five hundred dollars (\$1,500).

Article 22: diving allowance

22.01 Employees whose job duties require them to dive (as that word is hereinafter defined) shall be paid an extra allowance of twenty-five dollars (\$25) per hour. The minimum allowance shall be two (2) hours per dive.

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

Article 23: immunization

23.01 The Employer shall provide the employee with immunization against communicable diseases where there is a risk of incurring such diseases in the performance of the employee's duties.

Article 24: technological change

24.01 The parties have agreed that in cases where, as a result of technological change, the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, the Workforce Adjustment Agreement concluded by the parties will apply. In all other cases, the following clauses will apply:

24.02 In this article "technological change" means:

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

24.03 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations.

Where technological change such as systems, software, hardware, which will result in significant changes to working conditions of employees, are to be implemented, the Employer will seek ways and means, including through consultation with the Institute, of minimizing adverse effects on employees which might result from such changes. In the event of a technological change, both parties recognize the advantages of the expert advice of the employees working directly in their respective fields, and acknowledge that this expert advice can be sought through joint consultation as outlined in Article 37.

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

24.05 The written notice provided for in clause 24.04 will provide the following information:

- a. the nature and degree of change;
- b. the anticipated date or dates on which the Employer plans to effect change;
- c. the location or locations involved.

24.06 As soon as reasonably practicable after notice is given under clause 24.04, the Employer shall consult with the Institute concerning the effects of the technological change referred to in clause 24.04 on each group of employees. Such consultation will include but not necessarily be limited to the following:

- a. the approximate number, class and location of employees likely to be affected by the change;
- b. the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

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

Article 25: safety and health

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

Article 26: recognition

26.01 The Employer recognizes the Institute as the exclusive bargaining agent for all employees described in the certificate issued by the former Public Service Labour Relations Board on August 26, 2006, covering all employees in the Applied Science and Patent Examination Group as defined in Part I of the *Canada Gazette* of August 13, 2005.

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

Article 27: check-off

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

27.02 The Institute shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause 27.01.

27.03 For the purpose of applying clause 27.01, deductions from pay for each employee in respect of each month will start with the first (1st) full month of employment to the extent that earnings are available.

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

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

27.06 The amounts deducted in accordance with clause 27.01 shall be remitted to the Institute by electronic payment within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

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

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

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

Article 28: use of Employer facilities

Access by an Institute representative

28.01 An accredited representative of the Institute may be permitted access to the Employer's premises on stated Institute business and to attend meetings called by management and/or meetings with Institute-represented employees. Permission to enter the premises shall, in each case, be obtained from the Employer. Such permission shall not be unreasonably withheld.

Bulletin boards

28.02 Reasonable space on the Employer's bulletin boards (including electronic bulletin boards, where available) will be made available to the bargaining agent for the posting of official notices, in

convenient locations determined by the Employer and the Institute. Notices or other materials shall require the prior approval of the Employer, except notices relating to the business affairs of the Institute and social and recreational events. The Employer shall have the right to refuse the posting of any information which it considers adverse to its interests or to the interests of any of its representatives.

Institute literature

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

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

Article 29: information

29.01 The Employer agrees to supply the Institute on a quarterly basis with a list of all employees in the bargaining unit. The list referred to herein shall include the name, employing department, geographical location and classification of the employee and shall be provided within one (1) month following the termination of each quarter. As soon as practicable, the Employer agrees to add to the above list the date of appointment for new employees.

29.02 The Employer agrees to supply each employee with a copy of the collective agreement and any amendments thereto. For the purpose of satisfying the Employer's obligation under this clause, employees may be given electronic access to the collective agreement. Where electronic access is unavailable, the employee shall be supplied upon request with a printed copy of this agreement. Upon request, an Institute SP steward shall be supplied with a printed copy of this agreement.

29.03 Upon the written request of an employee, the Employer shall make available at a mutually satisfactory time National Joint Council Agreements listed in clause 36.03 which have a direct bearing on the requesting employee's terms and conditions of employment.

29.04 The Employer agrees to distribute to each new employee an information package prepared and supplied by the Institute. Such information package shall require the prior approval of the Employer. The Employer shall have the right to refuse to distribute any information that it considers adverse to its interests or to the interests of any of its representatives.

Article 30: stewards

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

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

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

Leave for stewards

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

****Article 31: leave for labour relations matters**

31.01 Public Sector Labour Relations and Employment Board Hearings

Complaints made to the Public Sector Labour Relations and Employment Board pursuant to the former Section 23 of the *Public Service Staff Relations Act*

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

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

31.02 Applications for certification, representations and interventions with respect to applications for certification

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

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

31.03 Employee called as a witness

The Employer will grant leave with pay:

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

31.04 Federal Public Sector Labour Relations and Employment Board Essential Services Hearing, Arbitration Board, Public Interest Commission Hearings and Alternative Dispute Resolution Process

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

31.05 Employee called as a witness

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

31.06 Adjudication

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

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

31.07 Meetings during the grievance process

Employee presenting grievance

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

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

31.08 Employee who acts as representative

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

31.09 Grievance investigations

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

31.10 Contract negotiations meetings

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

31.11 Preparatory contract negotiations meetings

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

31.12 Meetings between the Institute and management

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

31.13 Institute meetings and conventions

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

31.14 Stewards training courses

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

Article 32: contracting out

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

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

Article 33: illegal strikes

33.01 The *Federal Public Sector Labour Relations Act* provides penalties for engaging in illegal strikes. Disciplinary action may also be taken, which will include penalties up to and including termination of employment, for participation in an illegal strike as defined in the *Federal Public Sector Labour Relations Act*.

Article 34: interpretation of agreement

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

****Article 35: grievance procedure**

35.01 In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council of the Public Service on items which may be included in a collective agreement and which the parties to this agreement have endorsed, the grievance procedure will be in accordance with section 15 of the NJC by-laws.

35.02 Individual grievances

Subject to and as provided in section 208 of the *Federal Public Sector Labour Relations Act*, an employee may present an individual grievance to the Employer if the employee 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 the employee's terms and conditions of employment.

35.03 Group grievances

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

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

35.04 Policy grievances

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

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

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

35.05

- a. For the purposes of this article, a grievor is an employee or, in the case of a group or policy grievance, a steward, Institute staff person or other authorized representative appointed by the Institute.
- b. No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause a grievor to abandon a grievance or refrain from exercising the right to present a grievance, as provided in this collective agreement.
- c. The parties recognize the value of informal discussion between employees and their supervisors and between the Institute and the Employer to the end that problems might be resolved without recourse to a formal grievance. When notice is given that an employee or the Institute, within the time limits prescribed in clause 35.12, wishes to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.

35.06 A grievor wishing to present a grievance at any prescribed step in the grievance procedure, shall transmit this grievance to the employee's immediate supervisor or local officer-in-charge who shall forthwith:

- a. forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate step,
and
- b. provide the grievor with a receipt stating the date on which the grievance was received.

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

35.08 Subject to and as provided for in the *Federal Public Sector Labour Relations Act*, a grievor who feels treated unjustly or aggrieved by an action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 35.06, except that:

- a. where there is another administrative procedure provided by or under any act of Parliament to deal with the grievor's specific complaint such procedure must be followed,
and
- b. where the grievance relates to the interpretation or application of this collective agreement or an arbitral award, an employee is not entitled to present the grievance unless the employee has the approval of and is represented by the Institute.

The Employer's *Policy on Classification Grievances* provides the redress process for employees who are dissatisfied with the classification of the duties they perform as assigned by the Employer.

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

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

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

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

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

35.12 A grievor may present a grievance to the first step of the procedure in the manner prescribed in clause 35.06, not later than the twenty-fifth (25th) day after the date on which the grievor is notified or on which the grievor first becomes aware of the action or circumstances giving rise to the grievance. The Employer may present a policy grievance in the manner prescribed in clause 35.04 not later than the twenty-fifth (25th) day after the date on which the Employer is notified orally or in writing or on which the Employer first becomes aware of the action or circumstances giving rise to the policy grievance.

35.13 A grievor may present a grievance at each succeeding step in the grievance procedure beyond the first step either:

- a. where the decision or settlement is not satisfactory to the grievor, within ten (10) days after that decision or settlement has been conveyed in writing to the grievor by the Employer, or
- b. where the Employer has not conveyed a decision to the grievor within the time prescribed in clause 35.14, within fifteen (15) days after presentation by the grievor of the grievance at the previous step.

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

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

35.16 Where a grievance has been presented up to and including the final step in the grievance process, and the grievance is not one that may be referred to adjudication, the decision on the grievance taken at the final step in the grievance process is final and binding and no further action may be taken under the *Federal Public Sector Labour Relations Act*.

35.17 In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated paid holidays shall be excluded.

35.18 Where the provisions of clause 35.06 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate office of the department or agency concerned. Similarly, the Employer shall be deemed to have delivered a reply at any step on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present the grievance at the next higher step shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

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

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

35.21 Where the Employer demotes or terminates an employee pursuant to paragraph 12(1)(c), (d) or (e) of the *Financial Administration Act*, the grievance procedure set forth in this agreement shall apply except that:

- a. the grievance may be presented at the final step only,
and
- b. the twenty (20) day time limit within which the Employer is to reply at the final step may be extended to a maximum of forty (40) days by mutual agreement of the Employer and the appropriate representative of the Institute.

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

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

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

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

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

35.25 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of the employee of a provision of this agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the Institute signifies in prescribed manner:

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

35.26 Expedited adjudication

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

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

- a. At the request of either party, a grievance that has been referred to adjudication may be dealt with through expedited adjudication with the consent of both parties.
- b. Future cases may be identified for this process by either party, subject to the consent of the parties.
- c. When the parties agree that a particular grievance will proceed through expedited adjudication, the Institute will submit to the FPSLREB the consent form signed by the grievor or the bargaining agent.
- d. The parties may proceed with or without an agreed statement of facts. When the parties arrive at an agreed statement of facts, it will be submitted to the FPSLREB or to the adjudicator at least forty-eight (48) hours prior to the start of the hearing.
- e. No witnesses will testify.
- f. The adjudicator will be appointed by the FPSLREB from among any of the members of the chairperson group, or any of its members who have had at least two (2) years experience as a member of the Board.

- g. Each expedited adjudication session will take place in Ottawa unless the parties and the FPSLREB agree otherwise. The cases will be scheduled jointly by the parties and the FPSLREB and will appear on the FPSLREB hearing schedule.
- h. The adjudicator will make an oral determination at the hearing which will be recorded and initialled by the representatives of the parties. This will be confirmed in a written determination to be issued by the adjudicator within five (5) days of the hearing. The parties may, at the request of the adjudicator, vary the above conditions in a particular case.
- i. The adjudicator's determination will be final and binding on all the parties but will not constitute a precedent. The parties agree not to refer the determination to the Federal Court.

****Article 36: National Joint Council Agreements**

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

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

36.03 The following directives, policies or regulations, as amended from time to time by National Joint Council recommendation and which have been approved by the Treasury Board, form part of this collective agreement:

NJC directives

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- *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*

This list may be found at www.njc-cnm.gc.ca.

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

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

Article 37: joint consultation

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

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

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

Joint Consultation Committee meetings

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

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

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

Article 38: standards of discipline

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

38.02

- a. Where an employee is required to attend a meeting on disciplinary matters, the employee is entitled to have a representative of the Institute attend the meeting when the representative is readily available. Where practicable, the employee shall receive in writing a minimum of two (2) working days' notice of such meeting as well as its purpose.
- b. At any administrative inquiry, hearing or investigation conducted by the Employer, where the actions of an employee may have had a bearing on the events or circumstances leading thereto, and the employee is required to appear at the administrative inquiry,

hearing or investigation being conducted, the employee may be accompanied by a representative of the Institute. Where practicable, the employee shall receive a minimum of two (2) full days' notice of such administrative inquiry, hearing or investigation being conducted as well as its purpose. The unavailability of the representative will not delay the inquiry, hearing or investigation more than forty-eight (48) hours from the time of notification to the employee.

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

38.04 Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period. This period will automatically be extended by the length of any single period of leave without pay in excess of six (6) months.

Article 39: labour disputes

39.01 If employees whose normal duties are performed on the premises of other employers are prevented from performing their duties because of a strike or lockout on the other employer's premises, the employees shall report the matter to the Employer and the Employer will make every reasonable effort to ensure that, so long as work is available, the employees affected are not denied regular pay and benefits to which they would normally be entitled.

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

Definition

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

General

40.02 Part-time employees shall be entitled to the benefits provided under this agreement in the same proportion as their normal scheduled weekly hours of work compared with the normal weekly hours of work of full-time employees unless otherwise specified in this agreement.

40.03 Part-time employees shall be paid at the hourly rate of pay for all work performed up to seven decimal five (7.5) hours in a day or thirty-seven decimal five (37.5) hours in a week unless the employee is working other daily or weekly hours of work as prescribed pursuant to Article 8 (hours of work) or group-specific articles relating to hours of work.

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

40.05 Leave will only be provided:

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

Designated holidays

Clause 40.06 does not apply to part-time MT shift work employees. Part-time MT shift work employees are subject to subparagraph 12.08(a)(iii).

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

**

- a. Should an additional day be proclaimed by an act of Parliament as a national holiday, as per paragraph 12.01(n), this premium will increase by zero decimal thirty-eight (0.38) percentage points.

**

- b. The effective date of the percentage point increase will be within one hundred and eighty (180) days after the additional day is proclaimed by an act of Parliament as a national holiday, but not before the day on which the holiday is first observed.

40.07 Subject to Article 9 (overtime), when a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 12.01 of this agreement, the employee shall be paid time and one half (1 1/2) the hourly rate of pay for all hours worked on the holiday up to the regular daily scheduled hours of work and double (2) time thereafter.

Overtime

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

40.09 Subject to clauses 40.04 and 40.08, when a part-time employee is required by the Employer to work overtime the employee shall be compensated as follows:

- a. on the employee's normal workday, at the rate of time and one half (1 1/2) for each hour of overtime worked for the first (1st) seven decimal five (7.5) overtime hours worked and double (2) time thereafter;
- b. on the employee's first (1st) day of rest, at time and one half (1 1/2) for each hour of overtime worked;
- c. on the employee's second (2nd) or subsequent day of rest, at double (2) time for each hour of overtime worked. Second (2nd) or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest;

- d. notwithstanding paragraph (c) above, if, in an unbroken series of consecutive and contiguous calendar days of rest, the Employer permits the employee to work the required overtime on a day of rest requested by the employee, then the compensation shall be at time and one half (1 1/2) for the first (1st) day worked.

Vacation leave

40.10 A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice (2) the number of hours in the employee's normal workweek, at the rate for years of employment established in clause 15.02, pro-rated and calculated as follows:

- a. when the entitlement is nine decimal three seven five (9.375) hours a month, zero decimal two five (0.25) of the hours in the employee's workweek per month;
- b. when the entitlement is twelve decimal five (12.5) hours a month, zero decimal three three three (0.333) of the hours in the employee's workweek per month;
- c. when the entitlement is thirteen decimal seven five (13.75) hours per month, zero decimal three six seven (0.367) of the hours in the employee's workweek per month;
- d. when the entitlement is fourteen decimal three seven five (14.375) hours a month, zero decimal three eight three (0.383) of the hours in the employee's workweek per month;
- e. when the entitlement is fifteen decimal six two five (15.625) hours a month, zero decimal four one seven (0.417) of the hours in the employee's workweek per month;
- f. when the entitlement is sixteen decimal eight seven five (16.875) hours a month, zero decimal four five zero (0.450) of the hours in the employee's workweek per month;
- g. when the entitlement is eighteen decimal seven five (18.75) hours a month, zero decimal five (0.5) of the hours in the employee's workweek per month.

Sick leave

40.11 A part-time employee shall earn sick leave credits at the rate of zero decimal two five (0.25) of the number of hours in an employee's normal workweek for each calendar month in which the employee has received pay for at least twice (2) the number of hours in the employee's normal workweek.

Vacation and sick leave administration

40.12

- a. For the purposes of administration of clauses 40.10 and 40.11, where an employee does not work the same number of hours each week, the normal workweek shall be the weekly average calculated on a monthly basis.
- b. An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

Severance pay

40.13 Notwithstanding the provisions of Article 19 (severance pay), where the period of

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

40.14 The weekly rate of pay referred to in clause 40.13 shall be the weekly rate of pay to which the employee is entitled for the classification prescribed for the employee's substantive position on the date of termination of employment.

40.15 Callback

When a part-time employee meets the requirements to receive callback pay in accordance with Article 10 and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate.

40.16 Reporting pay

Subject to clause 40.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with the reporting pay provision of this agreement, and is entitled to receive a minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours' pay at the straight-time rate of pay.

Article 41: employee performance review and employee files

41.01 For the purpose of this article:

- a. a formal assessment and/or appraisal of an employee's performance means any written assessment and/or appraisal by any supervisor of how well the employee has performed assigned tasks during a specified period in the past.
- b. formal assessment and/or appraisals of employee performance shall be recorded on a form prescribed by the Employer for this purpose.
- c. if, during the employee performance review, either the form or instructions have changed they shall be given to the employee.
- d. an employee is entitled to a performance assessment on an annual basis.

41.02

- a. When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. An employee's signature on their assessment form shall be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.

A copy of the employee's assessment form shall be provided to the employee at the time the assessment is signed by the employee.

- b. The Employer's representative(s) who assesses an employee's performance must have observed or been aware of the employee's performance for at least one half (1/2) of the period for which the employee's performance is evaluated.

41.03 When an employee disagrees with the assessment and/or appraisal, the employee shall have the right to present written counter-arguments to the manager(s) or committee(s) responsible for the assessment and/or appraisal decision. At the employee's request, such written counter-arguments shall be attached to the assessment and/or appraisal.

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

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

- 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; and
- c. an opportunity to submit such written representations as the employee may deem appropriate concerning the report and to have such written representations attached to the report.

Article 42: employment references

42.01 On application by an employee, the Employer shall provide personal references to the prospective employer of such employee indicating length of service, principal duties and responsibilities and performance of such duties. Personal references requested by a prospective employer outside the public service will not be provided without the written consent of the employee.

Article 43: sexual harassment

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

43.02

- a. Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- b. If by reason of paragraph 43.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

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

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

****Article 44: no discrimination**

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

44.02

- a. Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- b. If by reason of paragraph 44.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

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

****Article 45: Correctional Service Specific Duty Allowance**

45.01 The Correctional Service Specific Duty Allowance (CSSDA) shall be payable to incumbents of specific positions in the bargaining unit within the Correctional Service of Canada (CSC). The CSSDA provides additional compensation to an incumbent of a position who performs certain duties or responsibilities specific to CSC (that is, custody of inmates, the regular supervision of offenders, or the support of programs related to the conditional release of those offenders) within penitentiaries as defined in the *Corrections and Conditional Release Act*, and/or CSC Commissioner Directives.

**

45.02 The value of the CSSDA shall be two thousand one hundred and forty dollars (\$2,140) annually. Except as prescribed in clause 45.04 below, this allowance shall be paid on a biweekly basis for any month in which an employee performs the duties for a minimum period of ten (10) days in a position to which the CSSDA applies.

45.03 Where the employee's basic monthly pay entitlement (including any applicable allowances) in the position to which they are temporarily acting or assigned is less than their monthly pay entitlement plus the CSSDA in their substantive position, the employee shall retain the CSSDA applicable to their substantive position for the duration of that temporary period.

45.04 An employee will be entitled to receive the CSSDA, in accordance with clause 45.01:

- a. during any period of paid leave up to a maximum of sixty (60) consecutive calendar days;
or
- b. during the full period of paid leave where an employee is granted injury-on-duty leave with pay because of an injury resulting from an act of violence from one or more inmates.

45.05 The CSSDA shall not form part of an employee's salary except for the purposes of the following benefit plans:

- *Public Service Superannuation Act*
- Public Service Disability Insurance Plan
- Canada Pension Plan
- Québec Pension Plan
- Employment Insurance
- *Government Employees Compensation Act*
- *Flying Accident Compensation Regulations*

Article 46: pay

46.01 Except as provided in clauses 46.01 to 46.07 inclusive, and the notes to Appendix "A" of this agreement, the terms and conditions governing the application of pay to employees are not affected by this agreement.

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

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

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

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

Pay administration

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

- a. the employee shall receive the pay increment;

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

Rates of pay

46.06

- a. The rates of pay set forth in Appendix "A" shall become effective on the dates specified.
- b. Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of this agreement, the following shall apply:
 - i. "retroactive period" for the purpose of subparagraphs (ii) to (v) means the period from the effective date of the revision up to and including the day before the collective agreement is signed or when an arbitral award is rendered therefore;
 - ii. a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the groups identified in Article 26 of this agreement during the retroactive period;
 - iii. or initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;
 - iv. for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the *Directive on Terms and Conditions of Employment*, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;
 - v. no payment or no notification shall be made pursuant to paragraph 46.06(b) for one dollar (\$1.00) or less.

46.07 This article is subject to the memorandum of understanding signed by the Employer and the Professional Institute of the Public Service of Canada dated July 21, 1982, in respect of red-circled employees.

Acting pay

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

- a. The required number of consecutive working days or shifts referred to in clause 46.08 is three (3) consecutive scheduled working days or shifts.

- b. However, the qualifying period of three (3) consecutive scheduled working days or shifts mentioned above will be reduced to one (1) day or shift for MT-3 employees working shift work.
- c. When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as time worked for purposes of the qualifying period.

Article 47: agreement reopener

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

****Article 48: duration**

**

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

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

Signed at Ottawa, this 14th day of the month December 2023.

The Treasury Board Marie-Chantal Girard Isabelle Rodier Katia Morinville Stéphanie Marchand Joanne St-Coeur Serge Meunier Daniela Kulgawetz Hilary Flett Julia Griffiths Aren Charlebois Renée Champagne Sonia Talwar Scott Duguid Brian Healey Bianca Mahoney	The Professional Institute of the Public Service of Canada Jennifer Carr David Griffin Katherine Kenny Bryan Van Wilgenburg Enzo Barresi Ann Therriault Marcel C. Beaudoin Leslie Nasmith Sally Hanna Graham Irvine
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****Appendix “A”****AC: Actuarial Science Group annual rates of pay (in dollars)****Table legend**

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

AC-01: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2021	74,586	77,724	80,866	84,001	87,137	90,880	94,605	98,128
A) October 1, 2022	77,197	80,444	83,696	86,941	90,187	94,061	97,916	101,562
W) October 1, 2022 – Wage adjustment	78,162	81,450	84,742	88,028	91,314	95,237	99,140	102,832
B) October 1, 2023	80,507	83,894	87,284	90,669	94,053	98,094	102,114	105,917
X) October 1, 2023 – Pay line adjustment	80,910	84,313	87,720	91,122	94,523	98,584	102,625	106,447
Y) 180 days of signing – restructure	84,313	87,720	91,122	94,523	98,584	102,625	106,447	110,106
C) October 1, 2024	85,999	89,474	92,944	96,413	100,556	104,678	108,576	112,308
Z) October 1, 2024 – Wage adjustment	86,214	89,698	93,176	96,654	100,807	104,940	108,847	112,589
D) October 1, 2025	87,938	91,492	95,040	98,587	102,823	107,039	111,024	114,841

AC-01: annual rates of pay (in dollars) – continued

Effective date	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
\$) October 1, 2021	101,501	104,890	108,824	112,907	116,988	121,751	Not applicable	Not applicable
A) October 1, 2022	105,054	108,561	112,633	116,859	121,083	126,012	Not applicable	Not applicable
W) October 1, 2022 – Wage adjustment	106,367	109,918	114,041	118,320	122,597	127,587	Not applicable	Not applicable
B) October 1, 2023	109,558	113,216	117,462	121,870	126,275	131,415	Not applicable	Not applicable
X) October 1, 2023 – Pay line adjustment	110,106	113,782	118,049	122,479	126,906	132,072	Not applicable	Not applicable
Y) 180 days of signing – restructure	113,782	118,049	122,479	126,906	132,072	137,144	142,410	147,878
C) October 1, 2024	116,058	120,410	124,929	129,444	134,713	139,886	145,258	150,836

Z) October 1, 2024 – Wage adjustment	116,348	120,711	125,241	129,768	135,050	140,236	145,621	151,213
D) October 1, 2025	118,675	123,125	127,746	132,363	137,751	143,041	148,533	154,237

AC-02: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
§) October 1, 2021	114,020	117,732	121,442	125,158	129,676
A) October 1, 2022	118,011	121,853	125,692	129,539	134,215
W) October 1, 2022 – Wage adjustment	119,486	123,376	127,263	131,158	135,893
B) October 1, 2023	123,071	127,077	131,081	135,093	139,970
X) October 1, 2023 – Pay line adjustment	123,686	127,712	131,736	135,768	140,670
Y) 180 days of signing – restructure	127,712	131,736	135,768	140,670	145,750
C) October 1, 2024	130,266	134,371	138,483	143,483	148,665
Z) October 1, 2024 – Wage adjustment	130,592	134,707	138,829	143,842	149,037
D) October 1, 2025	133,204	137,401	141,606	146,719	152,018

AC-02: annual rates of pay (in dollars) – continued

Effective date	Step 6	Step 7	Step 8	Step 9	Step 10
§) October 1, 2021	134,360	139,042	143,718	Not applicable	Not applicable
A) October 1, 2022	139,063	143,908	148,748	Not applicable	Not applicable
W) October 1, 2022 – Wage adjustment	140,801	145,707	150,607	Not applicable	Not applicable
B) October 1, 2023	145,025	150,078	155,125	Not applicable	Not applicable
X) October 1, 2023 – Pay line adjustment	145,750	150,828	155,901	Not applicable	Not applicable
Y) 180 days of signing – restructure	150,828	155,901	161,139	166,554	172,150
C) October 1, 2024	153,845	159,019	164,362	169,885	175,593
Z) October 1, 2024 – Wage adjustment	154,230	159,417	164,773	170,310	176,032
D) October 1, 2025	157,315	162,605	168,068	173,716	179,553

AC-03: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
§) October 1, 2021	127,662	131,540	135,432	139,869	144,670
A) October 1, 2022	132,130	136,144	140,172	144,764	149,733
W) October 1, 2022 – Wage adjustment	133,782	137,846	141,924	146,574	151,605
B) October 1, 2023	137,795	141,981	146,182	150,971	156,153
X) October 1, 2023 – Pay line adjustment	138,484	142,691	146,913	151,726	156,934

Y) 180 days of signing – restructure	142,691	146,913	151,726	156,934	162,330
C) October 1, 2024	145,545	149,851	154,761	160,073	165,577
Z) October 1, 2024 – Wage adjustment	145,909	150,226	155,148	160,473	165,991
D) October 1, 2025	148,827	153,231	158,251	163,682	169,311

AC-03: annual rates of pay (in dollars) – continued

Effective date	Step 6	Step 7	Step 8	Step 9	Step 10
§) October 1, 2021	149,643	154,783	159,921	Not applicable	Not applicable
A) October 1, 2022	154,881	160,200	165,518	Not applicable	Not applicable
W) October 1, 2022 – Wage adjustment	156,817	162,203	167,587	Not applicable	Not applicable
B) October 1, 2023	161,522	167,069	172,615	Not applicable	Not applicable
X) October 1, 2023 – Pay line adjustment	162,330	167,904	173,478	Not applicable	Not applicable
Y) 180 days of signing – restructure	167,904	173,478	179,151	185,009	191,059
C) October 1, 2024	171,262	176,948	182,734	188,709	194,880
Z) October 1, 2024 – Wage adjustment	171,690	177,390	183,191	189,181	195,367
D) October 1, 2025	175,124	180,938	186,855	192,965	199,274

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

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

AC

Pay notes

**

1. The pay increment period for all employees paid in the AC scales of pay rates is twelve (12) months, subject to notes 2.b), 2.c) and 2.d) below for employees paid in the AC-01 scale.
2. AC-01 pay scale: Subject to notes (a) to (d) below, AC-01 employees are paid at the appropriate rate in relation to the education requirements and acquired years of experience.
 - a. The AC-01 pay notes are effective according to the dates determined by Appendix L: Memorandum of Understanding with Respect to the

Implementation of the Collective Agreement.

- b. In addition to the periodic pay increment in pay note 1), employees may receive a further increment up to and including Step 8 of the pay scale in the month following the successful completion of an educational requirement recognized by the Employer.
 - c. Advancement beyond Step 8 is dependent on the employee having obtained an Associateship designation from the Canadian Institute of Actuaries and one (1) educational requirement, recognized by the Employer, towards a Fellowship designation.
 - d. At the discretion of the Employer, AC-01 employees can advance to higher-level increments if a significant combination of educational requirements and experience in developing and managing actuarial valuation models has been acquired.
3. Within one hundred and eighty (180) days of the signing of the collective agreement:
- a. On the date of restructure, employees at levels AC-01, AC-02 and AC-03 will automatically move to the next step nearest to but not less than their former rate of pay.
 - b. For employees who moved in the pay scale on the date of restructure, the twelve (12) month pay increment period will be calculated starting on the date of restructure subject to pay notes 2.b) and 2.c) above for employees paid in the AC-01 scale.
4. Following the restructure in pay note 3), AC-01 employees beyond Step 8 in the restructured pay grid on the date of restructure will be maintained and will remain in this step until they obtain the educational requirements as specified under pay note 2.c).

AG: Agriculture Group annual rates of pay (in dollars)**Table legend**

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

AG-01: annual rates of pay (in dollars)

Effective date	Range/Step 1*	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) October 1, 2021	34,969 to 60,431	64,042	66,432	68,824	71,212	73,607	75,500
A) October 1, 2022	36,193 to 62,546	66,283	68,757	71,233	73,704	76,183	78,143
X) October 1, 2022 – Wage adjustment	36,645 to 63,328	67,112	69,616	72,123	74,625	77,135	79,120
B) October 1, 2023	37,744 to 65,228	69,125	71,704	74,287	76,864	79,449	81,494
Y) October 1, 2023 – Pay line adjustment	37,933 to 65,554	69,471	72,063	74,658	77,248	79,846	81,901
C) October 1, 2024	38,692 to 66,865	70,860	73,504	76,151	78,793	81,443	83,539
Z) October 1, 2024 – Wage adjustment	38,789 to 67,032	71,037	73,688	76,341	78,990	81,647	83,748
D) October 1, 2025	39,565 to 68,373	72,458	75,162	77,868	80,570	83,280	85,423

* (with intermediate steps of \$10)

AG-02: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2021	65,662	68,741	71,816	74,912	77,970	80,889	85,149	89,411
A) October 1, 2022	67,960	71,147	74,330	77,534	80,699	83,720	88,129	92,540
X) October 1, 2022 – Wage adjustment	68,810	72,036	75,259	78,503	81,708	84,767	89,231	93,697
B) October 1, 2023	70,874	74,197	77,517	80,858	84,159	87,310	91,908	96,508
Y) October 1, 2023 – Pay line adjustment	71,228	74,568	77,905	81,262	84,580	87,747	92,368	96,991
C) October 1, 2024	72,653	76,059	79,463	82,887	86,272	89,502	94,215	98,931
Z) October 1, 2024 – Wage adjustment	72,835	76,249	79,662	83,094	86,488	89,726	94,451	99,178
D) October 1, 2025	74,292	77,774	81,255	84,756	88,218	91,521	96,340	101,162

AG-03: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2021	82,579	86,284	89,979	93,680	97,379	101,078	104,778	106,319
A) October 1, 2022	85,469	89,304	93,128	96,959	100,787	104,616	108,445	110,040
X) October 1, 2022 – Wage adjustment	86,537	90,420	94,292	98,171	102,047	105,924	109,801	111,416

B) October 1, 2023	89,133	93,133	97,121	101,116	105,108	109,102	113,095	114,758
Y) October 1, 2023 – Pay line adjustment	89,579	93,599	97,607	101,622	105,634	109,648	113,660	115,332
C) October 1, 2024	91,371	95,471	99,559	103,654	107,747	111,841	115,933	117,639
Z) October 1, 2024 – Wage adjustment	91,599	95,710	99,808	103,913	108,016	112,121	116,223	117,933
D) October 1, 2025	93,431	97,624	101,804	105,991	110,176	114,363	118,547	120,292

AG-04: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) October 1, 2021	102,434	106,110	109,793	113,476	117,295	121,714
A) October 1, 2022	106,019	109,824	113,636	117,448	121,400	125,974
X) October 1, 2022 – Wage adjustment	107,344	111,197	115,056	118,916	122,918	127,549
B) October 1, 2023	110,564	114,533	118,508	122,483	126,606	131,375
Y) October 1, 2023 – Pay line adjustment	111,117	115,106	119,101	123,095	127,239	132,032
C) October 1, 2024	113,339	117,408	121,483	125,557	129,784	134,673
Z) October 1, 2024 – Wage adjustment	113,622	117,702	121,787	125,871	130,108	135,010
D) October 1, 2025	115,894	120,056	124,223	128,388	132,710	137,710

AG-05: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) October 1, 2021	113,441	117,933	122,424	126,913	129,410	132,836
A) October 1, 2022	117,411	122,061	126,709	131,355	133,939	137,485
X) October 1, 2022 – Wage adjustment	118,879	123,587	128,293	132,997	135,613	139,204
B) October 1, 2023	122,445	127,295	132,142	136,987	139,681	143,380
Y) October 1, 2023 – Pay line adjustment	123,057	127,931	132,803	137,672	140,379	144,097
C) October 1, 2024	125,518	130,490	135,459	140,425	143,187	146,979
Z) October 1, 2024 – Wage adjustment	125,832	130,816	135,798	140,776	143,545	147,346
D) October 1, 2025	128,349	133,432	138,514	143,592	146,416	150,293

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

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

AG**Pay notes**

1. An employee being paid in that part of the AG-01 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid:
 - a. Effective October 1, 2022, in the “A” scale of rates at the rate which is nearest to but not more than three decimal five per cent (3.5%) higher than the employee’s former rate of pay, rounded to the nearest ten dollars (\$10).
 - b. Effective October 1, 2022, in the “X” scale of rates at the rate which is nearest to but not more than one decimal twenty-five per cent (1.25%) higher than the employee’s former rate of pay, rounded to the nearest ten dollars (\$10).
 - c. Effective October 1, 2023, in the “B” scale of rates at the rate which is nearest to but not more than three decimal zero per cent (3.0%) higher than the employee’s former rate of pay, rounded to the nearest ten dollars (\$10).
 - d. Effective October 1, 2023, in the “Y” scale of rates at the rate which is nearest to but not more than zero decimal five per cent (0.5%) higher than the employee’s former rate of pay, rounded to the nearest ten dollars (\$10).
 - e. Effective October 1, 2024, in the “C” scale of rates at the rate which is nearest to but not more than two decimal zero per cent (2.0%) higher than the employee’s former rate of pay, rounded to the nearest ten dollars (\$10).
 - f. Effective October 1, 2024, in the “Z” scale of rates at the rate which is nearest to but not more than zero decimal twenty-five per cent (0.25%) higher than the employee’s former rate of pay, rounded to the nearest ten dollars (\$10).
 - g. Effective October 1, 2025, in the “D” scale of rates at the rate which is nearest to but not more than two decimal zero per cent (2%) higher than the employee’s former rate of pay, rounded to the nearest ten dollars (\$10).
2. The pay increment period for all employees, other than those paid in that part of the AG-01 scale of rates identified by ten-dollar (\$10) intermediate steps, is twelve (12) months and a pay increment shall be to the next rate in the scale of rates.
3. For all employees paid in that part of the AG-01 scale of rates identified by ten-dollar (\$10) intermediate steps, the pay increment period is six (6) months and a pay increment shall be three hundred dollars (\$300), or such higher amount that the Employer may determine, provided that the last rate in that part of the scale of rates identified by ten-dollar (\$10) intermediate steps is not exceeded.
4. An increase from that part of the AG-01 scale identified by ten-dollar (\$10) intermediate steps to the first (1st) step in the fixed incremental part of the scale shall take place on the date on which the Employer certifies that the employee should be paid at that rate.
5. Every employee being paid in that part of the AG-01 scale identified by ten-dollar (\$10) intermediate steps will have their performance reviewed by the Employer within two (2) years of their appointment to that part of the scale with a view to ascertaining whether the employee should be paid at the first (1st) step in the fixed incremental part of the scale. On the basis of this review, the Employer will decide whether to certify that the employee should be paid at that point in time at the first (1st) step in that part of the scale. An employee who continues to be paid in that part of the scale identified by ten-dollar (\$10)

intermediate steps after the second (2nd) anniversary of their appointment will have their performance reviewed at least annually thereafter.

BI: Biological Sciences Group annual rates of pay (in dollars)**Table legend**

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

BI-01: annual rates of pay (in dollars)

Effective date	Range/Step 1*	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) October 1, 2021	34,969 to 60,431	64,042	66,432	68,824	71,212	73,607	75,500
A) October 1, 2022	36,193 to 62,546	66,283	68,757	71,233	73,704	76,183	78,143
X) October 1, 2022 – Wage adjustment	36,645 to 63,328	67,112	69,616	72,123	74,625	77,135	79,120
B) October 1, 2023	37,744 to 65,228	69,125	71,704	74,287	76,864	79,449	81,494
Y) October 1, 2023 – Pay line adjustment	37,933 to 65,554	69,471	72,063	74,658	77,248	79,846	81,901
C) October 1, 2024	38,692 to 66,865	70,860	73,504	76,151	78,793	81,443	83,539
Z) October 1, 2024 – Wage adjustment	38,789 to 67,032	71,037	73,688	76,341	78,990	81,647	83,748
D) October 1, 2025	39,565 to 68,373	72,458	75,162	77,868	80,570	83,280	85,423

* (with intermediate steps of \$10)

BI-02: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2021	65,662	68,741	71,816	74,912	77,970	80,889	85,149	89,411
A) October 1, 2022	67,960	71,147	74,330	77,534	80,699	83,720	88,129	92,540
X) October 1, 2022 – Wage adjustment	68,810	72,036	75,259	78,503	81,708	84,767	89,231	93,697
B) October 1, 2023	70,874	74,197	77,517	80,858	84,159	87,310	91,908	96,508
Y) October 1, 2023 – Pay line adjustment	71,228	74,568	77,905	81,262	84,580	87,747	92,368	96,991
C) October 1, 2024	72,653	76,059	79,463	82,887	86,272	89,502	94,215	98,931
Z) October 1, 2024 – Wage adjustment	72,835	76,249	79,662	83,094	86,488	89,726	94,451	99,178
D) October 1, 2025	74,292	77,774	81,255	84,756	88,218	91,521	96,340	101,162

BI-03: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2021	82,579	86,284	89,979	93,680	97,379	101,078	104,778	106,319
A) October 1, 2022	85,469	89,304	93,128	96,959	100,787	104,616	108,445	110,040
X) October 1, 2022 – Wage adjustment	86,537	90,420	94,292	98,171	102,047	105,924	109,801	111,416

B) October 1, 2023	89,133	93,133	97,121	101,116	105,108	109,102	113,095	114,758
Y) October 1, 2023 – Pay line adjustment	89,579	93,599	97,607	101,622	105,634	109,648	113,660	115,332
C) October 1, 2024	91,371	95,471	99,559	103,654	107,747	111,841	115,933	117,639
Z) October 1, 2024 – Wage adjustment	91,599	95,710	99,808	103,913	108,016	112,121	116,223	117,933
D) October 1, 2025	93,431	97,624	101,804	105,991	110,176	114,363	118,547	120,292

BI-04: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) October 1, 2021	102,434	106,110	109,793	113,476	117,295	121,714
A) October 1, 2022	106,019	109,824	113,636	117,448	121,400	125,974
X) October 1, 2022 – Wage adjustment	107,344	111,197	115,056	118,916	122,918	127,549
B) October 1, 2023	110,564	114,533	118,508	122,483	126,606	131,375
Y) October 1, 2023 – Pay line adjustment	111,117	115,106	119,101	123,095	127,239	132,032
C) October 1, 2024	113,339	117,408	121,483	125,557	129,784	134,673
Z) October 1, 2024 – Wage adjustment	113,622	117,702	121,787	125,871	130,108	135,010
D) October 1, 2025	115,894	120,056	124,223	128,388	132,710	137,710

BI-05: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) October 1, 2021	113,441	117,933	122,424	126,913	129,410	132,836
A) October 1, 2022	117,411	122,061	126,709	131,355	133,939	137,485
X) October 1, 2022 – Wage adjustment	118,879	123,587	128,293	132,997	135,613	139,204
B) October 1, 2023	122,445	127,295	132,142	136,987	139,681	143,380
Y) October 1, 2023 – Pay line adjustment	123,057	127,931	132,803	137,672	140,379	144,097
C) October 1, 2024	125,518	130,490	135,459	140,425	143,187	146,979
Z) October 1, 2024 – Wage adjustment	125,832	130,816	135,798	140,776	143,545	147,346
D) October 1, 2025	128,349	133,432	138,514	143,592	146,416	150,293

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

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

BI

Pay notes

1. An employee being paid in that part of the BI-01 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid:
 - a. Effective October 1, 2022, in the “A” scale of rates at the rate which is nearest to but not more than three decimal five per cent (3.5%) higher than the employee’s former rate of pay, rounded to the nearest ten dollars (\$10).
 - b. Effective October 1, 2022, in the “X” scale of rates at the rate which is nearest to but not more than one decimal twenty-five per cent (1.25%) higher than the employee’s former rate of pay, rounded to the nearest ten dollars (\$10).
 - c. Effective October 1, 2023, in the “B” scale of rates at the rate which is nearest to but not more than three decimal zero per cent (3.0%) higher than the employee’s former rate of pay, rounded to the nearest ten dollars (\$10).
 - d. Effective October 1, 2023, in the “Y” scale of rates at the rate which is nearest to but not more than zero decimal five per cent (0.5%) higher than the employee’s former rate of pay, rounded to the nearest ten dollars (\$10).
 - e. Effective October 1, 2024, in the “C” scale of rates at the rate which is nearest to but not more than two decimal zero per cent (2.0%) higher than the employee’s former rate of pay, rounded to the nearest ten dollars (\$10).
 - f. Effective October 1, 2024, in the “Z” scale of rates at the rate which is nearest to but not more than zero decimal twenty-five per cent (0.25%) higher than the employee’s former rate of pay, rounded to the nearest ten dollars (\$10).
 - g. Effective October 1, 2025, in the “D” scale of rates at the rate which is nearest to but not more than two decimal zero per cent (2%) higher than the employee’s former rate of pay, rounded to the nearest ten dollars (\$10).
2. The pay increment period for all employees, other than those paid in that part of the BI-01 scale of rates identified by ten-dollar (\$10) intermediate steps, is twelve (12) months and a pay increment shall be to the next rate in the scale of rates.
3. For all employees paid in that part of the BI-01 scale of rates identified by ten-dollar (\$10) intermediate steps, the pay increment period is six (6) months and a pay increment shall be three hundred dollars (\$300), or such higher amount that the Employer may determine, provided that the last rate in that part of the scale of rates identified by ten-dollar (\$10) intermediate steps is not exceeded.
4. An increase from that part of the BI-01 scale identified by ten-dollar (\$10) intermediate steps to the first (1st) step in the fixed incremental part of the scale shall take place on the date on which the Employer certifies that the employee should be paid at that rate.
5. Every employee being paid in that part of the BI-01 scale identified by ten-dollar (\$10) intermediate steps will have their performance reviewed by the Employer within two (2) years of their appointment to that part of the scale with a view to ascertaining whether the employee should be paid at the first (1st) step in the fixed incremental part of the scale. On the basis of this review, the Employer will decide whether to certify that the employee should be paid at that point in time at the first (1st) step in that part of the scale. An employee who continues to be paid in that part of the scale identified by ten-dollar (\$10) intermediate steps after the second (2nd) anniversary of their appointment will have their performance reviewed at least annually thereafter.

CH: Chemistry Group annual rates of pay (in dollars)**Table legend**

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

CH-01: annual rates of pay (in dollars)

Effective date	Range/Step 1*	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) October 1, 2021	34,969 to 60,431	64,042	66,432	68,824	71,212	73,607	75,500
A) October 1, 2022	36,193 to 62,546	66,283	68,757	71,233	73,704	76,183	78,143
X) October 1, 2022 – Wage adjustment	36,645 to 63,328	67,112	69,616	72,123	74,625	77,135	79,120
B) October 1, 2023	37,744 to 65,228	69,125	71,704	74,287	76,864	79,449	81,494
Y) October 1, 2023 – Pay line adjustment	37,933 to 65,554	69,471	72,063	74,658	77,248	79,846	81,901
C) October 1, 2024	38,692 to 66,865	70,860	73,504	76,151	78,793	81,443	83,539
Z) October 1, 2024 – Wage adjustment	38,789 to 67,032	71,037	73,688	76,341	78,990	81,647	83,748
D) October 1, 2025	39,565 to 68,373	72,458	75,162	77,868	80,570	83,280	85,423

* (with intermediate steps of \$10)

CH-02: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2021	65,662	68,741	71,816	74,912	77,970	80,889	85,149	89,411
A) October 1, 2022	67,960	71,147	74,330	77,534	80,699	83,720	88,129	92,540
X) October 1, 2022 – Wage adjustment	68,810	72,036	75,259	78,503	81,708	84,767	89,231	93,697
B) October 1, 2023	70,874	74,197	77,517	80,858	84,159	87,310	91,908	96,508
Y) October 1, 2023 – Pay line adjustment	71,228	74,568	77,905	81,262	84,580	87,747	92,368	96,991
C) October 1, 2024	72,653	76,059	79,463	82,887	86,272	89,502	94,215	98,931
Z) October 1, 2024 – Wage adjustment	72,835	76,249	79,662	83,094	86,488	89,726	94,451	99,178
D) October 1, 2025	74,292	77,774	81,255	84,756	88,218	91,521	96,340	101,162

CH-03: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2021	82,579	86,284	89,979	93,680	97,379	101,078	104,778	106,319
A) October 1, 2022	85,469	89,304	93,128	96,959	100,787	104,616	108,445	110,040
X) October 1, 2022 – Wage adjustment	86,537	90,420	94,292	98,171	102,047	105,924	109,801	111,416

B) October 1, 2023	89,133	93,133	97,121	101,116	105,108	109,102	113,095	114,758
Y) October 1, 2023 – Pay line adjustment	89,579	93,599	97,607	101,622	105,634	109,648	113,660	115,332
C) October 1, 2024	91,371	95,471	99,559	103,654	107,747	111,841	115,933	117,639
Z) October 1, 2024 – Wage adjustment	91,599	95,710	99,808	103,913	108,016	112,121	116,223	117,933
D) October 1, 2025	93,431	97,624	101,804	105,991	110,176	114,363	118,547	120,292

CH-04: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) October 1, 2021	102,434	106,110	109,793	113,476	117,295	121,714
A) October 1, 2022	106,019	109,824	113,636	117,448	121,400	125,974
X) October 1, 2022 – Wage adjustment	107,344	111,197	115,056	118,916	122,918	127,549
B) October 1, 2023	110,564	114,533	118,508	122,483	126,606	131,375
Y) October 1, 2023 – Pay line adjustment	111,117	115,106	119,101	123,095	127,239	132,032
C) October 1, 2024	113,339	117,408	121,483	125,557	129,784	134,673
Z) October 1, 2024 – Wage adjustment	113,622	117,702	121,787	125,871	130,108	135,010
D) October 1, 2025	115,894	120,056	124,223	128,388	132,710	137,710

CH-05: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) October 1, 2021	113,441	117,933	122,424	126,913	129,410	132,836
A) October 1, 2022	117,411	122,061	126,709	131,355	133,939	137,485
X) October 1, 2022 – Wage adjustment	118,879	123,587	128,293	132,997	135,613	139,204
B) October 1, 2023	122,445	127,295	132,142	136,987	139,681	143,380
Y) October 1, 2023 – Pay line adjustment	123,057	127,931	132,803	137,672	140,379	144,097
C) October 1, 2024	125,518	130,490	135,459	140,425	143,187	146,979
Z) October 1, 2024 – Wage adjustment	125,832	130,816	135,798	140,776	143,545	147,346
D) October 1, 2025	128,349	133,432	138,514	143,592	146,416	150,293

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

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

CH**Pay notes**

1. An employee being paid in that part of the CH-01 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid:
 - a. Effective October 1, 2022, in the “A” scale of rates at the rate which is nearest to but not more than three decimal five per cent (3.5%) higher than the employee’s former rate of pay, rounded to the nearest ten dollars (\$10).
 - b. Effective October 1, 2022, in the “X” scale of rates at the rate which is nearest to but not more than one decimal twenty-five per cent (1.25%) higher than the employee’s former rate of pay, rounded to the nearest ten dollars (\$10).
 - c. Effective October 1, 2023, in the “B” scale of rates at the rate which is nearest to but not more than three decimal zero per cent (3.0%) higher than the employee’s former rate of pay, rounded to the nearest ten dollars (\$10).
 - d. Effective October 1, 2023, in the “Y” scale of rates at the rate which is nearest to but not more than zero decimal five per cent (0.5%) higher than the employee’s former rate of pay, rounded to the nearest ten dollars (\$10).
 - e. Effective October 1, 2024, in the “C” scale of rates at the rate which is nearest to but not more than two decimal zero per cent (2.0%) higher than the employee’s former rate of pay, rounded to the nearest ten dollars (\$10).
 - f. Effective October 1, 2024, in the “Z” scale of rates at the rate which is nearest to but not more than zero decimal twenty-five per cent (0.25%) higher than the employee’s former rate of pay, rounded to the nearest ten dollars (\$10).
 - g. Effective October 1, 2025, in the “D” scale of rates at the rate which is nearest to but not more than two decimal zero per cent (2%) higher than the employee’s former rate of pay, rounded to the nearest ten dollars (\$10).
2. An employee who was initially appointed to the ten-dollar (\$10) step portion of the CH-01 scale of rates shall not have their rate of pay adjusted as a result of an economic increase for a period of twelve (12) months from the date of their initial appointment, except that no employee shall be paid less than the minimum rate of pay. On the date which is twelve (12) months from the employee’s initial appointment, the employee’s rate of pay shall be adjusted by any economic increase to the fixed incremental portion of the CH-01 scale of rates which occurred during that twelve (12) month period, provided that the maximum rate of pay in the ten-dollar (\$10) step portion of the CH-01 scale of rates is not exceeded.
3. The pay increment period for all employees, other than those paid in that part of the CH-01 scale of rates identified by ten-dollar (\$10) intermediate steps, is twelve (12) months and a pay increment shall be to the next rate in the scale of rates.
4. The pay increment period for all employees in the CH-01 scale of rates identified by ten-dollar (\$10) intermediate steps is six (6) months and the minimum pay increment shall be three hundred dollars (\$300) or such higher amount that the Employer may determine, or such lesser amount that brings the employee’s rate to the maximum of the pay range. For the purposes of transfer and promotion, the lowest pay increment is three hundred dollars (\$300).

5. An increase from that part of the CH-01 scale identified by ten-dollar (\$10) intermediate steps to the first (1st) step in the fixed incremental part of the scale shall take place on the date on which the Employer certifies that the employee should be paid at that rate.
6. Every employee being paid in that part of the CH-01 scale identified by ten-dollar (\$10) intermediate steps will have their performance reviewed by the Employer within two (2) years of their appointment to that part of the scale with a view to ascertaining whether the employee should be paid at the first (1st) step in the fixed incremental part of the scale. On the basis of this review, the Employer will decide whether to certify that the employee should be paid at that point in time at the first (1st) step in that part of the scale. An employee who continues to be paid in that part of the scale identified by ten-dollar (\$10) intermediate steps after the second (2nd) anniversary of their appointment will have their performance reviewed at least annually thereafter.

FO: Forestry Group annual rates of pay (in dollars)**Table legend**

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

FO-01: annual rates of pay (in dollars)

Effective date	Range/Step 1*	Step 2	Step 3	Step 4	Step 5
\$) October 1, 2021	34,969 to 59,382	62,216	64,140	66,368	68,617
A) October 1, 2022	36,193 to 61,460	64,394	66,385	68,691	71,019
X) October 1, 2022 – Wage adjustment	36,645 to 62,228	65,199	67,215	69,550	71,907
B) October 1, 2023	37,744 to 64,095	67,155	69,231	71,637	74,064
Y) October 1, 2023 – Pay line adjustment	37,933 to 64,415	67,491	69,577	71,995	74,434
C) October 1, 2024	38,692 to 65,703	68,841	70,969	73,435	75,923
Z) October 1, 2024 – Wage adjustment	38,789 to 65,867	69,013	71,146	73,619	76,113
D) October 1, 2025	39,565 to 67,184	70,393	72,569	75,091	77,635

* (with intermediate steps of \$10)

FO-01: annual rates of pay (in dollars) – continued

Effective date	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
\$) October 1, 2021	72,267	74,927	77,568	80,208	82,853	85,499	88,629
A) October 1, 2022	74,796	77,549	80,283	83,015	85,753	88,491	91,731
X) October 1, 2022 – Wage adjustment	75,731	78,518	81,287	84,053	86,825	89,597	92,878
B) October 1, 2023	78,003	80,874	83,726	86,575	89,430	92,285	95,664
Y) October 1, 2023 – Pay line adjustment	78,393	81,278	84,145	87,008	89,877	92,746	96,142
C) October 1, 2024	79,961	82,904	85,828	88,748	91,675	94,601	98,065
Z) October 1, 2024 – Wage adjustment	80,161	83,111	86,043	88,970	91,904	94,838	98,310
D) October 1, 2025	81,764	84,773	87,764	90,749	93,742	96,735	100,276

FO-02: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2021	82,329	84,890	87,602	90,605	93,316	95,992	98,668	101,692
A) October 1, 2022	85,211	87,861	90,668	93,776	96,582	99,352	102,121	105,251
W) October 1, 2022	86,276	88,959	91,801	94,948	97,789	100,594	103,398	106,567

B) October 1, 2023 – Wage adjustment	88,864	91,628	94,555	97,796	100,723	103,612	106,500	109,764
X) October 1, 2023 – Pay line adjustment	89,308	92,086	95,028	98,285	101,227	104,130	107,033	110,313
C) October 1, 2024	91,094	93,928	96,929	100,251	103,252	106,213	109,174	112,519
Z) October 1, 2024 – Wage adjustment	91,322	94,163	97,171	100,502	103,510	106,479	109,447	112,800
D) October 1, 2025	93,148	96,046	99,114	102,512	105,580	108,609	111,636	115,056

FO-03: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
§) October 1, 2021	96,170	98,894	101,583	104,960	108,293	111,628	115,006
A) October 1, 2022	99,536	102,355	105,138	108,634	112,083	115,535	119,031
X) October 1, 2022 – Wage adjustment	100,780	103,634	106,452	109,992	113,484	116,979	120,519
B) October 1, 2023	103,803	106,743	109,646	113,292	116,889	120,488	124,135
Y) October 1, 2023 – Pay line adjustment	104,322	107,277	110,194	113,858	117,473	121,090	124,756
C) October 1, 2024	106,408	109,423	112,398	116,135	119,822	123,512	127,251
Z) October 1, 2024 – Wage adjustment	106,674	109,697	112,679	116,425	120,122	123,821	127,569
D) October 1, 2025	108,807	111,891	114,933	118,754	122,524	126,297	130,120

FO-04: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
§) October 1, 2021	108,058	111,041	114,019	117,008	119,866	122,727	125,892
A) October 1, 2022	111,840	114,927	118,010	121,103	124,061	127,022	130,298
X) October 1, 2022 – Wage adjustment	113,238	116,364	119,485	122,617	125,612	128,610	131,927
B) October 1, 2023	116,635	119,855	123,070	126,296	129,380	132,468	135,885
Y) October 1, 2023 – Pay line adjustment	117,218	120,454	123,685	126,927	130,027	133,130	136,564
C) October 1, 2024	119,562	122,863	126,159	129,466	132,628	135,793	139,295
Z) October 1, 2024 – Wage adjustment	119,861	123,170	126,474	129,790	132,960	136,132	139,643
D) October 1, 2025	122,258	125,633	129,003	132,386	135,619	138,855	142,436

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

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

FO**Pay notes**

1. An employee being paid in that part of the FO-01 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid:
 - a. Effective October 1, 2022, in the “A” scale of rates at the rate which is nearest to but not more than three decimal five per cent (3.5%) higher than the employee’s former rate of pay, rounded to the nearest ten dollars (\$10).
 - b. Effective October 1, 2022, in the “X” scale of rates at the rate which is nearest to but not more than one decimal twenty-five per cent (1.25%) higher than the employee’s former rate of pay, rounded to the nearest ten dollars (\$10).
 - c. Effective October 1, 2023, in the “B” scale of rates at the rate which is nearest to but not more than three decimal zero per cent (3.0%) higher than the employee’s former rate of pay, rounded to the nearest ten dollars (\$10).
 - d. Effective October 1, 2023, in the “Y” scale of rates at the rate which is nearest to but not more than zero decimal five per cent (0.5%) higher than the employee’s former rate of pay, rounded to the nearest ten dollars (\$10).
 - e. Effective October 1, 2024, in the “C” scale of rates at the rate which is nearest to but not more than two decimal zero per cent (2.0%) higher than the employee’s former rate of pay, rounded to the nearest ten dollars (\$10).
 - f. Effective October 1, 2024, in the “Z” scale of rates at the rate which is nearest to but not more than zero decimal twenty-five per cent (0.25%) higher than the employee’s former rate of pay, rounded to the nearest ten dollars (\$10).
 - g. Effective October 1, 2025, in the “D” scale of rates at the rate which is nearest to but not more than two decimal zero per cent (2.0%) higher than the employee’s former rate of pay, rounded to the nearest ten dollars (\$10).
2. The pay increment period for all employees, other than those paid in that part of the FO-01 scale of rates identified by ten-dollar (\$10) intermediate steps, is twelve (12) months and a pay increment shall be to the next rate in the scale of rates.
3. For all employees paid in that part of the FO-01 scale of rates identified by ten-dollar (\$10) intermediate steps, the pay increment period is six (6) months and a pay increment shall be three hundred dollars (\$300), or such higher amount that the Employer may determine, provided that the last rate in that part of the scale of rates identified by ten-dollar (\$10) intermediate steps is not exceeded.
4. An increase from that part of the FO-01 scale identified by ten-dollar (\$10) intermediate steps to the first (1st) step in the fixed incremental part of the scale shall take place on the date on which the Employer certifies that the employee should be paid at that rate.
5. Every employee being paid in that part of the FO-01 scale identified by ten-dollar (\$10) intermediate steps will have their performance reviewed by the Employer within two (2) years of their appointment to that part of the scale with a view to ascertaining whether the employee should be paid at the first (1st) step in the fixed incremental part of the scale. On the basis of this review, the Employer will decide whether to certify that the employee should be paid at that point in time at the first (1st) step in that part of the scale. An employee who continues to be paid in that part of the scale identified by ten-dollar (\$10)

intermediate steps after the second (2nd) anniversary of their appointment will have their performance reviewed at least annually thereafter.

MT: Meteorology Group annual rates of pay (in dollars)**Table legend**

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

MT-01: annual rates of pay (in dollars)

Effective date	Range/Step 1*
\$) October 1, 2021	35,003 to 50,429
A) October 1, 2022	36,228 to 52,194
W) October 1, 2022 – Wage adjustment	36,681 to 52,846
B) October 1, 2023	37,781 to 54,431
X) October 1, 2023 – Pay line adjustment	37,970 to 54,703
Y) 180 days of signing – restructure	54,240 to 70,972
C) October 1, 2024	55,325 to 72,391
Z) October 1, 2024 – Wage adjustment	55,463 to 72,572
D) October 1, 2025	56,572 to 74,023

* (with intermediate steps of \$10)

MT-02: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2021	58,777	61,737	64,694	67,654	70,615	73,572	76,522	79,476
A) October 1, 2022	60,834	63,898	66,958	70,022	73,087	76,147	79,200	82,258
W) October 1, 2022 – Wage adjustment	61,594	64,697	67,795	70,897	74,001	77,099	80,190	83,286
B) October 1, 2023	63,442	66,638	69,829	73,024	76,221	79,412	82,596	85,785
X) October 1, 2023 – Pay line adjustment	63,759	66,971	70,178	73,389	76,602	79,809	83,009	86,214
Y) 180 days of signing – restructure	70,178	73,389	76,602	79,809	83,009	86,214	89,835	Not applicable
C) October 1, 2024	71,582	74,857	78,134	81,405	84,669	87,938	91,632	Not applicable
Z) October 1, 2024 – Wage adjustment	71,761	75,044	78,329	81,609	84,881	88,158	91,861	Not applicable
D) October 1, 2025	73,196	76,545	79,896	83,241	86,579	89,921	93,698	Not applicable

MT-03: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) October 1, 2021	79,285	82,218	85,162	88,097	91,023	95,882	100,741
A) October 1, 2022	82,060	85,096	88,143	91,180	94,209	99,238	104,267

W) October 1, 2022 – Wage adjustment	83,086	86,160	89,245	92,320	95,387	100,478	105,570
B) October 1, 2023	85,579	88,745	91,922	95,090	98,249	103,492	108,737
X) October 1, 2023 – Pay line adjustment	86,007	89,189	92,382	95,565	98,740	104,009	109,281
C) October 1, 2024	87,727	90,973	94,230	97,476	100,715	106,089	111,467
Z) October 1, 2024 – Wage adjustment	87,946	91,200	94,466	97,720	100,967	106,354	111,746
D) October 1, 2025	89,705	93,024	96,355	99,674	102,986	108,481	113,981

MT-04: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
§) October 1, 2021	81,410	84,517	87,303	89,943	92,582	96,509	100,436	104,365
A) October 1, 2022	84,259	87,475	90,359	93,091	95,822	99,887	103,951	108,018
W) October 1, 2022 – Wage adjustment	85,312	88,568	91,488	94,255	97,020	101,136	105,250	109,368
B) October 1, 2023	87,871	91,225	94,233	97,083	99,931	104,170	108,408	112,649
X) October 1, 2023 – Pay line adjustment	88,310	91,681	94,704	97,568	100,431	104,691	108,950	113,212
C) October 1, 2024	90,076	93,515	96,598	99,519	102,440	106,785	111,129	115,476
Z) October 1, 2024 – Wage adjustment	90,301	93,749	96,839	99,768	102,696	107,052	111,407	115,765
D) October 1, 2025	92,107	95,624	98,776	101,763	104,750	109,193	113,635	118,080

MT-05: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
§) October 1, 2021	89,475	92,246	95,012	97,788	100,564	104,515	108,472	112,427
A) October 1, 2022	92,607	95,475	98,337	101,211	104,084	108,173	112,269	116,362
W) October 1, 2022 – Wage adjustment	93,765	96,668	99,566	102,476	105,385	109,525	113,672	117,817
B) October 1, 2023	96,578	99,568	102,553	105,550	108,547	112,811	117,082	121,352
X) October 1, 2023 – Pay line adjustment	97,061	100,066	103,066	106,078	109,090	113,375	117,667	121,959
C) October 1, 2024	99,002	102,067	105,127	108,200	111,272	115,643	120,020	124,398
Z) October 1, 2024 – Wage adjustment	99,250	102,322	105,390	108,471	111,550	115,932	120,320	124,709
D) October 1, 2025	101,235	104,368	107,498	110,640	113,781	118,251	122,726	127,203

MT-06: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
§) October 1, 2021	97,261	100,334	103,410	106,489	111,820	117,149	122,475
A) October 1, 2022	100,665	103,846	107,029	110,216	115,734	121,249	126,762
W) October 1, 2022 – Wage adjustment	101,923	105,144	108,367	111,594	117,181	122,765	128,347
B) October 1, 2023	104,981	108,298	111,618	114,942	120,696	126,448	132,197
X) October 1, 2023 – Pay line adjustment	105,506	108,839	112,176	115,517	121,299	127,080	132,858

C) October 1, 2024	107,616	111,016	114,420	117,827	123,725	129,622	135,515
Z) October 1, 2024 – Wage adjustment	107,885	111,294	114,706	118,122	124,034	129,946	135,854
D) October 1, 2025	110,043	113,520	117,000	120,484	126,515	132,545	138,571

MT-07: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Y) October 1, 2021	105,906	109,321	112,732	116,140	121,328	126,517	131,708
A) October 1, 2022	109,613	113,147	116,678	120,205	125,574	130,945	136,318
W) October 1, 2022 – Wage adjustment	110,983	114,561	118,136	121,708	127,144	132,582	138,022
B) October 1, 2023	114,312	117,998	121,680	125,359	130,958	136,559	142,163
X) October 1, 2023 – Pay line adjustment	114,884	118,588	122,288	125,986	131,613	137,242	142,874
C) October 1, 2024	117,182	120,960	124,734	128,506	134,245	139,987	145,731
Z) October 1, 2024 – Wage adjustment	117,475	121,262	125,046	128,827	134,581	140,337	146,095
D) October 1, 2025	119,825	123,687	127,547	131,404	137,273	143,144	149,017

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

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

MT

Pay notes

1.

- a. Effective October 1, 2022, increase the scale of rates for employees being paid at the MT-01 by three decimal five per cent (3.5%) as reflected in scale of rates “A”. Employees on the scale of rates shall be paid at a rate of pay three decimal five per cent (3.5%) higher than their former rate of pay rounded to the nearest ten dollars (\$10).
- b. Effective October 1, 2022, increase the scale of rates for employees being paid at the MT-01 by one decimal twenty-five per cent (1.25%) as reflected in scale of rates “W”. Employees on the scale of rates shall be paid at a rate of pay one decimal twenty-five per cent (1.25%) higher than their former rate of pay rounded to the nearest ten dollars (\$10).
- c. Effective October 1, 2023, increase the scale of rates for employees being paid at the MT-01 by three decimal zero per cent (3.0%) as reflected in scale of rates “B”. Employees on the scale of rates shall be paid at a rate of pay zero decimal two per cent (0.2%) higher than their former rate of pay rounded to the nearest ten dollars (\$10).

- d. Effective October 1, 2023, increase the scale of rates for employees being paid at the MT-01 by zero decimal five per cent (0.5%) as reflected in scale of rates "X".
Employees on the scale of rates shall be paid at a rate of pay zero decimal five per cent (0.5%) higher than their former rate of pay rounded to the nearest ten dollars (\$10).
 - e. Effective October 1, 2024, increase the scale of rates for employees being paid at the MT-01 by two decimal zero per cent (2.0%) as reflected in scale of rates "C".
Employees on the scale of rates shall be paid at a rate of pay two decimal zero per cent (2.0%) higher than their former rate of pay rounded to the nearest ten dollars (\$10).
 - f. Effective October 1, 2024, increase the scale of rates for employees being paid at the MT-01 by zero decimal twenty-five per cent (0.25%) as reflected in scale of rates "Z".
Employees on the scale of rates shall be paid at a rate of pay zero decimal twenty-five per cent (0.25%) higher than their former rate of pay rounded to the nearest ten dollars (\$10).
 - g. Effective October 1, 2025, increase the scale of rates for employees being paid at the MT-01 by two decimal zero per cent (2.0%) as reflected in scale of rates "D".
Employees on the scale of rates shall be paid at a rate of pay two decimal zero per cent (2.0%) higher than their former rate of pay rounded to the nearest ten dollars (\$10).
2. Employees who have completed the requirement for a Master's degree in Meteorology (or equivalent degree and field as determined by the Employer), at a standard recognized by the Employer, will be paid not less than the salary shown at the fourth (4th) step in the MT-02 scale of rates.
 3. The pay increment period for all employees is twelve (12) months, except in the case of employees paid in the MT-01 scale of rates. An employee being paid in the MT-01 scale of rates is not eligible for a pay increment.
 4. Within one hundred and eighty (180) days of the signing of the collective agreement:
 - a. On the date of restructure, employees at MT-02 will automatically move to the next step nearest to but no less than their former rate of pay.
 - b. For employees who moved in the pay scale of the MT-02 on the date of restructure, the twelve (12) month pay increment period will be calculated starting on the date of restructure.

PC: Physical Sciences Group annual rates of pay (in dollars)**Table legend**

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

PC-01: annual rates of pay (in dollars)

Effective date	Range/Step 1*	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2021	38,180 to 62,662	65,317	68,016	70,711	73,414	76,115
A) October 1, 2022	39,516 to 64,855	67,603	70,397	73,186	75,983	78,779
X) October 1, 2022 – Wage adjustment	40,010 to 65,666	68,448	71,277	74,101	76,933	79,764
B) October 1, 2023	41,210 to 67,636	70,501	73,415	76,324	79,241	82,157
Y) October 1, 2023 – Pay line adjustment	41,416 to 67,974	70,854	73,782	76,706	79,637	82,568
C) October 1, 2024	42,244 to 69,333	72,271	75,258	78,240	81,230	84,219
Z) October 1, 2024 – Wage adjustment	42,350 to 69,506	72,452	75,446	78,436	81,433	84,430
D) October 1, 2025	43,197 to 70,896	73,901	76,955	80,005	83,062	86,119

* (with intermediate steps of \$10)

PC-02: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2021	74,580	77,537	80,481	83,440	86,387	89,411
A) October 1, 2022	77,190	80,251	83,298	86,360	89,411	92,540
X) October 1, 2022 – Wage adjustment	78,155	81,254	84,339	87,440	90,529	93,697
B) October 1, 2023	80,500	83,692	86,869	90,063	93,245	96,508
Y) October 1, 2023 – Pay line adjustment	80,903	84,110	87,303	90,513	93,711	96,991
C) October 1, 2024	82,521	85,792	89,049	92,323	95,585	98,931
Z) October 1, 2024 – Wage adjustment	82,727	86,006	89,272	92,554	95,824	99,178
D) October 1, 2025	84,382	87,726	91,057	94,405	97,740	101,162

PC-03: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2021	89,861	93,272	96,701	100,107	103,522	106,933
A) October 1, 2022	93,006	96,537	100,086	103,611	107,145	110,676
X) October 1, 2022 – Wage adjustment	94,169	97,744	101,337	104,906	108,484	112,059

B) October 1, 2023	96,994	100,676	104,377	108,053	111,739	115,421
Y) October 1, 2023 – Pay line adjustment	97,479	101,179	104,899	108,593	112,298	115,998
C) October 1, 2024	99,429	103,203	106,997	110,765	114,544	118,318
Z) October 1, 2024 – Wage adjustment	99,678	103,461	107,264	111,042	114,830	118,614
D) October 1, 2025	101,672	105,530	109,409	113,263	117,127	120,986

PC-04: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) October 1, 2021	104,116	107,756	111,401	115,045	118,684	122,328
A) October 1, 2022	107,760	111,527	115,300	119,072	122,838	126,609
X) October 1, 2022 – Wage adjustment	109,107	112,921	116,741	120,560	124,373	128,192
B) October 1, 2023	112,380	116,309	120,243	124,177	128,104	132,038
Y) October 1, 2023 – Pay line adjustment	112,942	116,891	120,844	124,798	128,745	132,698
C) October 1, 2024	115,201	119,229	123,261	127,294	131,320	135,352
Z) October 1, 2024 – Wage adjustment	115,489	119,527	123,569	127,612	131,648	135,690
D) October 1, 2025	117,799	121,918	126,040	130,164	134,281	138,404

PC-05: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
§) October 1, 2021	117,295	121,321	125,365	129,410	133,450
A) October 1, 2022	121,400	125,567	129,753	133,939	138,121
X) October 1, 2022 – Wage adjustment	122,918	127,137	131,375	135,613	139,848
B) October 1, 2023	126,606	130,951	135,316	139,681	144,043
Y) October 1, 2023 – Pay line adjustment	127,239	131,606	135,993	140,379	144,763
C) October 1, 2024	129,784	134,238	138,713	143,187	147,658
Z) October 1, 2024 – Wage adjustment	130,108	134,574	139,060	143,545	148,027
D) October 1, 2025	132,710	137,265	141,841	146,416	150,988

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

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

PC**Pay notes**

1. Except as provided in pay note 7, an employee being paid in that part of the PC-01 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid effective October 1, 2022, in the "A" scale of rates of pay, at a rate which is three decimal five per cent (3.5%) higher than the employee's former rate of pay, rounded to the nearest ten dollars (\$10).
2. Except as provided in pay note 7, an employee being paid in that part of the PC-01 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid effective October 1, 2022, in the "X" scale of rates of pay, at a rate which is one decimal twenty-five per cent (1.25%) higher than the employee's former rate of pay, rounded to the nearest ten dollars (\$10).
3. Except as provided in pay note 7, an employee being paid in that part of the PC-01 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid effective October 1, 2023, in the "B" scale of rates of pay, at a rate which is three decimal zero per cent (3.0%) higher than the employee's former rate of pay, rounded to the nearest ten dollars (\$10).
4. Except as provided in pay note 7, an employee being paid in that part of the PC-01 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid effective October 1, 2023, in the "Y" scale of rates of pay, at a rate which is zero decimal five per cent (0.5%) higher than the employee's former rate of pay, rounded to the nearest ten dollars (\$10).
5. Except as provided in pay note 7, an employee being paid in that part of the PC-01 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid effective October 1, 2024, in the "C" scale of rates of pay, at a rate which is two decimal zero per cent (2.0%) higher than the employee's former rate of pay, rounded to the nearest ten dollars (\$10).
6. Except as provided in pay note 7, an employee being paid in that part of the PC-01 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid effective October 1, 2024, in the "Z" scale of rates of pay, at a rate which is twenty-five per cent (0.25%) higher than the employee's former rate of pay, rounded to the nearest ten dollars (\$10).
7. Except as provided in pay note 7, an employee being paid in that part of the PC-01 scale of rates identified by ten-dollar (\$10) intermediate steps shall be paid effective October 1, 2025, in the "D" scale of rates of pay, at a rate which is two decimal zero per cent (2.0%) higher than the employee's former rate of pay, rounded to the nearest ten dollars (\$10).
8. An employee who was initially appointed to the part of the PC-01 scale of rates identified by ten-dollar (\$10) intermediate steps shall not have the employee's rate of pay adjusted as a result of an economic increase for a period of twelve (12) months from the date of the initial appointment, except that no employee shall be paid less than the minimum rate of pay. Twelve months from the employee's initial appointment, the employee's rate of pay shall be adjusted by any economic increase which occurred to the fixed incremental portion of the PC-1 scale of rates during that twelve (12) month period, provided that the maximum rate of pay in the ten-dollar (\$10) step portion of the PC-01 scale of rates is not exceeded.
9. Every employee being paid in that part of the PC-01 scale identified by ten-dollar (\$10) intermediate steps will have their performance reviewed by the Employer within two (2) years of their appointment with a view to ascertaining whether the employee should be paid at the first (1st) step in the fixed incremental part of the scale. On the basis of this review, the Employer will decide whether to certify that the employee should be paid at that point in time at the first (1st) step in that part of the scale. An employee who continues to be paid in that part of the scale identified by ten-dollar (\$10) intermediate steps after the second (2nd) anniversary of their appointment will have a performance review at least annually thereafter.

10. Except for those employees paid in that part of the PC-01 scale of rates identified by ten-dollar (\$10) intermediate steps, a pay increment shall be to the next rate in the scale of rates.
11. The pay increment date for a full-time or part-time employee appointed to a position in the bargaining unit on promotion, demotion or from outside the public service after the date of signing of this agreement, shall be the anniversary date of such appointment. The pay increment date for a full-time or part-time employee who was appointed to a position in the bargaining unit prior to the date of signing of this agreement remains unchanged.
12. For all employees paid in that part of the PC-01 scale of rates identified by ten-dollar (\$10) intermediate steps, the pay increment period is six (6) months, and a pay increment shall be three hundred dollars (\$300) or such higher amount that the Employer may determine, provided that the last rate in that part of the scale of rates identified by ten-dollar (\$10) intermediate steps is not exceeded.
13. An increase from that part of the PC-01 scale identified by ten-dollar (\$10) intermediate steps to the first (1st) step in the incremental part of the scale shall take place on the date on which the Employer certifies that the employee should be paid at that rate.
14. For the purposes of transfer and promotion, the lowest pay increment in that part of the scale identified by ten-dollar (\$10) intermediate steps is three hundred dollars (\$300).

SG: Scientific Regulation Group annual rates of pay (in dollars)**Table legend**

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

SG-SRE-01: annual rates of pay (in dollars)

Effective date	Range/Step 1
\$) October 1, 2021	32,863 to 66,191
A) October 1, 2022	34,013 to 68,508
X) October 1, 2022 – Wage adjustment	34,438 to 69,364
B) October 1, 2023	35,471 to 71,445
Y) October 1, 2023 – Pay line adjustment	35,648 to 71,802
C) October 1, 2024	36,361 to 73,238
Z) October 1, 2024 – Wage adjustment	36,452 to 73,421
D) October 1, 2025	37,181 to 74,889

SG-SRE-02: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) October 1, 2021	65,764	68,370	70,962	73,573	76,181	79,033
A) October 1, 2022	68,066	70,763	73,446	76,148	78,847	81,799
X) October 1, 2022 – Wage adjustment	68,917	71,648	74,364	77,100	79,833	82,821
B) October 1, 2023	70,985	73,797	76,595	79,413	82,228	85,306
Y) October 1, 2023 – Pay line adjustment	71,340	74,166	76,978	79,810	82,639	85,733
C) October 1, 2024	72,767	75,649	78,518	81,406	84,292	87,448
Z) October 1, 2024 – Wage adjustment	72,949	75,838	78,714	81,610	84,503	87,667
D) October 1, 2025	74,408	77,355	80,288	83,242	86,193	89,420

SG-SRE-03: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) October 1, 2021	71,577	74,593	77,625	80,637	83,640	86,677	89,708	93,221
A) October 1, 2022	74,082	77,204	80,342	83,459	86,567	89,711	92,848	96,484
X) October 1, 2022 – Wage adjustment	75,008	78,169	81,346	84,502	87,649	90,832	94,009	97,690
B) October 1, 2023	77,258	80,514	83,786	87,037	90,278	93,557	96,829	100,621
Y) October 1, 2023 – Pay line adjustment	77,644	80,917	84,205	87,472	90,729	94,025	97,313	101,124
C) October 1, 2024	79,197	82,535	85,889	89,221	92,544	95,906	99,259	103,146
Z) October 1, 2024 – Wage adjustment	79,395	82,741	86,104	89,444	92,775	96,146	99,507	103,404
D) October 1, 2025	80,983	84,396	87,826	91,233	94,631	98,069	101,497	105,472

SG-SRE-04: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) October 1, 2021	84,631	87,633	90,460	93,281	96,477	99,668	103,078
A) October 1, 2022	87,593	90,700	93,626	96,546	99,854	103,156	106,686
X) October 1, 2022 – Wage adjustment	88,688	91,834	94,796	97,753	101,102	104,445	108,020
B) October 1, 2023	91,349	94,589	97,640	100,686	104,135	107,578	111,261
Y) October 1, 2023 – Pay line adjustment	91,806	95,062	98,128	101,189	104,656	108,116	111,817
C) October 1, 2024	93,642	96,963	100,091	103,213	106,749	110,278	114,053
Z) October 1, 2024 – Wage adjustment	93,876	97,205	100,341	103,471	107,016	110,554	114,338
D) October 1, 2025	95,754	99,149	102,348	105,540	109,156	112,765	116,625

SG-SRE-05: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) October 1, 2021	93,435	96,612	99,784	102,940	106,113	109,291	112,829
A) October 1, 2022	96,705	99,993	103,276	106,543	109,827	113,116	116,778
X) October 1, 2022 – Wage adjustment	97,914	101,243	104,567	107,875	111,200	114,530	118,238
B) October 1, 2023	100,851	104,280	107,704	111,111	114,536	117,966	121,785
Y) October 1, 2023 – Pay line adjustment	101,355	104,801	108,243	111,667	115,109	118,556	122,394
C) October 1, 2024	103,382	106,897	110,408	113,900	117,411	120,927	124,842
Z) October 1, 2024 – Wage adjustment	103,640	107,164	110,684	114,185	117,705	121,229	125,154
D) October 1, 2025	105,713	109,307	112,898	116,469	120,059	123,654	127,657

SG-SRE-06: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) October 1, 2021	98,647	101,758	104,870	108,010	111,141	114,282	117,696
A) October 1, 2022	102,100	105,320	108,540	111,790	115,031	118,282	121,815
X) October 1, 2022 – Wage adjustment	103,376	106,637	109,897	113,187	116,469	119,761	123,338
B) October 1, 2023	106,477	109,836	113,194	116,583	119,963	123,354	127,038
Y) October 1, 2023– Pay line adjustment	107,009	110,385	113,760	117,166	120,563	123,971	127,673
C) October 1, 2024	109,149	112,593	116,035	119,509	122,974	126,450	130,226
Z) October 1, 2024 – Wage adjustment	109,422	112,874	116,325	119,808	123,281	126,766	130,552
D) October 1, 2025	111,610	115,131	118,652	122,204	125,747	129,301	133,163

SG-SRE-07: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) October 1, 2021	105,208	108,878	112,232	115,901	119,575	123,242	127,134
A) October 1, 2022	108,890	112,689	116,160	119,958	123,760	127,555	131,584

X) October 1, 2022 – Wage adjustment	110,251	114,098	117,612	121,457	125,307	129,149	133,229
B) October 1, 2023	113,559	117,521	121,140	125,101	129,066	133,023	137,226
Y) October 1, 2023 – Pay line adjustment	114,127	118,109	121,746	125,727	129,711	133,688	137,912
C) October 1, 2024	116,410	120,471	124,181	128,242	132,305	136,362	140,670
Z) October 1, 2024 – Wage adjustment	116,701	120,772	124,491	128,563	132,636	136,703	141,022
D) October 1, 2025	119,035	123,187	126,981	131,134	135,289	139,437	143,842

SG-SRE-08: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
§) October 1, 2021	110,390	114,267	118,144	122,022	125,896	129,780	134,124
A) October 1, 2022	114,254	118,266	122,279	126,293	130,302	134,322	138,818
X) October 1, 2022 – Wage adjustment	115,682	119,744	123,807	127,872	131,931	136,001	140,553
B) October 1, 2023	119,152	123,336	127,521	131,708	135,889	140,081	144,770
Y) October 1, 2023 – Pay line adjustment	119,748	123,953	128,159	132,367	136,568	140,781	145,494
C) October 1, 2024	122,143	126,432	130,722	135,014	139,299	143,597	148,404
Z) October 1, 2024 – Wage adjustment	122,448	126,748	131,049	135,352	139,647	143,956	148,775
D) October 1, 2025	124,897	129,283	133,670	138,059	142,440	146,835	151,751

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

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

SG-SRE

Pay notes

1.

- a. Effective October 1, 2022, increase the scale of rates for employees being paid at the SG-SRE-01 rates of pay by three decimal five per cent (3.5%) as reflected in scale of rates “A”. Employees on this scale of rates shall be paid at a rate of pay that is three decimal five per cent (3.5%) higher than their former rate of pay rounded to the nearest ten dollars (\$10).
- b. Effective October 1, 2022, increase the scale of rates for employees being paid at the SG-SRE-01 by one decimal twenty-five per cent (1.25%) as reflected in scale of rates “X”. Employees on the scale of rates shall be paid at a rate of pay one decimal

- twenty-five per cent (1.25%) higher than their former rate of pay rounded to the nearest ten dollars (\$10).
- c. Effective October 1, 2023, increase the scale of rates for employees being paid at the SG-SRE-01 by three decimal zero per cent (3.0%) as reflected in scale of rates "B". Employees on the scale of rates shall be paid at a rate of pay three decimal zero per cent (3.0%) higher than their former rate of pay rounded to the nearest ten dollars (\$10).
 - d. Effective October 1, 2023 increase the scale of rates for employees being paid at the SG-SRE-01 by zero decimal five per cent (0.5%) as reflected in scale of rates "Y". Employees on the scale of rates shall be paid at a rate of pay zero decimal five per cent (0.5%) higher than their former rate of pay rounded to the nearest ten dollars (\$10).
 - e. Effective October 1, 2024, increase the scale of rates for employees being paid at the SG-SRE-01 by two decimal zero per cent (2.0%) as reflected in scale of rates "C". Employees on the scale of rates shall be paid at a rate of pay two decimal zero per cent (2.0%) higher than their former rate of pay rounded to the nearest ten dollars (\$10).
 - f. Effective October 1, 2024, increase the scale of rates for employees being paid at the SG-SRE-01 by zero decimal twenty-five per cent (0.25%) as reflected in scale of rates "Z". Employees on the scale of rates shall be paid at a rate of pay zero decimal twenty-five per cent (0.25%) higher than their former rate of pay rounded to the nearest ten dollars (\$10).
 - g. Effective October 1, 2025, increase the scale of rates for employees being paid at the SG-SRE-01 by two decimal zero per cent (2.0%) as reflected in scale of rates "D". Employees on the scale of rates shall be paid at a rate of pay two decimal zero per cent (2.0%) higher than their former rate of pay rounded to the nearest ten dollars (\$10).
2. Except for SG-SRE-01, the pay increment period for all employees is twelve (12) months.
 3. The pay increment period for all employees in the SG-SRE-01 scale of rates is six (6) months and the minimum pay increment shall be three hundred dollars (\$300) or such higher amount that the Employer may determine, or such lesser amount that brings the employee's rate to the maximum of the pay range. For the purposes of transfer and promotion, the lowest pay increment is three hundred dollars (\$300).

SG: Patent Examination Group annual rates of pay (in dollars)**Table legend**

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

SG-PAT-01: annual rates of pay (in dollars)

Effective date	Range/Step 1
\$) October 1, 2021	38,681 to 71,225
A) October 1, 2022	40,035 to 73,718
X) October 1, 2022 – Wage adjustment	40,535 to 74,639
B) October 1, 2023	41,751 to 76,878
Y) October 1, 2023 – Pay line adjustment	41,960 to 77,262
C) October 1, 2024	42,799 to 78,807
Z) October 1, 2024 – Wage adjustment	42,906 to 79,004
D) October 1, 2025	43,764 to 80,584

SG-PAT-02: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4
\$) October 1, 2021	73,020	75,565	78,096	80,636
A) October 1, 2022	75,576	78,210	80,829	83,458
X) October 1, 2022 – Wage adjustment	76,521	79,188	81,839	84,501
B) October 1, 2023	78,817	81,564	84,294	87,036
Y) October 1, 2023 – Pay line adjustment	79,211	81,972	84,715	87,471
C) October 1, 2024	80,795	83,611	86,409	89,220
Z) October 1, 2024 – Wage adjustment	80,997	83,820	86,625	89,443
D) October 1, 2025	82,617	85,496	88,358	91,232

SG-PAT-03: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) October 1, 2021	77,200	80,156	83,101	86,060	89,000	91,961	94,918
A) October 1, 2022	79,902	82,961	86,010	89,072	92,115	95,180	98,240
X) October 1, 2022 – Wage adjustment	80,901	83,998	87,085	90,185	93,266	96,370	99,468
B) October 1, 2023	83,328	86,518	89,698	92,891	96,064	99,261	102,452
Y) October 1, 2023 – Pay line adjustment	83,745	86,951	90,146	93,355	96,544	99,757	102,964
C) October 1, 2024	85,420	88,690	91,949	95,222	98,475	101,752	105,023
Z) October 1, 2024 – Wage adjustment	85,634	88,912	92,179	95,460	98,721	102,006	105,286
D) October 1, 2025	87,347	90,690	94,023	97,369	100,695	104,046	107,392

SG-PAT-04: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
§) October 1, 2021	89,616	92,663	95,541	98,242	100,949	103,651	106,709	109,763
A) October 1, 2022	92,753	95,906	98,885	101,680	104,482	107,279	110,444	113,605
X) October 1, 2022 – Wage adjustment	93,912	97,105	100,121	102,951	105,788	108,620	111,825	115,025
B) October 1, 2023	96,729	100,018	103,125	106,040	108,962	111,879	115,180	118,476
Y) October 1, 2023 – Pay line adjustment	97,213	100,518	103,641	106,570	109,507	112,438	115,756	119,068
C) October 1, 2024	99,157	102,528	105,714	108,701	111,697	114,687	118,071	121,449
Z) October 1, 2024 – Wage adjustment	99,405	102,784	105,978	108,973	111,976	114,974	118,366	121,753
D) October 1, 2025	101,393	104,840	108,098	111,152	114,216	117,273	120,733	124,188

SG-PAT-05: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
§) October 1, 2021	100,024	103,056	106,097	109,134	112,160	115,174	118,214	121,256
A) October 1, 2022	103,525	106,663	109,810	112,954	116,086	119,205	122,351	125,500
X) October 1, 2022 – Wage adjustment	104,819	107,996	111,183	114,366	117,537	120,695	123,880	127,069
B) October 1, 2023	107,964	111,236	114,518	117,797	121,063	124,316	127,596	130,881
Y) October 1, 2023 – Pay line adjustment	108,504	111,792	115,091	118,386	121,668	124,938	128,234	131,535
C) October 1, 2024	110,674	114,028	117,393	120,754	124,101	127,437	130,799	134,166
Z) October 1, 2024 – Wage adjustment	110,951	114,313	117,686	121,056	124,411	127,756	131,126	134,501
D) October 1, 2025	113,170	116,599	120,040	123,477	126,899	130,311	133,749	137,191

SG-PAT-06: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
§) October 1, 2021	110,859	113,891	116,937	119,997	123,058	126,123	129,632	133,150
A) October 1, 2022	114,739	117,877	121,030	124,197	127,365	130,537	134,169	137,810
X) October 1, 2022 – Wage adjustment	116,173	119,350	122,543	125,749	128,957	132,169	135,846	139,533
B) October 1, 2023	119,658	122,931	126,219	129,521	132,826	136,134	139,921	143,719
Y) October 1, 2023 – Wage adjustment	120,256	123,546	126,850	130,169	133,490	136,815	140,621	144,438
C) October 1, 2024	122,661	126,017	129,387	132,772	136,160	139,551	143,433	147,327
Z) October 1, 2024 – Wage adjustment	122,968	126,332	129,710	133,104	136,500	139,900	143,792	147,695
D) October 1, 2025	125,427	128,859	132,304	135,766	139,230	142,698	146,668	150,649

SG-PAT-07: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
§) October 1, 2021	115,508	118,376	121,960	125,236	128,511
A) October 1, 2022	119,551	122,519	126,229	129,619	133,009

X) October 1, 2022 – Wage adjustment	121,045	124,050	127,807	131,239	134,672
B) October 1, 2023	124,676	127,772	131,641	135,176	138,712
Y) October 1, 2023 – Pay line adjustment	125,299	128,411	132,299	135,852	139,406
C) October 1, 2024	127,805	130,979	134,945	138,569	142,194
Z) October 1, 2024 – Wage adjustment	128,125	131,306	135,282	138,915	142,549
D) October 1, 2025	130,688	133,932	137,988	141,693	145,400

SG-PAT-07: annual rates of pay (in dollars) – continued

Effective date	Step 6	Step 7	Step 8	Step 9
\$) October 1, 2021	132,095	137,179	142,258	147,337
A) October 1, 2022	136,718	141,980	147,237	152,494
X) October 1, 2022 – Wage adjustment	138,427	143,755	149,077	154,400
B) October 1, 2023	142,580	148,068	153,549	159,032
Y) October 1, 2023 – Pay line adjustment	143,293	148,808	154,317	159,827
C) October 1, 2024	146,159	151,784	157,403	163,024
Z) October 1, 2024 – Wage adjustment	146,524	152,163	157,797	163,432
D) October 1, 2025	149,454	155,206	160,953	166,701

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

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

SG-PAT

Pay notes

1. An employee being paid in the SG-PAT-01 scale of rates shall be paid effective October 1, 2022, in the “A” scale of rates of pay at a rate that is three decimal five per cent (3.5%) higher than the employee’s former rate, rounded to the nearest ten dollars (\$10).
2. An employee being paid in the SG-PAT-01 scale of rates shall be paid effective October 1, 2022, in the “X” scale of rates of pay at a rate that is one decimal twenty-five per cent (1.25%) higher than the employee’s former rate, rounded to the nearest ten dollars (\$10).
3. An employee being paid in the SG-PAT-01 scale of rates shall be paid effective October 1, 2023, in the “B” scale of rates of pay at a rate that is three decimal zero per cent (3.0%) higher than the employee’s former rate, rounded to the nearest ten dollars (\$10).
4. An employee being paid in the SG-PAT-01 scale of rates shall be paid effective October 1, 2023, in the “Y” scale of rates of pay at a rate that is zero decimal five per cent (0.5%) higher than the employee’s former rate, rounded to the nearest ten dollars (\$10).
5. An employee being paid in the SG-PAT-01 scale of rates shall be paid effective October 1, 2024, in the “C” scale of rates of pay at a rate that is two decimal zero per cent (2.0%) higher than the employee’s former rate, rounded to the nearest ten dollars (\$10).

6. An employee being paid in the SG-PAT-01 scale of rates shall be paid effective October 1, 2024, in the “Z” scale of rates of pay at a rate that is zero decimal twenty-five per cent (0.25%) higher than the employee’s former rate, rounded to the nearest ten dollars (\$10).
7. An employee being paid in the SG-PAT-01 scale of rates shall be paid effective October 1, 2025, in the “D” scale of rates of pay at a rate that is two decimal zero per cent (2.0%) higher than the employee’s former rate, rounded to the nearest ten dollars (\$10).
8. Notwithstanding pay note 1, an employee being paid in the SG-PAT-01 scale of rates who was initially appointed to the public service bargaining unit in 2022 and was paid a rate established to recognize that the employee was without experience commensurate with level SG-PAT-01 shall not have the employee’s rate of pay adjusted by virtue of the October 1, 2022, scale of rates.
9. Except for SG-PAT-01, the pay increment period for all employees is twelve (12) months.
10. The pay increment period for all employees in the SG-PAT-01 scale of rates is six (6) months and the minimum pay increment shall be three hundred dollars (\$300) or such higher amount that the Employer may determine, or such lesser amount that brings the employee’s rate to the maximum of the pay range. For the purposes of transfer and promotion, the lowest pay increment is three hundred dollars (\$300).

Appendix “B”

Memorandum of Agreement Between the Treasury Board and the Professional Institute of the Public Service of Canada: Hours of Work

The Employer and the Professional Institute of the Public Service of Canada agree that for those employees to whom the provisions of clause 07 of Article 8 applies, the provisions of the collective agreement which specifies days shall be converted to hours. Where the collective agreement refers to a “day,” it shall be converted to seven decimal five (7.5) hours.

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

Article 2: interpretation and definitions

Clause (c): “daily rate of pay” shall not apply.

Articles 9 and 13: overtime, travelling time

Compensation shall only be applicable on a normal workday for hours in excess of the employee’s scheduled daily hours of work.

When an employee is required by the Employer to work overtime on the employee’s day of rest, compensation shall be granted as per paragraphs 9.01(b) and 9.01(c).

Article 12: designated paid holidays

A designated paid holiday shall account for seven decimal five (7.5) hours only.

Article 14: leave, general

Effective the date on which clause .06 of Article 8 applies or ceases to apply to an employee, the accrued vacation and sick leave credits shall be converted to days or hours, as applicable.

The memorandum of agreement shall be effective from the date of signing of the collective agreement to September 30, 2026.

Signed at Ottawa, this 14th day of the month of December 2023.

<p>The Treasury Board</p> <p>Marie-Chantal Girard Katia Morinville</p>	<p>The Professional Institute of the Public Service of Canada</p> <p>David Griffin Katherine Kenny</p>
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Appendix “C”

Patent examiners letter of understanding

In recognition of the fact that, in the past some patent examiners have been allowed leave to write the patent agent’s examination, it is agreed between the Professional Institute of the Public Service of Canada and the Patent Office, that the Patent Office will grant leave with pay to patent examiners to write the examination under the following conditions, expressly accepted by both sides:

1. This privilege will be granted to any one examiner, a maximum of twice (2) for each of the four (4) exams, in the employee’s career in the Patent Office.
2. The granting of the privilege will be at the discretion of the Patent Office, and subject to operational requirements of the Office.
3. The privilege will not extend to preparatory seminars nor to any fees connected with the examination or seminar.
4. The granting of this privilege shall not be construed in any way as indicating that passing the examination is a necessary or desirable qualification for patent examiners, nor a factor to be considered in staff appraisal or promotion.

Signed at Ottawa, this 14th day of the month of December 2023.

<p>The Treasury Board</p> <p>Marie-Chantal Girard Katia Morinville</p>	<p>The Professional Institute of the Public Service of Canada</p> <p>David Griffin Katherine Kenny</p>
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Appendix “D”

Memorandum of Agreement Between the Treasury Board and the Professional Institute of the Public Service of Canada (Hereinafter Called the Institute) in Respect to Scientific Integrity

The purpose of this MOA is to establish a framework for the joint development of Scientific Integrity policies and guidelines between PIPSC and the Treasury Board and PIPSC and the departments.

The parties to this agreement recognize that scientific integrity constitutes an integral part of the department’s and employee’s work. Ensuring and enhancing scientific integrity is vital to the decision-making process in the public administration and is the responsibility of all employees. It enables decision makers to draw upon high-quality, wide-ranging and robust scientific and social scientific evidence for informed decision-making. Scientific integrity involves the application of concepts of transparency, openness, high-quality work, avoidance of conflict of interest and ensuring high standards of impartiality and research ethics. In this context, the parties recognize the need to promote a culture of scientific integrity within government science and research.

The Government of Canada firmly believes that government science should be publicly available and is an important part of an evidence-based decision-making process.

The *Directive on the Management of Communications* stipulates that spokespersons and subject matter experts may speak publicly about their own area of expertise and research, while respecting the *Values and Ethics Code for the Public Sector*. Deputy heads have been asked to provide their ongoing attention to the implementation of the policy requirements within their departments that allow government scientists to speak publicly about their work. As part of the implementation, deputy heads should communicate directly with the employees of their department to ensure they are aware of the communications policy and how it applies to them.

The parties recognize the importance of balancing the requirements of scientific integrity and those of the *Values and Ethics Code for the Public Sector* as adopted April 2, 2012.

The principles and guidelines of scientific integrity include the release of scientific information and data to the public in a timely manner and in keeping with the Government of Canada’s *Directive on Open Government*; the attribution and acknowledgement of the contributions of Government of Canada science/scientists; where appropriate, acknowledgement in official publications or communications where a significant (meaningful) contribution to programs, policy or regulations has been made, including the names and roles of those who made significant contributions to the research.

Further, principles and guidelines on scientific integrity ensure that science is high quality, free from political, commercial, and client interference; ensure the education of employees of the department/agency on the role of science in evidence-based decision-making. The Government of Canada recognizes the importance of professional development and the employee’s role in the development of government policy or advice.

Implementation and governance

Departments that employ more than 10 RE or SP members shall be required to develop and maintain their own Scientific Integrity Policies and Procedures in consultation with PIPSC Representatives in their respective workplaces. Such policies shall address the principles/guidelines outlined above, including the right to speak publicly identified in the collective agreement. This shall be completed within eighteen (18) months of the signing of this MOA, or within eighteen (18) months after reaching the 10-member threshold. Departments, in consultation with PIPSC, will endeavour to create a common policy that can be used as a model by departments when developing their own Scientific Integrity Policies. This will be completed within the first six (6) months of the signing of this collective agreement.

Departments shall report annually at the National Union-Management Consultation Committee (NUMCC) on the progress toward implementing this MOA and departmental policies. In addition, the Governance Committee composed of the Secretary of the Treasury Board, the Chief Science Advisor, and the President of PIPSC will meet annually to take stock of progress and decide on course correction.

The Treasury Board

Marie-Chantal Girard
Katia Morinville

**The Professional Institute of the Public
Service of Canada**

David Griffin
Katherine Kenny

****Appendix “E”**

Memorandum of Understanding Between the Treasury Board (Hereinafter Called the Employer) and the Professional Institute of the Public Service of Canada (Hereinafter Called the Institute) in Respect of an Allowance for Certain Health Canada Employees in the Biological Science Group of the Applied Science and Patent Examination (SP) Bargaining Unit

1. The Employer will provide an allowance to employees of the Health Product and Food Branch (HPFB) of Health Canada, who are involved in the assessment of submissions for human therapeutic products and occupy:

- BI-04 or BI-05 positions;
or
- BI-05 positions in the HPFB currently supervising BI-04 employees in receipt of the allowance provided herein
and

who assess the safety and efficacy of Human Therapeutic Products (drugs and devices as defined in section 2 of the *Food and Drugs Act*) through a combination of in-depth scientific assessment of human clinical data, risk/benefit assessment, risk management and communication. The assessment would be undertaken in respect of any of the following:

- pre-market
- biologic manufacturing
- bioavailability
- post-market

2. The parties agree that BI employees who perform the duties of the specific positions identified above shall be eligible to receive a “Human Drugs Clinical Review Allowance” in the following amounts and subject to the following conditions:

**

- a. BI employees who perform the duties of the specific positions identified above shall be eligible to receive a Human Drugs Clinical Review Allowance in the following applicable annualized amount 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 for each position and level divided by two hundred and sixty decimal eighty-eight (260.88);

**

	Annual amount	Daily amount
BI-04	\$15,723	\$60.27
BI-05	\$17,970	\$68.88

- c. The Human Drugs Clinical Review Allowance specified above does not form part of an employee's salary except for the determination of the Supplementary Unemployment Benefit provided for in clauses 17.04, 17.05, 17.07 and 17.08.
 - d. The Human Drugs Clinical Review 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 memorandum of understanding.
 - e. Subject to (f) below, the amount of the Human Drugs Clinical Review Allowance payable is that amount specified in 2(b) for the level prescribed in the certificate of appointment of the employee's substantive position.
 - f. When a BI employee is required by the Employer to perform the duties of a higher classification level in accordance with clause 46.08, the Human Drugs Clinical Review Allowance payable shall be proportionate to the time at each level.
3. A part-time BI employee shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at the employee's hourly rate of pay pursuant to clause 40.03.
 4. An employee shall not be entitled to the Human Drugs Clinical Review Allowance for periods the employee is on leave without pay or under suspension.
 5. The parties agree that disputes arising from the application of the memorandum of understanding may be subject to consultation.
 6. This memorandum of understanding expires on September 30, 2026.

Signed at Ottawa, this 14th day of the month of December 2023.

The Treasury Board

Marie-Chantal Girard
Katia Morinville

**The Professional Institute of the Public
Service of Canada**

David Griffin
Katherine Kenny

****Appendix “F”**

Memorandum of Understanding: Red Circling

General

1. This memorandum of understanding sets out conditions of employment respecting pay upon reclassification for all employees whose bargaining agent is the Professional Institute of the Public Service of Canada.
2. This memorandum of understanding shall remain in effect until amended or cancelled by mutual consent of the parties.
3. This memorandum of understanding supersedes the *Directive on Terms and Conditions of Employment* where the directive is inconsistent with the memorandum of understanding.
4. Where the provisions of any collective agreement differ from those set out in the memorandum of understanding, the conditions set out in the memorandum of understanding shall prevail.
5. This memorandum of understanding will form part of all collective agreements to which the Professional Institute of the Public Service of Canada and Treasury Board are parties, with effect from December 13, 1981.

Part I

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

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

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

4. Employees subject to section 3, will be considered to have transferred (as defined in the *Directive on Terms and Conditions of Employment*) for the purpose of determining increment dates and rates of pay.

Part II

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

1. An employee whose position has been downgraded prior to the implementation of this memorandum and is being paid at a holding rate of pay on the effective date of an economic increase and continues to be paid at that rate on the date immediately prior to the effective date of a further economic increase, shall receive a lump sum payment equal to one hundred per cent (100%) of the economic increase for the employee's former group and level (or where a performance pay plan applied to the incumbent, the adjustment to the attainable maximum rate of pay) calculated on the employee's annual rate of pay.
2. An employee who is paid at a holding rate on the effective date of an economic increase, but who is removed from that holding rate prior to the effective date of a further economic increase by an amount less than they would have received by the application of paragraph 1 of Part II, shall receive a lump sum payment equal to the difference between the amount equal to the difference between the amount calculated by the application of paragraph 1 of Part II and any increase in pay resulting from the employee's removal from the holding rate.

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

****Appendix “G”**

Workforce adjustment

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- ****Annex “A”**: statement of pension principles
- **Annex “B”**
- ****Annex C**: role of PSC in administering surplus and layoff priority entitlements

General

Application

**

This appendix applies to all indeterminate employees.

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

Collective agreement

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

Objectives

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

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

Definitions

accelerated layoff (mise en disponibilité accélérée)

occurs when a surplus employee makes a request to the deputy head, in writing, to be laid off at an earlier date than that originally scheduled, and the deputy head concurs. Layoff entitlements begin on the actual date of layoff.

affected employee (personne salariée touchée)

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

alternation (échange de postes)

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occurs when an opting employee (not a surplus employee) or a surplus employee having chosen option 6.4.1(a) who wishes to remain in the core public administration exchanges positions with

a non-affected employee (the alternate) willing to leave the core public administration with a Transition Support Measure (TSM) or with an education allowance.

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

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

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

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

core public administration (administration publique centrale)

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

deputy head (administratrice générale ou administrateur général)

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

education allowance (indemnité d'étude)

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is one (1) of the options provided to an indeterminate employee affected by workforce adjustment for whom the deputy head cannot guarantee a reasonable job offer. The education allowance is a lump sum payment, equivalent to the TSM (see Annex B), plus a reimbursement of tuition from a recognized learning institution, and of book and relevant equipment costs, up to a maximum of seventeen thousand dollars (\$17,000).

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

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

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

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

laid off person (personne mise en disponibilité)

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

layoff notice (avis de mise en disponibilité)

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

layoff priority (priorité de mise en disponibilité)

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

opting employee (personne salariée optante)

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

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organization (organisation)

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

pay (rémunération)

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

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

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

reasonable job offer (offre d'emploi raisonnable)

is an offer of indeterminate employment within the core public administration, normally at an equivalent level but could include lower levels. Surplus employees must be both trainable and mobile. Where practicable, the search for a reasonable job offer will be conducted as follows: 1) within the employee's headquarters as defined in the *Travel Directive*; 2) within forty kilometres (40 km) of the employee's place of work or of the employee's residence, whichever will ensure continued employment; and 3) beyond forty kilometres (40 km). In Alternative Delivery situations, a reasonable offer is one that meets the criteria set out in type 1 and 2 of Part VII of this appendix. A reasonable job offer is also an offer from a FAA Schedule V employer, providing that:

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

reinstatement priority (priorité de réintégration)

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

relocation (réinstallation)

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

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

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

retraining (recyclage)

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

surplus employee (personne salariée excédentaire)

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

surplus priority (priorité de personne salariée excédentaire)

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

surplus status (statut de personne salariée excédentaire)

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

Transition Support Measure (mesure de soutien à la transition)

is one (1) of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer. The TSM is a lump sum payment based on the employee's years of service in the public service, as per Annex B.

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

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

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work unit (unité de travail)

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

workforce adjustment (réaménagement des effectifs)

is a situation that occurs when a deputy head decides that the services of one (1) or more indeterminate employees will no longer be required beyond a specified date because of a lack of work, the discontinuance of a function, a relocation of a work unit in which the employee does not wish to relocate or an alternative delivery initiative.

Authorities

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

Monitoring

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

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

References

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

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

Enquiries

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

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

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

Part I: roles and responsibilities

1.1 Departments or organizations

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

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

1.1.3 Departments and organizations shall:

- a. establish joint workforce adjustment committees, where appropriate, to advise and consult on the workforce adjustment situations within the department or organization, and
- b. notify PIPSC of the responsible officers who will administer this appendix.

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

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

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

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

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

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

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

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

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

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

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

1.1.12 Departments or organizations shall advise the President of PIPSC and consult with PIPSC representatives as completely as possible regarding any workforce adjustment situation as soon as possible after the decision has been made and throughout the process. When the affected employees are identified, the departments or organizations will forward the name, work location, phone number, email address and mailing address of affected employees as per the departmental or organizational employee database of those employees to the President of PIPSC.

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

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

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

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

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

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

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

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

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

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

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

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

1.1.24 Where a surplus employee is appointed by another department or organization to a term position, the home department or organization is responsible for the costs above for one year from the date of such appointment, unless the home and appointing departments or organizations agree to a longer period, after which the appointing department or organization becomes the new home department or organization consistent with PSC authorities.

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

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

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

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

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

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1.1.30 Departments or organizations, acting as appointing departments or organizations, shall cooperate with the PSC and other departments or organizations in accepting, to the extent

possible, affected employees, surplus employees and laid-off persons, from other departments or organizations for appointment or retraining.

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

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

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

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

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

- n. repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;
- o. advising the individual that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity;
- p. advising individuals of the right to be represented by the Institute in the application of this appendix;

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and

- q. the Employee Assistance Program.

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

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

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

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

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

1.2 The Treasury Board Secretariat (TBS)

1.2.1 It is the responsibility of the TBS to:

- a. investigate and seek to resolve situations referred by the PSC or other parties,
and
- b. consider departmental or organizational requests for retraining resources,
and
- c. ensure that departments or organizations are provided to the extent possible with information on occupations for which there are skill shortages.

1.3 The Public Service Commission (PSC)

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

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

- c. ensure that priority persons are provided with information on their priority entitlements.

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

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

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

1.4 Employees

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

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

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

1.4.3 Opting employees are responsible for:

- a. considering the options of Part VI of this appendix;
- b. communicating their choice of options, in writing, to their manager no later than one hundred and twenty (120) days after being declared opting;
and
- c. submitting an alternation request to management before the close of the one hundred and twenty (120) day period, if arranging an alternation with an unaffected employee.

Part II: official notification

2.1 Department or organization

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

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

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

Part III: relocation of a work unit

3.1 General

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

3.1.2 Following written notification, employees must indicate, within a period of six (6) months, their intention to move. If the employee's intention is not to move with the relocated position, the deputy head, after having considered relevant factors, can either provide the employee with a guarantee of a reasonable job offer or access to the options set out in section 6.3 of this appendix.

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

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

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

Part IV: retraining

4.1 General

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

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

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

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

4.2 Surplus employees

4.2.1 A surplus employee is eligible for retraining providing:

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

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

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

4.2.4 While on retraining, a surplus employee continues to be employed by the home department or organization and is entitled to be paid in accordance with their current appointment, unless the appointing department or organization is willing to appoint the employee indeterminately,

conditional on successful completion of retraining, in which case the retraining plan shall be included in the letter of offer.

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

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

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

4.3 Laid-off persons

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

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

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and

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

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

Part V: salary protection

5.1 Lower-level position

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

of such provisions, the appropriate provisions of the *Directive on Terms and Conditions of Employment*.

5.1.2 Employees whose salary is protected pursuant to section 5.1.1 will continue to benefit from salary protection until such time as they are appointed or deployed into a position with a maximum rate of pay that is equal to or higher than the maximum rate of pay of the position from which they were declared surplus or laid off.

Part VI: options for employees

6.1 General

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

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

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

6.1.3 The opting employee must choose, in writing, one (1) of the three (3) options of section 6.4 of this appendix within the one hundred and twenty (120) day window. The employee cannot change options once having made a written choice. The department shall send a copy of the employee's choice to the President of PIPSC.

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

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

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

6.2 Voluntary departure program

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

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

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

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

6.3 Alternation

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

**

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

6.3.3

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

**

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

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

**

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

6.3.7 An alternation should normally occur between employees at the same group and level. When the two (2) positions are not the same group and level, alternation can still occur when the positions can be considered equivalent. They are considered equivalent when the maximum rate of pay for the higher-paid position is no more than six per cent (6%) higher than the maximum rate of pay for the lower paid position.

6.3.8 An alternation must occur on a given date, that is, two (2) employees directly exchange positions on the same day. There is no provision in alternation for a “domino” effect or for “future considerations.”

For clarity, the alternation of positions shall take place on a given date after approval but may take place after the opting 120-day period, such as when the processing of the approved alternation is delayed due to administrative requirements.

**

6.3.9 If an alternation is denied, a meeting to discuss the rationale for the decision will be held at the employee’s request. The Institute representative may attend the meeting.

6.4 Options

6.4.1 Only opting employees who are not in receipt of the guarantee of a reasonable job offer from the deputy head will have access to the choice of options below:

- a.
 - i. Twelve (12) month surplus priority period in which to secure a reasonable job offer: Should a reasonable job offer not be made within a period of twelve (12) months, the employee will be laid off in accordance with the PSEA. Employees who choose or are deemed to have chosen this option are surplus employees.
 - ii. At the request of the employee, this twelve (12) month surplus priority period shall be extended by the unused portion of the one hundred and twenty (120) day opting period referred to in 6.1.2 which remains once the employee has selected in writing option 6.4.1(a).
 - iii. When a surplus employee who has chosen, or who is deemed to have chosen, option 6.4.1(a) offers to resign before the end of the twelve (12) month surplus priority period, the deputy head may authorize a lump-sum payment equal to the surplus employee’s pay for the substantive position for the balance of the surplus period, up to a maximum of six (6) months. The amount of the lump sum payment for the pay in lieu cannot exceed the maximum of that which they would have received had they chosen option 6.4.1(b), the TSM.
 - iv. Departments or organizations will make every reasonable effort to market a surplus employee during the employee’s surplus period within the employee’s preferred area of mobility.

or
- b. TSM is a lump sum payment, based on the employee’s years of service in the public service (see Annex B) made to an opting employee. The TSM shall be paid in one (1)

or two (2) lump-sum amounts, at the employee's request over a maximum two (2) year period. Employees choosing this option must resign but will be considered to be laid off for purposes of severance pay.

or

**

- c. Education allowance is a TSM (see option 6.4.1(b) above) plus an amount of not more than seventeen thousand dollars (\$17,000) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and relevant equipment.

Employees choosing option 6.4.1(c) could either:

- i. resign from the core public administration but be considered to be laid off for severance pay purposes on the date of their departure. The TSM shall be paid in one (1) or two (2) lump-sum amounts, at the employee's request over a maximum two (2) year period;
- or
- ii. delay their departure date and go on leave without pay for a maximum period of two (2) years, while attending the learning institution. The TSM shall be paid in one (1) or two (2) lump-sum amounts, at the employee's request over a maximum two (2) year period. During this period, employees could continue to be public service benefit plan members and contribute both Employer and employee share to the benefits plans and the Public Service Superannuation Plan. At the end of the two (2) year leave without pay period, unless the employee has found alternate employment in the core public administration, the employee will be laid off in accordance with the PSEA.

6.4.2 Management will establish the departure date of opting employees who choose option 6.4.1(b) or option 6.4.1(c) above.

6.4.3 The TSM, pay in lieu of unfulfilled surplus period and the education allowance cannot be combined with any other payment under the workforce adjustment appendix.

6.4.4 In the cases of pay in lieu of unfulfilled surplus period, option 6.4.1(b) and 6.4.1(c)(i), the employee relinquishes any priority rights for reappointment upon acceptance of their resignation.

6.4.5 Employees choosing option 6.4.1(c)(ii) who have not provided their department or organization with a proof of registration from a learning institution twelve (12) months after starting their leave without pay period will be deemed to have resigned from the core public administration, and be considered to be laid off for purposes of severance pay.

**

6.4.6 All opting employees will be entitled to up to one thousand two hundred dollars (\$1,200) towards counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial, and job placement counselling services.

**

6.4.7 A person who has received pay in lieu of unfulfilled surplus period, a TSM or an education allowance and is reappointed to the public service shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such reappointment or hiring, to the end of the original period for which the TSM or education allowance was paid.

**

6.4.8 Notwithstanding section 6.4.7, an opting employee who has received an education allowance will not be required to reimburse tuition expenses, costs of books and relevant equipment, for which they cannot get a refund.

6.4.9 The deputy head shall ensure that pay in lieu of unfulfilled surplus period is only authorized where the employee's work can be discontinued on the resignation date and no additional costs will be incurred in having the work done in any other way during that period.

6.4.10 If a surplus employee who has chosen, or is deemed to have chosen, option 6.4.1(a) refuses a reasonable job offer at any time during the twelve (12) month surplus priority period, the employee is ineligible for pay in lieu of unfulfilled surplus period.

6.4.11 Approval of pay in lieu of unfulfilled surplus period is at the discretion of management but shall not be unreasonably denied.

6.5 Retention payment

6.5.1 There are three (3) situations in which an employee may be eligible to receive a retention payment. These are total facility closures, relocation of work units and alternative delivery initiatives.

6.5.2 All employees accepting retention payments must agree to leave the core public administration without priority rights.

6.5.3 An individual who has received a retention payment and, as applicable, is either reappointed to that portion of the core public administration specified from time to time in Schedules I and IV to the FAA or is hired by the new employer within the six (6) months immediately following the individual's resignation, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such reappointment or hiring, to the end of the original period for which the lump sum was paid.

6.5.4 The provisions of 6.5.5 shall apply in total facility closures where public service jobs are to cease, and:

- a. such jobs are in remote areas of the country,
or
- b. retraining and relocation costs are prohibitive,
or
- c. prospects of reasonable alternative local employment (whether within or outside the core public administration) are poor.

6.5.5 Subject to 6.5.4, the deputy head shall pay to each employee who is asked to remain until closure of the work unit and offers a resignation from the core public administration to take effect on that closure date, a sum equal to six (6) months' pay payable upon the day on which the departmental or organizational operation ceases, provided the employee has not separated prematurely.

6.5.6 The provisions of 6.5.7 shall apply in relocation of work units where core public administration work units:

- a. are being relocated,
and
- b. when the deputy head of the home department or organization decides that, in comparison to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of workplace relocation,
and
- c. where the employee has opted not to relocate with the function.

6.5.7 Subject to 6.5.6, the deputy head shall pay to each employee who is asked to remain until the relocation of the work unit and offers a resignation from the core public administration to take effect on the relocation date, a sum equal to six (6) months' pay payable upon the day on which the departmental or organizational operation relocates, provided the employee has not separated prematurely.

6.5.8 The provisions of 6.5.9 shall apply in alternative delivery initiatives:

- a. where the core public administration work units are affected by alternative delivery initiatives;
- b. when the deputy head of the home department or organization decides that, compared to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of the transfer to the new employer;
and
- c. where the employee has not received a job offer from the new employer or has received an offer and did not accept it.

6.5.9 Subject to 6.5.8, the deputy head shall pay to each employee who is asked to remain until the transfer date and who offers a resignation from the core public administration to take effect on the transfer date, a sum equal to six (6) months' pay payable upon the transfer date, provided the employee has not separated prematurely.

Part VII: special provisions regarding alternative delivery initiatives

Preamble

The administration of the provisions of this part will be guided by the following principles:

- a. fair and reasonable treatment of employees;
- b. value for money and affordability;
and

- c. maximization of employment opportunities for employees.

The parties recognize:

- the union's need to represent employees during the transition process;
- the Employer's need for greater flexibility in organizing the core public administration.

7.1 Definitions

For the purposes of this part, an **alternative delivery initiative** (diversification des modes d'exécution) is the transfer of any work, undertaking or business of the core public administration to any body or corporation that is a separate agency or that is outside the core public administration.

For the purposes of this part, a **reasonable job offer** (offre d'emploi raisonnable) is an offer of employment received from a new employer in the case of a type 1 or 2 transitional employment arrangement, as determined in accordance with section 7.2.2.

For the purposes of this part, a **termination of employment** (licenciement de la personne salariée) is the termination of employment referred to in paragraph 12(1)(f) of the FAA.

7.2 General

Departments or organizations will, as soon as possible after the decision is made to proceed with an alternative delivery initiative (ADI), and if possible, not less than one hundred and eighty (180) days prior to the date of transfer, provide notice to the President of PIPSC.

The notice to PIPSC will include: 1) the program being considered for ADI, 2) the reason for the ADI, and 3) the type of approach anticipated for the initiative.

**

A joint Workforce Adjustment-Alternative Delivery Initiative (WFA-ADI) committee will be created for ADI and will have equal representation from the department or organization and PIPSC. By mutual agreement, the committee may include other participants. The joint WFA-ADI committee will define the rules of conduct of the committee.

**

In cases of ADI, the parties will establish a joint WFA-ADI committee to conduct meaningful consultation on human resource issues related to the ADI in order to provide information to the employee which will assist them in deciding on whether or not to accept the job offer.

1. Commercialization

In cases of commercialization where tendering will be part of the process, the parties shall make every reasonable effort to come to an agreement on the criteria related to human resources issues (for example, terms and conditions of employment, pension and health care benefits, the take-up number of employees) to be used in the request for proposal (RFP) process. The parties will respect the contracting rules of the federal government.

2. Creation of a new agency

In cases of the creation of new agencies, the parties shall make every reasonable effort to agree on common recommendations related to human resources issues (for example, terms and conditions of employment, pension, and health care benefits) that should be available at the date of transfer.

3. Transfer to existing employers

In all other ADI initiatives where an Employer-employee relationship already exists, the parties will hold meaningful consultations to clarify the terms and conditions that will apply upon transfer.

In the cases of commercialization and creation of new agencies, consultation opportunities will be given to PIPSC; however, if after meaningful consultation agreements are not possible, the department may still proceed with the transfer.

7.2.1 The provisions of this part apply only in the case of alternative delivery initiatives and are in exception to other provisions of this appendix. Employees who are affected by alternative delivery initiatives and who receive job offers from the new employer shall be treated in accordance with the provisions of this part and, only where specifically indicated will other provisions of this appendix apply to them.

7.2.2 There are three (3) types of transitional employment arrangements resulting from alternative delivery initiatives:

a. Type 1 (full continuity)

Type 1 arrangements meet all of the following criteria:

- i. legislated successor rights apply. Specific conditions for successor rights applications will be determined by the labour legislation governing the new employer;
- ii. the *Directive on Terms and Conditions of Employment* the terms of the collective agreement referred to therein and/or the applicable compensation plan will continue to apply to unrepresented and excluded employees until modified by the new employer or by the FPSLREB pursuant to a successor rights application;
- iii. recognition of continuous employment in the core public administration, as defined in the *Directive on Terms and Conditions of Employment*, for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights;
- iv. pension arrangements according to the statement of pension principles set out in Annex A, or, in cases where the test of reasonableness set out in that statement is not met, payment of a lump sum to employees pursuant to section 7.7.3;
- v. transitional employment guarantee: a two (2) year minimum employment guarantee with the new employer;
- vi. coverage in each of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
- vii. short-term disability bridging: recognition of the employee's earned but unused sick leave credits up to the maximum of the new employer's LTDI waiting period.

b. Type 2 (substantial continuity)

Type 2 arrangements meet all of the following criteria:

- i. the average new hourly salary offered by the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty-five per cent (85%) or greater of the group's current federal hourly remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are the same;
- ii. the average annual salary of the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty-five per cent (85%) or greater of federal annual remuneration (= per cent or greater of federal annual remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are different;
- iii. pension arrangements according to the statement of pension principles as set out in Annex A, or in cases where the test of reasonableness set out in that Statement is not met, payment of a lump sum to employees pursuant to section 7.7.3;
- iv. transitional employment guarantee: employment tenure equivalent to that of the permanent workforce in receiving organizations or a two (2) year minimum employment guarantee;
- v. coverage in each area of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
- vi. short-term disability arrangement.

c. Type 3 (lesser continuity)

A type 3 arrangement is any alternative delivery initiative that does not meet the criteria applying in type 1 and 2 transitional employment arrangements.

7.2.3 For type 1 and 2 transitional employment arrangements, the offer of employment from the new employer will be deemed to constitute a reasonable job offer for purposes of this part.

7.2.4 For type 3 transitional employment arrangements, an offer of employment from the new employer will not be deemed to constitute a reasonable job offer for purposes of this part.

7.3 Responsibilities

7.3.1 Deputy heads will be responsible for deciding, after considering the criteria set out above, which of the types applies in the case of particular alternative delivery initiatives.

7.3.2 Employees directly affected by alternative delivery initiatives are responsible for seriously considering job offers made by new employers and advising the home department or organization of their decision within the allowed period.

7.4 Notice of alternative delivery initiatives

7.4.1 Where alternative delivery initiatives are being undertaken, departments or organizations shall provide written notice to all employees offered employment by the new employer, giving them the opportunity to choose whether they wish to accept the offer.

7.4.2 Following written notification, employees must indicate within a period of sixty (60) days their intention to accept the employment offer.

7.5 Job offers from new employers

7.5.1 Employees subject to this appendix (see “application”) and who do not accept the reasonable job offer from the new employer in the case of type 1 or 2 transitional employment arrangements will be given four (4) months’ notice of termination of employment and their employment will be terminated at the end of that period or on a mutually agreed upon date before the end of the four (4) month notice period except where the employee was unaware of the offer or incapable of indicating an acceptance of the offer.

7.5.2 The deputy head may extend the notice of termination period for operational reasons, but no such extended period may end later than the date of the transfer to the new employer.

7.5.3 Employees who do not accept a job offer from the new employer in the case of type 3 transitional employment arrangements may be declared opting or surplus by the deputy head in accordance with the provisions of the other parts of this appendix.

7.5.4 Employees who accept a job offer from the new employer in the case of any alternative delivery initiative will have their employment terminated on the date on which the transfer becomes effective, or on another date that may be designated by the home department or organization for operational reasons provided that this does not create a break in continuous service between the core public administration and the new employer.

7.6 Application of other provisions of the appendix

**

7.6.1 For greater certainty, the provisions of Part II, Official Notification, and section 6.4, Retention Payment, will apply in the case of an employee who refuses an offer of employment in the case of a type 1 or 2 transitional employment arrangement. A payment under section 6.5 may not be combined with a payment under the other section.

7.7 Lump-sum payments and salary top-up allowances

7.7.1 Employees who are subject to this appendix (see Application) and who accept the offer of employment from the new employer in the case of type 2 transitional employment arrangements will receive a sum equal to three (3) months’ pay, payable upon the day on which the departmental or organizational work or function is transferred to the new employer. The home department or organization will also pay these employees an eighteen (18) month salary top-up allowance equal to the difference between the remuneration applicable to their core public administration position and the salary applicable to their position with the new employer. This allowance will be paid as a lump sum, payable on the day on which the departmental work or function is transferred to the new employer.

7.7.2 In the case of individuals who accept an offer of employment from the new employer in the case of a type 2 arrangement whose new hourly or annual salary falls below eighty per cent (80%) of their former federal hourly or annual remuneration, departments or organizations will pay an additional six (6) months of salary top-up allowance for a total of twenty-four

(24) months under this section and section 7.7.1. The salary top-up allowance equal to the difference between the remuneration applicable to their core public administration and the salary applicable to their position with the new employer will be paid as a lump sum payable on the day on which the departmental or organizational work or function is transferred to the new employer.

7.7.3 Employees who accept the reasonable job offer from the successor employer in the case of a type 1 or 2 transitional employment arrangement where the test of reasonableness referred to in the statement of pension principles set out in Annex A is not met, that is, where the actuarial value (cost) of the new employer's pension arrangements are less than six decimal five per cent (6.5%) of pensionable payroll (excluding the Employer's costs related to the administration of the plan) will receive a sum equal to three (3) months' pay, payable on the day on which the departmental or organizational work or function is transferred to the new employer.

7.7.4 Employees who accept an offer of employment from the new employer in the case of type 3 transitional employment arrangements will receive a sum equal to six (6) months' pay payable on the day on which the departmental or organizational work or function is transferred to the new employer. The home department or organization will also pay these employees a twelve (12) month salary top-up allowance equal to the difference between the remuneration applicable to their core public administration position and the salary applicable to their position with the new employer. The allowance will be paid as a lump sum, payable on the day on which the departmental or organizational work or function is transferred to the new employer. The total of the lump-sum payment and the salary top-up allowance provided under this section will not exceed an amount equal to one year's pay.

7.7.5 For the purposes of 7.7.1, 7.7.2 and 7.7.4, the term remuneration includes and is limited to salary plus equal pay adjustments, if any, and supervisory differential, if any.

7.8 Reimbursement

7.8.1 An individual who receives a lump-sum payment and salary top-up allowance pursuant to subsection 7.7.1, 7.7.2, 7.7.3 or 7.7.4 and who is reappointed to that portion of the core public administration specified from time to time in Schedules I and IV to the FAA at any point during the period covered by the total of the lump-sum payment and salary top-up allowance, if any, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of reappointment to the end of the original period covered by the total of the lump-sum payment and salary top-up allowance, if any.

7.8.2 An individual who receives a lump-sum payment pursuant to subsection 7.6.1 and, as applicable, is either reappointed to that portion of the core public administration specified from time to time in Schedules I and IV to the FAA or hired by the new employer, to which the employee's work was transferred, at any point covered by the lump-sum payment, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of the reappointment or hiring to the end of the original period covered by the lump-sum payment.

7.9 Vacation leave credits and severance pay

7.9.1 Notwithstanding the provisions of this collective agreement concerning vacation leave, an employee who accepts a job offer pursuant to this part may choose not to be paid for earned but unused vacation leave credits, provided that the new employer will accept these credits.

7.9.2 Notwithstanding the provisions of this collective agreement concerning severance pay, an employee who accepts a reasonable job offer pursuant to this part will not be paid severance pay where successor rights apply and/or, in the case of a type 2 transitional employment arrangement, when the new employer recognizes the employee's years of continuous employment in the core public administration for severance pay purposes and provides severance pay entitlements similar to the employee's severance pay entitlements at the time of the transfer.

However, an employee who has a severance termination benefit entitlement under the terms of paragraph 19.06(b) or (c) of Appendix H shall be paid this entitlement at the time of transfer.

7.9.3 Where:

- a. the conditions set out in 7.9.2 are not met,
- b. the severance provisions of this collective agreement are extracted from this collective agreement prior to the date of transfer to another non-federal public sector employer,
- c. the employment of an employee is terminated pursuant to the terms of section 7.5.1,
or
- d. the employment of an employee who accepts a job offer from the new employer in a type 3 transitional employment arrangement is terminated on the transfer of the function to the new employer,

the employee shall be deemed, for purposes of severance pay, to be involuntarily laid off on the day on which employment in the core public administration terminates.

Annex A: statement of pension principles

1. The new employer will have in place, or His Majesty in right of Canada will require the new employer to put in place, reasonable pension arrangements for transferring employees. The test of reasonableness will be that the actuarial value (cost) of the new employer pension arrangements will be at least six decimal five per cent (6.5%) of pensionable payroll, which in the case of defined-benefit pension plans will be as determined by the Assessment Methodology developed by Towers Perrin for the Treasury Board, dated October 7, 1997. This Assessment Methodology will apply for the duration of this collective agreement. Where there is no reasonable pension arrangement in place on the transfer date or no written undertaking by the new employer to put such reasonable pension arrangement in place effective on the transfer date, subject to the approval of Parliament and a written undertaking by the new employer to pay the Employer costs, *Public Service Superannuation Act (PSSA)* coverage could be provided during a transitional period of up to a year.
2. Benefits in respect of service accrued to the point of transfer are to be fully protected.
3. His Majesty in right of Canada will seek portability arrangements between the Public Service Superannuation Plan and the pension plan of the new employer where a portability arrangement does not yet exist. Furthermore, His Majesty in right of Canada will seek authority to permit employees the option of counting their service with the new employer for vesting and benefit thresholds under the PSSA.

Annex B: Transition Support Measure

Years of service in the public service	Transition Support Measure (TSM) (payment in weeks' pay)
0	10
1	22
2	24
3	26
4	28
5	30
6	32
7	34
8	36
9	38
10	40
11	42
12	44
13	46
14	48
15	50
16	52
17	52
18	52
19	52
20	52
21	52
22	52
23	52
24	52
25	52
26	52
27	52
28	52
29	52
30	49
31	46
32	43
33	40
34	37
35	34
36	31
37	28
38	25
39	22
40	19
41	16
42	13
43	10

Years of service in the public service	Transition Support Measure (TSM) (payment in weeks' pay)
44	07
45	04

For indeterminate seasonal and part-time employees, the TSM will be pro-rated in the same manner as severance pay under the terms of this collective agreement.

Severance pay provisions of this collective agreement are in addition to the TSM.

****Annex C: role of PSC in administering surplus and layoff priority entitlements**

1. The PSC will refer surplus employees and laid-off persons to positions, in all departments, organizations and agencies governed by the PSEA, for which they are potentially qualified for the essential qualifications, unless the individuals have advised the PSC and their home departments or organizations in writing that they are not available for appointment. The PSC will further ensure that entitlements are respected and that priority persons are fairly and properly assessed.
2. The PSC, acting in accordance with the *Privacy Act*, will provide TBS with information related to the administration of priority entitlements which may reflect on departments' or organizations' and agencies' level of compliance with this appendix.
3. The PSC will provide surplus employees and laid-off persons with information on their priority entitlements.
4. The PSC will, in accordance with the *Privacy Act*, provide information to the Institute on the numbers and status of their members who are in the Priority Information Management System and, on a service-wide basis, through reports to the National Joint Council's Workforce Adjustment Committee.
5. The PSC will ensure that a reinstatement priority is given to all employees who are appointed to a position at a lower level.
6. The PSC will, in accordance with the *Privacy Act*, provide information to the Employer, departments or organizations and/or the Institute on referrals of surplus employees and laid-off persons in order to ensure that the priority entitlements are respected.

Public Service Commission: *Guide on Priority Entitlements*. <https://www.canada.ca/en/public-service-commission/services/information-priority-administration/public-service-commission-guide-priority-administration.html>

Appendix “H”

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 Institute for the elimination of severance pay for voluntary separations (resignation and retirement) on July 31, 2013. These historical provisions are being reproduced to reflect the agreed language in cases of deferred payment.

Article 19

Severance pay

Effective July 31, 2013, paragraphs 19.01(b) and (c) are deleted from the collective agreement.

19.01 Under the following circumstances and subject to clause 19.02 an employee shall receive severance benefits calculated on the basis of the employee’s weekly rate of pay:

Layoff

- a.
 - i. On the first (1st) layoff, for the first (1st) complete year of continuous employment, two (2) weeks’ pay, or three (3) weeks’ pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks’ pay for employees with twenty (20) or more years of continuous employment, plus one (1) week’s pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week’s pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
 - ii. On second (2nd) or subsequent layoff, one (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 19.01(a)(i) above.

Resignation

- b. On resignation, subject to paragraph 19.01(c) and with ten (10) or more years of continuous employment, one half (1/2) week’s pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one half (1/2) week’s pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks’ pay.

Retirement

- c. On retirement, when an employee is entitled to an immediate annuity or to an immediate

annual allowance under the *Public Service Superannuation Act*, a severance payment in respect of the employee's complete period of continuous employment, comprising 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.

Death

- d. 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, comprising 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.

Termination for cause for reasons of incapacity or incompetence

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

19.02 The period of continuous employment used in the calculation of severance benefits payable to an employee under this article shall be reduced by any period of continuous employment in respect of which the employee was already granted severance pay, retiring leave or a gratuity payment in lieu of retiring leave. Under no circumstances shall the maximum severance pay provided under this article be pyramided.

For greater certainty, payments made pursuant to 19.05 to 19.08 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of clause 19.02.

19.03 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification of the employee's substantive position on the date of the termination of employment.

19.04 Appointment to a separate agency

An employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* shall be paid all severance payments resulting from the

application of 19.01(b) (prior to July 31, 2013) or 19.05 to 19.08 (commencing on July 31, 2013).

19.05 Severance termination

- a. Subject to 19.02 above, indeterminate employees on July 31, 2013, shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.
- b. Subject to 19.02 above, term employees on July 31, 2013, shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

Terms of payment

19.06 Options

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

- a. as a single payment at the rate of pay of the employee's substantive position as of July 31, 2013,
or
- b. as a single payment at the time of the employee's termination of employment from the core public administration, based on the rate of pay of the employee's substantive position at the date of termination of employment from the core public administration,
or
- c. as a combination of (a) and (b), pursuant to 19.07(c).

19.07 Selection of option

- a. The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.
- b. The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
- c. The employee who opts for the option described in paragraph 19.06(c) must specify the number of complete weeks to be paid out pursuant to 19.06(a) and the remainder shall be paid out pursuant to 19.06(b).
- d. An employee who does not make a selection under 19.07(b) will be deemed to have chosen option 19.06(b).

19.08 Appointment from a different bargaining unit

This clause applies in a situation where an employee is appointed into a position in the SP bargaining unit from a position outside the SP bargaining unit where, at the date of appointment, provisions similar to those in paragraphs 19.01(b) and (c) are still in force, unless the appointment is only on an acting basis.

- a. Subject to 19.02 above, on the date an indeterminate employee becomes subject to this agreement after July 31, 2013, he or she shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- b. Subject to 19.02 above, on the date a term employee becomes subject to this agreement after July 31, 2013, he or she shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- c. An employee entitled to severance termination benefits under paragraph (a) or (b) shall have the same choice of options outlined in clause 19.06, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.
- d. An employee who does not make a selection under 19.08(c) will be deemed to have chosen option 19.06(b).

****Appendix “I”**

Memorandum of Understanding Between the Treasury Board and the Professional Institute of the Public Service of Canada With Respect to Consultation on Informal Conflict Management

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

The parties recognize the importance of an inclusive informal conflict resolution experience where employees feel supported, heard and respected.

To support the identification of specific informal conflict management needs in departments or organizations, the Employer commits to consulting the Institute on existing informal conflict management (ICM) services currently available to employees of the core public administration (CPA).

In addition, to identify opportunities to improve upon ICM services in the CPA, the Employer will consult the Institute regarding considerations related to Employment Equity, Diversity, Inclusion (EEDI) including those related to Indigenous peoples (First Nations, Inuit, and Métis).

The Employer will begin consultation within ninety (90) days of the signing of the collective agreement. The Employer will endeavour to finalize its review and present its findings to the Institute within one (1) year. This timeline may be extended by mutual agreement.

This memorandum of understanding expires on September 30, 2026.

****Appendix “J”****Memorandum of Understanding (MOU) Between the Treasury Board and the Professional Institute of the Public Service of Canada With Respect to Pregnancy/Maternity and Parental Leave**

This memorandum of understanding (MOU) is to give effect to the agreement reached between the Treasury Board (the Employer) and the Professional Institute of the Public Service of Canada (the Institute) regarding the review of language under the pregnancy/maternity leave without pay and parental leave without pay articles in the CP, IT, NR, RE, SH and SP collective agreements.

The parties commit to establishing a Joint Committee to review provisions including pregnancy/maternity leave without pay, parental leave without pay, pregnancy/maternity allowance, parental allowance and special parental allowance for totally disabled employees to:

- identify opportunities to simplify the language. The parties agree that the opportunities identified will not result in changes in application, scope or value;
- compare the interactions between the collective agreements and the Employment Insurance Program and Québec Parental Insurance Plan.

The Joint Committee will be comprised of an equal number of representatives from the Employer and the Institute. The Joint Committee will meet within ninety (90) days of the signing of the collective agreement and will endeavour to finalize the review and present the work of the Joint Committee to their principals within one (1) year from the signing of this collective agreement. This timeline may be extended by mutual agreement.

Given the parties' shared commitment to these ongoing efforts, they may, by mutual consent, avail themselves of Article 47 should a revision be necessary.

This MOU expires on September 30, 2026.

****Appendix “K”**

Memorandum of Understanding Between the Treasury Board and the Professional Institute of the Public Service of Canada in Respect to Leave for Union Business – Cost Recovery

This memorandum of understanding (MoU) is to give effect to an agreement reached between the Treasury Board (the Employer) and the Professional Institute of the Public Service of Canada (the Institute) to implement a system of cost recovery for leave for union business.

The parties agree to this MoU as a direct result of current Phoenix pay system implementation concerns related to the administration of leave without pay for union business.

Leave granted to an employee under the following clauses of the collective agreement:

- 31.02, 31.10, 31.11, 31.13, 31.14(a)

will be with pay for a total cumulative maximum period of three (3) months per fiscal year.

It is agreed that leave with pay granted under the above-noted clauses for union business will be paid for by the Employer, pursuant to this MoU, effective upon its signature.

The Institute shall then reimburse the Employer for the total salary paid, including allowances if applicable, for each person-day, in addition to which shall also be paid to the Employer by the Institute an amount equal to six per cent (6%) of the total salary paid for each person-day, which sum represents the Employer’s contribution for the benefits the employee acquired at work during the period of approved leave with pay pursuant to this MoU.

Leave with pay in excess of the total cumulative maximum period of three (3) months per fiscal year may be granted under the above-noted clauses in reasonably limited circumstances. Where leave with pay is extended under such circumstances, the Institute shall reimburse the Employer for the total salary paid, including applicable allowances, for each person-day, plus an amount equal to thirteen decimal three per cent (13.3%) of the total salary paid for each person-day.

Under no circumstances will leave with pay under the above-noted clause be granted for any single consecutive period exceeding three (3) months; or for cumulative periods exceeding six (6) months in a twelve (12) month period.

This MoU does not alter the approval threshold for the leave. Should an employee be denied extended leave with pay exceeding three (3) cumulative months or a single consecutive three (3) month period within a fiscal year and the employee’s union leave is otherwise approved pursuant to the relevant clauses at Article 31, they shall take the leave as leave without pay.

On a bimonthly basis, and within one hundred and twenty (120) days of the end of the relevant period of leave, the hiring department/agency will invoice the Institute for the amount owed to them by virtue of this understanding. The amount of the gross salaries and the number of days of leave taken for each employee will be included in the statement.

The Institute agrees to reimburse the department/agency for the invoice within sixty (60) days of the date of the invoice.

This memorandum of understanding expires on September 30, 2026, or upon implementation of the Next Generation HR and Pay system, whichever comes first, unless otherwise agreed by the parties.

****Appendix “L”****Memorandum of Understanding Between the Treasury Board and the Professional Institute of the Public Service of Canada With Respect to the Implementation of the Collective Agreement**

Notwithstanding the provisions of clause 46.06 on the calculation of retroactive payments, this memorandum is to give effect to the understanding reached between the Employer and the Professional Institute of the Public Service of Canada regarding a modified approach to the calculation and administration of retroactive payments for the current round of negotiations.

- a. The effective dates for economic increases will be specified in the collective agreement. Other provisions of the collective agreement will be effective as follows:
 - i. All components of the agreement unrelated to pay administration will come into force on signature of this agreement unless otherwise expressly stipulated.
 - ii. Changes to existing and new compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one hundred and eighty (180) days after signature of this agreement, on the date at which prospective elements of compensation increases will be implemented under b)(i).
 - iii. 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 a)(ii).
- b. The collective agreement will be implemented over the following time frames:
 - i. The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one hundred and eighty (180) days after signature of this agreement where there is no need for manual intervention.
 - ii. Retroactive amounts payable to employees will be implemented within one hundred and eighty (180) days after signature of this agreement where there is no need for manual intervention.
 - iii. 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.
- c. Employee recourse
 - i. Employees in the bargaining unit for whom this agreement is not fully implemented within one hundred and eighty (180) days after signature of this agreement will be entitled to a lump sum of two hundred dollars (\$200) non-pensionable amount when the outstanding amount owed after one hundred and eighty-one (181) days is greater than five hundred dollars (\$500). This amount will be included in their final retroactive payment.

- ii. Employees will be provided a detailed breakdown of the retroactive payments received and may request that the compensation services of their department or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the Institute regarding the format of the detailed breakdown.
- iii. In such a circumstance, for employees in organizations serviced by the Public Service Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay. For employees in organizations not serviced by the Public Service Pay Centre, employees shall contact the compensation services of their department.

Appendix “M”

Memorandum of Agreement Between the Treasury Board and the Professional Institute of the Public Service of Canada With Respect to Certain Terms and Conditions of Employment for Deemed Royal Canadian Mounted Police Civilian Members

General

This memorandum is to give effect to the agreement reached between the Employer and the Professional Institute of the Public Service of Canada (the Institute) on certain terms and conditions of employment applicable to employees that were Royal Canadian Mounted Police (RCMP) Civilian Members on the day immediately preceding the date on which they were deemed to be persons appointed under the *Public Service Employment Act* as per the date published in the *Canada Gazette* (date of deeming).

The parties agree that the terms and conditions of employment applicable to RCMP civilian members will remain in effect until the earlier of the date of deeming or until a date mutually agreed to by the parties. The provisions of the collective agreement and this memorandum of agreement will apply to civilian members thereafter. For greater clarity, paragraphs 3(a). to (c). of the “Memorandum of Understanding between the Treasury Board and the Bargaining Agents with Respect to Implementation of the Collective Agreement” as agreed to by the Institute and Treasury Board do not apply to civilian members.

Upon written request of the Institute, the Employer agrees to incorporate into this agreement any civilian member transition measures, negotiated with any other bargaining agents between now and the date of deeming, that are more generous than those contained in this agreement.

Any amendments to this agreement shall require the written agreement of the Institute and the Employer.

Notwithstanding the applicability of the general provisions of this collective agreement, the following specific provisions also shall apply to deemed civilian members (thereafter former civilian members).

Eligibility

The transition measures contained in this agreement will continue for as long as the former civilian member remains within a bargaining unit represented by the Institute, either:

- a. within the RCMP;
- b. for those civilian members that will become Shared Services Canada (SSC) employees at the time of deeming, for as long as they remain within SSC or the RCMP.

Existing leave credits

The Employer agrees to accept any unused, earned leave banks of a former civilian member to which they were entitled to on the day immediately prior to the date of deeming (including

vacation leave credits, lieu time, operational response, and isolated post credits).

For greater clarity, existing leave banks will not be pro-rated to reflect the change from a forty (40) hour workweek to a thirty-seven decimal five (37.5) hour workweek.

Vacation leave

Accumulation of vacation leave credits

The Employer agrees to maintain the vacation leave credit accrual entitlement that is in effect on the day immediately prior to the date of deeming. The former civilian member will maintain their vacation leave entitlement until the next anniversary of service threshold, provided that the vacation leave credit accrual schedule contained in this collective agreement is equal to or greater than their corresponding leave entitlement.

For greater clarity, the vacation accrual rate post deeming will be pro-rated to reflect the change from a forty (40) hour workweek to a thirty-seven decimal five (37.5) hour workweek in accordance with the following table:

Conversion table

Vacation leave accrual rate prior to deeming [i.e., forty (40) hour workweek (CM)] (hourly credits per month)	Vacation leave accrual rate post deeming [i.e., thirty-seven decimal five (37.5) hour workweek (PSE)] (hourly credits per month)
10	9.375
13.33	12.5
16.66	15.625
20	18.75

Vacation leave adjustment

Former civilian members will be granted forty (40) hours of vacation leave credits and these credits will not be subject to the carry-over provisions of the applicable collective agreement.

Former civilian members are subject to all other provisions outlined in the vacation leave article of the relevant collective agreement.

Sick leave

Granting of sick leave credits

In recognition of the civilian members' transition from an unrestricted sick leave regime to a sick leave bank regime, upon the date of deeming, former civilian members shall be granted a bank of sick leave credits that is the greater of six decimal two five (6.25) hours for each completed calendar month of service or four hundred and eighty-seven decimal five (487.5) hours of sick leave credits.

Pay increment

The anniversary date for the purpose of pay increment will be the date on which the former civilian member received their last pay increment.

Relocation on retirement benefit

Upon the date of deeming, former civilian members who were relocated at the Crown's expense will be eligible for a retirement relocation. Claims for reimbursement of relocation expenses shall be paid in accordance with the Treasury Board Secretariat (TBS) approved *RCMP Relocation Policy* that is in effect at the time the former civilian member retires from the core public administration. The Employer also agrees to consult with the Institute about any contemplated changes to this policy.

Funeral and burial entitlements

Former civilian members shall remain eligible for funeral and burial entitlements in accordance with the RCMP's *Death Benefits, Funeral and Burial Entitlements Policy* that is in effect at the time the benefits are applied for. The Employer also agrees to consult with the Institute about any contemplated changes to this policy.

Upon their retirement, these entitlements will continue until their death.