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Secrétariat du Conseil du Trésor
du Canada

Agreement between the Treasury Board and The Canadian Association of Professional Employees

Group: Translation
(all employees)

CODE: 313/2003
Expiry Date: 18 April 2005

Canada



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Treasury Board of Canada Secretariat
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**LETTER OF UNDERSTANDING
BETWEEN THE TREASURY BOARD
AND
THE CANADIAN ASSOCIATION OF PROFESSIONAL
EMPLOYEES**

The employer and the Association agree to extend the period in which volunteer leave is used until June 30, 2004 in order to facilitate granting of the volunteer leave negotiated between the parties in the Translation Group collective agreement signed on February 23, 2004.

This is an exceptional measure for the 2003-2004 fiscal year that does not commit either the Translation Bureau or the Treasury Board for the coming years; the leave must be taken during the fiscal year in which it is acquired, and it may not be carried over from one year to the next.

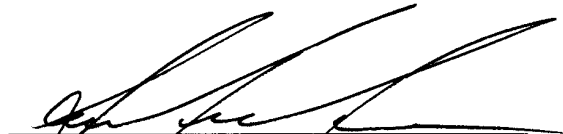
SIGNED AT OTTAWA, this 23rd day of February 2004.

THE TREASURY BOARD
OF
CANADA



Danielle Chainé

THE CANADIAN
ASSOCIATION OF
PROFESSIONAL
EMPLOYEES



Luc Pomerleau

**LIST OF CHANGES TO THE AGREEMENT
BETWEEN THE TREASURY BOARD AND THE
CANADIAN ASSOCIATION OF PROFESSIONAL
EMPLOYEES – TRANSLATION**

**ARTICLE 2
INTERPRETATION AND DEFINITIONS**

2.01

**

“Association” means the Canadian Association of Professional Employees (association),

**

“bargaining unit” means all employees of the Employer in the Translation Group as described in the certificate issued by the Public Service Staff Relations Board on 17 December 2003 (unité de négociation),

**ARTICLE 5
RIGHTS OF EMPLOYEES**

**

5.02 Recognition

The Employer recognizes the Association as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on the 17th day of December 2003, covering employees of the Translation Group.

ARTICLE 12
HOURS OF WORK

12.01 Normal Work Week

**

- (h) Upon application by the employee, the Employer may authorize the employee to work his normal work day so it is different from that specified in paragraph 12.01(a). In such a case, the Employer shall consult the Association's head office beforehand.

**

12.04 Interpreters

- (a) On average, an interpreter's normal work day shall consist of six (6) hours of interpretation when part of a team of three (3) interpreters for a meeting in a single bilingual booth, (or a team of two (2) interpreters for a meeting in a trilingual booth), or approximately four (4) hours of interpretation when part of a team of two (2) interpreters for a meeting in a single bilingual booth.
- (b) The number and make-up of the teams of interpreters shall be determined on the basis of the workload.
 - (i) For simultaneous interpretation, the minimum number is:

In the case of meetings involving two (2) working languages, three (3) interpreters in a single bilingual booth working for up to six (6) hours (it being understood that a team should not normally work for more than four (4) consecutive hours); or two (2) interpreters working for up to four (4) hours (it being understood that a team should not normally work for more than three (3) consecutive hours).

In the case of meetings involving three (3) working languages, at least two (2) interpreters per unilingual booth working for up to six (6) hours (it being understood that a team should not normally work for more than four (4) consecutive hours).

In the case of meetings involving four (4) working languages, at least two (2) interpreters per unilingual booth working for up to six (6) hours, and three (3) interpreters where conditions warrant (it being understood that a team should not normally work for more than four (4) consecutive hours).

At the House of Commons, teams shall consist of three (3) interpreters per booth and should not normally work for more than six (6) consecutive hours. The Employer, after consultation with the Association, shall establish the roster of interpreters accordingly.

- (ii) For consecutive, elbow or escort interpretation, the number of interpreters on the team shall normally be at least two (2) interpreters working a six (6)-hour day.
- (c) The total hours of work may vary depending on operational requirements. However, the hours of work shall be balanced on a monthly basis or, when possible, twice a month, with the Employer making every reasonable effort not to assign more than thirty-seven and one-half (37 1/2) hours of work per week, as a general rule. Work shall be calculated in hours, with one hour of interpretation equalling one point two-five (1.25) hours of work in the case of a team of three (3) interpreters (or a team of two (2) interpreters working in a single bilingual booth) and one point eight seven five (1.875) hours of work in the case of a team of two (2) interpreters in a meeting involving two working languages working in a single bilingual booth.

For elbow, consecutive or escort interpretation, one (1) hour of interpretation shall equal one point eight seven five (1.875) hours of work when the interpreter is alone and one point two five (1.25) hours of work when the interpreter is part of a team.

The calculation of hours of work shall include all duties expressly authorized by the Employer, as well as leaves and holidays.

- (d) As a general rule, interpretation assignments shall be scheduled within time blocks that begin at the time the interpreter is required to report for duty and end twelve (12) hours later. The interpretation time of each assignment is counted in minutes, beginning at the time recorded on the interpreter's program and ending at the time the interpreter's presence is no longer required.
- (e) Where operational requirements allow it, the Employer, when scheduling the interpreter's program, shall normally allow for a twelve (12)-hour interval between the end of the interpreter's work day and the start of his or her next time block.
- (f) Where operational requirements allow it, the Employer shall grant the interpreter two (2) consecutive days of rest during each seven (7) calendar day period. Should it not be possible to grant such a rest period, these days of rest shall be reinstated as soon as possible through the operation of the monthly balancing process set out in paragraph (c) above.
- (g) Pursuant to paragraph (c), the Employer shall post the interpreters' weekly and cumulative hours worked. Moreover, where the Conference Interpretation Service is concerned, the Employer shall post fortnightly the assignment program for the next two (2) weeks.

- (h) An interpreter whose interpretation assignment is cancelled and who is not reassigned for an equivalent period during the same time block shall be deemed to have performed duties other than interpretation during the idle portion of the scheduled assignment.
- (i) An interpreter who is required by the Employer to be on standby for a specified period shall remain available for the duration of that period at a known telephone number and shall stand ready to report for duty as quickly as possible if called. This period shall be deemed part of the time block for the purposes of paragraph (d).

ARTICLE 13
OVERTIME

13.02 General

**

- (a) All calculations for overtime shall be based on each completed quarter (1/4) hour.

13.10 Compensatory Leave

**

- (c) Compensatory leave credits earned but not used by the end of a twelve (12)-month period, as determined by the Employer and that remain outstanding by the end of the next four (4)-month period, shall be converted into cash by multiplying the number of credit hours by the straight-time hourly rate which applied to the employee on the last day of the twelve (12)-month period.

Compensatory leave credits earned under this paragraph shall be used before any other compensatory leave credits earned thereafter.

13.11 Meal Reimbursement

**

- (a) An employee who works three (3) or more hours of overtime immediately before or following his scheduled hours of work shall be reimbursed for one (1) meal in the amount of ten dollars fifty (\$10.50) except when the meal has been provided free to the employee.

**

- (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 (1) additional meal in the amount of ten dollars fifty (\$10.50), except when the meal has been provided free to the employee.

ARTICLE 14

TRAVELLING TIME

**

14.06 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.

**

14.07 Travel Status Leave

- (a) An employee who is required to travel outside his headquarters area on government business, as these expressions are defined by the Employer, and is away from his permanent residence for forty (40) nights during a fiscal year shall be granted one (1) day off with pay. The employee shall be credited with one (1) additional day off for each additional twenty (20) nights that the employee is away from his permanent residence to a maximum of eighty (80) additional nights.

- (b) The maximum number of days off earned under this clause shall not exceed five (5) days in a fiscal year and shall accumulate as compensatory leave with pay.
- (c) This leave with pay is deemed to be compensatory leave and is subject to paragraph 13.10(c).
- (d) The provisions of this clause do not apply when the employee travels to attend courses, training sessions, professional conferences and seminars.

ARTICLE 15
PAY

**

15.03

- (a) The rates of pay set forth in Appendix “A” shall become effective on the dates specified.
- (b) Where the rates of pay set forth in Appendix “A” have an effective date prior to the date of signing of this Agreement, the following shall apply:
 - (i) “retroactive period” for the purpose of subparagraphs (ii) to (v) means the period 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 bargaining unit 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 immediately shown 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 *Public Service Terms and Conditions of Employment Regulations*, 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 immediately shown below the rate of pay being received prior to the revision;
- (v) no payment or no notification shall be made pursuant to paragraph 15.03(b) for one dollar (\$1.00) or less.

ARTICLE 18
ANNUAL LEAVE

18.01 Credits

(a)

**

- (vii) eighteen decimal seven five (18.75) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's twenty-eight (28th) year of service occurs (thirty (30) days per year).

ARTICLE 20

SICK LEAVE

20.03 Advance of Credits

**

- (a) When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 20.02, advanced sick leave with pay may, at the discretion of the Employer, be granted to an employee to cover one or several periods of sick leave for a total overdraft of twenty-five (25) days, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

ARTICLE 21

OTHER LEAVE

21.07 Parental Allowance

**

- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:

**

- (ii) for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance parental benefits he or she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would have been

eligible if no extra monies had been earned during this period;

21.09 Leave Without Pay for the Care of Immediate Family

Transitional provisions

**

An employee shall be granted leave without pay for the care of immediate family in accordance with the following conditions:

**

- (e) Leave granted for a period of less than one (1) year shall be scheduled in a manner which ensures continued service delivery.

21.10 Leave Without Pay for Personal Needs

**

- (c) An employee is entitled to leave without pay for personal needs twice under each of (a) and (b) of this clause during his total period of employment in the Public Service. At least ten (10) years must have elapsed before the second use of the leave as provided under each of (a) and (b) of this clause. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.

21.12 Leave With Pay for Family-Related Responsibilities

**

- (a) For the purposes of sub-paragraphs (b)(i), (ii) and (iii) only, “family” is defined as any relative residing in the employee’s household or with whom the employee permanently resides, and the employee’s spouse (or common-law partner resident with the employee), dependent children (including foster

children and children of legal or common-law partner) and parents (including step-parents or foster parents).

(b)

**

(iii) up to five (5) consecutive days of leave with pay for needs directly related to the birth or to the adoption of his child. This leave may be divided into two (2) periods and granted on separate days.

**

(iv) only once in the employee's career in the Public Service, up to five (5) consecutive days for any other responsibilities provided that the employee gives the Employer at least five (5) days' notice unless otherwise agreed by the employee and the Employer. The employee must have completed one (1) year of continuous employment in the Public Service.

**

21.22 Volunteer Leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, one (1) day of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.

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

**

21.23 Personal Leave

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

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 leave at such times as the employee may request.

**ARTICLE 26
WORK AREAS**

**

The Employer shall undertake to consult in the spirit of clauses 31.02, 31.03 and 31.04 of this collective agreement the Association's head office as soon as possible and throughout the process prior to finalizing plans to move or rearrange work areas, to familiarize himself with the employees' concerns.

**ARTICLE 34
PART-TIME EMPLOYEES**

34.01 General

**

- (d) Except in cases of emergency, call-back, or mutual agreement, the Employer shall, wherever possible, give at least twelve (12) hours' notice of any requirement for the part-time employee to work on a day which is not part of his normal scheduled weekly hours of work.

34.04 Annual Leave

**

- (g) when the entitlement is eighteen decimal seven five (18.75) hours a month, .500 multiplied by the number of hours in the employee's workweek per month.

ARTICLE 36

NATIONAL JOINT COUNCIL (NJC) AGREEMENTS

**

- (1) Foreign Service Directives

****ARTICLE 38**

PROFESSIONAL FEES

38.01 Upon receipt of proof of payment, the Employer shall reimburse the employee up to six hundred dollars (\$600) for the annual dues payable to one (1) of the professional association members of the Canadian Translators, Terminologists and Interpreters Council when the payment of such dues is required for the performance of the duties of that employee's position.

38.02 If payment of said dues is not required for the performance of the duties of that employee's position, but eligibility for the professional status conferred by one (1) of these associations constitutes a qualification under the selection and evaluation standards for the Translation Group, the Employer shall reimburse the employee for the annual dues paid, up to the amount set in 38.01.

ARTICLE 39
TERM OF AGREEMENT

**

39.01 The duration of this Collective Agreement shall be from the date it is signed to 18 April 2005.

****APPENDIX "A"**

**TRANSLATION GROUP
ANNUAL RATES OF PAY
(in dollars)**

- X) Pay Equity Adjustment Effective April 19, 2003**
A) Effective April 19, 2003
B) Effective April 19, 2004

TR-1

From: \$	37691	38769	39845	40922	41998
To: X	41536	42614	43690	44767	45843
A	42574	43679	44782	45886	46989
B	43638	44771	45902	47033	48164

TR-2

From: \$	41570	43613	45658	47699	49748	51785	53831	56142
To: X	45415	47458	49503	51544	53593	55630	57676	59987
A	46550	48644	50741	52833	54933	57021	59118	61487
B	47714	49860	52010	54154	56306	58447	60596	63024

TR-3

From: \$	51830	54267	56699	59132	61568	64005	66754
To: X	55675	58112	60544	62977	65413	67850	70599
A	57067	59565	62058	64551	67048	69546	72364
B	58494	61054	63609	66165	68724	71285	74173

TR-4

From: \$	57214	59548	61883	64216	66551	68883	71666	74354
To: X	61059	63393	65728	68061	70396	72728	75511	78199
A	62585	64978	67371	69763	72156	74546	77399	80154
B	64150	66602	69055	71507	73960	76410	79334	82158

TR-5

From: \$	72691	74844	76998	79152	81306
To: X	76536	78689	80843	82997	85151
A	78449	80656	82864	85072	87280
B	80410	82672	84936	87199	89462

PAY NOTES

Pay Adjustments

**

1. **Adjustments respecting TR-1s, TR-2s, TR-3s, TR-4s and TR-5s**

Subject to notes (2) and (3), an employee being paid in the TR-1, TR-2, TR-3, TR-4, or TR-5 scale of rates shall be paid, as of the effective dates of the X, A, or B scales, at the rate shown immediately below his rate the day before.

Pay Increment for Full Time and Part-Time Employees

**

2. **Employee paid in the TR-2, TR-3, TR-4 or TR-5 scale of rates**

The pay increment period for an employee paid in the TR-2, TR-3, TR-4 or TR-5 scale of rates is twelve (12) months. The pay increment shall be to the next rate in the applicable scale, unless the maximum has been reached.

**

A part-time employee in the TR-2, TR-3, TR-4 or TR-5 scale of rates who on the date of signing of the collective agreement, has been at his actual rate of pay for at least twelve (12) months shall receive one pay increment effective at the date of signing, unless the maximum has been reached. The next pay increment will be calculated from this date.

**

3. **Employee paid in the TR-1 scale of rates**

The pay increment period for an employee paid in the TR-1 scale of rates is six (6) months. The pay increment shall be to the next rate in the pay scale, unless the maximum has been reached.

**

A part-time employee in the TR-1 scale of rates who on the date of signing of the collective agreement, has been at his actual rate of pay for at least six (6) months shall receive one pay increment effective at the date of signing, unless the maximum has been reached. The next pay increment will be calculated from this date.

**

4. **First Pay Increment**

The pay increment date for an employee, appointed on or after the date of signing of this collective agreement, to a position in the bargaining unit upon promotion, demotion or from outside the Public Service, shall be the anniversary date of such an appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to the signing date of this collective agreement, remains unchanged.

Pay Supplements

**

6.

- (a) Supplements 7(a), (b), (c), (d), (e), (i) and (j) are calculated from the A, or B scales in Appendix A.

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MEMORANDUM OF UNDERSTANDING BETWEEN
THE TREASURY BOARD OF CANADA AND THE
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EMPLOYEES107

**Asterisks denote changes from the previous Collective Agreement.

ARTICLE 1
PURPOSE OF AGREEMENT

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

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

ARTICLE 2
INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

**

“Association” means the Canadian Association of Professional Employees (association),

**

“bargaining unit” means all employees of the Employer in the Translation Group as described in the certificate issued by the Public Service Staff Relations Board on 17 December 2003 (unité de négociation),

“common-law partner” in relation to an individual, a person who is cohabiting with the individual in a conjugal relationship, having so cohabited for a period of at least one (1) year (conjoint de fait),

“continuous employment” has the same meaning as specified in the *Public Service Terms and Conditions of Employment Regulations* (emploi continu),

“daily rate of pay” means an employee’s weekly rate of pay divided by five (5) (rémunération quotidienne),

“day of rest” in relation to an employee means a day (other than a holiday or a day of leave) on which that employee is not ordinarily required to work (jour de repos),

“double time” means twice the straight-time hourly rate (tarif double),

“employee” means a person who is a member of the bargaining unit (fonctionnaire),

“Employer” means Her Majesty in right of Canada as represented by the Treasury Board, and includes any person authorized to exercise the authority of the Treasury Board (employeur),

“headquarters area” has the same meaning as given to the expression in the Travel Policy (zone d’affectation),

“holiday” (jour férié) means:

- (a) in the case of a shift that does not commence and end on the same day, the twenty-four (24)-hour period commencing from the time at which the shift commenced on a day designated as a paid holiday in this Agreement,
- (b) in any other case, the twenty-four (24)-hour period commencing at 12:01 a.m. of a day designated as a paid holiday in this Agreement,

“lay-off” means the termination of employment of an employee due to lack of work or the discontinuance of a function (mise en disponibilité),

“leave” means authorized absence from duty (congé),

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

“overtime” means any period of work performed by an employee in excess of his normal hours of work (heures supplémentaires),

“part-time employee” means an employee whose normal scheduled hours of work are less than thirty-seven and one-half hours (37 1/2) per week (fonctionnaire à temps partiel),

“straight-time hourly rate” means the hourly rate of pay obtained by dividing an employee’s weekly rate of pay by thirty-seven and one-half (37 1/2) (tarif simple),

“time and one-half” means one and one-half (1 1/2) times the straight-time hourly rate (tarif et demi),

“weekly rate of pay” means an employee’s annual rate of pay divided by 52.176 (rémunération hebdomadaire).

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

- (a) if defined in the *Public Service Staff Relations Act*, have the same meaning as given to them in the *Public Service Staff Relations Act*,

and

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

2.03 Unless otherwise indicated by the context, what is formulated in the masculine gender includes the feminine gender and vice versa.

ARTICLE 3 APPLICATION

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

3.02 Both the English and French texts of this Agreement are equally authoritative.

3.03 In this Agreement, only those provisions preceded by two (2) asterisks (**) constitute new law.

ARTICLE 4 MANAGEMENT RIGHTS

4.01 The Employer retains all the functions, rights, powers and authority which are not explicitly abridged, delegated or modified by this Agreement, including his right to assign human resources to meet operational requirements.

ARTICLE 5 RIGHTS OF EMPLOYEES

5.01 Nothing in this Agreement shall be construed as limiting or eliminating any rights or obligations whatever, recognized or

conferred upon any employee, under any Federal or Provincial statutes, present or future.

**

5.02 Recognition

The Employer recognizes the Association as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on the 17th day of December 2003, covering employees of the Translation Group.

5.03 No Discrimination

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

ARTICLE 6

APPOINTMENT OF STEWARDS

6.01 The Employer acknowledges the right of the Association to appoint employees as Stewards.

6.02 The Employer and the Association shall determine the geographical area of jurisdiction of each Steward, having regard to the plan of organization, the distribution of employees at the work place, the administrative structure and/or any other relevant factor.

6.03 The Association shall notify the Employer promptly and in writing of the names of its Stewards and other Association representatives.

ARTICLE 7
TIME OFF FOR STEWARDS

7.01 A Steward shall obtain the permission of the Employer before leaving his work to:

- (a) investigate with fellow employees complaints of an urgent nature;
 - (b) meet with local management for the purpose of dealing with such complaints or problems;
- and
- (c) attend meetings called by management.

Such permission shall not be unreasonably withheld. After the Steward resumes his duties, he shall so notify the Employer as soon as practicable.

ARTICLE 8
USE OF EMPLOYER FACILITIES

8.01 A duly-accredited representative of the Association may be permitted access to the Employer's premises on stated Association business and to attend meetings called by management.

8.02 Reasonable space on bulletin boards will be made available to the Association for the posting of official notices in convenient locations determined by the Employer. Notices or other material shall require the prior approval of the Employer. The Employer shall have the right to refuse the posting of any information which he considers adverse to his interests or to the interests of any of his representatives.

8.03 The Employer shall continue its present practice of making available to the Association specific locations on its premises for the placement of reasonable quantities of literature of the Association.

ARTICLE 9 INFORMATION

9.01 The Employer shall provide the Association, on a quarterly basis, with a list of all employees who have entered the bargaining unit and a list of all employees who have left the bargaining unit. The lists referred to herein shall include the name, employing department, geographical location and classification of the employee.

9.02 The Employer shall endeavour to provide accurate lists but shall not be held responsible by the Association for any errors in these lists.

9.03 The Employer agrees to supply each employee with a copy of the Collective Agreement and any amendments thereto and will endeavour to do so within one (1) month after receipt from the printer.

9.04 Every three (3) months, the Employer shall provide the Association with an up-to-date list of employees indicating the Units to which they are assigned.

ARTICLE 10 LEAVE FOR ASSOCIATION BUSINESS

10.01 Public Service Staff Relations Board Hearings

(a) **Complaints made to the Public Service Staff Relations Board pursuant to Section 23 of the *Public Service Staff Relations Act***

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

- (i) to an employee who makes a complaint on his own behalf before the Public Service Staff Relations Board,
and
- (ii) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Association making a complaint.

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

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

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

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

The Employer will grant leave with pay:

- (i) to an employee called as a witness by the Public Service Staff Relations Board,
and
- (ii) where operational requirements permit, to an employee called as a witness by an employee or the Association.

10.02 Arbitration and Conciliation Hearings and Alternate Dispute Resolution Process

- (a) Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Association before a Conciliation Board or before the Public Service Staff Relations Board with regard to an arbitration proceeding, or in an Alternate Dispute Resolution Process.

- (b) **Employee called as a Witness**

The Employer will grant leave with pay to an employee called as a witness by a Conciliation Board or by the Public Service Staff Relations Board with regard to an arbitration proceeding and, where operational requirements permit, leave with pay to an employee called as a witness by the Association.

10.03 Adjudication

- (a) **Employee who is a Party**

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

- (b) **Employee who Acts as Representative**

Where operational requirements permit, the Employer will grant leave with pay to the representative of an employee who is a party.

- (c) **Employee called as a Witness**

Where operational requirements permit, the Employer will grant leave with pay to a witness called by an employee who is a party.

10.04 Meetings During the Grievance Process

(a) Employee Presenting Grievance

If operational requirements permit, the Employer shall grant leave with pay to any employee whom it calls to a meeting or agrees to meet with.

(b) Employee who Acts as Representative

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

(c) Grievance Investigation

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

10.05 Contract Negotiations Meetings

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

10.06 Preparatory Contract Negotiations Meetings

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiations meetings.

10.07 Meetings Between the Association and Management

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

10.08 Association Meetings

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend meetings of the Association and organizations to which the Association is affiliated.

10.09 Stewards' Training Courses

Where operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a Steward on behalf of the Association to undertake training on the duties of a Steward.

10.10 Full-Time Association Position

Where operational requirements permit, the Employer will grant leave without pay to an employee elected to a full-time Association position for the duration of his term of office. Time spent on such leave shall be counted for pay increment and for service for the purpose of calculating vacation leave.

ARTICLE 11
DEDUCTIONS ON BEHALF OF THE ASSOCIATION

11.01

- (a) Subject to the provisions of this Article, the Employer shall, as a condition of employment, deduct an amount equal to the monthly membership dues from the pay of all employees in the bargaining unit.
- (b) Where no dues deductions are made from an employee in respect of any given month as a result of the employee not earning any pay in that month or not earning sufficient pay to permit dues deductions to be made, the Employer shall not be required to make deductions from that employee's subsequent salary in respect of the month referred to above.

11.02 For the purpose of applying clause 11.01, deductions from pay for each employee in respect of each month will start with the first (1st) full calendar month of employment, to the extent that earnings are available.

11.03 The Association shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause 11.01. The Association shall give at least three (3) months advance notice to the Employer of any amendments to the amount of the authorized monthly deductions.

11.04 An employee, who satisfies the Employer by submitting an affidavit declaring that he is a member of a religious organization whose doctrine prevents him as a matter of conscience from making financial contributions to an employee organization, and that he will make contributions equal to dues to a charitable organization registered pursuant to the *Income Tax Act*, shall not be subject to this Article provided that the affidavit submitted by the employee is

countersigned by an official representative of the religious organization involved.

11.05 From the date of signing and for the duration of this Agreement, no employee organization, as defined in Section 2 of the *Public Service Staff Relations Act*, other than the Association, shall be permitted to have membership dues as mentioned in clause 11.01, and/or other monies deducted by the Employer from the pay of employees.

11.06 The amounts deducted in accordance with clause 11.01 shall be remitted to the Association by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.

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

11.08 The Association agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer in connection with the deduction of the amount equal to the monthly membership dues.

ARTICLE 12

HOURS OF WORK

12.01 Normal Work Week

- (a) The normal work week shall be thirty-seven and one-half (37 1/2) hours Monday through Friday (the normal work day being seven and one-half (7 1/2) hours worked between 8:00 a.m. and 6:00 p.m.) except for employees

covered by Article 19, Parliamentary Leave and Interpretation Leave, or employees engaged in shift work.

- (b) To meet operational requirements, the Employer may, notwithstanding paragraph 12.01(a), ask employees to complete their normal work day between 7:00 a.m. and 9:00 p.m. The Employer shall consult the Association' head office when it decides to use the present exceptional provision or to change a work schedule implemented according to this paragraph.
- (c) Before designating employees to work before 8:00 a.m. or after 6:00 p.m., the Employer shall call for qualified volunteers. In administrative units where no qualified volunteers are available, the Employer shall designate employees to work.
- (d) The Employer shall give an employee thirty (30) calendar days' notice of initiation or termination of the work arrangements described in paragraph 12.01(b).
- (e) When an employee is required to adopt new scheduled hours pursuant to paragraph 12.01(b) without receiving notice of such change at least thirty (30) calendar days before the coming into force of the new scheduled hours, he shall be paid time and one-half (1 1/2) for the first (1st) working day of the new hours. The provisions of Note 7 to Appendix "A" shall apply to the rest of the period.
- (f) An employee shall not work a schedule of hours pursuant to the terms of paragraph 12.01(b) for more than four (4) months, unless the employee agrees to extend the period and if no qualified person is available to replace him.
- (g) Except in cases of emergency, where scheduled hours are to be changed so that they are different from those specified in paragraph 12.01(a) or from a work schedule implemented in accordance with 12.01(b), the Employer shall consult with the

Association' head office on such hours of work and shall show that such hours are required to meet its operational requirements.

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- (h) Upon application by the employee, the Employer may authorize the employee to work his normal work day so it is different from that specified in paragraph 12.01(a). In such a case, the Employer shall consult the Association's head office beforehand.
- (i) The employee shall not normally be required to submit an attendance report more than once a month.

12.02 Compressed Work Week

- (a) Where operational requirements permit and with the approval of the Employer, employees covered by paragraph 12.01(a) may complete their hours of work between 7:00 a.m. and 8:00 p.m., and other than on a five-day (5) basis.
- (b) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to establish the hours of work.

12.03 Shift Work Employees

- (a)
 - (i) In the case of employees engaged in shift work, the standard hours of work shall be, on average, thirty-seven and one-half (37 1/2) hours each week, for the shift period.

- (ii) Where operational requirements permit, meal periods shall be granted to employees by the Employer.
 - (iii) Where operational requirements permit, the days of rest of an employee shall be consecutive and shall in no case be less than two (2).
 - (iv) In this clause, “shift work schedule” means the allocation of shifts over a period not to exceed two (2) consecutive months.
- (b) The Employer shall endeavour by all means in its power to allocate shifts in such a way that:
 - (i) employees shall rotate through the various shifts in such a manner that the requirements for working night shifts, evening shifts and weekends will be shared, to the extent that operational requirements will permit, by all employees covered by the shift schedule;
 - (ii) employees are not required to work less than seven (7) hours or more than nine (9) hours for any one (1) shift;
 - (iii) no shift shall be scheduled starting within the sixteen (16)-hour period following the end of the employee’s last shift.
- (c) Provided it will not result in additional costs to the Employer, employees in the same service may exchange shifts with the permission of the shift supervisor. Such permission shall not be unreasonably withheld. Once the exchange is approved, the work schedule shall then become the official shift work schedule for the service.
- (d)
 - (i) The Employer agrees that, before any change is made to a shift work schedule, the employees affected by such

change shall, wherever possible, receive notice of such change at least seven (7) days in advance.

- (ii) When an employee is required to move from one (1) shift to another without receiving at least twenty-four (24) hours notice of such change, he shall be paid time and one-half (1 1/2) for the first (1st) day of this new shift.
- (e) Within the established rotational system, an employee who performs the functions of substitute may not be so assigned for a period exceeding two (2) consecutive months.

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12.04 Interpreters

- (a) On average, an interpreter's normal work day shall consist of six (6) hours of interpretation when part of a team of three (3) interpreters for a meeting in a single bilingual booth, (or a team of two (2) interpreters for a meeting in a trilingual booth), or approximately four (4) hours of interpretation when part of a team of two (2) interpreters for a meeting in a single bilingual booth.
- (b) The number and make-up of the teams of interpreters shall be determined on the basis of the workload.
 - (i) For simultaneous interpretation, the minimum number is:

In the case of meetings involving two (2) working languages, three (3) interpreters in a single bilingual booth working for up to six (6) hours (it being understood that a team should not normally work for more than four (4) consecutive hours); or two (2) interpreters working for up to four (4) hours (it being

understood that a team should not normally work for more than three (3) consecutive hours).

In the case of meetings involving three (3) working languages, at least two (2) interpreters per unilingual booth working for up to six (6) hours (it being understood that a team should not normally work for more than four (4) consecutive hours).

In the case of meetings involving four (4) working languages, at least two (2) interpreters per unilingual booth working for up to six (6) hours, and three (3) interpreters where conditions warrant (it being understood that a team should not normally work for more than four (4) consecutive hours).

At the House of Commons, teams shall consist of three (3) interpreters per booth and should not normally work for more than six (6) consecutive hours. The Employer, after consultation with the Association, shall establish the roster of interpreters accordingly.

- (ii) For consecutive, elbow or escort interpretation, the number of interpreters on the team shall normally be at least two (2) interpreters working a six (6)-hour day.
- (c) The total hours of work may vary depending on operational requirements. However, the hours of work shall be balanced on a monthly basis or, when possible, twice a month, with the Employer making every reasonable effort not to assign more than thirty-seven and one-half (37 1/2) hours of work per week, as a general rule. Work shall be calculated in hours, with one hour of interpretation equalling one point two-five (1.25) hours of work in the case of a team of three (3) interpreters (or a team of two (2) interpreters working in a single bilingual booth) and one point eight seven five (1.875) hours of work in the case of a team of two (2) interpreters in a meeting

involving two working languages working in a single bilingual booth.

For elbow, consecutive or escort interpretation, one (1) hour of interpretation shall equal one point eight seven five (1.875) hours of work when the interpreter is alone and one point two five (1.25) hours of work when the interpreter is part of a team.

The calculation of hours of work shall include all duties expressly authorized by the Employer, as well as leaves and holidays.

- (d) As a general rule, interpretation assignments shall be scheduled within time blocks that begin at the time the interpreter is required to report for duty and end twelve (12) hours later. The interpretation time of each assignment is counted in minutes, beginning at the time recorded on the interpreter's program and ending at the time the interpreter's presence is no longer required.
- (e) Where operational requirements allow it, the Employer, when scheduling the interpreter's program, shall normally allow for a twelve (12)-hour interval between the end of the interpreter's work day and the start of his or her next time block.
- (f) Where operational requirements allow it, the Employer shall grant the interpreter two (2) consecutive days of rest during each seven (7) calendar day period. Should it not be possible to grant such a rest period, these days of rest shall be reinstated as soon as possible through the operation of the monthly balancing process set out in paragraph (c) above.
- (g) Pursuant to paragraph (c), the Employer shall post the interpreters' weekly and cumulative hours worked. Moreover, where the Conference Interpretation Service is concerned, the Employer shall post fortnightly the assignment program for the next two (2) weeks.

- (h) An interpreter whose interpretation assignment is cancelled and who is not reassigned for an equivalent period during the same time block shall be deemed to have performed duties other than interpretation during the idle portion of the scheduled assignment.
- (i) An interpreter who is required by the Employer to be on standby for a specified period shall remain available for the duration of that period at a known telephone number and shall stand ready to report for duty as quickly as possible if called. This period shall be deemed part of the time block for the purposes of paragraph (d).

ARTICLE 13
OVERTIME

13.01 Exclusion

This article does not apply to employees covered by Article 19, Parliamentary Leave and Interpretation Leave.

13.02 General

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- (a) All calculations for overtime shall be based on each completed quarter (1/4) hour.
- (b) Employees shall record starting and finishing times of overtime work in a form determined by the Employer.
- (c) Except in cases of emergency, call-back, or mutual agreement, the Employer shall, wherever possible, give at least twelve (12) hours' notice of any requirement for the performance of overtime.

- (d) The Employer will endeavour to make cash payments for overtime in the month following the month in which the overtime was worked.

13.03 Compensation

- (a) The employee required to work overtime during the normal work week shall be granted compensation at time and one-half (1 1/2) for the first seven and one-half (7 1/2) consecutive hours of overtime worked on a normal workday and double (2) time after that.
- (b) If, exceptionally, an employee is asked to work more than twenty-four (24) hours without interruption, every hour in excess of twenty-four (24) is compensated at double (2) time until the Employer makes the necessary arrangements to ensure the employee gets an eight (8)-hour period during which he does not have to work.

If the Employer calls an employee back to work before the end of said eight (8)-hour period, the employee goes on receiving compensation at double (2) time.

13.04 Compensation for Work on Day of Rest

Subject to clause 13.02:

- (a) An employee who is required to work on a day of rest shall be compensated at time and one-half (1 1/2) for the first seven and one-half (7 1/2) hours and double (2) time after that;
- (b) an employee who is required to work on a second (2nd) day of rest shall be compensated at double (2) time provided that the employee also worked all or part of the first (1st) day of rest. Second (2nd) day of rest means the second (2nd) day in an unbroken series of consecutive and contiguous calendar days of rest;

- (c) when an employee works on a day of rest consecutive and contiguous to a designated paid holiday on which he also worked all or part of the day, he shall be compensated at double (2) time for all the hours worked on that day of rest;
- (d) where an employee is required to and does report for work on a day of rest, the employee shall be paid the greater of the following:
 - (i) three (3) hours compensation at the applicable overtime rate, only once during an eight (8)-hour period,
 - or
 - (ii) compensation at the applicable overtime rate for the hours actually worked.

13.05 Compensation for Work on a Designated Paid Holiday

- (a) When an employee is required to work on a designated paid holiday, he shall be paid, in addition to his normal daily rate of pay, on the basis of time and one-half (1 1/2) for the first seven and one-half (7 1/2) hours and double (2) time after that;
- (b) when an employee works on a designated paid holiday consecutive and contiguous to a day of rest on which he also worked all or part of the day, he shall be paid, in addition to his normal straight-time hourly rate, on the basis of double (2) time;
- (c) when an employee works on a second (2nd) designated paid holiday consecutive and contiguous to a first (1st) designated paid holiday on which he also worked all or part of the day, he shall be paid, in addition to his normal straight-time hourly rate, on the basis of double (2) time for all the hours worked on the second (2nd) designated paid holiday. Second (2nd) designated paid holiday means the second (2nd) day in an

unbroken series of consecutive and contiguous calendar designated paid holidays.

- (d) where an employee is required to and does report for work on a designated paid holiday, the employee shall be paid the greater of the following:
 - (i) three (3) hours compensation at the applicable overtime rate, only once during an eight (8)-hour period,
 - or
 - (ii) compensation at the applicable rate under paragraphs 13.05 (a), (b) or (c).

13.06 Compensation for Shift Work

Employees working shifts shall be granted compensation as follows:

- (a) time and one-half (1 1/2) for each hour worked beyond the normal hours of work in each work week;
- (b) time and one-half (1 1/2) for each hour worked on the first (1st) day of rest and double (2) time for each hour worked on additional and consecutive days of rest;
- (c) double time (2) for each hour performed on a designated holiday.

13.07 Call-Back Pay

An employee who is called back to work by the Employer without advance notice, after he has completed his normal work day and has left his place of work, and who returns to work, shall be granted compensation at the applicable overtime rate provided that the period worked does not directly follow or precede the employee's normal hours of work, on either the day in question or the following day.

Under such circumstances, the employee shall be paid the greater of the following:

- (a) three (3) hours compensation at the applicable overtime rate, only once during an eight (8)-hour period,
- or
- (b) compensation at the applicable overtime rate for the hours actually worked.

13.08 Standby Pay

- (a) When the Employer requires an employee to be available on standby for a specific period during off-duty hours, the employee shall be paid at the rate of one half (1/2) hour at straight time for each four (4)-hour period or portion thereof for which he has been designated as being on standby duty.
- (b) An employee on standby who is called in to work by the Employer and who reports for work shall be compensated in accordance with clause 13.07.
- (c) An employee required to be on standby duty shall be available during the period of standby at a known telephone number and be able to report for duty as quickly as possible if called.
- (d) No standby duty payment shall be granted if the employee is unable to report for duty when required.
- (e) The Employer shall endeavour to allocate standby duties equitably among employees and shall first call for volunteers within the service where standby is required. Except in cases of emergency, the Employer shall also endeavour to give reasonable advance notice to the employee required to be on standby.

13.09 Payments made under paragraph 13.04(c) and clauses 13.07 and 13.08 shall not be pyramided; that is an employee shall not receive more than one (1) compensation for the same service.

13.10 Compensatory Leave

- (a) At the employee's request, compensation earned under this Article is paid in cash or converted into compensatory leave credits. Such credits being granted subject to operational requirements.
- (b) Compensatory leave credits are calculated by dividing the compensation to which the employee is entitled under this Article by the straight-time hourly rate which applies to the employee.

**

- (c) Compensatory leave credits earned but not used by the end of a twelve (12)-month period, as determined by the Employer and that remain outstanding by the end of the next four (4)-month period, shall be converted into cash by multiplying the number of credit hours by the straight-time hourly rate which applied to the employee on the last day of the twelve (12)-month period.

Compensatory leave credits earned under this paragraph shall be used before any other compensatory leave credits earned thereafter.

13.11 Meal Reimbursement

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- (a) An employee who works three (3) or more hours of overtime immediately before or following his scheduled hours of work shall be reimbursed for one (1) meal in the amount of ten dollars fifty (\$10.50) except when the meal has been provided free to the employee.

**

- (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 (1) additional meal in the amount of ten dollars fifty (\$10.50), except when the meal has been provided free to the employee.
- (c) Reasonable time with pay, to be determined by management, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.

ARTICLE 14 TRAVELLING TIME

14.01 Where an employee is required by the Employer to travel outside his headquarters area and on government business, as these expressions are normally defined by the Employer, and when such travel is approved and the means of travel determined by the Employer, the employee shall be compensated only in accordance with clause 14.03, except in the case of employees covered by Article 19, who are not entitled to any additional compensation. However, in the case of interpreters working in the official languages, the travel shall be deemed to be duties other than interpretation for the purposes of clause 12.04 and its duration shall be calculated in accordance with clause 14.02.

14.02 The travelling time to be compensated is as follows:

- (a) for travel by public transportation, the time between the regularly scheduled time of departure and the actual time of arrival at a destination and, in the case of travel by aircraft, the scheduled limousine time to and from the airport;
- (b) for travel by privately-owned automobile, the normal time as determined by the Employer to drive from the employee's place of residence directly to his destination and return.

14.03 If an employee is required to travel in accordance with the provisions of clauses 14.01 and 14.02:

- (a) on a normal work day during which he travels but does not work, he shall receive his normal day's pay;
- (b) on a normal work day during which he travels and works, he shall be paid:
 - (i) at the straight-time hourly rate for the first seven and one-half (7 1/2) hours,

and
 - (ii) at the applicable overtime rate for the additional travelling time in excess of seven and one-half (7 1/2) hours as mentioned in sub-paragraph 14.03(b)(i), to a maximum of twelve (12) hours at the straight-time hourly rate;
- (c) on a day of rest or a designated paid holiday, he shall be paid at the applicable overtime rate to a maximum of twelve (12) hours' pay at the straight-time hourly rate.

14.04 Upon application by the employee, the Employer may meet any obligation to pay compensation to an employee under this Article by granting to that employee compensatory leave in lieu of such compensation. Compensatory leave not used by the end of a twelve (12) month period, as determined by the Employer, will be paid in cash by multiplying the number of hours to be cashed by the straight-time hourly rate which applied to the employee on the last day of this twelve (12) month period.

14.05 All calculations for travel time shall be based on each completed half (1/2) hour of travel.

**

14.06 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.

**

14.07 Travel Status Leave

- (a) An employee who is required to travel outside his headquarters area on government business, as these expressions are defined by the Employer, and is away from his permanent residence for forty (40) nights during a fiscal year shall be granted one (1) day off with pay. The employee shall be credited with one (1) additional day off for each additional twenty (20) nights that the employee is away from his permanent residence to a maximum of eighty (80) additional nights.
- (b) The maximum number of days off earned under this clause shall not exceed five (5) days in a fiscal year and shall accumulate as compensatory leave with pay.
- (c) This leave with pay is deemed to be compensatory leave and is subject to paragraph 13.10(c).
- (d) The provisions of this clause do not apply when the employee travels to attend courses, training sessions, professional conferences and seminars.

ARTICLE 15

PAY

15.01 Except as provided in clauses 15.02, 15.03, 15.04 and 15.05, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

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

(a) the pay specified in Appendix “A” for the classification of the position to which he is appointed, if the classification coincides with that prescribed in his letter of offer,

or

(b) the pay specified in Appendix “A” for the classification prescribed in his letter of offer, if that classification and the classification of the position to which he is appointed do not coincide.

**

15.03

(a) The rates of pay set forth in Appendix “A” shall become effective on the dates specified.

(b) Where the rates of pay set forth in Appendix “A” have an effective date prior to the date of signing of this Agreement, the following shall apply:

(i) “retroactive period” for the purpose of subparagraphs (ii) to (v) means the period 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 bargaining unit 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 immediately shown 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 *Public Service Terms and Conditions of Employment Regulations*, 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 immediately shown below the rate of pay being received prior to the revision;
- (v) no payment or no notification shall be made pursuant to paragraph 15.03(b) for one dollar (\$1.00) or less.

15.04 The qualifying period for the payment of acting pay for employees is three (3) consecutive working days or shifts. This payment will be made in accordance with existing regulations.

15.05 Overtime pay which has been paid to an employee during the period covered by the retroactive pay increases will be recomputed and the difference between the amount paid on the old salary basis and the amount payable on the new salary basis will be paid to the employee.

15.06 When an employee at the TR-2, TR-3 or TR-4 level who is not an interpreter is assigned by the Employer to interpretation duties for a temporary period, he shall be entitled to an amount of forty dollars (\$40.00) per day in addition to his regular pay but such amount shall not be granted for the time spent in training for such duties.

15.07 Shift Premium

- (a) An employee who works shifts shall receive a shift premium of two dollars (\$2.00) per hour for all hours worked between 4:00 p.m. and 8:00 a.m., including overtime. This premium shall not be paid for hours worked between 8:00 a.m. and 4:00 p.m.
- (b) An employee who works shifts shall receive an additional premium of two dollars (\$2.00) per hour for hours of work regularly scheduled and worked on Saturdays and/or Sundays. This premium shall not apply to overtime hours.

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

ARTICLE 16

DESIGNATED PAID HOLIDAYS

16.01 Subject to clause 16.02, 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) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) one (1) additional day that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or in any area where, in the opinion of the Employer, no such day is recognized as a provincial or civic holiday, the first (1st) Monday in August,
and
- (l) one (1) additional day when proclaimed by an Act of Parliament as a National Holiday.

16.02 The designated holiday shall not be paid to an employee on leave without pay on both the normal working days immediately preceding and immediately following the designated holiday, except in the case where such leave has been granted under Article 10.

16.03 Holiday Falling on a Day of Rest

- (a) When a day designated as a paid holiday under clause 16.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first (1st) normal day of work following his day of rest. When a day designated as a paid holiday is moved to a day on which the employee is on paid leave, the day shall be counted as a holiday and not as a day of leave.

- (b) When a day designated as a paid holiday for an employee is moved to another day under the provisions of paragraph (a):
 - (i) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest,

and
 - (ii) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.
- (c) Paragraph (b) does not apply to employees covered by Article 19, Parliamentary leave and Interpretation Leave.

16.04 For the purposes of paragraph 12.04(c), the day designated as a paid holiday counts as seven and one-half (7 1/2) hours of duties other than interpretation, in addition to the hours of work the interpreter may have performed that day.

ARTICLE 17

LEAVE - GENERAL

17.01 When an employee becomes subject to this Agreement, his earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his earned hourly leave credits shall be reconverted into days, with one (1) day being equal to seven and one-half (7 1/2) hours.

17.02 Leave is counted in hours, the number of hours debited for each day of leave being equal to the number of hours of work scheduled for the employee for the day in question.

17.03 When the employment of an employee who has been granted more annual or sick leave with pay than he has earned is terminated by death or by lay-off after two (2) or more complete years of

continuous employment, the employee is considered to have earned the amount of leave with pay granted to him.

17.04 In the event of termination of employment, the employer recovers from any monies owed to the employee an amount equivalent to annual or sick leaves granted to the employee but not earned by him.

17.05 An employee must be informed at least once in each fiscal year of the balance of his annual and sick leave with pay credits.

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

17.07 Notwithstanding anything contained in Article 18, Annual Leave, Article 19, Parliamentary and Interpretation Leave, Article 20, Sick Leave, and Article 21, Other Leave, an employee shall not be granted annual leave, sick leave, or other types of leave with pay while he is on leave without pay or under suspension.

17.08 Except as otherwise indicated in this agreement, when leave without pay of a duration exceeding three (3) months is granted to an employee for reasons other than illness, the total duration of the leave granted shall be deducted from the calculation of the employee's period of continuous employment for the purpose of calculating severance pay and of service for the purpose of calculating vacation leave. Time spent on such leave shall not be counted for pay increment purposes.

ARTICLE 18
ANNUAL LEAVE

18.01 Credits

- (a) An employee who has earned at least ten (10) days' pay for each calendar month of a fiscal year shall earn annual leave at the following rates:
- (i) nine decimal three seven five (9.375) hours at the employee's straight-time hourly rate until the month in which the anniversary of the employee's eighth (8th) year of service occurs (fifteen (15) days per year);
 - (ii) twelve decimal five (12.5) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's eighth (8th) year of service occurs (twenty (20) days per year);
 - (iii) thirteen decimal seven five (13.75) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's sixteenth (16th) year of service occurs (twenty-two (22) days per year);
 - (iv) fourteen decimal three seven five (14.375) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's seventeenth (17th) year of service occurs (twenty-three (23) days per year);
 - (v) fifteen decimal six two five (15.625) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's eighteen (18th) year of service occurs (twenty-five (25) days per year);

- (vi) sixteen decimal eight seven five (16.875) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's twenty-seventh (27th) year of service occurs (twenty-seven (27) days per year);

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- (vii) eighteen decimal seven five (18.75) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's twenty-eight (28th) year of service occurs (thirty (30) days per year).
- (b) For the purpose of paragraph (a) only, all service within the Public Service, whether continuous or discontinuous, shall count toward annual leave, except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Public Service within one (1) year following the date of lay-off.

18.02 Granting of Annual Leave

- (a) In granting annual leave with pay to an employee the Employer shall, subject to the operational requirements of the service, make every reasonable effort:
 - (i) to schedule the employee's annual leave during the fiscal year in which it is earned if so requested by the employee before May 1;
 - (ii) to schedule the annual leave for at least two (2) consecutive weeks, if so requested by the employee before May 1;

- (iii) to comply with any request made by an employee before January 31 that he be permitted to use in the following fiscal year any period of annual leave of four (4) days or more earned by him in the current year;
 - (iv) to schedule annual leave when specified by the employee if the period of annual leave requested is less than a week, and if the employee gives the Employer at least two (2) days' advance notice for each day of annual leave requested.
- (b) The Employer may for good and sufficient reason grant annual leave on shorter notice than that provided for in paragraph (a).
 - (c) During his first six (6) months of continuous employment, an employee is only entitled to annual leave with pay to the extent of his earned credits.
 - (d) An employee with six (6) months of continuous employment may take in advance a number of days of annual leave equal to the credits he is expected to earn during the year in question.

18.03 Displacement of Annual Leave

- (a) If, during any period of annual leave, an employee is granted bereavement leave or leave with pay for illness in the immediate family, the period of annual leave will be displaced.
- (b) Sick leave, on production of a medical certificate, can displace annual leave for any period in excess of one (1) day of sickness per week of annual leave.

The period of annual leave displaced in accordance with paragraphs (a) and (b) of this clause shall either be added to the annual leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.

18.04 Carry-over, Exhaustion and Conversion of Annual Leave

- (a) Employees must normally take all of their annual leave during the fiscal year in which it is earned.
- (b) Where in any fiscal year, an employee has not been granted all of the annual leave credited to him, the unused portion of his annual leave shall be carried over into the following year, except that the unused portion of annual leave in excess of thirty (30) days shall be automatically converted into cash, by multiplying the number of days to which the excess leave credits correspond by the daily rate of pay which applied to the employee on the last day of the preceding fiscal year.
- (c) Upon written application by the employee and approval by the Employer, earned but unused annual leave credits of less than thirty (30) days shall be converted to cash. The amount shall be calculated by multiplying the number of days to which the unused portion of annual leave credits correspond by the daily rate of pay which applied to the employee on the last day of the preceding fiscal year.

18.05 Recall from Annual Leave

- (a) Where operational requirements permit, the Employer shall make every reasonable effort not to recall an employee to duty after he has proceeded on annual leave.
- (b) Where, during any period of annual leave, an employee is recalled to duty, he shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he incurs:
 - (i) in proceeding to his place of duty,

and

- (ii) in returning to the place from which he was recalled if he immediately resumes his annual leave upon completing the assignment for which he was recalled,

after submitting such accounts as are normally required by the Employer.

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

18.06 Cancellation of Annual Leave

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

18.07 Conversion of Annual Leave Credits to Cash when Employment Terminates

- (a) Upon termination of employment, the employee shall receive an amount equal to the product obtained by multiplying the number of days of earned but unused annual leave by the daily rate of pay which applied to the employee on the day on which his employment was terminated. Where an employee dies, this amount will be paid to his estate.
- (b) Notwithstanding paragraph (a), an employee whose employment is terminated by reason of a declaration that he abandoned his position is entitled to receive the payment

referred to in paragraph (a) if he requests it within six (6) months following the date upon which his employment is terminated.

- (c) Notwithstanding paragraph (a), an employee who resigns to accept an appointment with a separate Employer covered by Part II of Schedule I of the *Public Service Staff Relations Act* may choose not to be paid for his earned but unused annual leave, provided that the separate Employer agrees to accept such credits.

18.08 Advance Payments

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

18.09 Complementary Leave Without Pay

- (a) If an employee has used all the annual, parliamentary and interpretation leave credits to which he is entitled in the year, the Employer may at its discretion grant the employee, during the current fiscal year, a maximum of ten (10) days of complementary leave without pay, to be taken consecutively or otherwise.
- (b) The employee shall give two (2) days' advance notice for each day of complementary leave without pay requested.

- (c) The Employer may for good and sufficient reason grant complementary leave without pay on shorter notice than that provided for in paragraph (b).
- (d) An employee may not take complementary leave without pay during his first six (6) months of continuous employment.

ARTICLE 19
PARLIAMENTARY LEAVE AND
INTERPRETATION LEAVE

19.01 Parliamentary Leave and Interpretation Leave

- (a)
 - (i) In addition to their annual leave, employees assigned to parliamentary service and who are normally required to perform work days of varying length with irregular hours shall receive special compensation in the form of parliamentary leave prorated to the number of days worked by the employee for the Employer during the fiscal year.
 - (ii) Employees assigned to parliamentary service and who normally translate documents other than the debates of the House of Commons and of the Senate are subject to Article 19 on the same basis as employees contemplated by sub-paragraph (i) regardless of the hours of work set by the Employer.
 - (iii) In addition to their annual leave, interpreters assigned to the interpretation of conferences in both official languages shall receive special compensation in the form of interpretation leave prorated to the number of days worked by the interpreter for the Employer during the fiscal year.

- (iv) Notwithstanding the provisions of paragraph 19.01(a), an employee at the TR-1 level assigned to the parliamentary service or to the interpretation of conferences in both official languages within the context of an Employer's training program for parliamentary translation or interpretation is only covered by this article during the second (2nd) year of said program. During the first (1st) year of the training program he is subject to those provisions of the agreement that do not apply to employees covered by the present article.
- (b) The maximum number of days of parliamentary or interpretation leave is forty (40) per fiscal year, except in the case of employees with more than twelve (12) years of employment in parliamentary service or in interpretation in both (2) official languages, in which case the maximum is fifty (50) days per fiscal year, and except in the case of TR-1 employees mentioned in (iv) above, in which case the maximum is twenty (20) days per fiscal year.
- (c) An employee is entitled to the maximum number of days of parliamentary or interpretation leave if, during the fiscal year, he has worked a minimum number of days obtained by subtracting from two hundred and sixty-one (261) days the number of designated paid holidays, the number of annual and parliamentary or interpretation leave credits carried over and the maximum number of annual and parliamentary or interpretation leave credits for which the employee is normally eligible for the current fiscal year.
- (d) The granting of parliamentary or interpretation leave is subject to operational requirements and such leave must normally be taken during periods of low demand in the fiscal year for which it is granted. If operational requirements do not permit the Employer to grant parliamentary or interpretation leave

during the fiscal year, such leave must be granted before the end of the following fiscal year.

- (e) If an employee is granted parliamentary or interpretation leave in advance and, at the end of the fiscal year, has been granted more leave of this type than earned, the maximum number of days referred to in paragraph (b) shall be reduced accordingly.
- (f) Where operational requirements permit, the Employer shall make every reasonable effort to grant an employee entitled under this clause, once per fiscal year, a period of eight (8) consecutive weeks of parliamentary or interpretation leave or a combination of such leave and annual leave.

19.02 Call Back from Parliamentary Leave or Interpretation Leave

- (a) Where operational requirements permit, the Employer shall make every reasonable effort not to call back an employee once he is on parliamentary leave or interpretation leave.
- (b) When an employee is called back to work, during any period of his parliamentary or his interpretation leave, he shall be reimbursed reasonable expenses, as usually defined by the Employer, incurred by him:
 - (i) to go to his work location,
and
 - (ii) to return to the point whence he was called back if he resumes his leave immediately after performing the duties for which he was called back, subject to submitting vouchers usually required by the Employer.
- (c) An employee shall not be considered as being on parliamentary or interpretation leave during any period entitling him, under the provisions of paragraph (b), to the repayment of reasonable expenses incurred by him.

ARTICLE 20
SICK LEAVE

20.01 Credits

- (a) An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which he receives pay for at least ten (10) days.
- (b) An employee working shifts shall earn additional sick leave credits at the rate of one-sixth (1/6) of a day for each calendar month during which he works shifts and receives pay for at least ten (10) days. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used fifteen (15) sick leave credits during the current fiscal year.

20.02 Granting of Sick Leave

- (a) An employee shall be granted sick leave with pay when he is unable to perform his duties because of illness or injury provided that:
 - (i) he satisfies the Employer of this condition in such a manner and at such a time as may be determined by the Employer,
 - and
 - (ii) he has the necessary sick leave credits.
- (b) Unless the employee is otherwise informed by the Employer, a statement signed by him stating that because of this illness or injury he was unable to perform his duties shall, when delivered to the Employer, be considered as meeting the requirements of sub-paragraph (i).

- (c) An employee shall not be granted sick leave with pay during any period in which he is on leave without pay, or under suspension.

20.03 Advance of Credits

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- (a) When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 20.02, advanced sick leave with pay may, at the discretion of the Employer, be granted to an employee to cover one or several periods of sick leave for a total overdraft of twenty-five (25) days, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.
- (b) 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, and the number of days of injury-on-duty leave granted is added back to his sick leave credits.
- (c) The Employer may for good and sufficient reason advance sick leave credits to an employee when a previous advance has not been fully reimbursed.

20.04 Reinstatement of Credits

Sick leave credits earned but unused by an employee who was terminated by reason of layoff shall be restored if the employee is reappointed in the Public Service within two (2) years from the date of layoff.

ARTICLE 21
OTHER LEAVE

21.01 General

In respect of any requests for leave under this Article, the employee, when required by the Employer, must provide satisfactory validation of the circumstances necessitating such requests.

21.02 Bereavement Leave

For the purposes of this clause, “immediate family” is defined as any relative permanently residing in the employee’s household or with whom the employee permanently resides, and the employee’s father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse, (including common-law partner resident with the employee), child, (including child of common-law partner), stepchild or ward of the employee, grandchild, grandparent, father-in-law and mother-in-law.

- (a) When a member of his immediate family dies, an employee shall be granted bereavement leave for a period of five (5) consecutive calendar days which must include the day of the funeral. During such period he shall be paid for those days which are not regularly scheduled days of rest for that 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.
- (b) An employee is entitled to one (1) day’s bereavement leave with pay for the purpose related to the death of his son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (c) If, during a period of sick leave, vacation leave, parliamentary leave, interpretation leave or compensatory leave, an employee is bereaved in circumstances under which he would have been eligible for bereavement leave with pay under paragraphs (a)

and (b), the employee shall be granted bereavement leave with pay and his paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

- (d) 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 or in a manner other than that provided for in paragraphs 21.02(a) and (b).

21.03 Maternity Leave without Pay

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy.
- (b) Notwithstanding paragraph (a):
 - (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,
 - or
 - (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,

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

- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- (e) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 20, Sick Leave. For purposes of this subparagraph, the terms “illness” or “injury” used in Article 20, Sick Leave, shall include medical disability related to pregnancy.
- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

21.04 Maternity Allowance

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms

of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:

- (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
- (ii) provides the Employer with proof that she has applied for and is in receipt of pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* in respect of insurable employment with the Employer,

and
- (iii) has signed an agreement with the Employer stating that:
 - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
 - (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;
 - (C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, she will be

indebted to the Employer for an amount determined as follows:

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

however, an employee whose specified period of employment expired and who is rehired by the same department within a period of five (5) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,

and
 - (ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit

she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.

- (d) At the employee's request, the payment referred to in subparagraph 21.04(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance pregnancy benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.

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

21.05 Special Maternity Allowance for Totally-Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 21.04(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance pregnancy benefits,
 - and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 21.04(a), other than those specified in sections (A) and (B) of subparagraph 21.04(a)(iii),

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability

benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 21.04 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* had she not been disqualified from Employment Insurance pregnancy benefits for the reasons described in subparagraph (a)(i).

21.06 Parental Leave Without Pay

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the employee's care.
- (c) Notwithstanding paragraphs (a) and (b):
 - (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,

or

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

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than fifty-two (52) weeks after the day on which the child comes into the employee's care.

- (d) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the employee's child (including the child of a common-law partner), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).
- (e) The Employer may:
 - (i) defer the commencement of parental leave without pay at the request of the employee;
 - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (f) Parental leave without pay taken by a couple employed in the Public Service shall not exceed a total of thirty-seven (37) weeks for both individuals combined. For the purpose of this paragraph, Public Service means any portion of the Public Service of Canada specified in Part I of Schedule I of the *Public Service Staff Relations Act*.

- (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.

21.07 Parental Allowance

- (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:
 - (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - (ii) provides the Employer with proof that he or she has applied for and is in receipt of parental benefits pursuant to Section 23 of the *Employment Insurance Act* in respect of insurable employment with the Employer,
and
 - (iii) has signed an agreement with the Employer stating that:
 - (A) the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
 - (B) Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 21.04(a)(iii)(B), if applicable;

(C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for an amount determined as follows:

$$\frac{\text{(allowance received)} \times \text{(remaining period to be worked following his/her return to work)}}{\text{[total period to be worked as specified in (B)]}}$$

however, an employee whose specified period of employment expired and who is rehired by the same department within a period of five (5) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

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

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(c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:

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

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(ii) for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance parental benefits he or she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period;

(d) At the employee's request, the payment referred to in subparagraph 21.07(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI parental benefits.

(e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.

(f) The weekly rate of pay referred to in paragraph (c) shall be:

(i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the

commencement of maternity or parental leave without pay;

- (ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

21.08 Special Parental Allowance for Totally-Disabled Employees

- (a) An employee who:
- (i) fails to satisfy the eligibility requirement specified in subparagraph 21.07(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance(DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance parental benefits, and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 21.07(a), other than those specified in sections (A) and (B) of subparagraph 21.07(a)(iii),

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

- (b) An employee shall be paid an allowance under this clause and under clause 21.07 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to Section 23 of the *Employment Insurance Act*, had the employee not been disqualified from Employment Insurance parental benefits for the reasons described in subparagraph (a)(i).

21.09 Leave Without Pay for the Care of Immediate Family**Transitional provisions**

An employee who, on the date of signature of this agreement, is on Leave Without Pay for the Care and Nurturing of the employee's Pre-School Age Children or on Leave Without Pay for the Long-Term Care of a Parent under clauses 21.09 or 21.13 of the agreement expired on 18 April 2000, continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.

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

All leave granted under Leave Without Pay for the Care and Nurturing of the employee's Pre-School Age Children or under Leave Without Pay for the Long-Term Care of a Parent under the terms of agreements other than the present agreement will not count towards the calculation of the maximum amount of time allowed for Care of Immediate Family during an employee's total period of employment in the Public Service.

This article is also applicable to employees who have been granted Leave Without Pay for the Care and Nurturing of the employee's Pre-School Age Children or Leave Without Pay for the Long-Term Care of a Parent before the signature of the present agreement and have proceeded on leave on or after the date of signature of this agreement.

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An employee shall be granted leave without pay for the care of immediate family in accordance with the following conditions:

- (a) For the purpose of this clause, family is defined as spouse (or common-law partner resident with the employee), children (including foster children or children of spouse or common-law partner) parents (including stepparents or foster parent) or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) Subject to paragraph (a), up to five (5) years leave without pay during an employee's total period of employment in the Public Service may be granted for the personal long-term care of the employee's family. Leave granted under this paragraph shall be for a minimum period of three (3) weeks.
- (c) 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.
- (d) An employee who has proceeded on leave without pay may change his return to work date if such change does not result in additional costs to the Employer.

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- (e) Leave granted for a period of less than one (1) year shall be scheduled in a manner which ensures continued service delivery.

21.10 Leave Without Pay for Personal Needs

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

- (a) Where operational requirements permit, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs. 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 annual leave. Time spent on such leave shall be counted for pay increment purposes.
- (b) Where operational requirements permit, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs.

**

- (c) An employee is entitled to leave without pay for personal needs twice under each of (a) and (b) of this clause during his total period of employment in the Public Service. At least ten (10) years must have elapsed before the second use of the leave as provided under each of (a) and (b) of this clause. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.

21.11 Leave Without Pay for Relocation of Spouse or Common-law Partner

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

21.12 Leave With Pay for Family-Related Responsibilities

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- (a) For the purposes of sub-paragraphs (b)(i), (ii) and (iii) only, “family” is defined as any relative residing in the employee’s household or with whom the employee permanently resides, and the employee’s spouse (or common-law partner resident with the employee), dependent children (including foster children and children of legal or common-law partner) and parents (including step-parents or foster parents).
- (b) The employee shall be granted leave with pay as follows:
 - (i) up to one (1) day of leave with pay, on each occasion, for an appointment to take a member of his family for a medical or dental appointment, when the family member is incapable of attending the appointment by himself, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this sub-paragraph must make every reasonable effort to schedule the appointment to minimize or preclude time away from work, and must notify his supervisor of the appointment as far in advance as possible;
 - (ii) up to five (5) consecutive days of leave with pay to provide for the immediate and temporary care of a sick member of his family and to provide an employee with time to make alternative care arrangements where the illness is of a longer duration;

**

- (iii) up to five (5) consecutive days of leave with pay for needs directly related to the birth or to the adoption of his child. This leave may be divided into two (2) periods and granted on separate days.

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- (iv) only once in the employee's career in the Public Service, up to five (5) consecutive days for any other responsibilities provided that the employee gives the Employer at least five (5) days' notice unless otherwise agreed by the employee and the Employer. The employee must have completed one (1) year of continuous employment in the Public Service.
- (c) The total leave with pay which may be granted under sub-paragraphs (b)(i), (ii), (iii) and (iv) shall not exceed five (5) days in a fiscal year.

21.13 Court Leave

Leave with pay shall be given to an employee who is required:

- (a) to be available for jury selection and to serve on a jury,
or
- (b) by subpoena, summons or other legal instruments to attend as a witness in any proceeding, other than a proceeding in which the employee is a party, held:
 - (i) in or under the authority of a court of justice or before a grand jury,
 - (ii) before a court, judge, justice magistrate or coroner,
 - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of his 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.

21.14 Examination Leave

Leave with pay may be granted to an employee for the purpose of taking an examination during his normal 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 his professional qualifications.

21.15 Personnel Selection Leave

Where an employee participates as a candidate in a personnel selection process for a position in the Public Service, as defined in the *Public Service Staff Relations Act*, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his presence is so required. Such leave will only be granted for those periods the employee would normally be on duty.

21.16 Education Leave

- (a) An employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, for additional or special study in an academic or professional institution or for a program of special study in order to permit such an employee to improve his professional skills. The purpose of this leave is to enable the employee to perform his duties more adequately and therefore

such leave shall be directly related to the needs and interests of the Employer.

- (b) At the discretion of the Employer, an employee on education leave under this clause may receive an allowance in lieu of salary of up to one hundred per cent (100%) of his annual rate of pay as provided for in Appendix "A" of this Agreement, 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 allowances may be reduced. In such cases the amount of reduction shall not exceed the amount of the grant, bursary or scholarship.
- (c) Any allowance already being received by the employee and not part of his basic salary shall not be used in the calculation of the allowance for education leave without pay.
- (d) Allowances already being received by the employee may at the discretion of the Employer be continued during the period of the education leave and the employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- (e) As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer and stay at his service for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer:
 - (i) fails to complete the course,
 - (ii) does not resume his employment with the Employer on completion of the course,

or

- (iii) ceases to be employed before termination of the period he has undertaken to serve after completion of the course,

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

- (f) Time spent on such leave shall be counted for pay increment and for service for the purpose of calculating vacation leave.

21.17 Career Development Leave

- (a) An employee invited to give courses or lectures on matters related to his field of employment or to take part in seminars and conventions pertaining to translation or interpretation and related to his employment may, at the discretion of the Employer, be given leave with pay for such attendance. "Leave with pay" means the employee's normal compensation including any increase for which he may become eligible during his absence.
- (b) An employee shall not be entitled to any compensation under Articles 13, Overtime, and 14, Travelling Time, in respect of hours he is in attendance at or travelling to or from a conference, convention, course or lecture under the provisions of this clause.

21.18 Injury-on-duty Leave

An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is decided by a Provincial Workmen's Compensation Board that he is unable to perform his duties because of:

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

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

21.19 Maternity-related Reassignment or Leave

- (a) An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child.
- (b) An employee's request under paragraph (a) must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.
- (c) An employee who has made a request under paragraph (a) is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be

immediately assigned alternative duties until such time as the Employer:

- (i) modifies her job functions or reassigns her,
or
 - (ii) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.
- (d) Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.
- (e) Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.
- (f) An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

21.20 Medical Appointment for Pregnant Employees

- (a) Up to half a day (1/2) of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.

- (b) Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

21.21 Religious Observance

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

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21.22 Volunteer Leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, one (1) day of leave with pay to work as a volunteer for a charitable or community

organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.

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

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21.23 Personal Leave

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

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 leave at such times as the employee may request.

21.24 Leave With or Without Pay for Other Reasons

At its discretion, the Employer may grant leave with or without pay for purposes other than those specified in this Agreement.

ARTICLE 22

SEVERANCE PAY

22.01 Under the following circumstances of termination of employment, an employee shall receive severance benefits.

(a) **Lay-Off**

- (i) When an employee has completed one (1) year or more of continuous employment and is laid off, he is entitled to be paid severance pay at the time of lay-off.

- (ii) In the case of an employee who is laid off for the first (1st) time, the amount of severance pay shall be two (2) weeks' pay for the first (1st) completed year of continuous employment and one (1) week's pay for each additional completed 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).
- (iii) In the case of an employee who is laid off for a second (2nd) or subsequent time, the amount of severance pay shall be one (1) week's pay for each completed 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 he has already been granted severance pay under sub-paragraph (ii) above.

(b) **Retirement**

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

or

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

shall be paid, on termination of employment, severance pay equal to the product obtained by multiplying his weekly rate of pay on termination of employment by the number of completed years of continuous employment and, in the case of a partial year of continuous employment, by the number of days of continuous employment divided by three hundred and sixty-five (365), up to a maximum of thirty (30) years.

(c) **Resignation**

(i) Provided an employee gives not less than two (2) months' notice of his intention to resign or such shorter period as the Employer may agree, an employee who, at the time of his resignation, has ten (10) or more years of continuous employment is, subject to paragraph (b), entitled to be paid severance pay equal to the amount obtained by multiplying half (1/2) of his weekly rate of pay on resignation by the number of completed years of continuous employment up to a maximum of twenty-six (26).

(ii) Notwithstanding sub-paragraph (i), an employee who resigns to accept an appointment with a separate Employer covered by Part II of Schedule I of the *Public Service Staff Relations Act* may decide not to accept severance pay, provided that the separate Employer will accept, for the purpose of calculating severance pay, the years of service accumulated by the employee within an organization covered by Part I of Schedule I of the Act.

(d) **Termination for Cause for Reasons of Incapacity or Incompetence**

(i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to Section 11(2)(g) of the

Financial Administration Act, he shall be entitled to severance pay on the basis of one (1) week's pay for each completed 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), up to a maximum of twenty-eight (28) weeks.

- (ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence pursuant to the provisions of Section 11(2)(g) of the *Financial Administration Act*, he shall be entitled to severance pay on the basis of one (1) week's pay for each completed year of continuous employment up to a maximum of twenty-eight (28) weeks.

(e) **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, he shall be entitled to severance pay on the basis of one (1) week's pay for each completed year of continuous employment.

22.02 Severance Pay on Death

If an employee dies, there shall be paid to his estate an amount determined in accordance with paragraph 22.01(b) regardless of any other benefit payable.

22.03 General

- (a) The period of continuous employment used in the calculation of severance benefits payable to an employee under this Article

shall be reduced by any period of continuous employment in respect of which the employee had already been granted severance pay, retiring leave, rehabilitation leave or a cash gratuity in lieu thereof by the Public Service, a Federal Crown Corporation, the Canadian Forces or the Royal Canadian Mounted Police.

- (b) Except as otherwise specified in this Agreement periods of leave without pay in excess of three (3) months shall not be counted as continuous employment for the purpose of calculating severance pay.
- (c) In this article “pay” means the rate of pay of the employee’s substantive position.
- (d) Notwithstanding paragraph 22.03(c), where an employee has been in an acting position for more than two (2) years at the time of severance, the rate of pay used to determine the employee’s severance pay is the employee’s acting rate of pay.
- (e) Under no circumstances shall the maximum severance pay provided under this article be pyramided.

ARTICLE 23
EMPLOYEE PERFORMANCE REVIEW
AND EMPLOYEE FILES

23.01

- (a) When a formal assessment of an employee’s performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to him at that time. An employee’s signature on his assessment form will be considered to be an indication only that its contents have been

read and shall not indicate his concurrence with the statements contained on the form.

- (b) The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.
- (c) An employee has the right to make written comments to be attached to the performance review form.

23.02 Upon request, an employee shall be granted access to his personal file at least once a year, in the presence of an authorized representative of the Employer.

ARTICLE 24

SUSPENSION AND DISCIPLINE

24.01 When an employee is suspended from duty, the Employer shall provide the reason for the suspension in writing and shall endeavour to do so at the time of the suspension.

24.02 The Employer shall notify the Association as soon as possible that such suspension has occurred.

24.03 When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him, the employee is entitled to have, at his request, a representative of the Association attend the meeting. Where practicable, the employee shall receive a minimum of one (1) day's notice of such a meeting.

24.04 The Employer agrees not to introduce as evidence at a hearing relating to disciplinary action any document from the employee's file the content of which was not made known to the employee at the time it was placed on his file or within a reasonable time thereafter.

24.05 Any document relating to disciplinary action that is 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 other disciplinary action has been recorded during this period.

ARTICLE 25
HEALTH AND SAFETY

25.01 The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees and agrees to correct within a reasonable delay any situation which can be detrimental to their health or safety. The Employer will welcome suggestions on the subject from the Association 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.

25.02

- (a) An interpreter may be relieved by the unit head of any interpretation work when the technical equipment or the facilities do not meet the minimum standards of the Canadian General Standards Board.
- (b) The Employer shall make a headset available to the interpreter without cost.

ARTICLE 26
WORK AREAS

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The Employer shall undertake to consult in the spirit of clauses 31.02, 31.03 and 31.04 of this collective agreement the Association's head office as soon as possible and throughout the process prior to

finalizing plans to move or rearrange work areas, to familiarize himself with the employees' concerns.

ARTICLE 27
REFERENCE MATERIAL

27.01 The Employer agrees that employees shall have access to all publications or other documentation considered necessary to their work by the Employer.

27.02 Where operational requirements permit, the Employer shall allow interpreters prior familiarization with the subject matter and nature of the meeting to which they are assigned, by obtaining from organizers any necessary reference material and by arranging for appropriate information and briefing sessions. The Employer shall give interpreters the opportunity to prepare effectively for their duties by assigning them to reference work whenever necessary.

ARTICLE 28
WORKING LANGUAGES OF INTERPRETERS

Considering that skill to work both from English to French and from French to English meets the standards of the Translation Bureau, the Employer shall not require knowledge of a third language from interpreters recruited for work in both official languages of Canada.

ARTICLE 29
DISPUTE RESOLUTION

The Employer and the Association are agreed that it is appropriate, as often as possible, to resolve disputes at the level where they occur without necessarily invoking the filing of a grievance, with the participation of the employee and a representative of the Employer, and preferably at the lowest possible level of management.

Accordingly, and subject to agreement between the employee and the Employer's representative, an alternative dispute resolution process, characterized by open co-operation, frank exchanges of views and a quest for innovative solutions, may be used.

The employee and the Employer's representative may decide to seek the co-operation of a neutral third party not associated with the dispute. The role of this third party will be to attempt to reconcile the parties, promote open and full discussion and identify solutions that satisfy both parties. Paragraph 30.02 shall apply throughout the alternative dispute resolution process.

ARTICLE 30

GRIEVANCE PROCEDURE

30.01 Presentation

- (a) Subject to and as provided in Section 91 of the *Public Service Staff Relations Act*, an employee who feels that he has been treated unjustly or considers himself 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 paragraph (b), except that:
 - (i) where there is another administrative procedure provided by or under any Act of Parliament to deal with his specific complaint such procedure must be followed,

and
 - (ii) where the grievance relates to the interpretation or application of this Collective Agreement or an arbitral award, he is not entitled to present the grievance unless he has the approval of and is represented by the Association.

- (b) An employee who wishes to present a grievance at any prescribed step in the grievance procedure, shall transmit this grievance to his immediate supervisor or local officer-in-charge who shall forthwith:
 - (i) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate step,

and
 - (ii) provide the employee with a receipt stating the date on which the grievance was received by him.
- (c) A grievance of an employee 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.

30.02 Right to Representation

- (a) If he so desires an employee may be assisted and/or represented by the Association when presenting a grievance at any step.
- (b) The Association shall have the right to consult with the Employer with respect to a grievance at each or any step of the grievance procedure.

30.03 Steps in the Procedure

- (a) There shall be no more than four (4) steps in the grievance procedure. These steps shall be as follows:
 - (i) Step 1 – first (1st) level of management.
 - (ii) Step 2 - (and three (3) in departments or agencies where such a step is established) – one (1) (or two (2)) intermediate step(s).

- (iii) Final Step - Deputy Head or his authorized representative.
- (b)
- (i) The Employer shall designate a representative at each step in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented.
 - (ii) 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 Association.

30.04 Time Limits

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

- (a) An employee may present a grievance to the first step of the procedure in the manner prescribed in paragraph 30.01(b), not later than the twenty-fifth (25th) day after the date:
 - (i) on which he is notified orally or in writing,
 - or
 - (ii) on which he first becomes aware of the action or circumstances giving rise to grievance.

- (b) An employee may present a grievance at each succeeding step in the grievance procedure beyond the first step either:
 - (i) where the decision or settlement is not satisfactory to him, within ten (10) days after that decision or settlement has been conveyed in writing to him by the Employer,
 - or
 - (ii) where the Employer has not conveyed a decision to him within the time prescribed in paragraph 30.04(c), within fifteen (15) days after he presented the grievance at the previous step.
- (c) The Employer shall normally reply to an employee's grievance at any step of the grievance procedure, except the Final Step, within ten (10) days after the grievance is presented, and within twenty (20) days where the grievance is presented at the Final Step.
- (d) Any employee who fails to present a grievance to the next higher step within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond his control, he was unable to comply with the prescribed time limits.
- (e) The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Association representative, except as provided in clause 30.06.

30.05 Grievance by Mail

- (a) Where the provisions of paragraph 30.01(b) cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on

the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate office of the department or agency concerned.

- (b) The Employer shall be deemed to have delivered a reply at any step on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his grievance at the next higher step shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

30.06 Grievance on Discharge

Where the Employer discharges an employee, the grievance procedure set forth in this Agreement shall apply except that:

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

30.07 Referral to Adjudication

- (a) Where an employee has presented a grievance up to and including the Final Step in the grievance procedure with respect to:
 - (i) the interpretation or application in respect of him of a provision of this Collective Agreement or a related arbitral award,

or

- (ii) disciplinary action resulting in discharge, suspension or a financial penalty,

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

- (b) Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of him of a provision of this Agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the Association signifies in the prescribed manner:
 - (i) its approval of the reference of the grievance to adjudication,
 - and
 - (ii) its willingness to represent the employee in the adjudication proceedings.

30.08 National Joint Council Grievance

In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council (NJC) of the Public Service on items which may be included in a collective agreement and which the parties to this agreement have endorsed, the grievance procedure will be in accordance with Section 14 of the NJC By-Laws.

30.09 General

- (a) Where an employee has been represented by the Association in the presentation of his grievance, the Employer will provide

the appropriate representative of the Association with a copy of the Employer's decision at each step of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

- (b) Where it appears that the nature of the grievance is such that a decision cannot be given below a particular step of the grievance procedure, any or all the steps except the Final Step may be eliminated by agreement of the Employer and the employee, and, where applicable, the Association.
- (c) Where a grievance has been presented up to and including the final level in the grievance process, and the grievance is not one that may be referred to adjudication, the decision on the grievance taken at the final level in the grievance process is final and binding and no further action may be taken under the *Public Service Staff Relations Act*.
- (d) An employee may by written notice to his immediate supervisor or officer-in-charge abandon a grievance.
- (e) No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his grievance or refrain from exercising his right to present a grievance, as provided in this Collective Agreement.

ARTICLE 31 CONSULTATION

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

provisions in collective agreements. The parties may also consult on other issues, by mutual consent.

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

31.03 To be efficient, consultation must take place as soon as possible before the final decision is made; as much as possible, it must begin as soon as an issue is raised or a problem arises and before parties start formulating their conclusions. It must continue at each stage of the process.

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

ARTICLE 32

TRAINING AND DEVELOPMENT

32.01 The parties acknowledge the contribution of training to the development of individual and organizational capacity.

32.02 The Employer shall consult the Association's head office at the beginning of the fiscal year on implementation of the training policy during that year.

32.03 The Employer shall consult each employee once a year regarding his training needs.

ARTICLE 33
TECHNOLOGICAL CHANGE

33.01 Both parties recognize the overall advantages of technological change. Both parties will, therefore, encourage and promote technological change and improvements in the field of translation, interpretation and terminology.

33.02 The Employer agrees to provide as much advance notice as is practicable but not less than three (3) months' notice to the Association's head office of any major technological change in equipment which would result in significant changes in the employment status or working conditions of employees. In addition, the Employer agrees to consult with the Association's head office with a view to resolving problems which may arise as a result of the introduction of such technological change.

ARTICLE 34
PART-TIME EMPLOYEES

34.01 General

- (a) Part-time employees shall be entitled to the benefits provided under this agreement in the same proportion as their normal scheduled weekly hours of work compare with the normal weekly hours of work of full-time employees, unless otherwise specified.
- (b) Notwithstanding paragraph 34.01(a), there shall be no prorating of a "day" in clause 21.02, Bereavement Leave.
- (c) Part-time employees shall be paid at the straight-time hourly rate of pay for all work performed up to seven and one-half (7 1/2) hours in a day or thirty-seven and one-half (37 1/2) hours in a week.

**

- (d) Except in cases of emergency, call-back, or mutual agreement, the Employer shall, wherever possible, give at least twelve (12) hours' notice of any requirement for the part-time employee to work on a day which is not part of his normal scheduled weekly hours of work.
- (e) The days of rest provisions of this collective agreement apply only in a week when a part-time employee has worked five (5) days and a minimum of thirty-seven and one-half (37 1/2) hours in a week at the straight-time hourly rate of pay.
- (f) Leave will only be provided:
 - (i) during those periods in which employees are scheduled to perform their duties;
 - or
 - (ii) where it may displace other leave as prescribed by this Agreement.

34.02 Designated Holidays

- (a) A part-time employee shall not be paid for the designated holidays but shall, instead, receive a four point two five per cent (4.25%) allowance for all straight-time hours worked during the period of part-time employment.
- (b) When a part-time employee is required to work on a designated holiday he shall be paid according to the provisions of clause 13.05 for all the hours worked on the holiday.

34.03 Overtime

- (a) "Overtime" means authorized work performed in excess of seven and one-half (7 1/2) hours a day or thirty-seven and

one-half (37 1/2) hours a week but does not include time worked on a holiday.

- (b) A part-time employee who is required to work overtime shall according to the provisions of this article and of clauses 13.03 and 13.04. The provisions of clause 13.10 shall apply.

34.04 Annual Leave

A part-time employee shall earn annual 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 work week, at the rate for years of employment established in paragraph 18.01(a), prorated and calculated as follows:

- (a) when the entitlement is nine decimal three seven five (9.375) hours a month, .250 multiplied by the number of hours in the employee's work week per month;
- (b) when the entitlement is twelve decimal five (12.5) hours a month, .333 multiplied by the number of the hours in the employee's work week per month;
- (c) when the entitlement is thirteen decimal seven five (13.75) hours a month, .367 multiplied by the number of hours in the employee's work week per month;
- (d) when the entitlement is fourteen decimal three seven five (14.375) hours a month, .383 multiplied by the number of hours in the employee's work week per month;
- (e) when the entitlement is fifteen decimal six two five (15.625) hours a month, .417 multiplied by the number of hours in employee's work week per month;
- (f) when the entitlement is sixteen decimal eight seven five (16.875) hours a month, .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, .500 multiplied by the number of hours in the employee's workweek per month.

34.05 Sick Leave

A part-time employee shall earn sick leave credits at the rate of one-quarter (1/4) of the number of hours in an employee's normal work week 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 work week.

34.06 Annual and Sick Leave Administration

- (a) For the purposes of administration of clauses 34.04 and 34.05, where an employee does not work the same number of hours each week, the normal work week shall be the weekly average calculated on a monthly basis.
- (b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn annual or sick leave credits in excess of the entitlement of a full-time employee.

34.07 Severance Pay

To establish the period of continuous employment eligible for severance pay part-time periods shall be consolidated to equivalent full-time. The equivalent full-time period in years, including a fraction, shall be used the calculation of severance pay.

**ARTICLE 35
ILLEGAL STRIKES**

An employee who takes part in an illegal strike as defined in the *Public Service Staff Relations Act* is liable to the penalties provided

for in the said Act and to disciplinary action up to and including termination of employment pursuant to the provisions of Section 11(2)(f) of the *Financial Administration Act*.

ARTICLE 36
NATIONAL JOINT COUNCIL (NJC) AGREEMENTS

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 after 6 December 1978 will form part of this agreement, subject to the *Public Service Staff Relations Act* (PSSRA) and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act specified in Schedule II of the PSSRA.

NJC items which may be included in a collective agreement are those items which the parties to the NJC agreements have designated as such and are listed in the Appendix "E" of the NJC Memorandum of Understanding which took effect as of 5 May 1994.

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

**

- (1) Foreign Service Directives
- (2) Travel Directive
- (3) Isolated Posts Directive
- (4) Living Accommodation Charges Directive
- (5) Memorandum of Understanding on the Definition of Spouse
- (6) Relocation Directive

- (7) Commuting Assistance Directive
- (8) Bilingualism Bonus Directive
- (9) Work Force Adjustment Directive
- (10) Public Service Health Care Plan Directive
- (11) Uniforms Directive

Occupational Safety and Health

- (12) Boilers and Pressure Vessels Directive
- (13) Dangerous Substances Directive
- (14) Electrical Safety and Health Standard
- (15) Elevating Devices Directive
- (16) First Aid Safety and Health Standard
- (17) First Aid to General Public – Allowance for Employees
- (18) Tools and Machinery Safety and Health Standard
- (19) Hazardous Confined Spaces Directive
- (20) Materials Handling Directive
- (21) Motor Vehicle Operations Directive
- (22) Noise Control and Hearing Conservation Directive
- (23) Personal Protective Equipment and Clothing Directive
- (24) Pesticides Directive
- (25) Elevated Work Structures Safety Standard
- (26) Use and Occupancy of Buildings

(27) Sanitation Safety and Health Standard

(28) Refusal to Work Directive.

During the term of this Collective Agreement, other directives, policies or regulations may be added to the above noted list.

Grievances in regard to the above directives, policies or regulations shall be filed in accordance with clause 30.08 of this Collective Agreement.

ARTICLE 37

EMPLOYEES ON THE PREMISES OF OTHER EMPLOYERS

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

****ARTICLE 38**

PROFESSIONNAL FEES

38.01 Upon receipt of proof of payment, the Employer shall reimburse the employee up to six hundred dollars (\$600) for the annual dues payable to one (1) of the professional association members of the Canadian Translators, Terminologists and Interpreters Council when the payment of such dues is required for the performance of the duties of that employee's position.

38.02 If payment of said dues is not required for the performance of the duties of that employee's position, but eligibility for the professional status conferred by one (1) of these associations constitutes a qualification under the selection and evaluation standards

for the Translation Group, the Employer shall reimburse the employee for the annual dues paid, up to the amount set in 38.01.

ARTICLE 39
TERM OF AGREEMENT

**

39.01 The duration of this Collective Agreement shall be from the date it is signed to 18 April 2005.

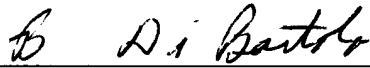
39.02 Unless otherwise expressly stipulated, this Collective Agreement shall become effective on the date it is signed.

39.03 The present Agreement may be amended by mutual agreement.

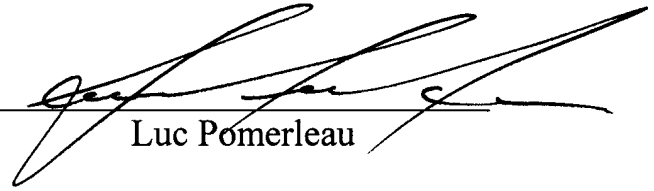
SIGNED AT OTTAWA, this 23rd day of the month of February 2004.

THE TREASURY BOARD
OF
CANADA

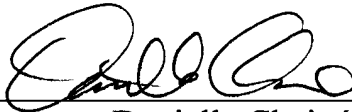
THE CANADIAN
ASSOCIATION OF
PROFESSIONAL
EMPLOYEES



Brent DiBartolo



Luc Pomerleau



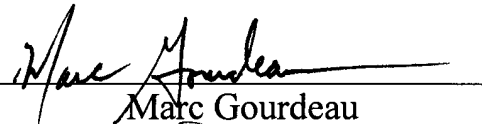
Danielle Chainé



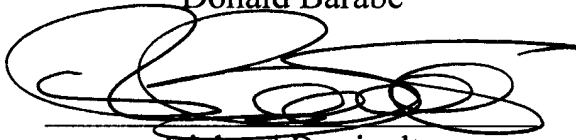
Suzanne Dumas



Donald Barabé



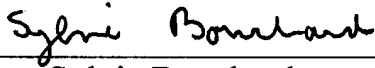
Marc Gourdeau



Richard Berriault



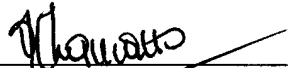
Marc Grenon



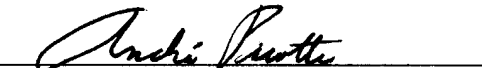
Sylvie Bouchard



Marie-Thérèse Mocanu



Dominique Chauvaux



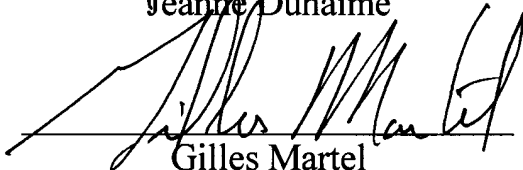
André Picotte



Jeanne Duhaime



Michel Roy



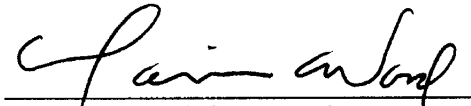
Gilles Martel



Claude Danik

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ASSOCIATION OF
PROFESSIONAL
EMPLOYEES


Alain Wood


Hélène Paris


Louise Richer

****APPENDIX "A"**

**TRANSLATION GROUP
ANNUAL RATES OF PAY
(in dollars)**

- X) Pay Equity Adjustment Effective April 19, 2003**
A) Effective April 19, 2003
B) Effective April 19, 2004

TR-1

From: \$	37691	38769	39845	40922	41998
To: X	41536	42614	43690	44767	45843
A	42574	43679	44782	45886	46989
B	43638	44771	45902	47033	48164

TR-2

From: \$	41570	43613	45658	47699	49748	51785	53831	56142
To: X	45415	47458	49503	51544	53593	55630	57676	59987
A	46550	48644	50741	52833	54933	57021	59118	61487
B	47714	49860	52010	54154	56306	58447	60596	63024

TR-3

From: \$	51830	54267	56699	59132	61568	64005	66754
To: X	55675	58112	60544	62977	65413	67850	70599
A	57067	59565	62058	64551	67048	69546	72364
B	58494	61054	63609	66165	68724	71285	74173

TR-4

From: \$	57214	59548	61883	64216	66551	68883	71666	74354
To: X	61059	63393	65728	68061	70396	72728	75511	78199
A	62585	64978	67371	69763	72156	74546	77399	80154
B	64150	66602	69055	71507	73960	76410	79334	82158

TR-5

From: \$	72691	74844	76998	79152	81306
To: X	76536	78689	80843	82997	85151
A	78449	80656	82864	85072	87280
B	80410	82672	84936	87199	89462

PAY NOTES

Pay Adjustments

**

1. **Adjustments respecting TR-1s, TR-2s, TR-3s, TR-4s and TR-5s**

Subject to notes (2) and (3), an employee being paid in the TR-1, TR-2, TR-3, TR-4, or TR-5 scale of rates shall be paid, as of the effective dates of the X, A, or B scales, at the rate shown immediately below his rate the day before.

Pay Increment for Full Time and Part-Time Employees

**

2. **Employee paid in the TR-2, TR-3, TR-4 or TR-5 scale of rates**

The pay increment period for an employee paid in the TR-2, TR-3, TR-4 or TR-5 scale of rates is twelve (12) months. The pay increment shall be to the next rate in the applicable scale, unless the maximum has been reached.

**

A part-time employee in the TR-2, TR-3, TR-4 or TR-5 scale of rates who on the date of signing of the collective agreement, has been at his actual rate of pay for at least twelve (12) months shall receive one pay increment effective at the date of signing, unless the maximum has been reached. The next pay increment will be calculated from this date.

**

3. **Employee paid in the TR-1 scale of rates**

The pay increment period for an employee paid in the TR-1 scale of rates is six (6) months. The pay increment shall be to the next rate in the pay scale, unless the maximum has been reached.

**

A part-time employee in the TR-1 scale of rates who on the date of signing of the collective agreement, has been at his actual rate of pay for at least six (6) months shall receive one pay increment effective at the date of signing, unless the maximum has been reached. The next pay increment will be calculated from this date.

**

4. **First Pay Increment**

The pay increment date for an employee, appointed on or after the date of signing of this collective agreement, to a position in the bargaining unit upon promotion, demotion or from outside the Public Service, shall be the anniversary date of such an appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to the signing date of this collective agreement, remains unchanged.

Pay Supplements

5.

- (a) A supplement of seven per cent (7%) of the employee's pay shall be added to the pay of the employee classified as TR-2 who is in:

- (i) a combined translator-interpreter position where the work requires significant additions to the responsibilities of translators' positions, in the form of simultaneous interpretation functions corresponding to at least twenty-five per cent (25%) of working time;
 - or
 - (ii) a position of translator assigned to parliamentary service to translate the debates of the Senate and of the House of Commons, in the evening or at night, under pressure at all times, and in accordance with production standards which are qualitatively and quantitatively reasonable as determined by the Employer.
- (b)
- (i) An employee at the TR-2 level who on May 15, 1998, the date of signature of the agreement in principle on renewal of the Translation Group collective agreement which expired on 18 April 1997, was the incumbent of a designated specialist position, shall be entitled to salary protection equivalent to a seven per cent (7%) supplement calculated on the pay of this present agreement. This salary protection shall also apply to an employee at the TR-2 level who, as of the above-mentioned date, had made a written request for a review of his case for the purpose of obtaining this supplement, and is subsequently granted it as a result of the review.

- (ii) This salary protection shall continue as long as the employee remains in the same bargaining unit.
 - (iii) The protection granted under (i) above shall continue in effect following a lateral transfer or a reinstatement at the TR-2 level.
 - (iv) Salary protection shall be definitively withdrawn from an employee referred to in paragraph (i) on a written request by the employee.
- (c) A supplement of four per cent (4%) of the employee's pay shall be added to the pay of the employee classified as TR-3 who is the head of an isolated sub-section.
- (d)
- (i) A supplement of four per cent (4%) of the employee's pay shall be added to the pay of the employee classified as TR-2 or TR-3 who is in a multilingual position or who is assigned to the multilingual service and who translates:
 - (A) from two (2) official languages to one (1) aboriginal or foreign language,
or
 - (B) from one (1) aboriginal or foreign language to two (2) official languages,
or
 - (C) from two (2) aboriginal or foreign languages to one (1) official language,

or

(D) from one (1) official language to two (2) aboriginal or foreign languages

or

- (ii) A supplement of seven per cent (7%) of the employee's pay shall be added to the pay of the employee classified as TR-2 or TR-3 who is in a multilingual position or who is assigned to the multilingual service and who translates from at least six (6) aboriginal or foreign languages to one (1) official language, or vice-versa.
 - (iii) For the purpose of interpreting this paragraph, "translates" means translation, revision or quality control.
- (e) A supplement of four per cent (4%) of the employee's pay shall be added to the pay of the employee classified as TR-2 or TR-3 who occupies a terminologist position or is assigned to the terminology service and has oral and written proficiency in a third (3rd) language which he uses in the performance of his duties in addition to the two (2) official languages.
- (f) A supplement of sixty dollars (\$60) shall be added to the pay of an employee who occupies an official languages interpreter position for each day during which, at the Employer's discretion, he performs foreign language interpretation, regardless of the type or duration of such interpretation. This supplement shall be paid annually after the end of the fiscal year.

- (g) A supplement of seven dollars (\$7) for each gross hour of televised interpretation shall be paid to an employee who interprets a debate or conference in the minority language as the sole interpreter assigned, or who interprets a debate or conference in the majority language as a member of a two-person (2) team. This supplement shall be paid twice (2) each fiscal year. For this purpose, total televised interpretation time shall be calculated to the nearest quarter (1/4) hour.
- (h) A supplement of five dollars and fifty cents (\$5.50) for each gross hour of interpretation shall be paid to an employee who interprets the debates of the House of Commons. This supplement shall be paid twice (2) each fiscal year. For this purpose, total interpretation time shall be calculated daily to the nearest quarter (1/4) hour.
- (i) Article 15 shall apply to an employee who performs the functions of a position described in this clause on a temporary basis.
- (j) A supplement of four per cent (4%) of the employee's pay shall be added to the pay of the employee classified as TR-3 assigned to the parliamentary service and who usually work in the evening or at night, under pressure at all times, or who also works in the evening or at night and can be assigned to the parliamentary debates service at a moment notice.
- (k) A supplement of seven per cent (7%) of the employee's pay shall be added to the pay of the employee classified as TR-3 who occupies a position in conference interpretation in foreign languages.

- (l) The above-mentioned supplements shall be rounded to the nearest dollar and shall be considered as pay for all purposes.
- (m) An employee who completes his normal work day in accordance with the provisions of paragraph 12.01(b) shall receive an allowance of seven dollars (\$7) per hour for each hour worked before 8:00 a.m. and after 6:00 p.m. This allowance shall be rounded up on a daily basis to the half-hour above. It shall not apply to overtime hours.

**

6.

- (a) Supplements 7(a), (b), (c), (d), (e), (i) and (j) are calculated from the A, or B scales in Appendix A.

APPENDIX "B"


**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TREASURY BOARD
AND
THE CANADIAN ASSOCIATION OF PROFESSIONAL EMPLOYEES**

If at any time during the life of the Translation Group Collective Agreement, the House of Commons changes its work schedule, the parties thereto agree to reopen Articles 12, Hours of Work, and 19, Parliamentary Leave and Interpretation Leave, upon request of either one.

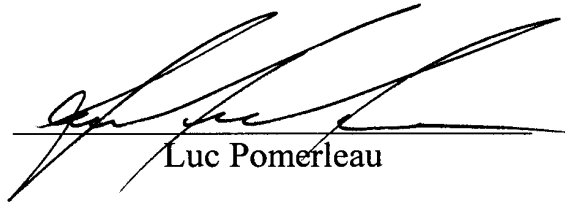
SIGNED AT OTTAWA, this 23rd day of the month of February 2004.

THE TREASURY BOARD
OF
CANADA

THE CANADIAN
ASSOCIATION OF
PROFESSIONAL
EMPLOYEES



Danielle Chainé



Luc Pomerleau

APPENDIX “C”**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TREASURY BOARD OF CANADA
AND
THE CANADIAN ASSOCIATION OF PROFESSIONAL EMPLOYEES**

The Employer and the Association, as defined in Clause 2 of this Agreement, hereby agree to create a joint committee to examine the working conditions and work patterns of TR employees of the Interpretation and Parliamentary Translation Directorate. The joint committee shall examine in particular the TRs’ work schedules; the conditions under which the TR profession is exercised; the terms and conditions that govern parliamentary leave and interpretation leave; and the operational conditions that prevail in their particular field of employment. The joint committee shall produce recommendations, which will be made available to both parties concerned for examination at the next round of collective agreement negotiations.

Should the joint committee wish to examine other matters or obtain funds to cover expenses, the Employer and the Association shall have to give consent in writing to a broadening of the joint committee’s terms of reference or to the proposed expenses.

The joint committee shall begin its work no later than sixty (60) days after the date of signing of the TR Group’s collective agreement and shall submit its recommendation no later than two (2) months before the expiration date of the said collective agreement, unless the Employer and the Association agree in writing to extend the deadline. The joint committee shall produce a single report, which shall reflect the consensus of participants from both parties to the joint committee.

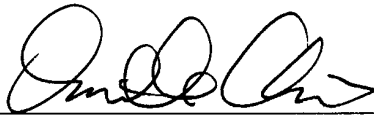
The joint committee is free to choose its own mode of operation and to constitute working groups as it sees fit. The deliberations of the joint committee are confidential.

While an equal number of participants on both the Employer's or the Association's side is not required, the joint committee shall endeavour to establish a balanced structure between the number of participants representing the Employer and the number of participants representing the Association. The membership of the joint committee is not to exceed 10 participants. Selection of participants is to be made by the Employer and the Association and each party will appoint a co-chair. The two co-chairs are to work together to ensure the efficient and effective conduct of the joint committee's business. This includes facilitating the discussions and enforcing the terms of this Memorandum of Understanding.

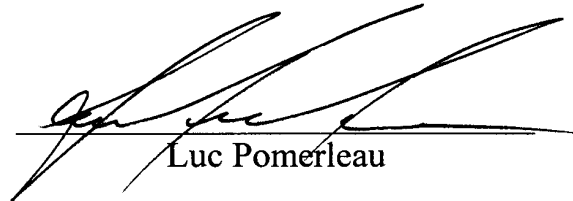
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