



Treasury Board of Canada
Secretariat

Secrétariat du Conseil du Trésor
du Canada

Law Enforcement Support and Police Operations Support (LES-PO)

Agreement Between the Treasury Board and the Canadian Union of Public Employees, Local 104

**Group: Law Enforcement Support and Police Operations Support Group
(All Employees)**

Expiry date: December 31, 2025

This agreement covers the following group(s):

Code	Group
608	Police Operations Support (PO-IMA and PO-TCO)
450	Law Enforcement Support (LES-IM and LES-TO)

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Employee Relations and Total Compensation
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Part I: general

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 Union and the employees and to set forth herein certain terms and conditions of employment for the employees in the bargaining unit.

1.02 The purpose of this collective agreement is to establish, within the framework provided by law, orderly and efficient labour relations between the Employer, the Union, and employees and to define working conditions aimed at promoting the safety and well-being of employees.

1.03 The parties to this agreement also share the goal that the people of Canada will be well and efficiently served.

Article 2: interpretation and definitions

2.01 For the purpose of this agreement:

“allowance” (indemnité)

means compensation payable for the performance of special or additional duties.

“alternate provision” (disposition de dérogation)

means a provision of this agreement which may only have application to certain employees.

“bargaining unit” (unité de négociation)

means the employees of the Employer in the group described in Article 8: recognition.

“certificate of appointment” (certificat de nomination)

means the substantive position to which the employee is appointed unless otherwise specified in the collective agreement.

“common-law partner” (conjoint de fait)

means a person cohabiting in a conjugal relationship with an employee for a continuous period of at least one (1) year.

“compensatory leave” (congé compensateur)

means leave with pay in lieu of payment for overtime, work performed on a designated paid holiday, travelling time compensated at overtime rate, call-back, reporting pay and standby 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.

“continuous employment” (emploi continu)

has the same meaning as specified in the existing *Directive on Terms and Conditions of Employment* of the Employer.

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

means a full-time employee's weekly rate of pay divided by five (5).

“day” (jour)

means a twenty-four (24) hour period commencing at 00:01 hours.

“day of rest” (jour de repos)

in relation to a full-time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of their position other than by reason of the employee being on leave or absent from duty without permission.

“double time” (tarif double)

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

“employee” (employé)

means a person so defined in the *Federal Public Sector Labour Relations Act* and who is a member of the bargaining unit specified in Article 8: recognition.

“Employer” (Employeur)

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

“family” (famille)

except where otherwise specified in this agreement, means father, mother (or, alternatively, stepfather, stepmother, or foster parent), brother, sister, stepsister, stepbrother, spouse (including common-law partner resident with the employee), child (including child of common-law partner), stepchild, foster child or ward of the employee, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, the employee's grandparents, and any relative permanently residing in the employee's household or with whom the employee permanently resides.

“holiday” (jour férié) means:

- a. the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in this agreement;
- b. for the purpose of administration of a shift that does not commence and end on the same day, the shift shall be deemed to have been entirely worked on the day it began.

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

means a full-time employee’s weekly rate of pay divided by thirty-seven decimal five (37.5).

“layoff” (mise en disponibilité)

means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function.

“leave” (congé)

means authorized absence from duty by an employee during their regular or normal hours of work.

“membership dues” (cotisations syndicales)

means the dues established pursuant to the bylaws of the Union as the dues payable by its members as a consequence of their membership in the Union, and shall not include any initiation fee, insurance premium, or special levy.

“overtime” (heures supplémentaires) means:

- a. in the case of a full-time employee, authorized work in excess of the employee’s scheduled hours of work,
or
- b. in the case of a part-time employee, authorized work in excess of seven decimal five (7.5) hours per day or thirty-seven decimal five (37.5) hours per week, but does not include time worked on a holiday,
or
- c. in the case of a part-time employee whose normal scheduled hours of work are in excess of seven decimal five (7.5) hours per day in accordance with the variable hours of work provisions (clauses 22.14 to 22.17), authorized work in excess of those normal scheduled daily hours or an average of thirty-seven decimal five (37.5) hours per week.

“remuneration” (rémunération)

means pay and allowances.

“spouse” (époux)

will, when required, be interpreted to include “common-law partner” except, for the purposes of the Foreign Service Directives, the definition of “spouse” will remain as specified in *Directive 2* of the Foreign Service Directives.

“straight-time rate” (tarif normal)

means the employee’s hourly rate of pay.

“time and one half” (tarif et demi)

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

“time and three quarters” (tarif et trois quarts)

means one and three quarters (1 3/4) times the employee’s hourly rate of pay.

“Union” (Syndicat)

means the Canadian Union of Public Employees, Local 104 – Syndicat canadien de la fonction publique (SCFP), section locale 104.

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

means an employee’s annual rate of pay divided by fifty-two decimal one seven six (52.176).

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

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

Article 3: application

3.01 The provisions of this agreement apply to the Union, the employees and the Employer.

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

3.03 In this agreement, expressions referring to employee or the masculine or feminine gender are meant for all employees, regardless of gender.

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 covered by this agreement, renders null and void any provision of this agreement, the remaining provisions of the agreement shall remain in effect for the term of the agreement.

5.02 The collective agreement shall have precedence over directives and policies.

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 public service.

6.02 The parties will act reasonably, in good faith, and not arbitrarily in administering this agreement.

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, and as amended from time to time, will form part of this collective agreement, subject to the *Federal Public Sector Labour Relations Act* (FPSLRA) and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any act specified in section 113(b) of the FPSLRA.

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 Chairperson of the Federal Public Sector Labour Relations and Employment Board has made a ruling pursuant to clause (c) of the NJC Memorandum of Understanding which became effective December 6, 1978, and as amended from time to time.

7.03

- a. The following directives, 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 agreement. The list may also be found at <https://www.njc-cnm.gc.ca/>.

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

Work Force Adjustment Directive (this directive applies to the PO-TCO and PO-IMA groups only)

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

7.04 Grievances in regard to the above directives shall be filed in accordance with clause 15.01 or 16.01 grievance procedure.

Part II: Union security and staff relations matters

Article 8: recognition

8.01 The Employer recognizes the Canadian Union of Public Employees (CUPE), Local 104, as the exclusive bargaining agent for employees of the Employer described in the certificate issued by the Federal Public Sector Labour Relations and Employment Board on June 24, 2022, covering all employees of the Intercept Monitoring and Telecommunications Operations subgroups of the Law Enforcement Support Group and in the Police Operations Support group.

Article 9: information

9.01 The Employer agrees to supply the Union each quarter with the name, division, posting, group and level of each employee of the bargaining unit.

9.02 The Employer agrees to provide each employee with access to the electronic version of the collective agreement. Where electronic access to the agreement is unavailable or impractical, the Employer will provide a printed copy of the agreement to the employee upon request.

Article 10: check-off

10.01 Subject to the provisions of this article, the Employer will deduct the amount of Union dues set by the Union from the pay of each employee in the bargaining unit. Where an employee does not have sufficient earnings in respect of any pay period to permit deductions made under this article, the Employer shall not be obligated to make such deduction from subsequent salary.

10.02 The Union shall inform the Employer in writing of the authorized biweekly deductions. The Employer will implement subsequent changes within ninety (90) days of receiving notice of such change.

10.03 Deductions from the pay for each employee will start with the first (1st) full calendar month of employment to the extent that earnings are available.

10.04 An employee who satisfies the Union to the extent that they declare in an affidavit that they are a member of a religious organization whose doctrine prevents them as a matter of conscience from making financial contributions to an employee organization and that they will make contributions to a charitable organization registered pursuant to the *Income Tax Act*, equal to dues, shall not be subject to this article, provided that the affidavit submitted by the employee

is countersigned by an official representative of the religious organization involved. The Union will inform the Employer accordingly.

10.05 The amounts deducted in accordance with Article 10.01 shall be remitted to the National Secretary Treasurer of CUPE National by electronic payment within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee, regular wages earned, and the deductions made on the employee's behalf.

10.06 The Union 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 11: use of Employer facilities

11.01 Reasonable space on bulletin boards in convenient locations determined by the Employer and the Union, including electronic bulletin boards where available, will be made available to the Union for the posting of official Union notices. The Union shall endeavour to avoid requests for the 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 Union, including the names of Union representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

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

11.03 A duly accredited representative of the Union may be permitted access to the Employer's premises, to assist in the resolution of a complaint or grievance, to attend meetings called by management, meeting with a member of the Union, or attending a general assembly of the Union. Permission to enter the premises shall, in each case, be obtained from the Employer. Such permission shall not be unreasonably withheld.

11.04 The Union shall provide the Employer a list of such Union representatives and shall advise promptly of any change made to the list.

11.05

- a. Subject to the availability of appropriate facilities, the Union may hold general meetings of the local membership on departmental premises. The location, date and duration of such meetings shall require the prior approval of the deputy head or their delegate, if possible seven (7) days before said meeting is held.
- b. This clause does not entitle an employee to attend such meetings during their scheduled hours of work.
- c. Once the Union has the right to strike, it cannot hold meetings on Employer premises.

11.06 The Employer will ensure a hyperlink to the Union's website from its intranet (i.e., RCMP Infoweb).

Article 12: employee representatives

12.01 The Employer acknowledges the right of the Union to appoint or otherwise select employees as representatives.

12.02 The Union shall determine the jurisdiction of each representative.

12.03 The Union shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 12.02.

12.04 A representative shall obtain the permission of their immediate supervisor before leaving work to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such requests shall not be unreasonably denied. Upon the resumption of the normal duties of the representative, they shall report back to the supervisor, where practicable.

12.05 Where practicable, when management requests the presence of a Union representative at a meeting, such request will be communicated to the employee's supervisor.

12.06 An employee shall not suffer any loss of pay when permitted to leave their work under paragraph 12.04.

12.07 The Union will have the opportunity to have an employee representative introduced to new employees as part of the Employer's formal orientation programs, where they exist.

Article 13: leave with or without pay for Union business

Complaints made to the Federal Public Sector Labour Relations and Employment Board Pursuant to section 190(1) of the *Federal Public Sector Labour Relations Act*

13.01 When operational requirements permit, in cases of complaints made to the Federal Public Sector Labour Relations and Employment Board pursuant to section 190(1) of the *Federal Public Sector Labour Relations Act* alleging a breach of sections 157, 186(1)(a), 186(1)(b), 186(2)(a)(i), 186(2)(b), 187, 188(a) or 189(1), of the *Federal Public Service Labour Relations Act*, the Employer will grant leave with pay:

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

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

13.02 Subject to clause 13.15, the Employer will grant leave without pay:

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

13.03 The Employer will grant leave with pay:

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

Arbitration board hearings, Public Interest Commission hearings, and alternate dispute resolution process

13.04 When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Union before an Arbitration Board, Public Interest Commission, or in an alternate dispute resolution process.

13.05 The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board, Public Interest Commission, or in an alternate dispute resolution process and, when operational requirements permit, leave with pay to an employee called as a witness by the Union.

Adjudication

13.06 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 an adjudication,
and
- c. a witness called by an employee who is a party to an adjudication.

Meetings during the grievance process

13.07 Where an employee representative wishes to discuss a grievance with an employee who has asked or is obliged to be represented by the Union in relation to the presentation of their 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.

13.08 Subject to operational requirements:

- a. when the Employer originates a meeting with a grievor in their headquarters area, they will be granted leave with pay and “on duty” status when the meeting is held outside the grievor’s headquarters area,
and
- b. when a grievor seeks to meet with the Employer, they will be granted leave with pay when the meeting is held in their headquarters area and leave without pay when the meeting is held outside their headquarters area,
and
- c. when an employee representative attends a meeting referred to in this clause, they will be granted leave with pay when the meeting is held in their headquarters area and leave without pay when the meeting is held outside their headquarters area.

Contract negotiation meetings

13.09 Subject to operational requirements and to clause 13.15, the Employer will grant leave without pay to a reasonable number of employees who attend contract negotiation meetings on behalf of the Union.

Preparatory contract negotiation meetings

13.10 Subject to operational requirements and to clause 13.15, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings.

Meetings between the Union and the Employer not otherwise specified in this article

13.11 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 Union.

13.12 Subject to operational requirements and to clause 13.15, the Employer shall grant leave without pay to a reasonable number of employees to attend CUPE conventions, CUPE National Sector meetings, as well as to employees to attend the convention of the Canadian Labour Congress to which the Union is affiliated.

Representatives’ training courses

13.13 Subject to operational requirements and to clause 13.15, the Employer will grant leave without pay to employees who exercise the authority of a representative on behalf of the Union to undertake training related to the duties of a representative.

Leave without pay for election to a Union office

13.14 The Employer will grant leave without pay to an employee who is elected as a full-time official of the Union within one (1) month after notice is given to the Employer of such election. The duration of such leave shall be for the period the employee holds such office.

Cost recovery for granting leave with pay for Union business

13.15 Leave granted to an employee under 13.02, 13.09, 13.10, 13.12 and 13.13 will be leave with pay for a total cumulative maximum period of three (3) months leave per fiscal year and the Union will reimburse the Employer for the salary and benefit costs of the employee during the period of approved leave with pay according to the terms established by joint agreement in Appendix C.

- a. Leave taken in excess of the above in a fiscal year continues to be approved pursuant to the relevant clauses and is taken as leave without pay subject to the approval threshold of the clauses.

Article 14: discipline

Alternate provision

This article applies to employees in the PO-IMA and PO-TCO groups only.

14.01 When an employee is suspended from duty or terminated in accordance with paragraph 12(1)(c) of the *Financial Administration Act*, the Employer shall notify the employee in writing of the reason for such suspension or termination. The Employer shall endeavour to give such notification beforehand or at the time of suspension or termination.

14.02 When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning them or to render a disciplinary decision concerning them, the employee is entitled to have, at their request, a representative of the Union attend the meeting. Where practicable, the employee shall receive a minimum of two (2) days' notice of such a meeting.

14.03 The Employer shall notify the local representative of the Union as soon as possible that such suspension or termination has occurred.

14.04 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.

14.05 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. This period will automatically be extended by the length of any single period of leave without pay in excess of six (6) months.

Article 15: grievance procedure for the PO-TCO and PO-IMA groups

Alternate provision

This article applies to the PO-TCO and PO-IMA groups only. For greater clarity, it does not apply to the LES-TO and LES-IM groups.

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

Individual grievances

15.02 Subject to and as provided in section 208 of the *Federal Public Sector Labour Relations Act*, an employee may present an individual grievance to the Employer if they feel aggrieved:

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

Group grievances

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

- a. In order to present a group grievance, the Union must first obtain the written consent of each of the employees concerned.
- b. A group grievance shall not be deemed to be invalid by reason only of the fact that the consent is not in accordance with Form 19.
- c. A group grievance must relate to employees in a single portion of the Federal Public Administration.

Policy grievances

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

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

Grievance procedure

15.05 For the purposes of this article, a grievor is an employee or, in the case of a group grievance, the grievor is the Union, or in the case of a policy grievance, the grievor can be the Employer or the Union.

15.06 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause a grievor to abandon a grievance or refrain from exercising the right to present a grievance, as provided in this collective agreement.

15.07 The parties recognize the value of informal discussion between employees and their supervisors and between the Union and the Employer to the end that problems might be resolved without recourse to a formal grievance. When notice is given that an employee or the Union, within the time limits prescribed in clause 15.15, wishes to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.

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

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

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

15.10 Subject to and as provided for in the *Federal Public Sector Labour Relations Act*, a grievor who feels treated unjustly or aggrieved by an action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 15.08, except that:

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

15.11 For individual grievances and group grievances, there shall be no more than a maximum of three (3) levels in the grievance procedure. These levels shall be as follows:

- a. level 1: first level of management;
- b. level 2: intermediate level of management;

- c. final level: Commissioner or an authorized representative;

No Employer representative may hear the same grievance at more than one level in the grievance procedure.

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

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

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

15.15 A grievor may present a grievance to the first level of the procedure in the manner prescribed in clause 15.08, not later than the twenty-fifth (25th) day after the date on which the grievor is notified or on which the grievor first becomes aware of the action or circumstances giving rise to the grievance. The Employer may present a policy grievance in the manner prescribed in clause 15.04 not later than the twenty-fifth (25th) day after the date on which the Employer is notified orally or in writing or on which the Employer first becomes aware of the action or circumstances giving rise to the policy grievance.

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

- a. where the decision or settlement is not satisfactory to the grievor, within ten (10) days after that decision or settlement has been conveyed in writing to the grievor by the Employer,
or
- b. where the Employer has not conveyed a decision to the grievor within the time prescribed in clause 15.17, within fifteen (15) days after presentation by the grievor of the grievance at the previous level.

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

15.18 Where an employee has been represented by the Union in the presentation of the employee's grievance, the Employer will provide the appropriate representative of the Union 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.

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

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

15.21 Where the provisions of clause 15.08 cannot be complied with and it is necessary to present a grievance or receipt 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 or the grievor on the day it is delivered to the appropriate office of the RCMP or the address shown on the grievance form. Similarly, the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present the grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

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

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

15.24 Where the Employer demotes or terminates an employee for cause pursuant to paragraph 12(1)(c), (d) or (e) of the *Financial Administration Act*, the grievance procedure set forth in this agreement shall apply except that the grievance shall be presented at the final level only.

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

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

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

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

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

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

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

Expedited adjudication

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

- a. At the request of either party, a grievance that has been referred to adjudication may be dealt with through expedited adjudication with the consent of both parties.
- b. When the parties agree that a particular grievance will proceed through expedited adjudication, the Union will submit to the FPSLREB the consent form signed by the grievor or the bargaining agent.
- c. The parties may proceed with or without an Agreed Statement of Facts. When the parties arrive at an Agreed Statement of Facts it will be submitted to the FPSLREB or to the Adjudicator at the hearing.
- d. No witnesses will testify.
- e. The parties agree to jointly request that each expedited adjudication session take place in Ottawa unless the parties and the FPSLREB agree otherwise. The cases will be scheduled jointly by the parties and the FPSLREB and will appear on the FPSLREB schedule.
- f. The Adjudicator will make an oral determination at the hearing, which will be recorded and initialled by the representatives of the parties. This will be confirmed in a written determination to be issued by the Adjudicator as soon as possible following the hearing. The parties may, at the request of the Adjudicator, vary the above conditions in a particular case.
- g. The Adjudicator's determination will be final and binding on all the parties but will not constitute a precedent. The parties agree not to refer the determination to the Federal Court of Appeal.

Article 16: grievance procedure for the LES-TO and LES-IM groups

Alternate provision

This article applies to the LES-TO and LES-IM groups only. For greater clarity, it does not apply to the PO-TCO and PO-IMA groups.

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

Individual grievances

16.02 Subject to and as provided in section 238.24 of the *Federal Public Sector Labour Relations Act*, an employee may present an individual grievance to the Employer if they feel aggrieved by the interpretation or application, in respect of the employee, of a provision of a collective agreement or arbitral award.

Group grievances

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

- a. In order to present a group grievance, the Union must first obtain the written consent of each of the employees concerned.
- b. A group grievance shall not be deemed to be invalid by reason only of the fact that the consent is not in accordance with Form 19.
- c. A group grievance must relate to employees in a single portion of the Federal Public Administration.

Policy grievances

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

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

Grievance procedure

16.05 For the purposes of this article, a grievor is an employee or, in the case of a group grievance, the grievor is the Union, or in the case of a policy grievance, the grievor can be the Employer or the Union.

16.06 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause a grievor to abandon a grievance or refrain from exercising the right to present a grievance, as provided in this collective agreement.

16.07 The parties recognize the value of informal discussion between employees and their supervisors and between the Union and the Employer to the end that problems might be resolved without recourse to a formal grievance. When notice is given that an employee or the Union, within the time limits prescribed in clause 16.15, wishes to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.

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

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

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

16.10 Subject to, and as provided for in, the *Federal Public Sector Labour Relations Act*, a grievor who feels treated unjustly or aggrieved by an action or lack of action by the Employer in the interpretation or application of this collective agreement or of an arbitral award is entitled to present a grievance in the manner prescribed in clause 16.08, except that:

- a. where there is another administrative procedure provided by or under any act of Parliament to deal with the grievor's specific complaint such procedure must be followed,
and
- b. an employee is not entitled to present the grievance unless they have the approval of and are represented by the Union.

16.11 For individual grievances and group grievances, there shall be no more than a maximum of three (3) levels in the grievance procedure. These levels shall be as follows:

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

No Employer representative may hear the same grievance at more than one level in the grievance procedure.

16.12 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so

designated together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented.

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

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

16.15 A grievor may present a grievance to the first level of the procedure in the manner prescribed in clause 16.08, not later than the twenty-fifth (25th) day after the date on which the grievor is notified or on which the grievor first becomes aware of the action or circumstances giving rise to the grievance. The Employer may present a policy grievance in the manner prescribed in clause 16.04 not later than the twenty-fifth (25th) day after the date on which the Employer is notified orally or in writing or on which the Employer first becomes aware of the action or circumstances giving rise to the policy grievance.

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

- a. where the decision or settlement is not satisfactory to the grievor, within ten (10) days after that decision or settlement has been conveyed in writing to the grievor by the Employer,
- or
- b. where the Employer has not conveyed a decision to the grievor within the time prescribed in clause 16.17, within fifteen (15) days after presentation by the grievor of the grievance at the previous level.

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

16.18 The Employer will provide the appropriate representative of the Union 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.

16.19 Clause intentionally left blank to permit symmetry of clause numbers in Articles 15 and 16.

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

16.21 Where the provisions of clause 16.08 cannot be complied with and it is necessary to present a grievance or receipt 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 or the grievor on the day it is delivered to the appropriate office of the RCMP or the address shown on the grievance form. Similarly, the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present the grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

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

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

16.24 Clause intentionally left blank to permit symmetry of clause numbers in Articles 15 and 16.

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

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

16.27 Where a grievance has been presented up to and including the final level in the grievance procedure with respect to the interpretation or application of a provision of this collective agreement or related arbitral award and the grievance has not been dealt with to the grievor's satisfaction, it may be referred to adjudication in accordance with the provisions of the *Federal Public Sector Labour Relations Act* and Regulations.

16.28 The grievor is not entitled to refer the grievance to adjudication unless the Union signifies:

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

Expedited adjudication

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

- a. At the request of either party, a grievance that has been referred to adjudication may be dealt with through expedited adjudication with the consent of both parties.

- b. When the parties agree that a particular grievance will proceed through expedited adjudication, the Union will submit to the FPSLREB the consent form signed by the grievor or the bargaining agent.
- c. The parties may proceed with or without an Agreed Statement of Facts. When the parties arrive at an Agreed Statement of Facts it will be submitted to the FPSLREB or to the Adjudicator at the hearing.
- d. No witnesses will testify.
- e. The parties agree to jointly request that each expedited adjudication session take place in Ottawa unless the parties and the FPSLREB agree otherwise. The cases will be scheduled jointly by the parties and the FPSLREB and will appear on the FPSLREB schedule.
- f. The Adjudicator will make an oral determination at the hearing, which will be recorded and initialled by the representatives of the parties. This will be confirmed in a written determination to be issued by the Adjudicator as soon as possible following the hearing. The parties may, at the request of the Adjudicator, vary the above conditions in a particular case.
- g. The Adjudicator's determination will be final and binding on all the parties but will not constitute a precedent. The parties agree not to refer the determination to the Federal Court of Appeal.

Article 17: no discrimination

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

17.02

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

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

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

Article 18: sexual harassment

18.01 The Union and the Employer recognize the right of employees to work in an environment

free from sexual harassment and agree that sexual harassment will not be tolerated in the workplace.

18.02

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

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

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

Article 19: joint consultation

19.01 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.

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

19.03 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.

19.04 Without prejudice to the position the Employer or the Union 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 20: health and safety

20.01 The Employer recognizes its occupational health and safety responsibilities in accordance with the *Canada Labour Code*, Part II, and all regulations flowing from the Code.

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

Article 21: technological change

21.01 Where, as a result of technological change, the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, the National Joint Council *Workforce Adjustment Directive* will apply. In all other cases the following clauses will apply.

21.02 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.

21.03 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.

21.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than ninety (90) days’ written notice to the Union 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.

21.05 The written notice provided for in clause 21.04 will provide the following information:

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

21.06 As soon as reasonably practicable after notice is given under clause 21.04, the Employer shall consult with the Union concerning the effects of the technological change referred to in clause 21.04 on each group of employees. Such consultation will include but not necessarily be limited to the following:

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

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

Part III: working conditions

Article 22: hours of work

General

22.01 For the purpose of this article:

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

22.02 Nothing in this article shall be construed as guaranteeing minimum or maximum hours of work.

22.03

- a. 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.
- b. The Employer shall provide an unpaid meal break of a minimum of thirty (30) minutes per full working day, normally at the midpoint of the working day.
- c. 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 meal period in accordance with the applicable overtime provisions.

Shift work

22.04 For employees who work on a rotating or irregular basis:

- a. Normal hours of work shall be scheduled so that employees work:
 - i. an average of thirty-seven decimal five (37.5) hours per week and an average of five (5) days per week;
 - and
 - ii. seven decimal five (7.5) hours per day.
- b. The Employer shall make every reasonable effort to schedule a meal break of one half (1/2) hour during each full shift which shall not constitute part of the work period. Such meal break shall be scheduled as close as possible to the midpoint of the shift, unless an alternate arrangement is agreed to at the appropriate level between the Employer and the employee.
 - i. If an employee is not given a meal break scheduled in advance, all time from the commencement to the termination of the employee's full shift shall be deemed time worked.

- c. Where an employee's scheduled shift does not commence and end on the same day, the shift shall be considered for all purposes to have been entirely worked on the day it began.
- d. Every reasonable effort shall be made by the Employer:
 - i. not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift;
 - ii. to avoid excessive fluctuations in hours of work and to minimize changes to an employee's days of rest;
 - iii. to arrange shifts over a period of time not exceeding fifty-six (56) days and to post schedules at least twenty-eight (28) days in advance of the starting date of the new schedule;
 - iv. to grant an employee a minimum of two (2) consecutive days of rest.
- e. Notwithstanding the provisions in this article, it may be necessary for the Employer to implement work schedules that differ from those specified in this clause for operational requirements. Employees are then subject to the variable hours of work provisions established in clauses 22.14 to 22.17.

22.05 Notice of change of schedule for shift workers

If an employee is given less than seventy-two (72) hours advance notice of a change in their shift schedule, the employee will receive a premium rate of time and one half (1 1/2) for work performed on the first shift changed. Subsequent shifts worked on the new schedule shall be paid for at straight time. Such employee shall retain their previously scheduled days of rest next following the change or if worked, such days of rest shall be compensated in accordance with the overtime provisions of this collective agreement.

22.06 Shift exchanges

- a. Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.
- b. On an approved exchange of shifts between employees, the Employer shall administer the shift schedule as if no exchange had occurred.
- c. Premiums and allowances will be paid to the employee who works the shift attracting such premium or allowance.

22.07 Except in emergency situations, before the Employer changes day workers into shift workers, or changes shift workers into day workers, the Employer, in advance, will consult with the Union on such hours of work, and in such consultation, will show that such hours are required to meet the needs of the public and/or efficient operations.

Day work

22.08 Except as provided for in clauses 22.10 and 22.11:

- a. the normal workweek shall be thirty-seven decimal five (37.5) hours from Monday to Friday inclusive;

and

- b. the normal workday shall be seven decimal five (7.5) consecutive hours, exclusive of a lunch period, between the hours of 06:00 and 18:00.

22.09 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.

22.10 Flexible hours

Subject to operational requirements, an employee on day work shall have the right to select and request flexible hours between 06:00 and 18:00 and such request shall not be unreasonably denied.

22.11 Variable hours

- a. Notwithstanding the provisions of clause 22.08, upon request of an employee and with 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 decimal five (37.5) 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 workday for the employee.
- c. Employees covered by this clause shall be subject to the variable hours of work provisions established in clauses 22.14 to 22.17.

22.12

- a. Notwithstanding the provisions in this article, it may be necessary for the Employer to implement work schedules that differ from those specified in this clause for operational requirements.
- b. It is understood by the parties that this clause will not be applicable in respect of employees whose workweek is less than thirty-seven decimal five (37.5) hours per week.

22.13 An employee on day work whose hours of work are changed to extend before or beyond the stipulated hours of 06:00 and 18:00, as provided in paragraph 22.08(b), and who has not received at least seventy-two (72) hours' notice in advance of the starting time of such change shall be paid for the first (1st) day or shift worked subsequent to such change at the rate of time and one half (1 1/2) for the first seven decimal five (7.5) hours and double (2) time thereafter. Subsequent days or shifts worked on the revised hours shall be paid for at straight-time rate, subject to Article 25: overtime.

Terms and conditions governing the administration of variable hours of work for day and shift workers

22.14 The terms and conditions governing the administration of variable hours of work implemented pursuant to paragraph 22.04(e) and clause 22.11 are specified in clauses 22.14 to 22.17. This agreement is modified by these provisions to the extent specified herein.

22.15 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.

22.16

- a. The scheduled hours of work of any day may exceed or be less than seven decimal five (7.5) 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 decimal five (37.5) hours of work per week over the life of the schedule.
 - i. The maximum life of a schedule for shift workers shall be six (6) months.
 - ii. The maximum life of a schedule for day workers shall be twenty-eight (28) days.
- c. Whenever an employee changes their variable hours or no longer works variable hours, all appropriate adjustments will be made.

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

a. **Interpretation and definitions (clause 2.01)**

“Daily rate of pay” shall not apply.

b. **Designated paid holidays (clause 27.05)**

- i. A designated paid holiday shall account for seven decimal five (7.5) hours
- ii. When an employee works on a designated paid holiday, the employee shall be compensated, in addition to the pay for the hours specified in subparagraph (i), at time and one half (1 1/2) up to their regular scheduled hours worked and at double (2) time for all hours worked in excess of their regular scheduled hours.

c. **Travel**

Overtime compensation referred to in clause 29.04 shall only be applicable on a workday for hours in excess of the employee’s daily scheduled hours of work.

d. **Acting pay**

The qualifying period for acting pay as specified in paragraph 56.06(a) shall be converted to hours.

e. **Overtime**

Overtime shall be compensated for all work performed on regular working days or on days of rest at time and three quarters (1 3/4).

f. Leave

- i. Earned leave credits or other leave entitlements shall be equal to seven decimal five (7.5) hours per day.
- ii. When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.

Article 23: shift principle

23.01

- a. When a full-time indeterminate employee is required to attend one of the following proceedings outside a period which extends three (3) hours before or beyond their scheduled hours of work on a day during which they would be eligible for a shift premium, the employee may request that their hours of work on that day be scheduled between 07:00 and 18:00. 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 their attendance was no longer required at the proceeding and the beginning of their next scheduled work period.
 - i. Federal Public Sector Labour Relations and Employment Board Proceedings
clauses 13.01, 13.02, 13.04, 13.05 and 13.06
 - ii. contract negotiation and preparatory contract negotiation meetings
clauses 13.09 and 13.10
 - iii. personnel selection process
Article 46
 - iv. to write provincial certification examinations that are a requirement for the continuation of the performance of the duties of the employee's position.
 - v. training courses that 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 24: shift and weekend premiums

Excluded provisions

This article does not apply to employees on day work, covered by clauses 22.08 to 22.13.

24.01 Shift premium

An employee working on shifts will receive a shift premium of two dollars and twenty-five cents (\$2.25) per hour for all hours worked, including overtime hours, between 16:00 and 08:00. The shift premium will not be paid for hours worked between 08:00 and 16:00.

24.02 Weekend premium

- a. An employee working on shifts during the weekend will receive an additional premium of two dollars and twenty-five cents (\$2.25) per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.
- b. Where Saturday and Sunday are not recognized as the weekend at a mission abroad, the Employer may substitute two (2) other contiguous days to conform to local practice.

Article 25: overtime

25.01 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.

25.02 General

- a. An employee is entitled to overtime compensation under clauses 25.04 and 25.05 for each completed period of fifteen (15) minutes of overtime worked by them when:
 - i. the overtime work is authorized in advance by the Employer or is in accordance with standard operating instructions;
and
 - ii. the employee does not control the duration of the overtime work.
- b. Employees shall record starting and finishing times of overtime work in a manner 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 be compensated more than once for the same service.

25.03 Assignment of overtime work

Subject to the operational requirements of the service, the Employer shall make every reasonable effort:

- a. to allocate overtime work on an equitable basis amongst readily available, qualified employees;

- and
- b. to give employees who are required to work overtime adequate advance notice of the requirement.

25.04 Overtime compensation on a workday

Subject to paragraph 25.02(a):

- a. An employee who is required to work overtime on their scheduled workday is entitled to compensation at time and one half (1 1/2) for the first seven decimal five (7.5) consecutive hours of overtime worked and at double (2) time for all overtime hours worked in excess of seven decimal five (7.5) consecutive hours of overtime in any contiguous period.
- b. If an employee is given instructions during the employee's workday 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:
 - i. a minimum of two (2) hours' pay at straight-time rate or for actual overtime worked at the applicable overtime rate, whichever is the greater when the employee has to physically report to the workplace.

An employee may, at the discretion of the Employer, work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:

- ii. compensation equivalent to one (1) hour's pay at the straight-time rate, which shall apply only the first time an employee performs work during an eight (8) hour period, starting when the employee first commences the work;
 - or
 - iii. for actual overtime worked at the applicable overtime rate.
- c. An employee who is called back to work, without prior notice, after the employee has completed their work for the day and has physically left their place of work, and who physically returns to the workplace shall be paid the greater of:
 - i. compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay which shall apply only the first (1st) time an employee performs work during an eight (8) hour period. Such maximum shall include any reporting pay pursuant to paragraph (b);
 - 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. An employee who is called back to work, without prior notice, after the employee has completed their work for the day and has physically left their place of work may, at the discretion of the Employer, work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be compensated in accordance with clause 25.05.
- e. 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 54.05 or 54.06.

25.05 Overtime compensation on a day of rest

Subject to paragraph 25.02(a):

- a. An employee who is required to work on a day of rest is entitled to compensation at time and one half (1 1/2) for the first (1st) seven decimal five (7.5) hours and double (2) time thereafter.
- b. An employee who is required to work on a second (2nd) or subsequent day of rest is entitled to compensation at double (2) time, provided that the employee also worked on the first (1st) day of rest (second or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest).
- c. When an employee is required to physically report to the workplace and reports to the workplace on a day of rest, the employee shall be the greater of:
 - i. compensation equivalent to three (3) hours' pay at the applicable overtime rate which shall apply only the first (1st) time an employee performs work during an eight (8) hour period;
or
 - ii. compensation at the applicable overtime rate.
- d. An employee who is required to work on a day of rest may, at the discretion of the Employer, work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:
 - i. compensation equivalent to one (1) hour's pay at the straight-time rate, which shall apply only the first time an employee performs work during an eight (8) hour period, starting when the employee first commences the work,
or
 - ii. compensation at the applicable overtime rate for any time worked.
- e. 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 54.05.

25.06 Call-back worked from a remote location

An employee who receives a call to duty or responds to a telephone or data line call while on standby or at any other time outside of their scheduled hours of work, may at the discretion of

the Employer work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:

- a. compensation equivalent to one (1) hour's pay at the straight-time rate, which shall apply only the first time an employee performs work during an eight (8) hour period, starting when the employee first commences the work;
or
- b. compensation at the applicable overtime rate for any time worked.

25.07 Compensation or leave with pay

- a. Overtime shall be compensated with a payment, except that, 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 overtime compensation by the sixth (6th) week after which the employee submits the request for payment.
 - i. For greater clarity, the Employer will make its best effort to comply with this timeline for the employees in the LES-IM and LES-TO groups.
- c. The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- d. Compensatory leave earned in a fiscal year and outstanding on September 30 of the following fiscal year, shall be paid at the employee's rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on March 31 of the previous fiscal year.
- e. At the request of the employee and with the approval of the Employer, accumulated compensatory leave may be paid out, in whole or in part, once per fiscal year, at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of their substantive position at the time of the request.

25.08 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 their expenses for one meal in the amount of twelve dollars (\$12) 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 twelve dollars (\$12) 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 to 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:

- i. to an employee who is in travel status, which entitles the employee to claim expenses for lodging and/or meals;
- or
- ii. to an employee who has obtained authorization to work at the employee's residence or at another place to which the Employer agrees.

25.09 Transportation expenses

- a. When an employee is required to report for work and reports under the conditions described in paragraphs 25.04(b), (c) and 25.05(c) and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:
 - i. the kilometric rate normally paid to an employee when authorized by the Employer to use their automobile, when the employee travels by means of their 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 26: standby

26.01 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.

26.02

- a. An employee designated by letter or by list for standby duty shall be available during their 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 physically report to the workplace and reports to the workplace shall be compensated in accordance with clause 25.04(c) or 25.05(c) and is also eligible for reimbursement of transportation expenses in accordance with clause 25.09.
- e. An employee on standby who is required to work may, at the discretion of the Employer, work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be compensated in accordance with clause 25.06.

Article 27: designated paid holidays

27.01 Subject to clause 27.02, the following days shall be designated paid holidays for employees:

- a. New Year's Day;
- b. Good Friday;
- c. Easter Monday;
- d. the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday;
- e. Canada Day;
- f. Labour Day;
- g. National Day for Truth and Reconciliation;
- h. the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving;
- i. Remembrance Day;
- j. Christmas Day;
- k. Boxing Day;
- l. one (1) additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August;
- m. one (1) additional day when proclaimed by an act of Parliament as a national holiday.

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

27.02 An employee absent without pay on both their full working day immediately preceding and their 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 13: leave with or without pay for the Union business.

27.03 When a day designated as a holiday under clause 27.01 coincides with an employee's day of rest, the holiday shall be moved to the first (1st) 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.

When two (2) days designated as holidays under clause 27.01 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.

27.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 27.03:

- a. work performed by the 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 the employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

27.05

- a. When an employee works on a holiday, they shall be paid time and one half (1 1/2) for all hours worked up to seven decimal five (7.5) hours and double (2) time thereafter, in addition to the pay that the employee would have been granted had they not worked on the holiday.
- b. Notwithstanding paragraph (a), when an employee works on a holiday contiguous to a day of rest on which the employee also worked and received overtime in accordance with paragraph 25.05(b), the employee shall be paid, in addition to the pay that the employee would have been granted had they not worked on the holiday, two (2) times their hourly rate of pay for all time worked.

27.06

- a. When an employee is required to physically report to the workplace 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 which shall apply only the first time an employee performs work during an eight (8) hour period;
or
 - ii. compensation in accordance with the provisions of clause 27.05.
- b. An employee who is required to work on a designated holiday, may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid compensation at the applicable overtime rate for actual time worked.

27.07 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 their residence shall not constitute time worked.

27.08 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.

27.09

- a. Payments referred to in clause 27.05 and 27.06 shall be paid except where, upon request of an employee and with the approval of the Employer, or at the request of the Employer and the concurrence of the employee, the payment may be compensated in equivalent leave with pay.

- b. Compensatory leave earned in a fiscal year, and outstanding as of September 30 of the next following fiscal year will be paid on September 30 at the employee's rate of pay on March 31 of the previous fiscal year.

Article 28: religious observance

28.01 The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill the employee's religious obligations.

28.02 Employees may, in accordance with the provisions of this agreement, request vacation 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.

28.03 Notwithstanding clause 28.02, 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 their religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.

28.04 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 29: travelling time

29.01 For the purposes of this collective agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this article.

29.02 When an employee is required to travel outside their 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 29.03 and 29.04. Travelling time shall include time necessarily spent at each stopover en route provided such stopover is not longer than five (5) hours.

29.03 For the purposes of clauses 29.02 and 29.04, 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 workplace, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or workplace;

- c. in the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

29.04 If an employee is required to travel as set forth in clauses 29.02 and 29.03:

- a. on a normal working day on which the employee travels but does not work, the employee shall receive their regular pay for the day;
- b. on a normal working day on which the employee travels and works, the employee shall be paid:
 - i. their regular pay for the day for a combined period of travel and work not exceeding the employee regular scheduled working hours; and
 - ii. at the applicable overtime rate for additional travel time in excess of their regular scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed fifteen (15) hours pay at the straight-time rate 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 fifteen (15) hours pay at the straight-time rate of pay.

29.05 This article does not apply to an employee when the employee travels by any type of transport in which they are required to perform work, and/or which also serves as their living quarters during a tour of duty. In such circumstances, the employee shall receive the greater of:

- a. on a normal working day, the employee regular pay for the day,
or
- b. pay for actual hours worked in accordance with Article 27: designated paid holidays and Article 25: overtime of this collective agreement.

29.06 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.

29.07

- a. 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.
- b. Compensatory leave earned in a fiscal year, and outstanding as of September 30 of the next following fiscal year will be paid on September 30 at the employee's rate of pay on March 31 of the previous fiscal year.

29.08 Travel status leave

- a. An employee who is required to travel outside their headquarters area on government business, as these expressions are defined by the Employer, and is away from their

permanent residence for twenty (20) nights during a fiscal year shall be granted seven decimal five (7.5) hours off with pay. The employee shall be credited with one (1) additional period of seven decimal five (7.5) hours for each additional twenty (20) nights that the employee is away from their permanent residence to a maximum of one hundred (100) additional nights.

- b. The maximum number of hours off earned under this clause shall not exceed forty-five (45) hours in a fiscal year and shall accumulate as compensatory leave with pay.
- c. This leave with pay is deemed to be compensatory leave and is subject to paragraphs 25.07(c) and (d).

The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars, unless the employee is required to attend by the Employer.

Part IV: leave provisions

Article 30: leave, general

30.01

- a. When an employee becomes subject to this agreement, their earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this agreement, their earned hourly leave credits shall be reconverted into days, with one (1) day being equal to seven decimal five (7.5) hours.
- b. Earned leave credits or other leave entitlements shall be equal to seven decimal five (7.5) hours per day.
- c. When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.
- d. Notwithstanding the above, in Article 44: bereavement leave with pay, a “day” will mean a calendar day.

30.02 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.

30.03 An employee is entitled, once in each fiscal year, to be informed upon request, of the balance of their vacation and sick leave credits.

30.04 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.

30.05 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.

30.06 An employee is not entitled to leave with pay during periods they are on leave without pay or under suspension.

30.07 In the event of termination of employment for reasons other than incapacity, death or layoff, 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.

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

30.09 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.

Article 31: vacation leave with pay

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

31.02 Accumulation of vacation leave credits

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

- a. nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's eighth (8th) year of service occurs;
- b. twelve decimal five (12.5) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
- c. thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
- d. fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- e. fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- f. sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;

- g. eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;
- h. For the purpose of this clause only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave.
- i. For the purpose of paragraph 31.02(h) only, effective April 1, 2012, on a go-forward basis, any former service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits.

31.03

Notwithstanding 31.02(a) above, effective on the date of signing of this collective agreement, the following shall apply to employees in the LES-TO and LES-IM groups. For greater clarity, it does not apply to the PO-TCO and PO-IMA groups.

- a. The Employer agrees to accept the unused, earned vacation leave credits (balance) of an employee accrued prior to the signature of this collective agreement.

For greater clarity, existing leave banks will not be pro-rated to reflect the change from a 40-hour to a 37.5-hour workweek.

- b. The Employer agrees to maintain the employees' vacation leave credit accrual entitlement that is in effect on the day immediately prior to the date of signature of this collective agreement. These employees will maintain their vacation leave entitlement until the next anniversary of service threshold, provided that the vacation leave credit accrual schedule contained in this collective agreement is equal to or greater than their corresponding leave entitlement.

For greater clarity, effective on the date of signature of the collective agreement, the vacation accrual rate will be pro-rated to reflect the change from a 40-hour workweek to a 37.5-hour workweek in accordance with the following table:

Conversion table

Vacation leave accrual rate the day prior to the signature of this collective agreement (i.e., based on a 40-hour workweek) (hourly credits per month)	Vacation leave accrual rate effective on the date of signature of this collective agreement (i.e., 37.5-hour workweek) (PSE) (hourly credits per month)
10	9.375
13.33	12.5
16.66	15.625
20	18.75

- c. Vacation leave adjustment

Employees will be granted forty (40) hours of vacation leave credits and these credits will not be subject to the carry-over provisions of the collective agreement.

- d. Notwithstanding 31.02 above, employees will cease to earn vacation leave credits when on extended sick leave with pay for a period of twelve (12) continuous months or greater. Accumulation of vacation leave credits shall resume once the employee reports for duty for at least seventy-five (75) hours.
- e. Effective on the date of signing of the collective agreement, employees become subject to all other provisions outlined in Article 31: vacation leave.

31.04 Entitlement to vacation leave with pay

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

31.05 Scheduling of vacation leave with pay

Subject to the following subparagraphs, the Employer reserves the right to schedule an employee's vacation leave:

- a. Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- b. In scheduling vacation leave with pay to an employee, the Employer shall, subject to operational requirements, make every reasonable effort:
 - i. to grant the employee their vacation leave during the fiscal year in which it is earned, if so requested by the employee not later than June 1;
 - ii. to comply with any request made by an employee before January 31, that the employee be permitted to use in the following fiscal year any period of vacation leave of four (4) days or more earned by the employee in the current year;
 - iii. to ensure that approval of an employee's request for vacation leave is not unreasonably denied;
 - iv. to schedule vacation leave on an equitable basis and when there is no conflict with the interests of the Employer or the other employees, according to the wishes of the employee.

31.06 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.

31.07 Where, in respect of any period of vacation leave, an employee is granted:

- a. bereavement leave with pay,
or

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

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

31.08 Carry-over and/or liquidation of vacation leave

- a. Where, in any vacation year, an employee has not been granted all of the vacation leave credited to them, the unused portion of their vacation leave, to a maximum of two hundred and sixty-two decimal five (262.5) hours of credits, shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours shall be automatically paid at their daily rate of pay, as calculated from the classification prescribed in their certificate of appointment of their substantive position on the last day of the vacation year.
- b. Notwithstanding paragraph (a), if, on the date an employee becomes subject to this agreement, an employee has more than two hundred and sixty-two decimal five (262.5) hours of unused vacation leave credits, a minimum of seventy-five (75) hours per year shall be granted or paid by March 31 of each year, until all vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours have been liquidated. Payment shall be in one instalment per year and shall be at the employee's daily rate of pay, as calculated from the classification prescribed by the substantive position to which the employee of the bargaining unit is appointed on March 31 of the applicable previous vacation year.

31.09 During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred and twelve decimal five (112.5) hours may be paid at the employee's daily rate of pay, as calculated from the classification prescribed by the substantive position to which the employee of the bargaining unit is appointed on March 31 of the previous vacation year.

31.10 Recall from vacation leave with pay

- a. The Employer will make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave with pay.
- b. Where, during any period of vacation leave an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the employee incurs:
 - 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.

- c. The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under paragraph 31.10(b) to be reimbursed for reasonable expenses incurred by the employee.

Leave when employment terminates

31.11 When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation to the employee's credit by the daily rate of pay as calculated from the classification prescribed by the substantive position to which the employee of the bargaining unit is appointed on the date of the termination of the employee's employment, except that the Employer shall grant the employee any vacation leave earned but not used by the employee before the employment is terminated by layoff if the employee so requests because of a requirement to meet minimum continuous employment requirements for severance pay.

31.12 Notwithstanding clause 31.11 an employee whose employment is terminated for cause pursuant to paragraph 12(1)(e) of the *Financial Administration Act* or paragraph 20.2(1)(g) of the *Royal Canadian Mounted Police Act* by reason of a declaration that the employee abandoned their position is entitled to receive the payment referred to in clause 31.11, if the employee requests it within six (6) months following the date upon which their employment is terminated.

Cancellation or alteration of vacation leave

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

31.14 Appointment to a separate agency

Notwithstanding clause 31.07 an employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* may choose not to be paid for unused vacation leave credits, provided that the appointing organization will accept such credits.

31.15 Appointment from a separate agency

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

31.16

- a. Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 31.03.
- b. The vacation leave credits provided in paragraph 31.16(a) above shall be excluded from the application of clause 31.08 dealing with the carry-over and/or liquidation of vacation leave.

Article 32: sick leave with pay**Alternate provision**

This article applies to employees in the PO-TCO and PO-IMA groups only.

32.01 Credits

- a. An employee shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which the employee receives pay for at least seventy-five (75) hours.
- b. A shift worker shall earn additional sick leave credits at the rate of one decimal two five (1.25) hours for each calendar month during which the employee works shifts and the employee receives pay for at least seventy-five (75) hours. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used one hundred and twelve decimal five (112.5) hours of sick leave credits during the current fiscal year.

32.02 Granting of sick leave

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

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

32.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury the employee was unable to perform their duties, shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 32.02(a).

32.04 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 32.02 (sick leave with pay) may, at the discretion of the Employer, be granted to an employee for a period of up to one hundred and eighty-seven decimal five (187.5) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

32.05 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.

32.06 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.

32.07

- a. 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.
- b. 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 due to the end of a specified period of employment, and who is reappointed in the core public administration within one (1) year from the end of the specified period of employment.

32.08 The Employer agrees that an employee shall not be terminated for cause for reasons of incapacity pursuant to paragraph 12(1)e of the *Financial Administration Act* at a date earlier than the date at which the employee will have utilized their accumulated sick leave credits, except where the incapacity is the result of an injury or illness for which injury on duty leave has been granted pursuant to Article 34.

Article 33: medical appointment for pregnant employees

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

33.02 Where a series of continuing appointments is necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

Article 34: injury-on-duty leave

Alternate provision

This article applies to employees in the PO-TCO and PO-IMA groups only.

34.01 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 their 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 for Canada any amount received by them 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 35: maternity leave without pay

35.01 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 eighteen (18) weeks after the termination date of pregnancy.
- b. Notwithstanding paragraph (a):
 - i. where the employee has not yet proceeded on maternity leave without pay and their newborn child is hospitalized,
or
 - ii. where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period while their newborn child is hospitalized,

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

- c. The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- d. The Employer may require an employee to submit a medical certificate certifying pregnancy.
- e. An employee who has not commenced maternity leave without pay may elect to:
 - i. use earned vacation and compensatory leave credits up to and beyond the date that their pregnancy terminates;
 - ii. use their sick leave credits up to and beyond the date that their pregnancy terminates, subject to the provisions set out in Article 32: sick leave with pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 32: sick leave with pay shall include medical disability related to pregnancy.

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

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

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

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

- b. For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- c. Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
 - i. where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of their weekly rate of pay for the waiting period, less any other monies earned during this period, and
 - ii. for each week that the employee receives a maternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, the employee is eligible to receive the difference between ninety-three per cent (93%) of their weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in their maternity benefit to which they would have been eligible if no extra monies had been earned during this period, and
 - iii. where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, the employee is eligible to receive a further maternity allowance for a period of one (1) week at ninety-three per cent (93%) of their weekly rate of pay, less any other monies earned during this period.
- d. At the employee's request, the payment referred to in subparagraph 35.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan maternity benefits.
- e. The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that they may be required to repay pursuant to the *Employment Insurance Act* or the *Act Respecting Parental Insurance* in Quebec.
- f. The weekly rate of pay referred to in paragraph (c) shall be:

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

35.03 Special maternity allowance for totally disabled employees

Alternate provision

This clause applies to employees in the PO-TCO and PO-IMA groups only.

- a. An employee who:
 - i. fails to satisfy the eligibility requirement specified in subparagraph 35.02(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 the employee from receiving Employment Insurance or Québec Parental Insurance Plan maternity benefits, and
 - ii. has satisfied all of the other eligibility criteria specified in paragraph 35.02(a), other than those specified in sections (A) and (B) of subparagraph 35.02(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 the employee weekly rate of pay and the gross amount of their weekly disability benefit under the DI Plan, the LTD plan or through the *Government Employees Compensation Act*.

- b. An employee shall be paid an allowance under this clause and under clause 35.02 for a combined period of no more than the number of weeks while the employee would have

been eligible for maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan had they not been disqualified from Employment Insurance or Québec Parental Insurance Plan maternity benefits for the reasons described in subparagraph (a)(i).

Article 36: maternity-related reassignment or leave

36.01 An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the fifty-second (52nd) week following the birth, request the Employer to modify their job functions or reassign them to another job if, by reason of the pregnancy or nursing, continuing any of their current functions may pose a risk to their health or that of the fetus or child.

36.02 An employee's request under clause 36.01 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. Depending on the particular circumstances of the request, the Employer may obtain an independent medical opinion.

36.03 An employee who has made a request under clause 36.01 is entitled to continue in their current job while the Employer examines their request, but, if the risk posed by continuing any of their job functions so requires, they are entitled to be immediately assigned alternative duties until such time as the Employer:

- a. modifies their job functions or reassigns them; or
- b. informs them in writing that it is not reasonably practicable to modify their job functions or reassign them.

36.04 Where reasonably practicable, the Employer shall modify the employee's job functions or reassign them.

36.05 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 fifty-two (52) weeks after the birth.

36.06 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 37: parental leave without pay

37.01 Parental leave without pay

a. Where an employee has or will have the actual care and custody of a newborn child (including the newborn child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for either:

- i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option),
or
- ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),

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

b. Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for either:

- i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option),
or
- ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),

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

c. Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in paragraphs (a) and (b) above may be taken in two (2) periods.

d. Notwithstanding paragraphs (a) and (b):

- i. where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
or
- ii. where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period while their child is hospitalized,

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

e. An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks before the commencement date of such leave.

f. The Employer may:

- i. defer the commencement of parental leave without pay at the request of the employee;
 - ii. grant the employee parental leave without pay with less than four (4) weeks' notice;
 - iii. require an employee to submit a birth certificate or proof of adoption of the child.
- g. Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

37.02 Parental allowance

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

- Option 1: standard parental benefits, 37.02 paragraphs (c) to (k),
or
- Option 2: extended parental benefits, 37.02 paragraphs (l) to (t).

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

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

Parental allowance administration

- a. An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i) or (l) to (r), providing they:
 - i. have completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - ii. provide the Employer with proof that they have applied for and are in receipt of parental, paternity or adoption benefits under the Employment Insurance Plan or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,
and
 - iii. have signed an agreement with the Employer stating that:
 - A. the employee will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*, on the expiry date of their parental leave without pay,

unless the return-to-work date is modified by the approval of another form of leave;

- B. following their return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the standard parental allowance, in addition to the period of time referred to in section 35.02(a)(iii)(B), if applicable. Where the employee has elected the extended parental allowance, following their return to work, as described in section (A), the employee will work for a period equal to sixty per cent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in section 35.02(a)(iii)(B), if applicable;
- C. should they fail to return to work in accordance with section (A) or should they return to work but fail to work the total period specified in section (B), for reasons other than death, layoff, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, or the *Royal Canadian Mounted Police Superannuation Act*, they will be indebted to the Employer for an amount determined as follows:

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

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

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

Option 1: standard parental allowance

- c. Parental allowance payments made in accordance with the SUB Plan will consist of the following:
 - i. where an employee on parental leave without pay as described in 37.01(a)(i) and (b)(i), has elected to receive Standard Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of their weekly rate of pay for the waiting period, less any other monies earned during this period;

- ii. for each week the employee receives parental, adoption or paternity benefit under the Employment Insurance Plan or the Québec Parental Insurance Plan, they are eligible to receive the difference between ninety-three per cent (93%) of their weekly rate and the parental, adoption or paternity benefits, less any other monies earned during this period which may result in a decrease in their parental, adoption or paternity benefits to which they would have been eligible if no extra monies had been earned during this period;
 - iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefits or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks of paternity benefits under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, at ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period;
 - iv. where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, at ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period
 - v. where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance Plan and thereafter remains on parental leave without pay, they are eligible to receive a further parental allowance for a period of one (1) week at ninety-three per cent (93%) of their weekly rate of pay, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 35.02(c)(iii) for the same child.
 - vi. where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week at ninety-three per cent (93%) of their weekly rate of pay less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 35.02(c)(iii) and 37.02(c)(v) for the same child.
- d. At the employee's request, the payment referred to in subparagraph 37.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance Plan parental benefits.
 - e. The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that they are required to repay pursuant to the *Employment Insurance Act* or the *Act Respecting Parental Insurance* in Quebec.
 - f. The weekly rate of pay referred to in paragraph (c) shall be:

- i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- g. The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which they are appointed.
 - h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
 - i. Where an employee becomes eligible for a pay increment or pay revision that would increase the parental allowance while in receipt of parental allowance, the allowance shall be adjusted accordingly.
 - j. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
 - k. The maximum combined, shared maternity and standard parental allowances payable shall not exceed fifty-seven (57) weeks for each combined maternity and parental leave without pay.

Option 2: extended parental allowance

- 1. Parental allowance payments made in accordance with the SUB Plan will consist of the following:
 - i. where an employee on parental leave without pay as described in 37.01(a)(ii) and (b)(ii), has elected to receive extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay for the waiting period, less any other monies earned during this period;
 - ii. for each week the employee receives parental benefits under the Employment Insurance Plan, they are eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of their weekly rate and the parental benefits, less any other monies earned during this period which may result in a decrease in their parental benefits to which they would have been eligible if no extra monies had been earned during this period;
 - iii. where an employee has received the full sixty-one (61) weeks of parental benefits under the Employment Insurance Plan and thereafter remains on parental leave without pay, they are eligible to receive a further parental allowance for a period of one (1) week at fifty-five decimal eight per cent (55.8%) of their weekly rate of pay, less any other monies earned during this period, unless said employee has

- already received the one (1) week of allowance contained in 35.02(c)(iii) for the same child.
- iv. where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week at fifty-five decimal eight per cent (55.8%) of their weekly rate of pay, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 35.02(c)(iii) for the same child.
 - m. At the employee's request, the payment referred to in subparagraph 37.02(l)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.
 - n. The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that they are required to repay pursuant to the *Employment Insurance Act*.
 - o. The weekly rate of pay referred to in paragraph (l) shall be:
 - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of parental leave without pay;
 - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
 - p. The weekly rate of pay referred to in paragraph (l) shall be the rate to which the employee is entitled for the substantive level to which they are appointed.
 - q. Notwithstanding paragraph (p), and subject to subparagraph (o)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate, the employee was being paid on that day.
 - r. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
 - s. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
 - t. The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.

37.03 Special parental allowance for totally disabled employees

Alternate provision

This clause applies to employees in the PO-TCO and PO-IMA groups only.

- a. An employee who:
 - i. fails to satisfy the eligibility requirement specified in subparagraph 37.02(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 through the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance or Québec Parental Insurance Plan benefits, and
 - ii. has satisfied all of the other eligibility criteria specified in paragraph 37.02(a), other than those specified in sections (A) and (B) of subparagraph 37.02(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 their weekly disability benefit under the DI Plan, the LTD plan or through the *Government Employees Compensation Act*.
- b. An employee shall be paid an allowance under this clause and under clause 37.02 for a combined period of no more than the number of weeks while the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in subparagraph (a)(i).

Article 38: leave without pay for the care of family

38.01 Both parties recognize the importance of access to leave for the purpose of the care of family.

38.02 For the purpose of this article, "family" is defined per Article 2: interpretation and definitions, and in addition:

- a. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

38.03 Subject to operational requirements, an employee shall be granted leave without pay for the care of 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 urgent or unforeseeable circumstances, such notice cannot be given;
- b. leave granted under this article shall be for a minimum period of six (6) 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. an employee who intends to take leave granted for a period of one (1) year or less during the summer leave period will submit their leave request on or before April 15, and on or before September 15 for the winter leave period.

38.04 An employee who has proceeded on leave without pay may change their return-to-work date if such change does not result in additional costs to the Employer.

Article 39: caregiving leave

39.01 An employee who provides the Employer with proof that they are in receipt of or awaiting Employment Insurance (EI) benefits for compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults shall be granted leave without pay while in receipt of or awaiting these benefits.

39.02 The leave without pay described in 39.01 shall not exceed twenty-six (26) weeks for compassionate care benefits, thirty-five (35) weeks for family caregiver benefits for children and fifteen (15) weeks for family caregiver benefits for adults, in addition to any applicable waiting period.

39.03 When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults has been accepted.

39.04 When an employee is notified that their request for Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults has been denied, paragraph 39.01 above ceases to apply.

39.05 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.

Article 40: leave with pay for family-related responsibilities

40.01 For the purpose of this article, family is defined as:

- a. spouse (or common-law partner resident with the employee);
- b. children (including foster children, stepchildren, children of spouse or common-law partner), children for whom the employee is the legal guardian, or grandchild;
- c. parents (including stepparents or foster parents);
- d. father-in-law, mother-in-law, brother, sister, stepbrother, stepsister, grandparents of the employee;
- e. any relative permanently residing in the employee's household or with whom the employee permanently resides; or
- f. any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee;

- g. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

40.02 The total leave with pay which may be granted under this article shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.

40.03 Subject to clause 40.02, the Employer shall grant leave with pay under the following circumstances:

- a. to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- b. to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
- 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;
- e. to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
- f. to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
- g. seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in clause 40.02 above may be used to attend an appointment with a legal or paralegal representative for non-employment-related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

40.04 Where in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 40.03(b) above, 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.

Article 41: leave without pay for personal needs

41.01 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 (1) under each of paragraphs (a) and (b) during the employee's total period of employment in the public service. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.

Article 42: personal leave with pay

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

42.02 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.

Article 43: leave without pay for relocation of spouse

43.01 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 44: bereavement leave with pay

44.01 For the purpose of this article, “family” is defined per Article 2: interpretation and definitions, and in addition:

- a. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. An employee shall be entitled to bereavement leave with pay for a family member as defined in 44.01(a) only once (1) during the employee’s total period of employment in the public service.

44.02 When a member of the employee’s family dies, an employee shall be entitled to bereavement leave with pay. Such bereavement leave, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period, the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days’ leave with pay for the purpose of travel related to the death.

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

44.03 An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of their brother-in-law, sister-in-law or grandparents of spouse.

44.04 If, during a period of paid leave, an employee is bereaved in circumstances under which they would have been eligible for bereavement leave with pay under clauses 44.02 and 44.03, the employee shall be granted bereavement leave with pay and their paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

44.05 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 deputy head of a department 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 44.02 and 44.03.

Article 45: court leave

45.01 The Employer shall grant leave with pay to an employee for the period of time they are required:

- a. to be available for jury selection;
- b. to serve on a jury;
- c. by subpoena or summons to attend as a witness in any proceeding held:
 - i. in or under the authority of a court of justice 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.

45.02 An employee, who is required by subpoena or summons to attend as a witness, or a defendant in any of the proceedings specified in clause 45.01, paragraph c. of this agreement, as a result of the employee's actions in the performance of their authorized duties, shall be considered on duty and shall be paid at the applicable rate of pay and shall be reimbursed for reasonable expenses incurred for transportation, meals and lodging as normally defined by the Employer.

Article 46: personnel selection leave

46.01 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 *Federal Public Sector Labour Relations Act*, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such

further period as the Employer considers reasonable for the employee to travel to and from the place where their presence is so required.

Article 47: education leave without pay, career development leave with pay and examination leave with pay

Education leave without pay

47.01 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.

47.02 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 one hundred per cent (100%) of the employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

47.03 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.

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

- a. fails to complete the course;
- b. does not resume employment with the Employer on completion of the course;
- or
- c. ceases to be employed, except by reason of death or layoff, before termination of the period they have undertaken to serve after completion of the course,

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

Career development leave with pay

47.05

- a. Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering their career development and to the

organization in achieving its goals. The following activities shall be deemed to be part of career development:

- i. a course given by the Employer;
 - ii. a course offered by a recognized academic institution;
 - iii. a seminar, convention or study session in a specialized field directly related to the employee's work.
- b. 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 paragraph 47.05(a) above. The employee shall receive no compensation under Article 25: overtime and Article 29: travelling time of this collective agreement during time spent on career development leave provided for in this clause.
 - c. Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

Examination leave with pay

47.06 Leave with pay may be granted to an employee who is not on education leave for the purpose of writing an examination which takes place during the employee's scheduled hours of work. Such leave will be granted only where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve the employee's qualifications.

Article 48: leave with or without pay for other reasons

48.01 At its discretion, the Employer may grant:

- a. leave with pay when circumstances not directly attributable to the employee prevent their 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.

Article 49: domestic violence leave

49.01 Domestic violence leave

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

- a. The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.
- b. Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence shall be granted domestic violence leave in order to enable the employee, in respect of such violence:

- i. to seek care and/or support for themselves or their child in respect of a physical or psychological injury or disability;
 - ii. to obtain services from an organization which provides services for individuals who are subject to domestic violence;
 - iii. to obtain professional counselling;
 - iv. to relocate temporarily or permanently; or
 - v. to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.
- c. The total domestic violence leave with pay which may be granted under this clause shall not exceed seventy-five (75) hours in a fiscal year.
 - d. Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this clause shall, when delivered to the Employer, be considered as meeting the requirements of this article.
 - e. Notwithstanding paragraphs 49.01(b) and 49.01(c), an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

Part V: other terms and conditions of employment

Article 50: restriction on outside employment

50.01 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 51: statement of duties

51.01 Upon written request, an employee shall be provided with an official statement of the duties and responsibilities of their position, including the classification level and, where applicable, the point rating allotted by factor to their position, and an organization chart depicting the position's place in the organization.

Article 52: employee performance review and employee files

52.01 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 their assessment form is 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.

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

52.03 An employee has the right to make written comments to be attached to the performance review form.

52.04

- 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.

52.05 Upon written request of an employee, the personnel file of that employee shall be made available for their examination in the presence of an authorized representative of the Employer. Upon written request the employee shall obtain a copy of their personnel file once per year.

Article 53: Language allowance in support of police investigations and operations

53.01 Eligible employees in the LES-IM and PO-IMA occupational subgroups are entitled to an allowance of three dollars (\$3) per hour, when they are required by the Employer to transcribe or translate intercepted communications or any other documents in a language other than French or English, in support of police investigations and operations.

53.02 To be eligible, employees must be certified in the required language, as per the method determined by the Employer.

53.03 The allowance will not form part of salary for the purpose of:

- a. calculating annual increases;
- b. establishing the rate of pay on promotion, demotion, or transfer; payout of annual leave credits, overtime, maternity or parental benefits, or
- c. other allowances.

Article 54: employees on the premises of other employers

54.01 Employees who report for duties and are prevented from accessing their workplace because of a strike or lockout on the premises of another Employer, shall report the matter to the Employer. Employees who are unable to gain access shall receive the regular pay and benefits to which they would normally be entitled so long as they make all reasonable efforts to gain access to the workplace and follow management's instructions.

Part VI: part-time employees

Article 55: part-time employees

55.01 Definition

Part-time employee means an employee whose weekly scheduled hours of work on average are less than those established in Article 22 but not less than those prescribed in the *Federal Public Sector Labour Relations Act*.

General

55.02 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 decimal five (37.5) hours.

55.03 Part-time employees are entitled to overtime compensation in accordance with subparagraphs (b) and (c) of the overtime definition in clause 2.01.

55.04 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 decimal five (37.5) hours.

Specific application of this agreement

55.05 Reporting pay

Subject to clause 55.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with subparagraph 25.05(c)(i) of this agreement, and is entitled to receive a minimum payment rather than pay for actual time worked during a period of standby in accordance with subparagraphs 25.04(c)(i) or 25.05(c)(i), the part-time employee shall be paid a minimum payment of four (4) hours pay at straight-time rate of pay.

55.06 Call-back

When a part-time employee meets the requirements to receive call-back pay in accordance with subparagraphs 25.04(c)(i) or 25.05(c)(i) and is entitled to receive 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

55.07 A part-time employee shall not be paid for the designated holidays but shall, instead be paid four decimal six per cent (4.6%) for all straight-time hours worked.

55.08 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 27.01, 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 decimal five (7.5) hours and double time (2) thereafter.

55.09 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 27.01, shall be paid for the time

actually worked in accordance with clause 55.08, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

55.10 Vacation leave

A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice (2) the number of hours in the employee's normal workweek, at the rate for years of service established in clause 31.02 of this agreement, pro-rated and calculated as follows:

- a. when the entitlement is nine decimal three seven five (9.375) hours a month, zero decimal two five zero (0.250) multiplied by the number of hours in the employee's workweek per month;
- b. when the entitlement is twelve decimal five (12.5) hours a month, zero decimal three three three (0.333) multiplied by the number of hours in the employee's workweek per month;
- c. when the entitlement is thirteen decimal seven five (13.75) hours a month, zero decimal three six seven (0.367) multiplied by the number of hours in the employee's workweek per month;
- d. when the entitlement is fourteen decimal four (14.4) hours a month, zero decimal three eight three (0.383) multiplied by the number of hours in the employee's workweek per month;
- e. when the entitlement is fifteen decimal six two five (15.625) hours a month, zero decimal four one seven (0.417) multiplied by the number of hours in the employee's workweek per month;
- f. when the entitlement is sixteen decimal eight seven five (16.875) hours a month, zero decimal four five zero (0.450) multiplied by the number of hours in the employee's workweek per month;
- g. when the entitlement is eighteen decimal seven five (18.75) hours a month, zero decimal five zero zero (0.500) multiplied by the number of hours in the employee's workweek per month.

55.11 Sick leave

Alternate provision

This clause applies to employees in the PO-TCO and PO-IMA groups only.

A part-time employee shall earn sick leave credits at the rate of one quarter (1/4) of the number of hours in an employee's normal workweek for each calendar month in which the employee has received pay for at least twice (2) the number of hours in the employee's normal workweek.

55.12 Vacation and sick leave administration

- a. For the purposes of administration of clauses 55.10 and 55.11, 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.

55.13 Bereavement leave

Notwithstanding clause 55.02, there shall be no pro-rating of a “day” in Article 44: bereavement leave with pay.

55.14 Severance pay

Notwithstanding the provisions of Article 56: 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.

Part VII: pay and duration

Article 56: severance pay

56.01 Under the following circumstances and subject to clause 56.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which they are entitled for the classification prescribed in their certificate of appointment on the date of their termination of employment.

- a. **Layoff (or “for the promotion of economy and efficiency in the RCMP” as defined in the RCMP Regulations for the LES-IM and LES-TO groups)**
 - i. .On the first layoff, for the first (1st) complete year of continuous employment two (2) weeks’ pay, or three (3) weeks’ pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks’ pay for employees with twenty (20) or more years of continuous employment, plus one (1) week’s pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week’s pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
 - ii. On the second or subsequent layoff one (1) week’s pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week’s pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under subparagraph (a)(i).

b. Rejection on probation

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

c. Death

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

d. Termination for cause for reasons of incapacity or incompetence (or "for physical or mental disability" as defined in the RCMP Regulations for the LES-IM and LES-TO groups)

- 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 paragraphs 12(1)(e) of the *Financial Administration Act* or 20.2(1)(g) of the *Royal Canadian Mounted Police Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.
- ii. When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence pursuant to paragraphs 12(1)(d) of the *Financial Administration Act* or 20.2(1)(e) of the *Royal Canadian Mounted Police Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

56.02 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 this article be pyramided.

56.03 Appointment to a separate agency

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

Article 57: pay administration

57.01 Except as provided for in this article, the terms and conditions governing the application of pay to employees are not affected by this agreement.

57.02 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 by 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.

57.03

- 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 collective agreement, the following shall apply:
 - i. "retroactive period" for the purpose of subparagraphs (ii) to (v) means the period from the effective date of the revision up to and including the day before the collective agreement is signed or when an arbitral award is rendered therefor;
 - ii. a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the groups identified in Article 8 of this agreement during the retroactive period;
 - iii. for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;
 - iv. for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the Employer's *Directive on Terms and Conditions of Employment*, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;
 - v. no payment or no notification shall be made pursuant to paragraph 56.03(b) for one dollar (\$1) or less.

57.04 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.

57.05 If, during the term of this collective 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 Union the rates of pay and the rules affecting the pay of employees on their movement to the new levels.

57.06 Acting pay

- 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 the employee commenced to act as if the employee had been appointed to that higher classification level for the period in which the employee acts.
- 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.

57.07 Payments provided under the overtime, reporting pay, designated paid holiday, call-back and the standby provisions of this agreement shall not be pyramided, that is an employee shall not receive more than one type of compensation for the same service.

Article 58: membership fees

58.01 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.

58.02 Membership dues referred to in Article 10: check-off, of this agreement are specifically excluded as reimbursable fees under this article.

Article 59: agreement reopener

59.01 This agreement may be amended by mutual consent.

Article 60: duration

60.01 The duration of this collective agreement shall be from the date it is signed to December 31, 2025.

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

Signed at Ottawa, this 19th day of the month July 2023.

The Treasury Board of Canada

Carole Bidal
Annie Grenier
Martin Pinna
Marta Malinowska-Nunes
Jessica St.Pierre
Crystal Lee
Marie-Josée Reid
Lois Karr
Tanya Dillon
Martin Dubois
Isabelle Montgomery

The Canadian Union of Public Employees, Local 104

Martin Coursol
Kathleen Hippert
Myles Kirchner
Cyrus Derakhshan
Alex Johnston
Ronald Seguin
Robbin Basra
Robb Goodman
Marc-Etienne Proteau
Douglas Brandon Wilkinson
Randy McDonald

Appendix A

LES-TO: Telecommunications Operations – Law Enforcement Support Group annual rates of pay (in dollars)

Table legend

- §) Effective January 1, 2016
- U) Effective April 1, 2016 – adjustment
- A) Effective January 1, 2017
- V) Effective January 1, 2017 – wage adjustment
- B) Effective January 1, 2018
- C) Effective January 1, 2019
- D) Effective January 1, 2020
- E) Effective January 1, 2021
- F) Effective January 1, 2022
- G) Effective January 1, 2023
- W) Effective January 1, 2023 – wage adjustment
- X) Effective October 5, 2023 – restructure
- H) Effective January 1, 2024
- Y) Effective January 1, 2024 – pay line adjustment
- I) Effective January 1, 2025
- Z) Effective January 1, 2025 – wage adjustment

LES-TO-01

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) January 1, 2016	51,673	53,748	55,890	58,130	60,453	n/a
U) April 1, 2016 – adjustment	52,861	54,984	57,175	59,467	61,843	n/a
A) January 1, 2017	53,522	55,671	57,890	60,210	62,616	n/a
V) January 1, 2017 – wage adjustment	54,057	56,228	58,469	60,812	63,242	n/a
B) January 1, 2018	54,733	56,931	59,200	61,572	64,033	n/a
C) January 1, 2019	56,266	58,525	60,858	63,296	65,826	n/a
D) January 1, 2020	57,504	59,813	62,197	64,689	67,274	n/a
E) January 1, 2021	58,367	60,710	63,130	65,659	68,283	n/a
F) January 1, 2022	59,243	61,621	64,077	66,644	69,307	n/a
G) January 1, 2023	61,317	63,778	66,320	68,977	71,733	n/a
W) January 1, 2023 – wage adjustment	62,083	64,575	67,149	69,839	72,630	n/a
X) October 5, 2023 – restructure	62,083	64,575	67,149	69,839	72,630	75,535
H) January 1, 2024	63,945	66,512	69,163	71,934	74,809	77,801
Y) January 1, 2024 – pay line adjustment	64,265	66,845	69,509	72,294	75,183	78,190
I) January 1, 2025	65,550	68,182	70,899	73,740	76,687	79,754
Z) January 1, 2025 – wage adjustment	65,714	68,352	71,076	73,924	76,879	79,953

LES-TO-02

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) January 1, 2016	56,837	59,114	61,485	63,941	66,496	n/a
U) April 1, 2016 – adjustment	58,144	60,474	62,899	65,412	68,025	n/a
A) January 1, 2017	58,871	61,230	63,685	66,230	68,875	n/a
V) January 1, 2017 – wage adjustment	59,460	61,842	64,322	66,892	69,564	n/a
B) January 1, 2018	60,203	62,615	65,126	67,728	70,434	n/a
C) January 1, 2019	61,889	64,368	66,950	69,624	72,406	n/a
D) January 1, 2020	63,251	65,784	68,423	71,156	73,999	n/a
E) January 1, 2021	64,200	66,771	69,449	72,223	75,109	n/a
F) January 1, 2022	65,163	67,773	70,491	73,306	76,236	n/a
G) January 1, 2023	67,444	70,145	72,958	75,872	78,904	n/a
W) January 1, 2023 – wage adjustment	68,287	71,022	73,870	76,820	79,890	n/a
X) October 5, 2023 – restructure	68,287	71,022	73,870	76,820	79,890	83,086
H) January 1, 2024	70,336	73,153	76,086	79,125	82,287	85,579
Y) January 1, 2024 – pay line adjustment	70,688	73,519	76,466	79,521	82,698	86,007
I) January 1, 2025	72,102	74,989	77,995	81,111	84,352	87,727
Z) January 1, 2025 – wage adjustment	72,282	75,176	78,190	81,314	84,563	87,946

LES-TO-03

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) January 1, 2016	61,961	64,439	67,019	69,692	72,481	n/a
U) April 1, 2016 – adjustment	63,386	65,921	68,560	71,295	74,148	n/a
A) January 1, 2017	64,178	66,745	69,417	72,186	75,075	n/a
V) January 1, 2017 – wage adjustment	64,820	67,412	70,111	72,908	75,826	n/a
B) January 1, 2018	65,630	68,255	70,987	73,819	76,774	n/a
C) January 1, 2019	67,468	70,166	72,975	75,886	78,924	n/a
D) January 1, 2020	68,952	71,710	74,580	77,555	80,660	n/a
E) January 1, 2021	69,986	72,786	75,699	78,718	81,870	n/a
F) January 1, 2022	71,036	73,878	76,834	79,899	83,098	n/a
G) January 1, 2023	73,522	76,464	79,523	82,695	86,006	n/a
W) January 1, 2023 – wage adjustment	74,441	77,420	80,517	83,729	87,081	n/a
X) October 5, 2023 – restructure	74,441	77,420	80,517	83,729	87,081	90,564
H) January 1, 2024	76,674	79,743	82,933	86,241	89,693	93,281
Y) January 1, 2024 – pay line adjustment	77,057	80,142	83,348	86,672	90,141	93,747
I) January 1, 2025	78,598	81,745	85,015	88,405	91,944	95,622
Z) January 1, 2025 – wage adjustment	78,794	81,949	85,228	88,626	92,174	95,861

LES-TO-04

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) January 1, 2016	67,534	70,231	73,047	75,969	79,004	n/a

U) April 1, 2016 – adjustment	69,087	71,846	74,727	77,716	80,821	n/a
A) January 1, 2017	69,951	72,744	75,661	78,687	81,831	n/a
V) January 1, 2017 – wage adjustment	70,651	73,471	76,418	79,474	82,649	n/a
B) January 1, 2018	71,534	74,389	77,373	80,467	83,682	n/a
C) January 1, 2019	73,537	76,472	79,539	82,720	86,025	n/a
D) January 1, 2020	75,155	78,154	81,289	84,540	87,918	n/a
E) January 1, 2021	76,282	79,326	82,508	85,808	89,237	n/a
F) January 1, 2022	77,426	80,516	83,746	87,095	90,576	n/a
G) January 1, 2023	80,136	83,334	86,677	90,143	93,746	n/a
W) January 1, 2023 – wage adjustment	81,138	84,376	87,760	91,270	94,918	n/a
X) October 5, 2023 – restructure	81,138	84,376	87,760	91,270	94,918	98,715
H) January 1, 2024	83,572	86,907	90,393	94,008	97,766	101,676
Y) January 1, 2024 – pay line adjustment	83,990	87,342	90,845	94,478	98,255	102,184
I) January 1, 2025	85,670	89,089	92,662	96,368	100,220	104,228
Z) January 1, 2025 – wage adjustment	85,884	89,312	92,894	96,609	100,471	104,489

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

- a. Line “U” – Rate of pay effective March 31, 2016, plus a 2.3% adjustment effective April 1, 2016.
- b. Year 1 (2017) increases (i.e., “A” and “V”): paid as a retroactive lump-sum payment equal to December 31, 2016, rates plus a 1.25% economic increase and a 1.00% wage adjustment, for a total compounded increase of 4.61%.
- c. Year 2 (2018) increase (i.e., “B”): paid as a retroactive lump-sum payment equal to the year 1 increase plus a 1.25% economic increase, for a compounded total increase of 5.92%.
- d. Year 3 (2019) increase (i.e., “C”): paid as a retroactive lump-sum payment equal to the year 1 and year 2 increases plus a 2.80% economic increase, for a compounded total increase of 8.89%.
- e. Year 4 (2020) increase (i.e., “D”): paid as a retroactive lump-sum payment equal to the year 1, year 2 and year 3 increases plus a 2.20% economic increase, for a compounded total increase of 11.28%.
- f. Year 5 (2021) increase (i.e., “E”): paid as a retroactive lump-sum payment equal to the year 1, year 2, year 3 and year 4 increases plus a 1.50% economic increase, for a compounded total increase of 12.95%.
- g. Year 6 (2022) increase (i.e., “F”): paid as a retroactive lump-sum payment equal to the year 1, year 2, year 3, year 4 and year 5 increases plus a 1.50% economic increase, for a compounded total increase of 14.65%.
- h. Year 7 (2023) increases (i.e., “G” and “W”): paid as a retroactive lump-sum payment equal to the year 1, year 2, year 3, year 4, year 5 and year 6 increases plus a 3.50% economic increase and a 1.25% wage adjustment for a compounded total increase of 20.14%.

LES-IM: Intercept Monitoring – Law Enforcement Support Group annual rates of pay (in dollars)

Table legend

- §) Effective January 1, 2016
- U) Effective April 1, 2016 – adjustment
- A) Effective January 1, 2017
- V) Effective January 1, 2017 – wage adjustment
- B) Effective January 1, 2018
- C) Effective January 1, 2019
- D) Effective January 1, 2020
- E) Effective January 1, 2021
- F) Effective January 1, 2022
- G) Effective January 1, 2023
- W) Effective January 1, 2023 – wage adjustment
- X) Effective October 5, 2023 – restructure
- H) Effective January 1, 2024
- Y) Effective January 1, 2024 – pay line adjustment
- I) Effective January 1, 2025
- Z) Effective January 1, 2025 – wage adjustment

LES-IM-01

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) January 1, 2016	47,779	49,689	51,677	53,741	55,893	58,127
U) April 1, 2016 – adjustment	48,878	50,832	52,866	54,977	57,179	59,464
A) January 1, 2017	49,489	51,467	53,527	55,664	57,894	60,207
V) January 1, 2017 – wage adjustment	49,984	51,982	54,062	56,221	58,473	60,809
B) January 1, 2018	50,609	52,632	54,738	56,924	59,204	61,569
C) January 1, 2019	52,026	54,106	56,271	58,518	60,862	63,293
D) January 1, 2020	53,171	55,296	57,509	59,805	62,201	64,685
E) January 1, 2021	53,969	56,125	58,372	60,702	63,134	65,655
F) January 1, 2022	54,779	56,967	59,248	61,613	64,081	66,640
G) January 1, 2023	56,696	58,961	61,322	63,769	66,324	68,972
W) January 1, 2023 – wage adjustment	57,405	59,698	62,089	64,566	67,153	69,834
X) October 5, 2023 – restructure	57,405	59,698	62,089	64,566	67,153	69,834
H) January 1, 2024	59,127	61,489	63,952	66,503	69,168	71,929
Y) January 1, 2024 – pay line adjustment	59,423	61,796	64,272	66,836	69,514	72,289
I) January 1, 2025	60,611	63,032	65,557	68,173	70,904	73,735
Z) January 1, 2025 – wage adjustment	60,763	63,190	65,721	68,343	71,081	73,919

LES-IM-01 (continued)

Effective date	Step 7	Step 8
§) January 1, 2016	60,452	n/a
U) April 1, 2016 – adjustment	61,842	n/a
A) January 1, 2017	62,615	n/a
V) January 1, 2017 – wage adjustment	63,241	n/a
B) January 1, 2018	64,032	n/a
C) January 1, 2019	65,825	n/a
D) January 1, 2020	67,273	n/a
E) January 1, 2021	68,282	n/a
F) January 1, 2022	69,306	n/a
G) January 1, 2023	71,732	n/a
W) January 1, 2023 – wage adjustment	72,629	n/a
X) October 5, 2023 – restructure	72,629	75,534
H) January 1, 2024	74,808	77,800
Y) January 1, 2024 – pay line adjustment	75,182	78,189
I) January 1, 2025	76,686	79,753
Z) January 1, 2025 – wage adjustment	76,878	79,952

LES-IM-02

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) January 1, 2016	52,548	54,651	56,841	59,114	61,480	63,939
U) April 1, 2016 – adjustment	53,757	55,908	58,148	60,474	62,894	65,410
A) January 1, 2017	54,429	56,607	58,875	61,230	63,680	66,228
V) January 1, 2017 – wage adjustment	54,973	57,173	59,464	61,842	64,317	66,890
B) January 1, 2018	55,660	57,888	60,207	62,615	65,121	67,726
C) January 1, 2019	57,218	59,509	61,893	64,368	66,944	69,622
D) January 1, 2020	58,477	60,818	63,255	65,784	68,417	71,154
E) January 1, 2021	59,354	61,730	64,204	66,771	69,443	72,221
F) January 1, 2022	60,244	62,656	65,167	67,773	70,485	73,304
G) January 1, 2023	62,353	64,849	67,448	70,145	72,952	75,870
W) January 1, 2023 – wage adjustment	63,132	65,660	68,291	71,022	73,864	76,818
X) October 5, 2023 – restructure	63,132	65,660	68,291	71,022	73,864	76,818
H) January 1, 2024	65,026	67,630	70,340	73,153	76,080	79,123
Y) January 1, 2024 – pay line adjustment	65,351	67,968	70,692	73,519	76,460	79,519
I) January 1, 2025	66,658	69,327	72,106	74,989	77,989	81,109
Z) January 1, 2025 – wage adjustment	66,825	69,500	72,286	75,176	78,184	81,312

LES-IM-02 (continued)

Effective date	Step 7	Step 8
§) January 1, 2016	66,496	n/a

U) April 1, 2016 – adjustment	68,025	n/a
A) January 1, 2017	68,875	n/a
V) January 1, 2017 – wage adjustment	69,564	n/a
B) January 1, 2018	70,434	n/a
C) January 1, 2019	72,406	n/a
D) January 1, 2020	73,999	n/a
E) January 1, 2021	75,109	n/a
F) January 1, 2022	76,236	n/a
G) January 1, 2023	78,904	n/a
W) January 1, 2023 – wage adjustment	79,890	n/a
X) October 5, 2023 – restructure	79,890	83,086
H) January 1, 2024	82,287	85,579
Y) January 1, 2024 – pay line adjustment	82,698	86,007
I) January 1, 2025	84,352	87,727
Z) January 1, 2025 – wage adjustment	84,563	87,946

LES-IM-03

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) January 1, 2016	59,574	61,959	64,436	67,015	69,694	72,483	n/a
U) April 1, 2016 – adjustment	60,944	63,384	65,918	68,556	71,297	74,150	n/a
A) January 1, 2017	61,706	64,176	66,742	69,413	72,188	75,077	n/a
V) January 1, 2017 – wage adjustment	62,323	64,818	67,409	70,107	72,910	75,828	n/a
B) January 1, 2018	63,102	65,628	68,252	70,983	73,821	76,776	n/a
C) January 1, 2019	64,869	67,466	70,163	72,971	75,888	78,926	n/a
D) January 1, 2020	66,296	68,950	71,707	74,576	77,558	80,662	n/a
E) January 1, 2021	67,290	69,984	72,783	75,695	78,721	81,872	n/a
F) January 1, 2022	68,299	71,034	73,875	76,830	79,902	83,100	n/a
G) January 1, 2023	70,689	73,520	76,461	79,519	82,699	86,009	n/a
W) January 1, 2023 – wage adjustment	71,573	74,439	77,417	80,513	83,733	87,084	n/a
X) October 5, 2023 – restructure	71,573	74,439	77,417	80,513	83,733	87,084	90,567
H) January 1, 2024	73,720	76,672	79,740	82,928	86,245	89,697	93,284
Y) January 1, 2024 – pay line adjustment	74,089	77,055	80,139	83,343	86,676	90,145	93,750
I) January 1, 2025	75,571	78,596	81,742	85,010	88,410	91,948	95,625
Z) January 1, 2025 – wage adjustment	75,760	78,792	81,946	85,223	88,631	92,178	95,864

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

- a. Line “U” – Rate of pay effective March 31, 2016, plus a 2.3% adjustment effective April 1, 2016.

- b. Year 1 (2017) increases (i.e., “A” and “V”): paid as a retroactive lump-sum payment equal to December 31, 2016, rates plus a 1.25% economic increase and a 1.00% wage adjustment, for a total compounded increase of 4.61%.
- c. Year 2 (2018) increase (i.e., “B”): paid as a retroactive lump-sum payment equal to the year 1 increase plus a 1.25% economic increase, for a compounded total increase of 5.92%.
- d. Year 3 (2019) increase (i.e., “C”): paid as a retroactive lump-sum payment equal to the year 1 and year 2 increases plus a 2.80% economic increase, for a compounded total increase of 8.89%.
- e. Year 4 (2020) increase (i.e., “D”): paid as a retroactive lump-sum payment equal to the year 1, year 2 and year 3 increases plus a 2.20% economic increase, for a compounded total increase of 11.28%.
- f. Year 5 (2021) increase (i.e., “E”): paid as a retroactive lump-sum payment equal to the year 1, year 2, year 3 and year 4 increases plus a 1.50% economic increase, for a compounded total increase of 12.95%.
- g. Year 6 (2022) increase (i.e., “F”): paid as a retroactive lump-sum payment equal to the year 1, year 2, year 3, year 4 and year 5 increases plus a 1.50% economic increase, for a compounded total increase of 14.65%.
- h. Year 7 (2023) increases (i.e., “G” and “W”): paid as a retroactive lump-sum payment equal to the year 1, year 2, year 3, year 4, year 5 and year 6 increases plus a 3.50% economic increase and a 1.25% wage adjustment for a compounded total increase of 20

**PO-TCO: Telecommunications Operations – Police Operations Support Group
annual rates of pay (in dollars)**

Table legend

- \$) Effective January 1, 2016
- U) Effective April 1, 2016 – adjustment
- A) Effective January 1, 2017
- V) Effective January 1, 2017 – wage adjustment
- B) Effective January 1, 2018
- C) Effective January 1, 2019
- D) Effective January 1, 2020
- E) Effective January 1, 2021
- F) Effective January 1, 2022
- G) Effective January 1, 2023
- W) Effective January 1, 2023 – wage adjustment
- X) Effective October 5, 2023 – restructure
- H) Effective January 1, 2024
- Y) Effective January 1, 2024 – pay line adjustment
- I) Effective January 1, 2025
- Z) Effective January 1, 2025 – wage adjustment

PO-TCO-01

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) January 1, 2016	51,673	53,748	55,890	58,130	60,453	n/a
U) April 1, 2016 – adjustment	52,861	54,984	57,175	59,467	61,843	n/a
A) January 1, 2017	53,522	55,671	57,890	60,210	62,616	n/a
V) January 1, 2017 – wage adjustment	54,057	56,228	58,469	60,812	63,242	n/a
B) January 1, 2018	54,733	56,931	59,200	61,572	64,033	n/a
C) January 1, 2019	56,266	58,525	60,858	63,296	65,826	n/a
D) January 1, 2020	57,504	59,813	62,197	64,689	67,274	n/a
E) January 1, 2021	58,367	60,710	63,130	65,659	68,283	n/a
F) January 1, 2022	59,243	61,621	64,077	66,644	69,307	n/a
G) January 1, 2023	61,317	63,778	66,320	68,977	71,733	n/a
W) January 1, 2023 – wage adjustment	62,083	64,575	67,149	69,839	72,630	n/a
X) October 5, 2023 – restructure	62,083	64,575	67,149	69,839	72,630	75,535
H) January 1, 2024	63,945	66,512	69,163	71,934	74,809	77,801
Y) January 1, 2024 – pay line adjustment	64,265	66,845	69,509	72,294	75,183	78,190
I) January 1, 2025	65,550	68,182	70,899	73,740	76,687	79,754
Z) January 1, 2025 – wage adjustment	65,714	68,352	71,076	73,924	76,879	79,953

PO-TCO-02

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) January 1, 2016	56,837	59,114	61,485	63,941	66,496	n/a
U) April 1, 2016 – adjustment	58,144	60,474	62,899	65,412	68,025	n/a
A) January 1, 2017	58,871	61,230	63,685	66,230	68,875	n/a
V) January 1, 2017 – wage adjustment	59,460	61,842	64,322	66,892	69,564	n/a
B) January 1, 2018	60,203	62,615	65,126	67,728	70,434	n/a
C) January 1, 2019	61,889	64,368	66,950	69,624	72,406	n/a
D) January 1, 2020	63,251	65,784	68,423	71,156	73,999	n/a
E) January 1, 2021	64,200	66,771	69,449	72,223	75,109	n/a
F) January 1, 2022	65,163	67,773	70,491	73,306	76,236	n/a
G) January 1, 2023	67,444	70,145	72,958	75,872	78,904	n/a
W) January 1, 2023 – wage adjustment	68,287	71,022	73,870	76,820	79,890	n/a
X) October 5, 2023 – restructure	68,287	71,022	73,870	76,820	79,890	83,086
H) January 1, 2024	70,336	73,153	76,086	79,125	82,287	85,579
Y) January 1, 2024 – pay line adjustment	70,688	73,519	76,466	79,521	82,698	86,007
I) January 1, 2025	72,102	74,989	77,995	81,111	84,352	87,727
Z) January 1, 2025 – wage adjustment	72,282	75,176	78,190	81,314	84,563	87,946

PO-TCO-03

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) January 1, 2016	61,961	64,439	67,019	69,692	72,481	n/a
U) April 1, 2016 – adjustment	63,386	65,921	68,560	71,295	74,148	n/a
A) January 1, 2017	64,178	66,745	69,417	72,186	75,075	n/a
V) January 1, 2017 – wage adjustment	64,820	67,412	70,111	72,908	75,826	n/a
B) January 1, 2018	65,630	68,255	70,987	73,819	76,774	n/a
C) January 1, 2019	67,468	70,166	72,975	75,886	78,924	n/a
D) January 1, 2020	68,952	71,710	74,580	77,555	80,660	n/a
E) January 1, 2021	69,986	72,786	75,699	78,718	81,870	n/a
F) January 1, 2022	71,036	73,878	76,834	79,899	83,098	n/a
G) January 1, 2023	73,522	76,464	79,523	82,695	86,006	n/a
W) January 1, 2023 – wage adjustment	74,441	77,420	80,517	83,729	87,081	n/a
X) October 5, 2023 – restructure	74,441	77,420	80,517	83,729	87,081	90,564
H) January 1, 2024	76,674	79,743	82,933	86,241	89,693	93,281
Y) January 1, 2024 – pay line adjustment	77,057	80,142	83,348	86,672	90,141	93,747
I) January 1, 2025	78,598	81,745	85,015	88,405	91,944	95,622
Z) January 1, 2025 – wage adjustment	78,794	81,949	85,228	88,626	92,174	95,861

PO-TCO-04

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) January 1, 2016	67,534	70,231	73,047	75,969	79,004	n/a

U) April 1, 2016 – adjustment	69,087	71,846	74,727	77,716	80,821	n/a
A) January 1, 2017	69,951	72,744	75,661	78,687	81,831	n/a
V) January 1, 2017 – wage adjustment	70,651	73,471	76,418	79,474	82,649	n/a
B) January 1, 2018	71,534	74,389	77,373	80,467	83,682	n/a
C) January 1, 2019	73,537	76,472	79,539	82,720	86,025	n/a
D) January 1, 2020	75,155	78,154	81,289	84,540	87,918	n/a
E) January 1, 2021	76,282	79,326	82,508	85,808	89,237	n/a
F) January 1, 2022	77,426	80,516	83,746	87,095	90,576	n/a
G) January 1, 2023	80,136	83,334	86,677	90,143	93,746	n/a
W) January 1, 2023 – wage adjustment	81,138	84,376	87,760	91,270	94,918	n/a
X) October 5, 2023 – restructure	81,138	84,376	87,760	91,270	94,918	98,715
H) January 1, 2024	83,572	86,907	90,393	94,008	97,766	101,676
Y) January 1, 2024 – pay line adjustment	83,990	87,342	90,845	94,478	98,255	102,184
I) January 1, 2025	85,670	89,089	92,662	96,368	100,220	104,228
Z) January 1, 2025 – wage adjustment	85,884	89,312	92,894	96,609	100,471	104,489

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

- a. Line “U” – Rate of pay effective March 31, 2016, plus a 2.3% adjustment effective April 1, 2016.
- b. Year 1 (2017) increases (i.e., “A” and “V”): paid as a retroactive lump-sum payment equal to December 31, 2016, rates plus a 1.25% economic increase and a 1.00% wage adjustment, for a total compounded increase of 4.61%.
- c. Year 2 (2018) increase (i.e., “B”): paid as a retroactive lump-sum payment equal to the year 1 increase plus a 1.25% economic increase, for a compounded total increase of 5.92%.
- d. Year 3 (2019) increase (i.e., “C”): paid as a retroactive lump-sum payment equal to the year 1 and year 2 increases plus a 2.80% economic increase, for a compounded total increase of 8.89%.
- e. Year 4 (2020) increase (i.e., “D”): paid as a retroactive lump-sum payment equal to the year 1, year 2 and year 3 increases plus a 2.20% economic increase, for a compounded total increase of 11.28%.
- f. Year 5 (2021) increase (i.e., “E”): paid as a retroactive lump-sum payment equal to the year 1, year 2, year 3 and year 4 increases plus a 1.50% economic increase, for a compounded total increase of 12.95%.
- g. Year 6 (2022) increase (i.e., “F”): paid as a retroactive lump-sum payment equal to the year 1, year 2, year 3, year 4 and year 5 increases plus a 1.50% economic increase, for a compounded total increase of 14.65%.
- h. Year 7 (2023) increases (i.e., “G” and “W”): paid as a retroactive lump-sum payment equal to the year 1, year 2, year 3, year 4, year 5 and year 6 increases plus a 3.50% economic increase and a 1.25% wage adjustment for a compounded total increase of 20.14%.

**PO-IMA: Intercept Monitoring and Analysis – Police Operations Support Group
annual rates of pay (in dollars)**

Table legend

- \$) Effective January 1, 2016
- U) Effective April 1, 2016 – adjustment
- A) Effective January 1, 2017
- V) Effective January 1, 2017 – wage adjustment
- B) Effective January 1, 2018
- C) Effective January 1, 2019
- D) Effective January 1, 2020
- E) Effective January 1, 2021
- F) Effective January 1, 2022
- G) Effective January 1, 2023
- W) Effective January 1, 2023 – wage adjustment
- X) Effective October 5, 2023 – restructure
- H) Effective January 1, 2024
- Y) Effective January 1, 2024 – pay line adjustment
- I) Effective January 1, 2025
- Z) Effective January 1, 2025 – wage adjustment

PO-IMA-01

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) January 1, 2016	47,779	49,689	51,677	53,741	55,893	58,127
U) April 1, 2016 – adjustment	48,878	50,832	52,866	54,977	57,179	59,464
A) January 1, 2017	49,489	51,467	53,527	55,664	57,894	60,207
V) January 1, 2017 – wage adjustment	49,984	51,982	54,062	56,221	58,473	60,809
B) January 1, 2018	50,609	52,632	54,738	56,924	59,204	61,569
C) January 1, 2019	52,026	54,106	56,271	58,518	60,862	63,293
D) January 1, 2020	53,171	55,296	57,509	59,805	62,201	64,685
E) January 1, 2021	53,969	56,125	58,372	60,702	63,134	65,655
F) January 1, 2022	54,779	56,967	59,248	61,613	64,081	66,640
G) January 1, 2023	56,696	58,961	61,322	63,769	66,324	68,972
W) January 1, 2023 – wage adjustment	57,405	59,698	62,089	64,566	67,153	69,834
X) October 5, 2023 – restructure	57,405	59,698	62,089	64,566	67,153	69,834
H) January 1, 2024	59,127	61,489	63,952	66,503	69,168	71,929
Y) January 1, 2024 – pay line adjustment	59,423	61,796	64,272	66,836	69,514	72,289
I) January 1, 2025	60,611	63,032	65,557	68,173	70,904	73,735
Z) January 1, 2025 – wage adjustment	60,763	63,190	65,721	68,343	71,081	73,919

PO-IMA-01 (continued)

Effective date	Step 7	Step 8
\$) January 1, 2016	60,452	n/a
U) April 1, 2016 – adjustment	61,842	n/a
A) January 1, 2017	62,615	n/a
V) January 1, 2017 – wage adjustment	63,241	n/a
B) January 1, 2018	64,032	n/a
C) January 1, 2019	65,825	n/a
D) January 1, 2020	67,273	n/a
E) January 1, 2021	68,282	n/a
F) January 1, 2022	69,306	n/a
G) January 1, 2023	71,732	n/a
W) January 1, 2023 – wage adjustment	72,629	n/a
X) October 5, 2023 – restructure	72,629	75,534
H) January 1, 2024	74,808	77,800
Y) January 1, 2024 – pay line adjustment	75,182	78,189
I) January 1, 2025	76,686	79,753
Z) January 1, 2025 – wage adjustment	76,878	79,952

PO-IMA-02

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) January 1, 2016	52,548	54,651	56,841	59,114	61,480	63,939
U) April 1, 2016 – adjustment	53,757	55,908	58,148	60,474	62,894	65,410
A) January 1, 2017	54,429	56,607	58,875	61,230	63,680	66,228
V) January 1, 2017 – wage adjustment	54,973	57,173	59,464	61,842	64,317	66,890
B) January 1, 2018	55,660	57,888	60,207	62,615	65,121	67,726
C) January 1, 2019	57,218	59,509	61,893	64,368	66,944	69,622
D) January 1, 2020	58,477	60,818	63,255	65,784	68,417	71,154
E) January 1, 2021	59,354	61,730	64,204	66,771	69,443	72,221
F) January 1, 2022	60,244	62,656	65,167	67,773	70,485	73,304
G) January 1, 2023	62,353	64,849	67,448	70,145	72,952	75,870
W) January 1, 2023 – wage adjustment	63,132	65,660	68,291	71,022	73,864	76,818
X) October 5, 2023 – restructure	63,132	65,660	68,291	71,022	73,864	76,818
H) January 1, 2024	65,026	67,630	70,340	73,153	76,080	79,123
Y) January 1, 2024 – pay line adjustment	65,351	67,968	70,692	73,519	76,460	79,519
I) January 1, 2025	66,658	69,327	72,106	74,989	77,989	81,109
Z) January 1, 2025 – wage adjustment	66,825	69,500	72,286	75,176	78,184	81,312

PO-IMA-02 (continued)

Effective date	Step 7	Step 8
\$) January 1, 2016	66,496	n/a
U) April 1, 2016 – adjustment	68,025	n/a
A) January 1, 2017	68,875	n/a
V) January 1, 2017 – wage adjustment	69,564	n/a
B) January 1, 2018	70,434	n/a
C) January 1, 2019	72,406	n/a
D) January 1, 2020	73,999	n/a
E) January 1, 2021	75,109	n/a
F) January 1, 2022	76,236	n/a
G) January 1, 2023	78,904	n/a
W) January 1, 2023 – wage adjustment	79,890	n/a
X) October 5, 2023 – restructure	79,890	83,086
H) January 1, 2024	82,287	85,579
Y) January 1, 2024 – pay line adjustment	82,698	86,007
I) January 1, 2025	84,352	87,727
Z) January 1, 2025 – wage adjustment	84,563	87,946

PO-IMA-03

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) January 1, 2016	59,574	61,959	64,436	67,015	69,694	72,483	n/a
U) April 1, 2016 – adjustment	60,944	63,384	65,918	68,556	71,297	74,150	n/a
A) January 1, 2017	61,706	64,176	66,742	69,413	72,188	75,077	n/a
V) January 1, 2017 – wage adjustment	62,323	64,818	67,409	70,107	72,910	75,828	n/a
B) January 1, 2018	63,102	65,628	68,252	70,983	73,821	76,776	n/a
C) January 1, 2019	64,869	67,466	70,163	72,971	75,888	78,926	n/a
D) January 1, 2020	66,296	68,950	71,707	74,576	77,558	80,662	n/a
E) January 1, 2021	67,290	69,984	72,783	75,695	78,721	81,872	n/a
F) January 1, 2022	68,299	71,034	73,875	76,830	79,902	83,100	n/a
G) January 1, 2023	70,689	73,520	76,461	79,519	82,699	86,009	n/a
W) January 1, 2023 – wage adjustment	71,573	74,439	77,417	80,513	83,733	87,084	n/a
X) October 5, 2023 – restructure	71,573	74,439	77,417	80,513	83,733	87,084	90,567
H) January 1, 2024	73,720	76,672	79,740	82,928	86,245	89,697	93,284
Y) January 1, 2024 – pay line adjustment	74,089	77,055	80,139	83,343	86,676	90,145	93,750
I) January 1, 2025	75,571	78,596	81,742	85,010	88,410	91,948	95,625
Z) January 1, 2025 – wage adjustment	75,760	78,792	81,946	85,223	88,631	92,178	95,864

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

- a. Line “U” – Rate of pay effective March 31, 2016, plus a 2.3% adjustment effective April 1, 2016.
- b. Year 1 (2017) increases (i.e., “A” and “V”): paid as a retroactive lump-sum payment equal to December 31, 2016, rates plus a 1.25% economic increase and a 1.00% wage adjustment, for a total compounded increase of 4.61%.
- c. Year 2 (2018) increase (i.e., “B”): paid as a retroactive lump-sum payment equal to the year 1 increase plus a 1.25% economic increase, for a compounded total increase of 5.92%.
- d. Year 3 (2019) increase (i.e., “C”): paid as a retroactive lump-sum payment equal to the year 1 and year 2 increases plus a 2.80% economic increase, for a compounded total increase of 8.89%.
- e. Year 4 (2020) increase (i.e., “D”): paid as a retroactive lump-sum payment equal to the year 1, year 2 and year 3 increases plus a 2.20% economic increase, for a compounded total increase of 11.28%.
- f. Year 5 (2021) increase (i.e., “E”): paid as a retroactive lump-sum payment equal to the year 1, year 2, year 3 and year 4 increases plus a 1.50% economic increase, for a compounded total increase of 12.95%.
- g. Year 6 (2022) increase (i.e., “F”): paid as a retroactive lump-sum payment equal to the year 1, year 2, year 3, year 4 and year 5 increases plus a 1.50% economic increase, for a compounded total increase of 14.65%.
- h. Year 7 (2023) increases (i.e., “G” and “W”): paid as a retroactive lump-sum payment equal to the year 1, year 2, year 3, year 4, year 5 and year 6 increases plus a 3.50% economic increase and a 1.25% wage adjustment for a compounded total increase of 20.14%.

Appendix B

Memorandum of Understanding Between the Treasury Board of Canada (the Employer) and the Canadian Union of Public Employees, Local 104 (hereafter the Union) with Respect to Implementation of the Collective Agreement

Notwithstanding the provisions of clause 57.03 on the calculation of retroactive payments and clause 60.02 on the collective agreement implementation period, this memorandum is to give effect to the understanding reached between the Employer and the Union regarding collective agreement implementation for the current round of negotiations.

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

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

LES-IM and LES-TO Groups

The following section applies only to employees in the LES-IM and LES-TO groups.

- a. The implementation of the change to a thirty-seven decimal five (37.5) hour workweek for employees in the LES-IM and LES-TO groups will be effective on the date of signature of the collective agreement.

- b. Rates of pay shall be implemented within 180 days of the date of signature of the collective agreement.
- c. The parties recognize that the implementation of the collective agreement will require a number of systems changes and updates in the RCMP pay-related systems for the employees in the LES-IM and LES-TO groups.
- d. Pay increments for employees in the LES-IM and LES-TO groups will continue to take effect on the applicable date within the pay period according to the RCMP pay calendar.
- e. The Employer shall make its best efforts to implement the agreement in accordance with the timelines outlined above.
- f. The Employer shall inform the Union, as required, should compliance with the timelines not be possible and provide information on any amended timelines.

Employee recourse

- a. Employees in the bargaining unit for whom this collective agreement is not fully implemented within one hundred and eighty (180) days after signature of this collective agreement will be entitled to a lump sum of two hundred dollars (\$200) non-pensionable amount when the outstanding amount owed after one hundred and eighty-one (181) days is greater than five hundred dollars (\$500). This amount will be included in their final retroactive payment.
- b. Employees will be provided a detailed breakdown of the retroactive payments received and may request that the compensation services of their department or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the Union regarding the format of the detailed breakdown.
- c. In such a circumstance, for employees in organizations serviced by the Public Service Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay. For employees in organizations not serviced by the Public Service Pay Centre, employees shall contact the compensation services of their department.

Appendix C

Memorandum of Understanding Between the Treasury Board of Canada (the Employer) and the Canadian Union of Public Employees, Local 104 (hereafter the Union) with Respect to Leave for Union Business: Cost Recovery

This memorandum of understanding (MOU) is to give effect to an agreement reached between the Employer and the Union to implement a system of cost recovery for leave for Union business.

As per clause 13.15 of the collective agreement, leave granted to an employee under clauses 13.02, 13.09, 13.10, 13.12 and 13.13 of the collective agreement will be with pay for a total cumulative maximum period of three (3) months per fiscal year.

Leave taken in excess of the above in a fiscal year continues to be approved pursuant to the relevant clauses and is taken as leave without pay subject to the approval threshold of the clauses.

This MOU confirms the terms established by joint agreement between the Employer and the Union are as follows:

- a. It is agreed that leave with pay granted under the above-noted clauses for Union business will be paid for by the Employer, pursuant to this MOU. The Union shall then compensate the Employer by remitting an amount equivalent to the actual gross salary paid for each person-day, in addition to which shall also be paid to the Employer by the Union an amount equal to six per cent (6%) of the actual gross salary paid for each person-day, which sum represents the Employer's contribution for the benefits the employee acquired at work.
- b. On a bimonthly basis and within 120 days of the end of the relevant period of leave, the Royal Canadian Mounted Police (RCMP) will invoice the Union for the amount owed to them by virtue of this understanding. The amount of the gross salaries and the number of days of leave taken for each employee will be included in the statement.
- c. The Union agrees to reimburse the RCMP for the invoice within sixty (60) days of the date of the invoice.

This MOU expires on the expiry of the collective agreement.

Appendix D

Memorandum of Understanding Between the Treasury Board of Canada (the Employer) and the Canadian Union of Public Employees, Local 104 (hereafter the Union) with Respect to Salary Protection

1. General

- a. This memorandum of understanding shall remain in effect until amended or cancelled by mutual consent of the parties.
- b. This memorandum of understanding supersedes the *Directive on Terms and Conditions of Employment* where the directive is inconsistent with the memorandum of understanding.
- c. Where the provisions of this collective agreement differ from those set out in the memorandum of understanding, the conditions set out in the memorandum of understanding shall prevail.

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

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

3. Prior to a position being reclassified to a group and/or level having a lower attainable maximum rate of pay, the incumbent shall be notified in writing.
4. Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former group and level. In respect to the pay of the incumbent, this may be cited as Salary Protection Status and subject to section 5(b) below shall apply until the position is vacated or the attainable maximum of the reclassified level, as revised from time to time, becomes greater than that applicable, as revised from time to time, to the former classification level. Determination of the attainable maximum rates of pay shall be in accordance with the *Directive on Terms and Conditions of Employment*.

5.

- a. The Employer will make a reasonable effort to transfer the incumbent to a position having a level equivalent to that of the former group and/or level of the position.
- b. In the event that an incumbent declines an offer of transfer to a position as in (a) above in the same geographic area, without good and sufficient reason, that incumbent shall be immediately paid at the rate of pay for the reclassified position.

6. Employees subject to section 5, will be considered to have deployed (as defined in the *Directive on Terms and Conditions of Employment*) for the purpose of determining

increment dates and rates of pay.

This memorandum of understanding expires on the same date as the collective agreement and following the revision of the *Directive on Terms and Conditions of Employment*.

Appendix E

Memorandum of Understanding Between the Treasury Board of Canada (the Employer) and the Canadian Union of Public Employees, Local 104 (hereafter the Union) with Respect to Pay Simplification Solutions

The purpose of this memorandum of understanding (MOU) is to confirm the parties' commitment to ongoing collaboration with regards to the identification of human resources (HR) and pay administration simplification solutions. The parties recognize that this exercise may extend beyond the conclusion of negotiations for the current collective agreement.

With consideration to the parties' shared commitment to these ongoing efforts, the parties may, by mutual consent, reopen this collective agreement should a revision be necessary to support one (1) or more solutions.

Efforts to identify human resources (HR) and pay administration simplification solutions will continue to focus on topics including but not limited to:

- acting administration;
- liquidation of leave;
- mass salary revision;
- allowances;
- general definitions;
- annual rates of pay;
- extra duty pay;
- Union dues.

This MOU expires on the expiry date of this collective agreement, or upon implementation of the Next Generation HR and pay system, whichever comes first, unless otherwise agreed by the parties.

Appendix F

Memorandum of Understanding Between the Treasury Board of Canada (the Employer) and the Canadian Union of Public Employees, Local 104 (hereafter the Union) for the Review of Sick Leave and Disability Management for Civilian Members in the Law Enforcement Support and Police Operations Support Group

This memorandum of understanding (MOU) is to give effect to the understanding reached between the Employer, the Royal Canadian Mounted Police (RCMP), and the Union (hereafter referred to as “the parties”) regarding sick leave, injury-on-duty, disability management and long-term disability insurance applicable to the civilian members of the LES-IM and LES-TO groups.

The parties acknowledge the differences between the civilian members in the bargaining unit from the rest of the federal public service, including employees within the PO-IMA and PO-TCO groups. To this end, the parties agree to create a joint working group to review the sick leave, injury-on-duty and disability management entitlements currently applicable to the LES-IM and LES-TO groups and to develop options to modernize it.

The joint working group will meet within 120 days of the effective date of the collective agreement to commence its work. This timeline may be extended by mutual agreement between the parties.

The following articles/clauses will not apply to the LES-IM and LES-TO groups for the duration of this MOU:

- Article 32 – Sick leave with pay
- Article 34 – Injury-on-duty leave
- Clause 35.03 – Special maternity allowance for totally disabled employees (part of Article 35 – Maternity leave without pay)
- Clause 37.03 – Special parental allowance for totally disabled employees (part of Article 37 – Parental leave without pay)
- Clause 55.11 – sick leave (part of Article 55 – Part-time employees)

This memorandum expires on December 31, 2025, **or** upon a decision of Parliament on the RCMP category of employees **or**, upon agreement between the parties on the implementation of a modernized regime, whichever comes first.

Appendix G

Memorandum of Understanding Between the Treasury Board of Canada (the Employer) and the Canadian Union of Public Employees, Local 104 (hereafter the Union) with Respect to Certain Terms and Conditions of Employment for Employees in the LES-IM and LES-TO Groups

General

This memorandum of understanding (MOU) is to give effect to the agreement reached between the Employer and the Union on certain terms and conditions of employment applicable to employees in the LES-IM and LES-TO groups working for the Royal Canadian Mounted Police (RCMP).

Notwithstanding the applicability of the general provisions of the Law Enforcement Support and Police Operations Support group collective agreement, the following specific provisions shall also apply to employees in the LES-IM and LES-TO groups on the date of signing the collective agreement.

Any amendments to this MOU shall require the written agreement of the Union and the Employer.

Eligibility

The provisions contained in this MOU will continue for as long as the employee remains in a bargaining unit represented by the Union within the RCMP. They shall also continue to apply upon a decision of Parliament on the RCMP category of employees unless specified otherwise.

Relocation on retirement benefit

Employees in the LES-IM and LES-TO groups who are relocated at the Crown's expense will be eligible for relocation on retirement. Claims for reimbursement of relocation expenses shall be paid in accordance with the Treasury Board Secretariat of Canada approved *RCMP Relocation Directive* that is in effect at the time the employee retires from the core public administration. The Employer also agrees to consult with the Union about any contemplated changes to this policy, as it pertains to relocation at retirement only.

Funeral and burial entitlements

Employees in the LES-IM and LES-TO groups shall remain eligible for funeral and burial entitlements in accordance with the *RCMP's Death Benefits, Funeral and Burial Entitlements Policy* that is in effect at the time the benefits are applied for. The Employer also agrees to consult with the Union about any contemplated changes to this policy, excluding adjustments based on the Consumer Price Index.

Upon the employee's retirement, eligible benefits will continue until their death.

This memorandum of understanding expires on December 31, 2025. For greater clarity, it may be renewed or amended by mutual consent of the parties.

Appendix H

Memorandum of Understanding Between the Treasury Board of Canada (the Employer) and the Canadian Union of Public Employees, Local 104 (hereafter the Union) with Respect to Annual Service Pay for the LES-IM and LES-TO Groups

1. This memorandum of understanding (MOU) shall apply to employees of the RCMP occupying positions in the LES-IM and LES-TO groups the day prior to the signature date of this collective agreement.
2. In order to harmonize the terms and conditions of employment applicable to all employees part of the bargaining unit, the parties agree that Annual Service Pay will be eliminated and replaced with two elements:
 - a. An increase to the maximum pay rate applicable to all members of the bargaining unit (LES-IM, LES-TO, PO-TCO and PO-IMA), effective October 5, 2023 (i.e., restructured rates of pay); Service Pay Elimination Differential, effective October 5, 2023, for employees whose salary plus service pay exceeds the new maximum rate of pay. Effective on October 5, 2023, the annual amount of service pay received by an employee in the LES-IM and LES-TO group on October 4, 2023, will be added to their annual rate of pay. This amount will then be used to calculate the appropriate step in the restructured pay line for the relevant group and level, which cannot be lower than the sum of their annual rate of pay (as October 4, 2023) and the amount of the annual service pay combined.
4. Effective October 5, 2023, Annual Service Pay will be eliminated, and the Service Pay Elimination Differential will begin for eligible LES-IM and LES-TO employees.
5. Effective on October 5, 2023, the pay line will be restructured to include an additional step to all the levels of the LES-IM and PO-IMA (Intercept Monitor Analyst) and LES-TO and PO-TCO (Telecommunications Operator) groups. The additional step is 4% above the previous step.
6. Although most employees occupying LES-TO and LES-IM positions will see their service pay amount absorbed into the new step for their rate of pay, some individuals at the highest step will have a residual amount that will not be covered. For these individuals, it is agreed that a Service Pay Elimination Differential will be implemented, and its value reduced over time as economic increases occur for the group. The Service Pay Elimination Differential will be paid on a monthly basis.
7. For greater certainty, individual Service Pay Elimination Differential amounts shall be reduced by the value of any increases to the highest group rate of pay for the LES-TO and LES-IM, as applicable, until the differential is reduced to zero.
8. An employee receiving a LES-TO or LES-IM rate of pay shall move up to the next higher step on the same anniversary date as they were entitled to prior to the effective date of the collective agreement.

This memorandum of understanding expires on the same date as the collective agreement and following the complete reduction of all Service Pay Elimination Differential amounts by subsequent economic increases provided to this group.

Appendix I

Memorandum of Understanding Between the Treasury Board of Canada (the Employer) and the Canadian Union of Public Employees, Local 104 (hereafter the Union) with Respect to One-Time Allowance Related to the Performance of Regular Duties and Responsibilities

The Employer will provide a one-time lump-sum payment of two thousand five hundred dollars (\$2,500) to incumbents of positions within the Law Enforcement Support and Police Operations Support group on the date of signing of the collective agreement.

This one-time allowance will be paid to incumbents of positions within the Law Enforcement Support and Police Operations Support groups for the performance of regular duties and responsibilities associated with their position.

Payment will be issued according to implementation timelines as per Appendix B: Memorandum of Understanding Between the Treasury Board of Canada and the Canadian Union of Public Employees, Local 104 (hereafter the Union) with Respect to Implementation of the Collective Agreement.

This memorandum of understanding expires on December 31, 2025. For greater certainty, this MOU will be non-negotiable and non-renewable beyond that date.