

# Agreement between the Office of the Auditor General of Canada and the Public Service Alliance of Canada

Group: **Audit Services**

Expiry Date: **31 March 2006**

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# Agreement between the Office of the Auditor General of Canada and the Public Service Alliance of Canada

## Audit Services Group

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### PART I - GENERAL PROVISIONS

#### ARTICLE 1 PURPOSE AND SCOPE OF AGREEMENT

**1.01** The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the PSAC and the employees and to set forth herein certain terms and conditions of employment for all employees described in the certificate issued by the Public Service Staff Relations Board on 28 July 1999 covering employees in the Audit Services Group.

**1.02** The parties to this Agreement share a desire to improve the quality of the services of the Office of the Auditor General, 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 efficiently served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the Employer in which members of the bargaining unit are employed.

#### ARTICLE 2 INTERPRETATION AND DEFINITIONS

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

**"allowance"** means compensation payable for the performance of special or additional duties (indemnité),

**"alternate provision"** means a provision of this Agreement which may only have application to a particular bargaining unit or certain employees within a bargaining unit (disposition de dérogation),

**"bargaining unit"** means the employees described in the certificate issued by the Public Service Staff Relations Board on 28 July 1999 for the Audit Services Group (unité de négociation),

**"common-law partner"**: means a person living in a conjugal relationship with an employee for a continuous period of at least one year or a person with whom the employee has participated in a public commitment ceremony in accordance with clause 45.02 (conjoint de fait),

**"compensatory leave"** means leave with pay in lieu of cash payment for overtime, travelling time compensated at overtime rate, call-back and reporting pay. The duration of such leave will be equal to the time compensated or the minimum time entitlement multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on the day immediately prior to the day on which leave is taken (congé compensateur),

**"continuous employment"** has the same meaning as specified in the existing *Public Service Terms and Conditions of Employment Regulations* of the Employer 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 a full-time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his or her position other than by reason of the employee being on leave or absent from duty without permission (jour de repos),

**"double time"** means two (2) times the employee's hourly rate of pay (tarif double),

**"employee"** means a person so defined in the *Public Service Staff Relations Act* and who is a member of the Audit Services bargaining unit (employé-e),

**"Employer"** means *the Office of the Auditor General of Canada*, and includes any person authorized to exercise the authority of the Office of the Auditor General of Canada (Employeur),

**"excluded provision"** means a provision of this Agreement which may have no application at all to either a particular bargaining unit or to certain employees within a bargaining unit and for which there are no alternate provisions (disposition exclue),

**"holiday"** (jour férié), means:

(i) the twenty-four (24)-hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement,

(ii) however, for the purpose of administration of a shift that does not commence and end on the same day, such shift shall be deemed 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,

**"hourly rate of pay"** means a full-time employee's weekly rate of pay divided by thirty-seven and one-half (37 1/2) (taux de rémunération horaire),

**"lay-off"** means the termination of an employee's employment because of lack of work or because of the discontinuance of a function (mise en disponibilité),

"**leave**" means authorized absence from duty by an employee during his or her regular or normal hours of work (congé),

"**membership dues**" means the dues established pursuant to the constitution of the PSAC as the dues payable by its members as a consequence of their membership in the PSAC, and shall not include any initiation fee, insurance premium, or special levy (cotisations syndicales),

"**overtime**" (heures supplémentaires) means

(i) in the case of a full-time employee, authorized work in excess of the employee's scheduled hours of work,

or

(ii) in the case of a part-time employee, authorized work in excess of seven and one-half (7 1/2) hours per day or thirty-seven and one-half (37 1/2) hours per week, but does not include time worked on a holiday,

or

(iii) in the case of a part-time employee whose normal scheduled hours of work are in excess of seven and one-half (7 1/2) hours per day in accordance with the Variable Hours of Work provisions (clauses 25.24 to 25.27), authorized work in excess of those normal scheduled daily hours or an average of thirty-seven and one-half (37 1/2) hours per week,

"**PSAC**" means the Public Service Alliance of Canada (AFPC),

"**spouse**" will, when required, be interpreted to include "common-law partner" (conjoint),

"**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),

"**time and three-quarters**" means one and three-quarters (1 3/4) times the employee's hourly rate of pay (tarif et trois-quarts),

"**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 *Public Service Staff Relations Act*, have the same meaning as given to them in the *Public Service Staff Relations Act*,

and

(b) if defined in the *Interpretation Act*, but not defined in the *Public Service Staff Relations Act*, have the same meaning as given to them in the *Interpretation Act*.

**ARTICLE 3  
APPLICATION**

**3.01** The provisions of this Agreement apply to the PSAC, employees and the Employer.

**3.02** Both the English and French texts of this Agreement shall be official.

**ARTICLE 4  
STATE SECURITY**

**4.01** Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulations given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

**ARTICLE 5  
PRECEDENCE OF LEGISLATION  
AND THE COLLECTIVE AGREEMENT**

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

**ARTICLE 6  
MANAGERIAL RESPONSIBILITIES**

**6.01** Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities in the Office of the Auditor General of Canada.

**ARTICLE 7  
NATIONAL JOINT COUNCIL AGREEMENTS**

**7.01** Agreements concluded by the National Joint Council (NJC) of the Public Service on items which may be included in a collective agreement, and which the parties to this Agreement have endorsed after December 6, 1978 will form part of this Agreement, subject to the **Public Service Staff Relations Act (PSSRA)** and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act specified in Schedule II of the **PSSRA**.

**7.02** The NJC items which may be included in a collective agreement are those items which the parties to the NJC agreements have designated as such or upon which the Chairman of the Public Service Staff Relations Board has made a ruling pursuant to clause (c) of the NJC Memorandum of Understanding which became effective December 6, 1978.

**\*7.03** 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 of Canada, form part of this collective agreement:

Bilingual bonus policy  
Commuting assistance directive  
Foreign service directive  
Isolated post and government housing directive  
Relocation IRP directive  
Travel directive  
Workforce adjustment directive

### **Occupational Safety and Health**

Boiler and pressure vessel directive  
Electrical directive  
Elevating devices directive  
Elevated work structure directive  
First aid directive  
First aid allowance directive  
Hazardous confined spaces directive  
Hazardous substances directive  
Materials-handling directive  
Motor Vehicle operations directive  
Noise control and hearing conservation directive  
Personal protective equipment and clothing directive  
Pesticides directive  
Refusal to work directive  
Sanitation directive  
Tools and machinery directive  
Use and occupancy of buildings directive

**7.04** Grievances in regard to the above directives shall be filed in accordance with clause 18.01 of the Article on grievance procedure in this Agreement.

## **ARTICLE 8 DENTAL CARE PLAN**

**8.01** The Employer will continue to offer coverage to employees under the Dental Care Plan as contained in the Agreement between Treasury Board and the Public Service Alliance of Canada, as amended from time to time by the terms and conditions of the Dental Care Plan Agreement between the Public Service Alliance of Canada and the Treasury Board.

## **PART II - UNION SECURITY AND STAFF RELATIONS MATTERS**



## **ARTICLE 9 RECOGNITION**

**9.01** The Employer recognizes the PSAC as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on 28 July 1999 covering employees in the Audit Services Group bargaining unit.

## **ARTICLE 10 INFORMATION**

**10.01** The Employer agrees to supply the PSAC each quarter with the name, geographic location and classification of each new employee.

**10.02** The Employer agrees to supply each employee with access to an electronic version of the Collective Agreement.

## **ARTICLE 11 CHECK-OFF**

**11.01** Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.

**11.02** The PSAC shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.

**11.03** For the purpose of applying clause 11.01, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month of employment to the extent that earnings are available.

**11.04** An employee who satisfies the Employer to the extent that he or she declares in an affidavit that he or she is a member of a religious organization whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that he or she 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.

**11.05** No employee organization, as defined in Section 2 of the *Public Service Staff Relations Act*, other than the PSAC, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees.

**11.06** The amounts deducted in accordance with clause 11.01 shall be remitted to the Comptroller of the PSAC 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.

**11.07** The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.

**11.08** The PSAC 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 limited to the amount actually involved in the error.

## **ARTICLE 12 USE OF EMPLOYER FACILITIES**

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

**12.02** The Employer will also continue its present practice of making available to the PSAC specific locations on its premises, for the placement of reasonable quantities of literature of the PSAC.

**\*12.03**

- (a) Upon request by the Local Executive and when space is available, with adequate advance notice, the Employer will provide meeting space on its premises for meetings of the Local.
- (b) The Employer will provide, on its premises, a lockable filing cabinet for the exclusive use of the local executive.

## **ARTICLE 13 EMPLOYEE REPRESENTATIVES**

**13.01** The Employer acknowledges the right of the PSAC to appoint or otherwise select employees as representatives.

**13.02** The PSAC and the Employer shall endeavour in consultation to determine the jurisdiction of each representative, having regard to the plan of organization, the number and distribution of employees at the work place and the administrative structure implied by the grievance procedure. Where the parties are unable to agree in consultation, then any dispute shall be resolved by the grievance/adjudication procedure.

**13.03** The PSAC shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 13.02.

**13.04**

- (a) A representative shall obtain the permission of his or her immediate supervisor before leaving his or her work to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called

by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his or her supervisor before resuming his or her normal duties.

- (b) Where practicable, when management requests the presence of a PSAC representative at a meeting, such request will be communicated to the employee's supervisor.
- (c) An employee shall not suffer any loss of pay when permitted to leave his or her work under paragraph (a).

**13.05** The PSAC shall have the opportunity to have an employee representative introduced to new employees as part of the Employer's formal orientation programs, where they exist.

**13.06** A duly accredited representative of the PSAC may be permitted access to the Employer's premises, to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Employer.

**13.07** The PSAC shall provide the Employer a list of such PSAC representatives and shall advise promptly of any change made to the list.

#### **ARTICLE 14 LEAVE WITH OR WITHOUT PAY FOR PSAC BUSINESS**

##### **Complaints made to the Public Service Staff Relations Board Pursuant to Section 23 of the *Public Service Staff Relations Act***

**14.01** When operational requirements permit, the Employer will grant leave with pay:

- (a) to an employee who makes a complaint on his or her own behalf, before the Public Service Staff Relations Board,

and

- (b) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the PSAC making a complaint.

##### **Applications for Certification, Representations and Interventions with respect to Applications for Certification**

**14.02** When operational requirements permit, the Employer will grant leave without pay:

- (a) to an employee who represents the PSAC in an application for certification or in an intervention,

and

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

**14.03** The Employer will grant leave with pay:

- (a) to an employee called as a witness by the Public Service Staff Relations Board,
- and
- (b) when operational requirements permit, to an employee called as a witness by an employee or the PSAC.

**Arbitration Board Hearings, Conciliation Board Hearings and Alternate Dispute Resolution Process**

**14.04** When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the PSAC before an Arbitration Board, Conciliation Board or in an Alternate Dispute Resolution Process.

**14.05** The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board, Conciliation Board or in an Alternate Dispute Resolution Process and, when operational requirements permit, leave with pay to an employee called as a witness by the PSAC.

**Adjudication**

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

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

**Meetings during the Grievance Process**

**14.07** Where an employee representative wishes to discuss a grievance with an employee who has asked or is obliged to be represented by the PSAC in relation to the presentation of his or her grievance, the Employer will, where operational requirements permit, give them reasonable leave with pay for this purpose when the discussion takes place in their headquarters area and reasonable leave without pay when it takes place outside their headquarters area.

**14.08** Subject to operational requirements,

- (a) when the Employer originates a meeting with a grievor in his headquarters area, he or she will be granted leave with pay and "on duty" status when the meeting is held outside the grievor's headquarters area;
- (b) when a grievor seeks to meet with the Employer, he or she will be granted leave with pay when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area;

- (c) when an employee representative attends a meeting referred to in this clause, he or she will be granted leave with pay when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area.

### **Contract Negotiation Meetings**

**14.09** When operational requirements permit, the Employer will grant leave without pay to an employee for the purpose of attending contract negotiation meetings on behalf of the PSAC.

### **Preparatory Contract Negotiation Meetings**

**14.10** When operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings.

### **Meetings between the PSAC and Management Not Otherwise Specified in this Article**

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

**14.12** Subject to operational requirements, the Employer shall grant leave without pay to a reasonable number of employees to attend meetings of the Board of Directors of the PSAC, meetings of the National Executive of the Components, Executive Board meetings of the PSAC, and conventions of the PSAC, the Components, the Canadian Labour Congress and the Territorial and Provincial Federations of Labour.

### **Representatives' Training Courses**

**14.13** When operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a representative on behalf of the PSAC to undertake training related to the duties of a representative.

**\*14.14** For Administrative purposes, the Employer will continue to pay an employee granted leave under clause 14.09 or 14.10 and the PSAC will reimburse the Employer for the salary costs of the employee within 30 days of receiving the request for payment from the Employer.

## **ARTICLE 15 EMPLOYEES ON PREMISES OF OTHER EMPLOYERS**

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

## **ARTICLE 16 ILLEGAL STRIKES**

**16.01** The *Public Service Staff 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 pursuant to paragraph 11(2)(f) of the *Financial Administration Act*, for participation in an illegal strike as defined in the *Public Service Staff Relations Act*.

## **ARTICLE 17 DISCIPLINE**

**17.01** When an employee is suspended from duty or terminated in accordance with paragraph 11(2) (f) of the *Financial Administration Act*, the Employer undertakes to notify the employee in writing of the reason for such suspension or termination. The Employer shall endeavour to give such notification at the time of suspension or termination.

**17.02** When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning him or her or to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the PSAC attend the meeting. Where practicable, the employee shall receive a minimum of one day's notice of such a meeting.

**17.03** The Employer shall notify the local representative of the PSAC as soon as possible that such suspension or termination has occurred.

**17.04** The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.

**17.05** Any document or written statement related to 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.

## **ARTICLE 18 GRIEVANCE PROCEDURE**

**18.01** In cases of alleged misinterpretation or misapplication arising out of 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, the grievance procedure will be in accordance with Section 14 of the NJC By-Laws.

**18.02** Subject to and as provided in Section 91 of the *Public Service Staff Relations Act*, an employee who feels that he or she has been treated unjustly or considers himself or herself aggrieved by any 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 18.05 except that,

(a) where there is another administrative procedure provided by or under any Act of Parliament to deal with the employee's specific complaint, such procedure must be followed,

and

- (b) where the grievance relates to the interpretation or application of this Agreement or an arbitral award, the employee **is** not entitled to present the grievance unless he or she has the approval of and is represented by the PSAC.

**18.03** Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the levels outlined in the Office's Grievance Procedure (Appendix B).

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

**18.05** An employee who wishes to present a grievance at a prescribed level in the grievance procedure shall transmit this grievance to his or her immediate supervisor or local officer-in-charge who shall forthwith:

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level,

and

- (b) provide the employee with a receipt stating the date on which the grievance was received by him or her.

**18.06** Where 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 date it is delivered to the appropriate OAG official. Similarly the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his or her grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

**18.07** A grievance of an employee shall not be deemed to be invalid by reason only that it is not in accordance with the form supplied by the Employer.

**18.08** An employee may be assisted and/or represented by the PSAC when presenting a grievance at any level.

**18.09** The PSAC shall have the right to consult with the Employer with respect to a grievance at each level of the grievance procedure. Where consultation is with the Auditor General, the Auditor General shall render the decision.

**18.10** An employee may present a grievance to the First Level of the procedure in the manner prescribed in clause 18.05 not later than the twenty-fifth (25<sup>th</sup>) day after the date on which he or

she is notified orally or in writing or on which he or she first becomes aware of the action or circumstances giving rise to the grievance.

**18.11** The Employer shall normally reply to an employee's grievance, at any level in the grievance procedure, except the final level, within ten (10) days after the date the grievance is presented at that level. Where such decision or settlement is not satisfactory to the employee, he or she may submit a grievance at the next higher level in the grievance procedure within ten (10) days after that decision or settlement has been conveyed to him or her in writing.

**18.12** If the Employer does not reply within fifteen (15) days from the date that a grievance is presented at any level, except the final level, the employee may, within the next ten (10) days, submit the grievance at the next higher level of the grievance procedure.

**18.13** The Employer shall normally reply to an employee's grievance at the final level of the grievance procedure within thirty (30) days after the grievance is presented at that level.

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

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

**18.16** 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.

**18.17** The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the PSAC representative.

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

**18.19** Where the Employer demotes or terminates an employee for cause pursuant to paragraph 11(2)(f) or (g) of the *Financial Administration Act*, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be presented at the final level only.

**18.20** An employee may abandon a grievance by written notice to his or her immediate supervisor or officer-in-charge.

**18.21** An employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless the employee was unable to comply with the prescribed time limits due to circumstances beyond his or her control.

**18.22** No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his or her grievance or refrain from exercising his or her right to present a grievance as provided in this Agreement.



**18.23** Where an employee has presented a grievance up to and including the Final Level in the grievance procedure with respect to:

(a) the interpretation or application in respect of him or her of a provision of this Agreement or a related arbitral award,

or

(b) disciplinary action resulting in suspension or a financial penalty,

or

(c) termination of employment or demotion pursuant to paragraph 11(2) **(9** or (g) of the **Financial Administration Act**,

and the employee's grievance has not been dealt with to his or her satisfaction, he or she may refer the grievance to adjudication in accordance with the provisions of the **Public Service Staff Relations Act** and **Regulations**.

**18.24** Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of him or her of a provision of this Agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the PSAC signifies in the 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.

## **ARTICLE 19 NO DISCRIMINATION OR HARASSMENT**

**\*19.01** There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, membership or activity in the PSAC, marital status or a conviction for which a pardon has been granted.

**19.02** The PSAC and the Employer recognize the right of employees to work in an environment free from harassment including employment related harassment and sexual harassment and agree that harassment will not be tolerated in the workplace. For the purpose of this agreement, employment-related harassment and sexual harassment are defined as set out in paragraphs 11 and 12 of the **Guidelines to the OAG Policy on Harassment and Discrimination** dated 1 February 2000.

### **19.03**

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

**19.04** 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 21 JOINT CONSULTATION**

**21.01** The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussion aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.

**21.02** Within five (5) days of notification of consultation served by either party, the PSAC shall notify the Employer in writing of the representatives authorized to act on behalf of the PSAC for consultation purposes.

**21.03** Upon request of either party, the parties to this Agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

**21.04** Without prejudice to the position the Employer or the PSAC may wish to take in future about the desirability of having the subjects dealt with by the provisions of collective agreements, the subjects that may be determined as appropriate for joint consultation will be by agreement of the parties.

## **ARTICLE 22 HEALTH AND SAFETY**

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

## **ARTICLE 23 JOB SECURITY**

**23.01** 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 work force will be accomplished through attrition.

## **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, NJC Work Force Adjustment 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 different nature than that previously utilized;

and

(b) a change in the Employer's operation directly related to the introduction of that equipment or material.

**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 is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.

**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 eighty (**180**) days written notice to the PSAC of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

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

(a) the nature and degree of the technological change;

(b) the date or dates on which the Employer proposes to effect the technological change;

(c) the location or locations involved;

(d) the approximate number and type of employees likely to be affected by the technological change;

(e) the effect that the technological change is likely to have on the terms and conditions of employment of the employees affected.

**24.06** As soon as reasonably practicable after notice is given under clause 24.04, the Employer shall consult meaningfully with the PSAC concerning the rationale for the change and the topics referred to in clause 24.05 on each group of employees, including training.

**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 without **loss** of pay and at no cost to the employee.

## PART III -WORKING CONDITIONS

### ARTICLE 25 HOURS OF WORK

#### General

**\*25.01** For the purpose of this Article:

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

**\*25.02** Except as provided for in clauses 25.08, 25.10 and 25.11:

- (a) the normal work week shall be thirty-seven and one-half (37 ½) hours from Monday to Friday inclusive,

and

- (b) the normal work day shall be seven and one-half (7 ½) consecutive hours, between the hours of 7 a.m. and 6 p.m., exclusive of a lunch period which shall be for a minimum of one half (½) hour.

**\*25.03** Employees shall be informed by written notice of their scheduled hours of work. Any changes to the scheduled hours shall be by written notice to the employee(s) concerned,

**\*25.04** Nothing in this Article shall be construed as guaranteeing minimum or maximum hours of work. In no case shall this permit the Employer to reduce the hours of work of a full-time employee permanently.

**\*25.05** The employees may be required to register their attendance in a form or in forms to be determined by the Employer.

**\*25.06** It is recognized that certain operations require some employees to stay on the job for a full scheduled work period, inclusive of their meal period. In these operations, such employees will be compensated for their half (1/2)-hour meal period in accordance with the applicable overtime provisions.

**\*25.07** The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day except on occasions when operational requirements do not permit.

**\*25.08 Special Provision for Employees of the Word Processing Subsection**

Employees in the Word Processing subsection of the DeskTop Publishing Unit who are required to work an evening shift will be subject to the provisions of Articles 26 and 27 as well as the following Hours of Work provisions:

- (a) the normal work week shall be thirty-seven and one-half (37.5) hours from Monday to Friday inclusive;

- (b) the normal work day shall be seven and one-half (**7.5**) consecutive hours, exclusive of a meal period, between the hours of 1 p.m. and 10 p.m.
- (c) a specified meal period shall be scheduled at times that are convenient to employees and as close to the mid-point of the work day as possible.

**\*25.09 Flexible Hours**

Subject to operational requirements, an employee on day work shall have the right to select and request flexible hours between 7 a.m. and 6 p.m. and such request shall not be unreasonably denied.

**\*25.10 Variable Hours**

- (a) Notwithstanding the provisions of clause 25.02, upon request of an employee and the concurrence of the Employer, an employee may complete the weekly hours of employment in a period of other than five (5) full days provided that over a period of fourteen (14), twenty-one (21) or twenty-eight (28) calendar days, the employee works an average of thirty-seven and one-half (37 1/2) hours per week.
- (b) In every fourteen (14), twenty-one (21) or twenty-eight (28) day period, the employee shall be granted days of rest on such days as are not scheduled as a normal work day for the employee.
- (c) Employees covered by this clause shall be subject to the variable hours of work provisions established in clauses 25.13 to 25.16.

**\*25.11**

- (a) Where hours of work, other than those provided in clause 25.02, are in existence when this Agreement is signed, the Employer, on request, will consult with the PSAC on such hours of work and in such consultation will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service.
- (b) Where hours of work are to be changed so that they are different from those specified in clause 25.02, the Employer, except in cases of emergency, will consult in advance with the PSAC on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service. In no case shall the hours under clause 25.02 extend before 6:00 a.m. or beyond 9:00 p.m. or alter the Monday to Friday work week or the seven and one-half (7 1/2) consecutive hours work day.
- (c) Within five (5) days of notification of consultation served by either party, the parties shall notify one another in writing of the representative authorized to act on their behalf for consultation purposes. Consultation will be held at the local level for fact finding and implementation purposes.
- (d) It is understood by the parties that this clause will not be applicable in respect of employees whose work week is less than thirty-seven and one-half (37 1/2) hours per week.

### **\*25.12**

- (a) An employee on day work whose hours of work are changed to extend before or beyond the stipulated hours of 7:00 a.m. and 6:00 p.m., as provided in clause 25.02 (b), and who has not received at least seven (7) days' notice in advance of the starting time of such change, shall be paid for the first day or shift worked subsequent to such change at the rate of time and one-half (1 1/2) for the first seven hours and one-half (7 1/2) and double time thereafter. Subsequent days or shifts worked on the revised hours shall be paid for at straight time, subject to Article 28, Overtime.

### **Late Hour Premium**

- (b) An employee who is not a shift worker and who completes his work day in accordance with the provisions of paragraph 25.11(b) shall receive a Late Hour Premium of seven dollars (\$7) per hour for each hour worked before 7:00 a.m. and after 6:00 p.m. The Late Hour Premium shall not apply to overtime hours.

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

**\*25.13** 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.

**\*25.14** The terms and conditions governing the administration of variable hours of work implemented pursuant to clause 25.10 are specified in clauses 25.13 to 25.16, inclusive. This Agreement is modified by these provisions to the extent specified herein.

### **\*25.15**

- (a) Scheduled hours of work of any day as set forth in a work schedule, may exceed or be less than the regular workday hours; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.
- (b) Such schedules shall provide an average of thirty-seven and one-half (37 1/2) hours of work per week over the life of the schedule.
- i) The maximum life of a shift schedule shall be six (6) months
  - ii) The maximum life of other types of schedule shall be twenty-eight (28) days, except when the normal weekly and daily hours of work are varied by the employer to allow for summer and winter hours, in which case the life of a schedule shall be one (1) year.
- (c) Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

### **\*25.16 Specific Application of this Agreement**

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

## **Interpretation and Definitions**

"Daily rate of pay" - shall not apply.

## **Overtime**

Overtime shall be compensated for all work performed in excess of an employee's scheduled hours of work on regular working days or on days of rest at time and three-quarter (1 3/4).

## **Travel,**

Overtime compensation referred to in clause 32.06 shall only be applicable on a work day for hours in excess of the employee's daily scheduled hours of work.

## **Designated Paid Holiday**

(a) A designated paid holiday shall account for seven and one-half (7 1/2) hours.

(b) When an employee works on a Designated Paid Holiday, the employee shall be compensated, in addition to the pay to the normal daily hours' pay, time and one-half (1 1/2) up to his or her regular scheduled hours worked and at double (2) time for all hours worked in excess of his or her regular scheduled hours.

## **Acting Pay**

The qualifying period for acting pay as specified in paragraph 60.07(a) shall be converted to hours.

## **ARTICLE 26 SHIFT PRINCIPLE**

### **26.01**

(a) When a full-time indeterminate employee is required to attend one of the following proceedings outside a period which extends before or beyond three (3) hours his or her scheduled hours of work on a day during which he or she would be eligible for a Shift Premium, the employee may request that his or her hours of work on that day be scheduled between 7 a.m. and 6 p.m.; such request will be granted provided there is no increase in cost to the Employer. In no case will the employee be expected to report for work or lose regular pay without receiving at least twelve (12) hours of rest between the time his or her attendance was no longer required at the proceeding and the beginning of his or her next scheduled work period.

- (i) Public Service Staff Relations Board Proceedings  
Clauses 14.01, 14.02, 14.04, 14.05 and 14.06.
- (ii) Contract Negotiation and Preparatory Contract Negotiation Meetings  
Clauses 14.09 and 14.10.
- (iii) Personnel Selection Process  
Article 49.

- (iv) To write Provincial Certification Examinations which are a requirement for the continuation of the performance of the duties of the employee's position.
  - (v) Training Courses which the employee is required to attend by the Employer.
- (b) Notwithstanding paragraph (a), proceedings described in subparagraph (v) are not subject to the condition that there be no increase in cost to the Employer.

## **ARTICLE 27 SHIFT PREMIUMS**

### **Excluded provisions**

***This Article does not apply to employees on day work, covered by clauses 25.07 to 25.10 inclusive.***

### **27.01 Shift Premium**

An employee working on shifts, will receive a shift premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours, between 4:00 p.m. and 8:00 a.m. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m.

### **27.02 Weekend Premium**

- (a) An employee working on shifts during a weekend will receive an additional premium of two dollars (\$2.00) per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.

## **ARTICLE 28 OVERTIME**

### **Excluded Provisions**

***28.01 Compensation under this Article shall not be paid for overtime worked by an employee at courses, training sessions, conferences and seminars unless the employee is required to attend by the Employer.***

### **28.02 General**

- (a) An employee is entitled to overtime compensation under clauses 28.04 and 28.05 for each completed period of fifteen (15) minutes of overtime worked by him or her:
  - (i) when the overtime work *is* authorized in advance by the Employer or is in accordance with standard operating instructions,
  - and
  - (ii) when the employee does not control the duration of the overtime work.
- (b) Employees shall record starting and finishing times of overtime work in a form determined by the Employer.



- (c) For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.
- (d) Payments provided under the Overtime, Designated Paid Holidays and Standby provisions of this Agreement shall not be pyramided, that *is* an employee shall not receive more than one compensation for the same service.

### **28.03 Assignment of Overtime Work**

- (a) Subject to the operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to offer overtime work on an equitable basis among readily available qualified employees.
- (b) Except in cases of emergency, call-back or mutual agreement with the employee, the Employer shall, wherever possible, give at least four **(4)** hours' notice of any requirement for overtime work.

### **28.04 Overtime Compensation on a workday**

Subject to clause 28.02 (a):

- (a) an employee who is required to work overtime on his or her scheduled workday is entitled to compensation at time and one-half (**1 1/2**) for the first seven and one-half (**7 1/2**) consecutive hours of overtime worked and double time for all overtime hours worked in excess of seven and one-half (**7 1/2**) consecutive hours of overtime in any contiguous period;
- (b) if an employee is given instructions during the employee's work day to work overtime on that day and reports for work at a time which is not contiguous to the employee's scheduled hours of work, the employee shall be paid a minimum of two (2) hours' pay at straight-time or for actual overtime worked at the applicable overtime rate, whichever is the greater;
- (c) an employee who is called back to work after the employee has completed his or her work for the day and has left his or her place of work, and returns to work shall be paid the greater of:
  - (i) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (**8**) hours' compensation in an eight (**8**) hour period; such maximum shall include any reporting pay pursuant to paragraph (b) or its alternate provision;
  - or
  - (ii) compensation at the applicable overtime rate for actual overtime worked, provided that the period worked by the employee *is* not contiguous to the employee's normal hours of work;
- (d) the minimum payment referred to in subparagraph (c) (i), does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clauses 58.05 or 58.06;

## **28.05 Overtime Compensation on a day of rest**

Subject to clause 28.02 (a):

- (a) an employee who is required to work on a first day of rest is entitled to compensation at time and one-half (1 1/2) for the first seven and one-half (7 1/2) hours and double (2) time thereafter;
- (b) an employee who is required to work on a second or subsequent day of rest is entitled to compensation at double (2) time (second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest);
- (c) when an employee is required to report for work and reports on a day of rest, the employee shall be paid the greater of:
  - (i) compensation equivalent to three (3) hours' pay at the applicable overtime rate for each reporting to a maximum of eight (8) hours' compensation in an eight (8) hour period,
  - or
  - (ii) compensation at the applicable overtime rate;
- (d) the minimum payment referred to in subparagraph (c)(i), does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 58.05;

## **\*28.06 Compensation in cash or leave with pay**

- (a) Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay.
- (b) The Employer shall endeavour to pay cash overtime compensation by the fourth (4<sup>th</sup>) week after which it is earned.
- (c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- (d) In addition to the payout described in 28.06 (e), an employee may request a payout of accumulated compensatory leave, in whole or in part, at the rate of pay in effect at the time of the request.
- (e) Compensatory leave earned in a fiscal year, and outstanding as of September 30<sup>th</sup>, will be paid at the employee's rate of pay on September 30<sup>th</sup> for the classification prescribed in the employee's certificate of appointment.

## **28.07 Meals**

- (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 his or her expenses for one meal in the amount of ten dollars (\$10.00) except where free meals are provided.

- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in paragraph (a), the employee shall be reimbursed for one additional meal in the amount of ten dollars (\$10.00) for each additional four (4)-hour period of overtime worked thereafter, except where free meals are provided.
- (c) 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.
- (d) Meal allowances under this clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

**\*28.08 Transportation expenses**

- (a) When an employee is required to report for work and reports under the conditions described in paragraphs 28.04 (b), (c) and 28.05 (c), the employee shall be reimbursed for reasonable expenses incurred as follows:
  - (i) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of his or her own automobile,
  - or
  - (ii) out-of-pocket expenses for other means of commercial transportation.
- (b) 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 the employee reporting to work or returning to the employee's residence shall not constitute time worked.

**ARTICLE 29  
STANDBY**

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

**29.02**

- (a) An employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone number and be available to return for duty as quickly as possible, if called.
- (b) In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.
- (c) No standby payment shall be granted if an employee is unable to report for duty when required.

- (d) An employee on standby who is required to report for work and reports shall be compensated in accordance with clauses 28.04(c) or 28.05(c), and is also eligible for reimbursement of transportation expenses in accordance with clause 28.08.

### **ARTICLE 30 DESIGNATED PAID HOLIDAYS**

**30.01** Subject to clause 30.03, the following days shall be designated paid holidays for employees:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August,
- (l) one additional day when proclaimed by an Act of Parliament as a national holiday.

**30.02** An employee absent without pay on both his or her full working day immediately preceding and his or her full working day immediately following a designated holiday **is** not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 14, Leave With or Without Pay For PSAC Business.

#### **30.03 Designated Holiday Coinciding with a Day of Paid Leave**

Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

### **30.04 Designated Holiday Coinciding with a Day of Rest**

- (a) When a day designated as a holiday under clause 30.01 coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.
- (b) When two **(2)** days designated as holidays under clause 30.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two **(2)** scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.

### **Work Performed on a Designated Holiday**

**30.05** Where operational requirements permit, the Employer shall not schedule an employee to work both December 25 and January 1 in the same holiday season.

**30.06** When a day designated as a holiday for an employee is moved to another day under the provisions of clause 30.04:

- (a) work performed by an employee on the day from which the holiday was moved shall be considered as worked 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.

### **30.07**

- (a) When an employee works on a holiday, he or she shall be paid time and one-half (1 1/2) for all hours worked up to seven and one-half (7 1/2) hours and double **(2)** time thereafter, in addition to the pay that the employee would have been granted had he or she not worked on the holiday,

or

- (b) upon request, and with the approval of the Employer, the employee may be granted:
  - (i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday,

and

- (ii) pay at one and one-half (1 1/2) times the straight-time rate of pay for all hours worked up to seven and one-half (7 1/2) hours,

and

- (iii) pay at two (2) times the straight-time rate of pay for all hours worked by him or her on the holiday in excess of seven and one-half (7 1/2) hours.
- (c) Notwithstanding paragraphs (a) and (b), when an employee works on a holiday contiguous to a day of rest on which he or she also worked and received overtime in accordance with clause 28.05 (b), he or she shall be paid in addition to the pay that he or she would have been granted had he or she not worked on the holiday, two (2) times his or her hourly rate of pay for all time worked.
- (d) Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.
  - (i) When in a fiscal year an employee has not been granted all of his or her lieu days as requested by him or her, at the employee's request, such lieu days shall be carried over for one year.
  - (ii) In the absence of such request, unused lieu days shall be paid off at the employee's straight-time rate of pay in effect when the lieu day was earned.

**\*30.08 Reporting for Work on a Designated Holiday**

- (a) When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of:
  - (i) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each reporting to a maximum of eight (8) hours' compensation in an eight (8) hour period; such maximum shall include any reporting pay pursuant to paragraph 28.04 (c);
  - or
  - (ii) compensation in accordance with the provisions of clause 30.07.
- (b) The minimum payment referred to in subparagraph (a)(i) does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with 58.09 clauses of this Agreement.
- (c) When an employee is required to report for work and reports under the conditions described in paragraph (a), the employee shall be reimbursed for reasonable expenses incurred as follows:
  - (i) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of his or her own automobile,
  - or
  - (ii) out-of-pocket expenses for other means of commercial transportation.
- (c) 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 the employee reporting to work or returning to his or her residence shall not constitute time worked.

### **ARTICLE 31 RELIGIOUS OBSERVANCE**

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

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

**31.03** Notwithstanding clause 31.02, at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his or her religious obligations. The number of hours with pay **so** granted must be made up hour for hour within a period of six (**6**) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.

**31.04** An employee who intends to request leave or time off under this Article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence.

### **ARTICLE 32 TRAVELLING TIME**

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

**32.02** When an employee is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 32.03 and 32.04. Travelling time shall include time necessarily spent at each stop-over enroute provided such stop-over is not longer than three (3) hours.

**32.03** For the purposes of clauses 32.02 and 32.04, the travelling time for which an employee shall be compensated is as follows:

- (a) for travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer;
- (b) for travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to his or her destination and, upon his or her return, direct back to his or her residence or work place;
- (c) in the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which case

compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

**32.04** If an employee is required to travel as set forth in clauses 32.03 and 32.04:

- (a) on a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day;
- (b) on a normal working day on which he or she travels and works, the employee shall be paid:
  - (i) his or her regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours,
  - and
  - (ii) at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straight-time rate of pay;
- (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 twelve (12) hours' pay at the straight-time rate of pay.

**32.05** 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.

**32.06** Upon request of an employee and with the approval of the Employer, compensation at the overtime rate earned under this Article may be granted in compensatory leave with pay, in accordance with Article 28.06.

**32.07**

- (a) An employee who is required to travel outside his or her normal workplace on government business, as these expressions are defined by the Employer, and is away from his or her permanent residence for forty (40) nights during a fiscal year shall be granted one (1) day off with pay. The employee shall be credited with one additional day off for each additional twenty (20) nights that the employee is away from his or her permanent residence, to a maximum of eighty (80) additional nights.
- (b) The maximum number of days off earned under this clause shall not exceed five (5) days in a fiscal year.
- (c) This leave with pay is deemed to be compensatory leave, and is subject to clause 28.06



## PART IV - LEAVE PROVISIONS

### ARTICLE 33 LEAVE GENERAL

#### 33.01

- (a) When an employee becomes subject to this Agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his or her earned hourly leave credits shall be reconverted into days, with one day being equal to seven and one-half (7 1/2) hours.
- (b) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave being equal to the number of hours of work scheduled for the employee for the day in question.
- (c) Notwithstanding the above, in Article 47, Bereavement Leave with Pay, a "day" will mean a calendar day.

#### 33.02 Except as otherwise specified in this Agreement:

- (a) 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;
- (b) time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

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

**33.04** The amount of leave with pay earned but unused 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.

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

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

**33.07** In the event of termination of employment for reasons other than incapacity, death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment.

**33.08** An employee shall not earn leave credits under this Agreement in any month for which leave has already been credited to him or her under the terms of any other collective agreement to which the Employer is a party or under other rules or regulations of the Employer.

**33.09** When an employee who is in receipt of a special duty allowance or an extra duty allowance is granted leave with pay, the employee is entitled during the employee's period of leave to receive the allowance if the special or extra duties in respect of which the employee is paid the allowance were assigned to the employee on a continuing basis, or for a period of two (2) or more months prior to the period of leave.

**\*33.10** The Employer agrees to accept the unused vacation leave credits up to a maximum of 200 hours and the unused sick leave credits of an employee who resigns from an organization listed in Schedule I of the *Public Service Staff Relations Act* in order to take a position with the Employer if the transferring employee is eligible and has chosen to have these credits transferred.

### **ARTICLE 34 VACATION LEAVE WITH PAY**

**34.01** The vacation year shall be from April 1<sup>st</sup> to March 31<sup>st</sup>, inclusive, of the following calendar year.

#### **Accumulation of Vacation Leave Credits**

**\*34.02** For each calendar month in which an employee has earned at least ten (10) days' pay, the employee shall earn vacation leave credits at the rate of:

- (a) 1.25 days until the month in which the anniversary of the employee's eighth (8<sup>th</sup>) year of service occurs;
- (b) 1.67 days commencing with the month in which the employee's eighth (8<sup>th</sup>) anniversary of service occurs;
- (c) 2.09 days commencing with the month in which the anniversary of the employee's seventeenth (17<sup>th</sup>) anniversary of service occurs
- (d) 2.25 days commencing with the month in which the employee's twenty-seventh (27<sup>th</sup>) anniversary of service occurs;
- (e) 2.5 days commencing with the month in which the employee's twenty-eighth (28<sup>th</sup>) anniversary of service occurs;

#### **34.03**

- (a) For the purpose of clause 34.02 only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Public Service within one year following the date of lay-off.

- (b) Notwithstanding (a) above, an employee who was a member of a PSAC bargaining unit in the Public Service prior to May 31, 1990 shall retain, for the purpose of "service" and of establishing his or her vacation entitlement pursuant to this clause, those periods of former service which had previously qualified for counting as continuous employment, until such time as his or her employment in the Public Service is terminated.

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

### **Scheduling of Vacation Leave with Fay**

#### **34.05**

(a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.

(b) Subject to the following subparagraphs, 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;
- (iii) not to cancel nor alter a period of vacation leave which has been previously approved in writing.

**34.06** The Employer shall give an employee as much notice as **is** practicable and reasonable of approval, denial, alteration or cancellation of a request for vacation leave. In the case of denial, alteration or cancellation of such leave, the Employer shall give the written reason therefore, upon written request from the employee.

**34.07** Where, in respect of any period of vacation leave or compensatory 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,

or

(d) is granted court leave with pay

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

#### **34.08 Advance Payments**

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

#### **34.09 Recall from Vacation Leave**

- (a) Where an employee is recalled to duty during any period of vacation leave, the employee shall be reimbursed for reasonable expenses that the employee incurs:
  - (i) in proceeding to the employee's place of duty,and
  - (ii) 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.
- (b) The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under paragraph (a) to be reimbursed for reasonable expenses incurred by the employee.

#### **34.10 Cancellation or Alteration of Vacation Leave**

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

#### **Carry-Over and/or Liquidation of Vacation Leave**

##### **34.11 Carry-overs**

- (a) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave up to a maximum of two hundred (200) hours credits shall be carried over into the following vacation year. All

vacation leave credits in excess of two hundred (200) hours shall be automatically paid in cash at his or her daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year. Under special circumstances, at the request of an employee and with the consent of the Employer, carry-over beyond the two hundred (200) hour limit will be permitted; such requests shall not be unreasonably denied.

**34.12** During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits shall be compensated at the employee's daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31<sup>st</sup>.

### **34.13 Leave When Employment Terminates**

- (a) When an employee dies or otherwise ceases to be employed, he or she or his or her estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave to his or her credit by the daily rate of pay applicable to the employee prior to the termination of his or her employment.
- (b) Where the employee requests, the Employer shall grant the employee his or her unused vacation leave credits prior to termination of employment if this will enable him or her, for purposes of severance pay, to complete the first year of continuous employment in the case of lay-off, and the tenth (10<sup>th</sup>) year of continuous employment in the case of resignation.
- (c) Notwithstanding the foregoing, an employee whose employment is terminated by reason of a declaration that he or she abandoned his or her position is entitled to receive the payment referred to in this clause, if he or she requests it within six (6) months following the date upon which his or her employment is terminated.
- (d) Notwithstanding subsection (a), an employee who resigns to accept an appointment with another organization in the Public Service may choose not to be paid for unused vacation leave credits, provided that the appointing organization will accept such credits.

## **ARTICLE 35 SICK LEAVE WITH PAY**

### **Credits**

#### **35.01**

- (a) An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which the employee receives pay for at least ten (10) days.

### **Granting of Sick Leave**

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

- (a) he or she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer,

and

(b) he or she has the necessary sick leave credits.

**35.03** Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 35.02 (a),

**35.04** When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 35.02, 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.

**35.05** 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.

**35.06** Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.

**35.07** 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.

**35.08** The Employer agrees that an employee shall not be terminated for cause for reasons of incapacity pursuant to Section 11(2) (g) of the *Financial Administration Act* at a date earlier than the date at which the employee will have utilized his or her 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 Article 37.

## **ARTICLE 36 MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES**

**36.01** Up to half a day of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.

**36.02** 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.

## **ARTICLE 37 INJURY-ON-DUTY LEAVE**

**37.01** An employee shall be granted injury-on-duty leave with pay for such period as may be reasonably determined by the Employer when a claim has been made pursuant to the

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

(a) personal injury accidentally received in the performance of his or her duties and not caused by the employee's wilful misconduct,

or

(b) an industrial illness or a disease arising out of and in the course of the employee's employment, if the employee agrees to remit to the Receiver General of Canada any amount received by him or her in compensation for **loss** of pay resulting from or **in** respect of such injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

## **ARTICLE 38 MATERNITY LEAVE WITHOUT PAY**

### **38.01 Maternity Leave without Pay**

(a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy.

(b) Notwithstanding paragraph (a):

(i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,

or

(ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of seventeen (17) weeks.

(c) The extension described **in** paragraph (b) shall end not later than **fifty-two (52)** weeks after the termination date of pregnancy.

(d) The Employer may require an employee to submit a medical certificate certifying pregnancy.

(e) An employee who has not commenced maternity leave without pay may elect to:

(i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;

- (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 35, Sick Leave with Pay. For purposes of this subparagraph, the terms “illness” or “injury” used in Article 35, Sick Leave with Pay, shall include medical disability related to pregnancy.
- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four **(4)** weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

**\*38.02 Maternity Allowance**

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:
  - (i) has completed six **(6)** months of continuous employment before the commencement of her maternity leave without pay,
  - (ii) provides the Employer with proof that she has applied for and is in receipt of pregnancy benefits pursuant to Section 22 of the **Employment Insurance Act** in respect of insurable employment with the Employer,

and

  - (iii) has signed an agreement with the Employer stating that:
    - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
    - (B) following her return to work, as described in section (A), , she will work for a period equal to the period she was in receipt of the maternity allowance;
    - (C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B) she will be indebted to the Employer for an amount determined as follows:

$$\begin{array}{r}
 \text{(allowance received)} \\
 \text{X} \frac{\text{(remaining period to be worked following her return to work)}}{\text{[total period to be worked as specified in (B) ]}}
 \end{array}$$



- (D) the repayment provided for in (C) will not apply in situations of:
- (i) death,
  - (ii) lay off,
  - (iii) 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),
  - (iv) the end of a specified period of employment, if the employee is rehired by the Employer within ninety (90) days following the end of the specified period of employment, and who fulfills the obligations specified in section (B)
  - (v) having become disabled as defined in the Public Service Superannuation Act, or
  - (vi) when the employee takes a position with an organization listed in Schedule I of the Public Service Staff Relations Act that fulfills the obligations specified in section (B)

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

(c) Maternity allowance payments made in accordance with the **SUB** Plan will consist of the following:

(i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,

and

(ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the Employment Insurance Act, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.

(d) At the employee's request, the payment referred to in subparagraph 38.02 (c) (i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance pregnancy benefits.

- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
  - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
  - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (9) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (9)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the **SUB** Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

### **38.03 Special Maternity Allowance for Totally Disabled Employees**

- (a) An employee who:
  - (i) fails to satisfy the eligibility requirement specified in subparagraph 38.02(a) (ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the Government Employees Compensation Act prevents her from receiving Employment Insurance pregnancy benefits,
  - and
  - (ii) has satisfied all of the other eligibility criteria specified in paragraph 38.02 (a), other than those specified in sections (A) and (B) of subparagraph 38.02 (a) (iii),

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the Government Employees Compensation **Act**.

(b) An employee shall be paid an allowance under this clause and under clause 38.02 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* had she not been disqualified from Employment Insurance pregnancy benefits for the reasons described in subparagraph (a) (i).

### **ARTICLE 39 MATERNITY-RELATED REASSIGNMENT OR LEAVE**

**39.01** An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24<sup>th</sup>) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child.

**39.02** An employee's request under clause 39.01 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.

**39.03** An employee who has made a request under clause 39.01 is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions **so** requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:

(a) modifies her job functions or reassigns her,

or

(b) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.

**39.04** Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.

**39.05** 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.

**39.06** An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

**ARTICLE 40**  
**PARENTAL LEAVE WITHOUT PAY**

**\*40.01 Parental Leave without Pay**

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period 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 a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the employee's care.
- (c) 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 during which his or her child is hospitalized,the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization 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.
- (d) An employee who intends to request parental leave without pay shall notify the Employer at least four **(4)** weeks in advance of the expected date of the birth of the employee's child (including the child of a common-law partner), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).
- (e) 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.
- (f) Parental leave without pay taken by a couple employed at the Office of the Auditor General of Canada shall not exceed a total of thirty-seven (37) weeks for both individuals combined.

(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.

\*(h) At the request of an employee and with the agreement of the employer, the leave referred to in sub-clauses (a) and (b) may be taken in two or more periods provided that each period is of a minimum of four weeks.

#### **\*40.02 Parental Allowance**

(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), providing he or she:

(i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,

(ii) provides the Employer with proof that he or she has applied for and is in receipt of parental benefits pursuant to Section 23 of the Employment *Insurance Act* 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 on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;

(B) Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 38.02 (a) (iii) (B), if applicable;

(C) should he or she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B) she will be indebted to the Employer for an amount determined as follows:

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

(D) the repayment provided for in (C) will not apply in situations o

(i) death;

(ii) lay off;

- (iii) 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);
  - (iv) the end of a specified period of employment, if the employee is rehired by the employer within ninety (90) days following the end of the specified period of employment, and who fulfills the obligations specified in section (B);
  - (v) having become disabled as defined in the *Public Service Superannuation Act*, or
  - (vi) when the employee takes a position with an organization listed in Schedule I of the *Public Service Staff Relations Act* that fulfills the obligations specified in section (B).
- (b) For the purpose of sections (a) (iii) (B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a) (iii) (B), without activating the recovery provisions described in section (a) (iii) (C).
- (c) Parental Allowance payments made in accordance with the **SUB** Plan will consist of the following:
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving *Employment Insurance* parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
  - (ii) other than as provided in subparagraph (iii) below, for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the *Employment Insurance* parental benefits he or she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in *Employment Insurance* benefits to which he or she would have been eligible if no extra monies had been earned during this period;
  - (iii) where the employee becomes entitled to an extension of parental benefits pursuant to Subsection 12 (7) of the *Employment Insurance Act*, the parental allowance payable under the **SUB** Plan described in subparagraph (ii) will be extended by the number of weeks of extended benefits which the employee receives under Subsection 12 (7) of the *EI Act*.
- (d) At the employee's request, the payment referred to in subparagraph 40.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of **EI** parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.

- (f) The weekly rate of pay referred to in paragraph (c) shall be:
  - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
  - (ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f) (ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision 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.

**40.03 Special Parental Allowance for Totally Disabled Employees**

- (a) An employee who:
  - (i) fails to satisfy the eligibility requirement specified in subparagraph 40.02(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 parental benefits,
 

and
  - (ii) has satisfied all of the other eligibility criteria specified in paragraph 40.02 (a), other than those specified in sections (A) and (B) of subparagraph 40.02(a) (iii),
 

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the Government Employees Compensation Act.
- (b) An employee shall be paid an allowance under this clause and under clause 40.02 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to Section 23 of the Employment Insurance

**Act**, had the employee not been disqualified from Employment Insurance parental benefits for the reasons described in subparagraph (a) (i).

#### **40.04 Transitional Provisions**

If, on the date of signature of this Agreement, an employee is currently on parental leave without pay or has requested a period of such leave without pay but has not commenced the leave, he or she shall upon request be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.

### **ARTICLE 41 LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY**

**41.01** Both parties recognize the importance of access to leave for the purpose of care for the immediate family.

**41.02** For the purpose of this article, family is defined as spouse (or common-law partner residing with the employee), children (including foster children or children of legal or common-law partner), parents (including stepparents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides.

**41.03** Subject to clause 41.02, an employee shall be granted leave without pay for the Care of Immediate Family in accordance with the following conditions:

- (a) 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 an urgent or unforeseeable circumstance such notice cannot be given;
- (b) leave granted under this Article shall be for a minimum period of three (3) weeks;
- (c) 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;
- (d) leave granted for periods of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.

**41.04** An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.

**41.05** All leave granted under Leave Without Pay for the Long-Term Care of a Parent on under Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of previous collective agreements will not count towards the calculation of the maximum amount of time allowed for the Care of Immediate Family during an employee's total period of employment in the public service.



## **Transitional Provision**

### **41.06**

This transitional provision is applicable to employees who have been granted and have proceeded on leave on or after the date of signature of this agreement.

- (a) An employee who, on the date of signature of this agreement, is on Leave Without Pay for the Long-Term Care of a Parent (Article 41) or on Leave Without Pay for the Care and Nurturing of Pre-School Age Children (Article 42)\* under the terms of the agreement which expired on March 31, 2002, continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.
- (b) An employee who becomes a member of the bargaining unit on or after the date of signature of this agreement and who is on Leave Without Pay for the Long-Term Care of a Parent or on Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of another agreement, continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.

## **ARTICLE 42 VOLUNTEER LEAVE**

### **42.01**

- (a) 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, one (1) day of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.
- (b) The leave will be scheduled at times convenient both to the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.

## **ARTICLE 43 LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES**

**\*43.01** For the purpose of this Article, family is defined as spouse (or common-law partner), children (including foster-children and children of legal or common-law partner), parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.

**\*43.02** The total leave with pay which may be granted under this Article shall not exceed five (5) days in a fiscal year.

**\*43.03** Subject to clause 43.02, the Employer shall grant leave with pay under the following circumstances:

- (a) to take a dependent family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- (b) to provide for the temporary care of a sick member of the employee's immediate family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
- (c) to provide for the immediate and temporary care of an elderly member of the employee's family;
- (d) for needs directly related to the birth or to the adoption of the employee's child.

#### **ARTICLE 44 LEAVE WITHOUT PAY FOR PERSONAL NEEDS**

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

- (a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- (b) subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
- (c) an employee is entitled to leave without pay for personal needs only once under each of paragraphs (a) and (b) during the employee's total period of employment with the Office of the Auditor General. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.

#### **ARTICLE 45 MARRIAGE LEAVE WITH PAY**

**\*45.01** After the completion of one (1) year's continuous employment in the Public Service, and providing an employee gives the Employer at least five (5) days' notice, the employee shall be granted five (5) days' marriage leave with pay for the purpose of getting married.

**\*45.02** In the provinces or territories where same-sex marriage (or civil union) is not available, an employee shall be granted five (5) days leave with pay for the purpose of participating in a public commitment ceremony with a person of the same sex provided that:

- (i) the employee has completed one (1) year's continuous employment with the Employer;
- (ii) the employee gives the employer at least five (5) day's notice, and;
- (iii) the employee provides to the employer a sworn affidavit certifying to the spousal union.

**\*45.03** For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.

**ARTICLE 46**  
**LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE**

**46.01** 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.

**ARTICLE 47**  
**BEREAVEMENT LEAVE WITH PAY**

**\*47.01** For the purpose of this Article, family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse, parents of spouse, child (including child of spouse), stepchild or ward of the employee, spouse of child, grandchild, grandparent, and any relative permanently residing in the employee's household or with whom the employee permanently resides.

**\*47.02** When a member of the employee's family dies, an employee shall be entitled to a bereavement period of five (5) consecutive days of bereavement leave with pay which must include the day of the funeral or memorial service. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death. Days of rest and designated paid holidays are excluded from the bereavement period.

**\*47.03** An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her brother-in-law or sister-in-law.

**\*47.04** If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 47.02 and 47.03, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

**\*47.05** 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 Auditor General may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 47.02 and 47.03.

**ARTICLE 48**  
**COURT LEAVE**

**48.01** 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;

- (c) by subpoena or summons or other legal instrument to attend as a witness in any proceeding to which the employee is not a party held:
  - (i) in or under the authority of a court of justice or before a grand jury,
  - (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.

#### **ARTICLE 49 PERSONNEL SELECTION LEAVE**

**49.01** 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 *Public Service Staff 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 his or her presence is so required.

#### **ARTICLE 50 EDUCATION LEAVE WITHOUT PAY**

**50.01** The Employer recognizes the usefulness of education leave. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

**50.02** At the Employer's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to 100% (one hundred percent) of the employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

**50.03** 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.

**50.04**

(a) **As** a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.

(b) If the employee:

(i) fails to complete the course,

(ii) does not resume employment with the Employer on completion of the course,

or

(iii) ceases to be employed, except by reason of death or lay-off, before termination of the period he or she has undertaken to serve after completion of the course,

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

**ARTICLE 51  
CAREER DEVELOPMENT LEAVE**

**51.01** Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering his or her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:

(a) a course given by the Employer;

(b) a course offered by a recognized academic institution;

(c) a seminar, convention or study session in a specialized field directly related to the employee's **work**.

**51.02** Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in clause 51.01. The employee shall receive no compensation under Article 28, Overtime, and Article 32, Travelling Time, during time spent on career development leave provided for in this Article.

**51.03** Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

**ARTICLE 52  
EXAMINATION LEAVE WITH PAY**

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

**ARTICLE 53  
LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS**

**53.01** At its discretion, the Employer may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for duty; such leave shall not be unreasonably withheld;
- (b) leave with or without pay for purposes other than those specified in this Agreement.

**53.02 Personal Leave**

(a) Subject to operational requirements as determined by the employer and with advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, one (1) day of leave with pay for reasons of a personal nature.

(b) The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leaves at such times as the employee may request.

**PART V - OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

**ARTICLE 54  
RESTRICTION ON OUTSIDE EMPLOYMENT**

**54.01** Unless otherwise specified by the Employer as being in an area that could represent a conflict of interest, employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Employer.

**ARTICLE 55  
STATEMENT OF DUTIES**

**55.01** Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his or her position, including the classification level and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization.

**ARTICLE 56  
EMPLOYEE PERFORMANCE REVIEW  
AND EMPLOYEE FILES**

**56.01**

- (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. A copy of the assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form will 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.
- (b) The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's Performance for at least one-half (**112**) of the period for which the employee's performance is evaluated.
- (c) An employee has the right to make written comments to be attached to the performance review form.

**56.02**

- (a) Prior to an employee performance review the employee shall be given:
  - (i) the evaluation form which will be used for the review;
  - (ii) any written document which provides instructions to the person conducting the review;
- (b) if during the employee performance review, either the form or instructions are changed they shall be given to the employee.

**56.03** Upon written request of an employee, the personnel file of that employee shall be made available once per year for his or her examination in the presence of an authorized representative of the Employer.

**ARTICLE 57  
MEMBERSHIP FEES**

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

**57.02** Membership dues referred to in Article 11, Check-Off, of this Agreement are specifically excluded as reimbursable fees under this Article.

## **PART VI - PART-TIME EMPLOYEES**

### **ARTICLE 58 PART-TIME EMPLOYEES**

#### **58.01 Definition**

Part-time employee means an employee whose weekly scheduled hours of work on average are less than those established in Article 25 - Hours of Work of this Agreement, but not less than those prescribed in the Public Service Staff Relations Act.

#### **General**

**58.02** Unless otherwise specified in this Article, part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal weekly hours of work compared with thirty-seven and one-half (37 1/2).

**58.03** Part-time employees are entitled to overtime compensation in accordance with subparagraphs (ii) and (iii) of the overtime definition in clause 2.01.

**58.04** The days of rest provisions of this Agreement apply only in a week when a part-time employee has worked five (5) days or thirty-seven and one-half (37 1/2) hours.

#### **Specific Application of this Agreement**

##### **58.05 Reporting Pay**

Subject to clause 58.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with sub-paragraph 28.05(c) (i), or is entitled to receive a minimum payment rather than pay for actual time worked during a period of standby, in accordance with sub-paragraphs 28.04(c) (i) or 28.05(c) (i), the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate of pay.

##### **58.06 Call-Back**

When a part-time employee meets the requirements to receive call-back pay in accordance with clause 28.04(c) (i) 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.

##### **Designated Holidays**

**58.07** A part-time employee shall not be paid for the designated holidays but shall, instead be paid four and one-quarter percent (4 1/4 %) for all straight-time hours worked.

**58.08**, 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 30.01, the employee shall be paid at



time and one-half (1 1/2) of the straight-time rate of pay for all hours worked up to seven and one-half (7 1/2) hours and double time (2T) thereafter.

**58.09** A part-time employee who reports for work as directed on a day which is prescribed as a designated paid holiday for a full-time employee in clause 30.01, shall be paid for the time actually worked in accordance with clause 58.08, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

### **58.10 Vacation Leave**

A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee's normal workweek, at the rate for years of service established in clause 34.02 of this Agreement, prorated and calculated as follows:

- (a) when the entitlement is 1.25 days a month, .250 multiplied by the number of hours in the employee's workweek per month;
- (b) when the entitlement is 1.67 days a month, .333 multiplied by the number of hours in the employee's workweek per month;
- (c) when the entitlement is 2.09 days a month, .417 multiplied by the number of hours in the employee's workweek per month;
- (d) when the entitlement is 2.25 days a month, .450 multiplied by the number of hours in the employee's workweek per month;
- (e) when the entitlement is 2.5 days a month, .500 multiplied by the number of hours in the employee's workweek per month;

### **58.11 Sick Leave**

A part-time employee shall earn sick leave credits at the rate of one-quarter (1/4) of the number of hours in an employee's normal workweek for each calendar month in which the employee has received pay for at least twice the number of hours in the employee's normal workweek.

### **58.12 Vacation and Sick Leave Administration**

- (a) For the purposes of administration of clauses 58.10 and 58.11, where an employee does not work the same number of hours each week, the normal workweek shall be the weekly average of the hours worked at the straight-time rate 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.

### 58.13 Bereavement Leave

Notwithstanding clause 58.02, there shall be no prorating of a "day" in Article 47, Bereavement Leave with Pay.

### 58.14 Severance Pay

Notwithstanding the provisions of Article 59, Severance Pay, of this Agreement, where the period of continuous employment in respect of which 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.

**58.15** Work performed by part-time employees on days other than their assigned working days, up to a maximum of 7.5 hours per day, will be paid at the straight-time rate. Upon request of an employee, and with the approval of the Employer, compensation under this clause may be granted in compensatory leave with pay.

## PART VII - PAY AND DURATION

### ARTICLE 59 SEVERANCE PAY

**59.01** Under the following circumstances and subject to clause 59.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which he or she is entitled for the classification prescribed in his or her certificate of appointment on the date of his or her termination of employment.

#### (a) Lay-off

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

#### (b) Resignation

On resignation, subject to paragraph 59.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

### **(c) Rejection on Probation**

On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay.

### **(d) Retirement**

- (i) On retirement, when an employee is entitled to an immediate annuity under the Public Service Superannuation Act or when the employee is entitled to an immediate annual allowance, under the Public Service Superannuation Act,

or

- (ii) a part-time employee, who regularly works more than thirteen and one-half (13 1/2) but less than thirty (30) hours a week, and who, if he or she were a contributor under the **Public** Service Superannuation Act, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if he or she were a contributor under the Public Service Superannuation Act,

a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay.

### **(e) Death**

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

### **(9) Termination for Cause for Reasons of Incapacity or Incompetence**

- (i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to Section 11(2)(g) of the Financial Administration Act, one 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 reason of termination for cause for reasons of incompetence pursuant to Section 11(2)(g) of the Financial Administration Act, one week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

**59.02** Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause 59.01 be pyramided.

### **59.03 Appointment to a another organization in the Public Service**

Notwithstanding paragraph 59.01(b), an employee who resigns to accept an appointment with another organization in the Public Service may choose not to be paid severance pay, provided that the appointing organization will accept the employee's service with the OAG and eligible service with previous Public Service Employers for its severance pay entitlements in that Organization.

**\*59.04** An employee who resigns or retires in the last six months of the calendar year, may elect to defer receipt of any portion of his or her severance pay, up to and including the full amount, to a date within the first six weeks of the following calendar year.

The deferred payment will be deemed, for the purposes of re-employment with the public service, to be received on the employee's last day of work.

## **ARTICLE 60 PAY ADMINISTRATION**

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

**60.02** 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.

### **60.03**

(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 commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day this 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 9 of this Agreement during the retroactive period;

- (iii) rates of pay shall be paid in an amount equal to what would have been paid had this Agreement been signed or an arbitral award rendered therefore on the effective date of the revision in rates of pay;
- (iv) in order for former employees or, in the case of death, for the former employees' representatives to receive payment in accordance with subparagraphs (b)(iii), the Employer shall notify, by registered mail, such individuals at their last known address that they have 30 days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment ceases;
- (v) no payment or no notification shall be made pursuant to paragraph 60.03(b) for one dollar or less.

**60.04** Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first and the resulting rate shall be revised in accordance with the pay revision.

**60.05** This Article is subject to the Memorandum of Understanding signed by the Treasury Board of Canada and the PSAC dated February 9, 1982 in respect of red-circled employees.

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

#### **60.07 - ACTING**

- (a) When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least three (3) consecutive working days or shifts, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.
- (b) When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.

**60.08** When the regular pay day for an employee falls on his or her day of rest, every effort shall be made to issue his or her cheque on his or her last working day, provided it is available at his or her regular place of work.

### **ARTICLE 61 AGREEMENT RE-OPENER**

**61.01** This Agreement may be amended by mutual consent.

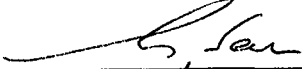
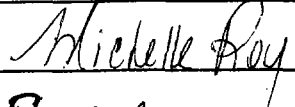

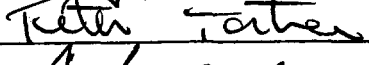
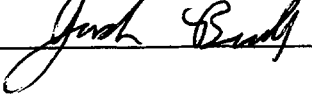
**ARTICLE 62  
DURATION**

**62.01** This Agreement shall expire on March 31, 2006.

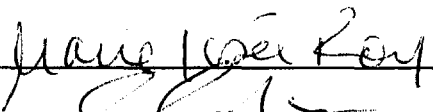
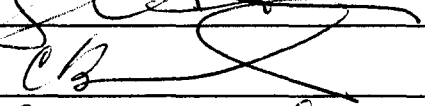
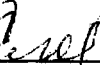
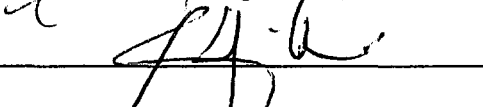
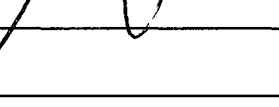
**62.02** Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is signed.

Signed at Ottawa, this 9<sup>th</sup> day of the month of November 2005.

**THE OFFICE OF THE AUDITOR  
GENERAL OF CANADA**

  
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**THE PUBLIC SERVICE PSAC OF CANADA**

  
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## Appendix A

### ASG – AUDIT SERVICES GROUP Annual Rates of Pay (in dollars)

- \$ - Effective April 1, 2002
- A - Effective April 1, 2003 - Economic Increase- 2.5%
- X - Effective March 31, 2004 - Scale Adjustment
- B - Effective April 1, 2004 - Economic Increase- 2.25%
- C - Effective April 1, 2005 - economic Increase - 2.4%

	Minimum	Maximum	Increment
<b>ASG-1</b>			
\$ -	\$28,894	\$35,563	\$1,000
A -	\$29,617	\$36,453	\$1,000
X -	\$30,217	\$37,053	
B -	\$30,897	\$37,887	\$1,200
C -	\$31,639	\$38,797	\$1,200
<b>ASG-2</b>			
\$ -	\$34,451	\$43,341	\$1,200
A -	\$35,313	\$44,425	\$1,200
X -	\$36,063	\$45,175	
B -	\$36,875	\$46,192	\$1,500
C -	\$37,760	\$47,301	\$1,500
<b>ASG-3</b>			
\$ -	\$39,452	\$48,343	\$1,500
A -	\$40,439	\$49,552	\$1,500
X -	\$41,439	\$50,552	
B -	\$42,372	\$51,690	\$1,700
C -	\$43,389	\$52,931	\$1,700
<b>ASG-4</b>			
\$ -	\$46,125	\$56,990	\$1,800
A -	\$47,279	\$58,415	\$1,800
X -	\$48,329	\$59,465	
B -	\$49,417	\$60,803	\$2,100
C -	\$50,604	\$62,263	\$2,100

**ASG-5**

\$ -	\$54,325	\$66,933	\$2,300
A -	\$55,684	\$68,607	\$2,300
X -	\$56,934	\$69,857	
B -	\$58,216	\$71,429	\$2,500
C -	\$59,614	\$73,144	\$2,500

**ASG-6**

\$ -	\$63,550	\$76,875	\$2,800
A -	\$65,139	\$78,797	\$2,800
X -	\$66,539	\$80,197	
B -	\$68,037	\$82,002	\$2,800
C -	\$69,670	\$83,971	\$2,800

**Pay Notes**

1. Effective 1 April 2003, all members of the bargaining unit shall receive an economic increase of 2.5%

2. Effective 1 April 2004, all members of the bargaining unit shall receive an economic increase of 2.25%

3. Effective 1 April 2005, all members of the bargaining unit shall receive an economic increase of 2.4%

4. Employees who have been at the maximum rate of pay for their level for twelve months or more as of March 31, 2004 will move to the new maximum rate of pay on the March 31, 2004 line.

5. Increments are a fixed amount and are added to current pay, up to the range maximum.

6. The pay increment date for full-time and part-time employees appointed to a position in the bargaining unit on promotion, demotion or from outside the OAG shall be the annual anniversary date of such appointment.



## Appendix B Grievance Procedure

Employees who wish to present a grievance should complete a grievance form and submit this form to his/her immediate supervisor who is responsible for acknowledging receipt and, if applicable, forwarding the grievance to the appropriate level in the grievance procedure.

The grievance transmittal form shall be used when the grievance is submitted at subsequent levels of the grievance procedure.

<b>LEVELS OF THE GRIEVANCE PROCEDURE</b>	
<b>Audit Operations Branch and CESD</b>	<b>Corporate Services Branch, Executive Office and Legal Services</b>
<b>Direction des Pratiques de la vérification et la CEDD</b>	<b>Services Corporatifs, Bureau de Direction et Services juridiques</b>
<b>STEP 2 / 2<sup>ème</sup> PALIER<sup>2</sup></b>	
Managers/ Gestionnaires (ASG-6)	
Assistant Auditor General/Vérificateurs généraux adjoints	Principals/ Principaux (ASG -8/8A)
Commissioner of the Environment and Sustainable Development/Commissaire à l'environnement et au développement durable	Chief, Legal Services/Chef des services juridiques
<b>STEP 3 / 3<sup>ème</sup> PALIER</b>	
Auditor General, Vérificateur général	Auditor General/Vérificateur général
Or designate/ ou représentant	Or designate/ ou représentant

<sup>1</sup> Grievance transmitted at the next applicable level if *grievor* reports at a higher level in the organization/Le grief est reporté au prochain palier approprié si l'employé se rapporte à un échelon plus élevé de l'organisation.

<sup>2</sup> Grievance transmitted at the next applicable level in the grievance procedure if this organizational level is not present/Le grief sera transmis automatiquement au prochain niveau si le niveau organisationnel n'existe pas.

## **Appendix C**

### **Memorandum of Understanding**

The parties recognize that Bill C-25, the Public Service Modernization Act (PSMA) which received Royal Assent in November 2003, is expected to be proclaimed into law during the life of the collective agreement.

It is also recognized that the provisions of the PSMA may modify certain aspects of the grievance procedure set out in Article 18. Upon proclamation of the PSMA, the PSAC or the Employer may provide written notice to meet to discuss amendments to Article 18. Any amendments will be intended to bring the ASG & APG collective agreements into harmony with the PSMA in the three specific areas listed below:

- (i) language providing for group grievances
- (ii) language providing for policy grievances
- (iii) language providing for grievances on subjects that could also be addressed to the Canadian Human Rights Commission.

The parties will meet within 30 days of receipt of the written notice.

The Memorandum of Understanding shall form part of the Collective Agreement.

## **Appendix D**

### **Letter of Understanding**

The parties agree that, in the event that the upcoming round of negotiations between Treasury Board and the Public Service Alliance of Canada produces improvements to articles related to vacation leave, the contract will be re-opened and Article 30 will be amended to match those improvements. Upon written notice by either party, the PSAC and the Employer shall meet within 30 days for this purpose.

## Appendix E

### Letter of Understanding

**The parties agree that employees performing library services and who were previously covered under the AP contract are entitled to accumulate vacation leave credits at the following rate:**

For each calendar month in which an employee has earned at least ten (10) days' pay, the employee shall earn vacation leave credits at the rate of:

- (a) 1.25 days until the month in which the anniversary of the employee's seventh (7<sup>th</sup>) year of service occurs;
- (b) 1.67 days commencing with the month in which the employee's seventh (7<sup>th</sup>) anniversary of service occurs;
- (c) 2.09 days commencing with the month in which the employee's seventeenth (17<sup>th</sup>) anniversary of service occurs;
- (d) 2.25 days commencing with the month in which the employee's twenty-seventh (27<sup>th</sup>) anniversary of service occurs;
- (e) 2.50 days commencing with the month in which the employee's twenty-eighth (28<sup>th</sup>) anniversary of service occurs;