

ARTICLE 18
SICK LEAVE WITH PAY

18.01 Credits

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 seventy-five (75) hours.

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

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

and

(b) he has the necessary sick leave credits.

18.05 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 18.02 above, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to once hundred and eighty seven decimal five (187.5) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

18.06 Unless the employee is otherwise informed by the Employer, a statement signed by him stating that because of illness or injury he was unable to perform his duties shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 18.02(a). The Employer may obtain at any time a medical opinion from Health Canada or its authorized agent on the employee's ability to perform all or some of his duties.

ARTICLE 19
OTHER LEAVE WITH OR WITHOUT PAY

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

19.02 Bereavement Leave With Pay

For the purpose of this clause, immediate family is defined as the father, mother, child (or alternatively stepparent, foster parent, stepchild or ward) of the employee or the employee's spouse (including common-law partner), brother, sister, spouse (including common-law partner), grandchild of the employee, the employee's grandparent, or any other relative permanently residing in the employee's household or with whom the employee permanently resides.

- (a) When a member of the employee's immediate family dies, an employee:
 - (i) shall be entitled to a bereavement period of five (5) consecutive calendar days which must include the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for that employee.
 - (ii) In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- (b) An employee is entitled to up to one (1) day's bereavement leave with pay for the purpose related to the death of, son-in-law, daughter-in-law, brother-in-law or sister-in-law, or in the event of the death of any member of the immediate family defined in this clause when the employee does not avail himself or herself of the entitlement in 19.02(a).
- (c) 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 and/or in a manner different than that provided for in paragraphs 19.02(a) and (b).

19.03 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 eighteen (18) weeks after the termination date of pregnancy.
- (b) Notwithstanding paragraph (a):

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

or

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

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

- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- (e) An employee who has not commenced maternity leave without pay may elect to:
- (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 18 Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 18 Sick Leave With Pay, shall include medical disability related to pregnancy.
- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

19.04 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 maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,

and

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

(allowance received)	X	(remaining period to be worked following her return to work)
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[total period to be worked as specified in (B)]

however, an employee whose specified period of employment expired and who is rehired in any portion of the Core Public Administration as specified in the *Public Service Labour Relations Act* within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return

to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,

and
 - (ii) for each week that the employee receives a maternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate of pay and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 19.04(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan maternity benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Québec.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
- (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.

- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(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.

19.05 Special Maternity Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 19.04(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 or Québec Parental Insurance Plan maternity benefits;

and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 19.04(a), other than those specified in sections (A) and (B) of subparagraph 19.04(a)(iii);

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph 19.05(a)(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 19.04 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or Québec Parental Insurance Plan maternity benefits for the reasons described in subparagraph 19.05(a)(i).

19.06 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) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two periods.
- (d) Notwithstanding paragraphs (a) and (b):
 - (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
 - or
 - (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

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

- (e) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the commencement date of such leave.
- (f) The Employer may:
 - (i) defer the commencement of parental leave without pay at the request of the employee;
 - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.

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

19.07 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, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer.

and
 - (iii) has signed an agreement with the Employer stating that:
 - (A) the employee will return to work 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 19.04(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:

(allowance received) X (remaining period to be worked following his/her return to work)

[total period to be worked as specified in (B)]

however, an employee whose specified period of employment expired and who is rehired in any portion of the Core Public Administration as specified in the *Public Service Labour Relations Act* within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay, for each week of the waiting period, less any other monies earned during this period;
 - (ii) for each week the employee receives parental, adoption or paternity benefits under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate of pay and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his/her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;
 - (iii) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 19.07(c)(i) will be estimated and advanced to the employee. Adjustments will be made once

the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan parental benefits.

- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Québec.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity 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.
- (k) The maximum combined maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.

19.08 Special Parental Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 19.07(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-Term Disability (LTD) Insurance portion of the Public Service Management

Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance or Québec Parental Insurance Plan benefits;

and

- (ii) has satisfied all of the other eligibility criteria specified in paragraph 19.07(a), other than those specified in sections (A) and (B) of subparagraph 19.07(a)(iii);

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph 19.08(a)(i), the difference between ninety-three per cent (93%) of the employee's rate of pay, and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 19.07 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in subparagraph 19.08(a)(i).

19.10 Leave Without Pay for the Care of Immediate Family

Transitional Provisions

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.

Subject to operational requirements, 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) 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 such notice cannot be given, because of an urgent or unforeseeable circumstance;
- (c) leave granted under this clause shall be for a minimum period of three (3) weeks;
- (d) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in the Public Service.

19.11 Leave Without Pay for Personal Needs

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

- (a) Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs.
- (b) Subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs.
- (c) An employee is entitled to leave without pay for personal needs only once under each of paragraphs (a) and (b) of this clause during his total period of employment in the Public Service. Leave without pay granted under this clause may not be used in combination with maternity, paternity or adoption leave without the consent of the Employer.
- (d) Leave granted under paragraph (a) of this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.
- (e) Leave without pay granted under paragraph (b) of this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

19.12 Leave Without Pay for Relocation of Spouse

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

19.13 Leave With Pay for Family-Related Responsibilities

- (a) For the purpose of this clause, family is defined as spouse (or common-law partner resident with the employee), children (including foster children, children of legal or common-law partner), parents (including stepparents or foster parents), or any relative permanently residing in the employee’s household or with whom the employee permanently resides.
- (b) The Employer shall grant leave with pay under the following circumstances:
 - (i) an employee is expected to make every reasonable effort to schedule medical or dental appointments for family members to minimize or preclude his absence from work, however, when alternate arrangements are not possible an employee shall be granted leave 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 provision must notify his supervisor of the appointment as far in advance as possible;
 - (ii) leave with pay to provide for the immediate and temporary care of a sick or elderly member of the employee’s family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
 - (iii) leave with pay for needs directly related to the birth or to the adoption of the employee’s child.;
- (c) The total leave with pay which may be granted under sub-clause (b)(i), (ii), and (iii) shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.

19.14 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, a single period of up to seven decimal five (7.5) hours of leave with pay to work as a volunteer for a charitable or community organisation or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign;

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

19.19 Other Leave With or Without Pay

At its discretion, the Employer may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for duty;
- (b) leave with or without pay for purposes other than those specified in this Agreement.
- (c) **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, a single period of up to seven decimal five (7.5) hours of leave with pay for reasons of a personal nature.

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

19.20 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 clause 19.20(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 a medical opinion from Health Canada or its authorized agent.

- (c) An employee who has made a request under clause 19.20(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.

ARTICLE 20
CAREER DEVELOPMENT

20.01 General

The parties recognize that in order to maintain and enhance professional expertise, employees, from time to time, need to have an opportunity to attend or participate in career development activities described in this Article.

20.02 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, to attend a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable him to fill his present role more adequately, or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.
- (b) An employee on Education Leave without pay under this clause shall receive an allowance in lieu of salary up to one hundred per cent (100%) of his basic salary. The percentage of the allowance is at the discretion of the Employer. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
- (c) Allowances already being received by the employee may, at the discretion of the Employer, be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- (d) As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer:
 - (i) fails to complete the course,
 - (ii) does not resume employment with the Employer on completion of the course,or
 - (iii) ceases to be employed, except by reason of death or lay-off, 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 under this clause during the education leave or such lesser sum as shall be determined by the Employer.

20.03 Attendance at Conferences and Conventions

- (a) The parties to this Agreement recognize that attendance or participation at conferences, conventions, symposia, workshops and other gatherings of a similar nature contributes to the maintenance of high professional standards.
- (b) In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity on occasion to attend conferences and conventions which are related to his field of specialization.
- (c) The Employer may grant leave with pay and reasonable expenses including registration fees to attend such gatherings.
- (d) An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, in travel status. The Employer shall pay the registration fees of the convention or conference the employee is required to attend.
- (e) An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to his field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for his payment of convention or conference registration fees and reasonable travel expenses.
- (f) An employee shall not be entitled to any compensation under Article 14, Travelling Time, in respect of hours he is in attendance at or travelling to or from a conference or convention under the provisions of this clause, except as provided by paragraph (d).

20.04 Professional Development

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

- (b) Subject to the Employer's approval an employee shall receive leave with pay in order to participate in the activities described in paragraph 20.04(a).
- (c) An employee may apply at any time for professional development under this clause, and the Employer may select an employee at any time for such professional development.
- (d) When an employee is selected by the Employer for professional development under this clause the Employer will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.
- (e) An employee selected for professional development under this clause shall continue to receive his normal compensation including any increase for which he may become eligible. The employee shall not be entitled to any compensation under Article 14, Travelling Time, while on professional development under this clause.
- (f) An employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.

20.05

- (a) The Employer shall establish Selection Criteria taking into consideration Budgetary and Operational Constraints for granting leave under clauses 20.02, 20.03 and 20.04. Upon request, a copy of these criteria will be provided to an employee and/or the Association Representative.
- (b) The parties to this Collective Agreement acknowledge the mutual benefits to be derived from consultation on Career Development. To this effect, the Employer, upon request, will consult with the Association as prescribed in Article 25, Joint Consultation.

20.06 Examination Leave With Pay

Leave with pay may be granted to an employee for the purpose of writing an examination which will require the employee's absence 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 qualifications.

ARTICLE 21
LEAVE - GENERAL

21.06 Except as otherwise specified in this Agreement, where leave without pay for a period in excess of three (3) months is granted to an employee, the total period of leave granted shall be deducted from “continuous employment” for the purpose of calculating severance pay and from “service” for the purpose of calculating vacation leave; time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

ARTICLE 22
SEVERANCE PAY

22.01 Under the following circumstances and subject to clause 22.02 an employee shall receive severance benefits calculated on the basis of his weekly rate of pay:

(a) Lay-Off

- (i) On the first (1st) lay-off after November 28, 1969, two (2) weeks' pay for the first (1st) complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
- (ii) On second (2nd) or subsequent lay-off after November 28, 1969, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which he was granted Severance Pay under subparagraph 22.01(a)(i) above.

(b) Resignation

On resignation, subject to paragraph 22.01(c) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

(c) Retirement

On retirement, when an employee is entitled to an immediate annuity or to an immediate annual allowance under the *Public Service Superannuation Act*, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay.

(d) Death

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

(e) 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 12 (1)(e) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of 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 12 (1)(d) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of twenty-eight (28) weeks.

22.02 The period of continuous employment used in the calculation of severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave. Under no circumstances shall the maximum severance pay provided under clause 22.01 be pyramided.

22.03 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in his certificate of appointment, immediately prior to the termination of his employment.

ARTICLE 24
GRIEVANCE PROCEDURE

24.04 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.

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

Individual Grievances

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

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

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

24.10 Representatives

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

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

24.20 Any employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to

circumstances beyond his control, he was unable to comply with the prescribed time limits.

24.31 The Employer shall reply to the Association's grievance at any level of the grievance procedure, except the final level, within twenty (20) days after the grievance is presented, and within thirty (30) days when the grievance is presented at the final level.

24.35 The Association failing to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond its control, it was unable to comply with the prescribed time limits.

ARTICLE 25
JOINT CONSULTATION

25.01 The parties acknowledge the mutual benefits to be derived from Joint Consultation and will consult on matters of common interest.

25.02 The subjects that may be determined as appropriate for Joint Consultation will be by mutual agreement of the parties.

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

25.04 Joint Consultation Committee Meetings

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

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

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

ARTICLE 27
EMPLOYMENT REFERENCES

27.01 On application by an employee, the Employer shall provide personal references to the prospective employer of such employee, indicating length of service, principal duties and responsibilities and performance of such duties.

ARTICLE 29
AGREEMENT RE-OPENER

29.01 This Agreement may be amended by mutual consent. If either party wishes to amend or vary this Agreement, it shall give to the other party notice of any amendment proposed and the parties shall meet and discuss such proposal not later than one (1) calendar month after receipt of such notice.

ARTICLE 30
NATIONAL JOINT COUNCIL AGREEMENTS

30.01 Agreements concluded by the National Joint Council (NJC) of the Public Service on items which may be included in a collective agreement, and which the parties to this agreement have endorsed after December 6, 1978, will form part of this collective agreement, subject to the *Public Service Labour 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 section 113 of the PSLRA.

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

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

- (1) Foreign Service Directives
- (2) Travel Directive
- (3) Isolated Posts and Government Housing Directive
- (4) Memorandum of Understanding on Definition of Spouse
- (5) NJC Integrated Relocation Directive
- (6) Commuting Assistance Directive
- (7) Bilingualism Bonus Directive
- (8) Public Service Health Care Plan Directive
- (9) Uniforms Directive
- (10) Workforce Adjustment Directive

Occupational Safety and Health

- (11) Motor Vehicle Operations Directive
- (12) Pesticides Directive

(13) Occupational Health and Safety 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 24.01 of the Article on grievance procedure in this Collective Agreement.

ARTICLE 31
PART-TIME EMPLOYEES

31.01 Definition

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

31.02 General

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 in this Agreement.

31.03 Part-time employees shall be paid at the hourly rate of pay for all work performed up to thirty-seven decimal five (37.5) hours in a week.

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

31.05 Leave will only be provided:

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

31.06 Designated Holidays

A part-time employee shall not be paid for the designated holidays but shall, instead be paid a premium of four (4%) per cent for all straight-time hours worked during the period of part-time employment.

31.07 Subject to Article 13, Hours of Work, when a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 16.01 of this Agreement, the employee shall be paid the straight-time the hourly rate of pay for all hours worked on the holiday.

31.09 Vacation Leave

A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice (2) the number of hours in the employee's normal work week, at the rate for years of employment established in clause 17.01, 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.

31.10 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.

31.11 Vacation and Sick Leave Administration

- (a) For the purposes of administration of clauses 31.09 and 31.10, 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 vacation or sick leave credits in excess of the entitlement of a full-time employee.

31.12 Severance Pay

Notwithstanding the provisions of Article 22, Severance Pay, where the period of continuous employment in respect of which a severance benefit is to be paid consists of both full-and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the

full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

31.13 The weekly rate of pay referred to in clause 31.12 shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in his certificate of appointment, immediately prior to the termination of his employment.

ARTICLE 34
JOB SECURITY

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

ARTICLE 37
DURATION

37.01 The duration of this Collective Agreement shall be from the date it is signed to May 10, 2011.

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

37.02 The provisions of this Collective Agreement shall be implemented by the parties within a period of one hundred and fifty (150) days from the date of signing.

APPENDIX "A"

LA - LAW GROUP
ANNUAL RATES OF PAY

Effective May 10, 2006	economic increase of 1.5%
Effective May 10, 2007	economic increase of 1.5%
Effective May 10, 2008	economic increase of 1.5%
Effective May 10, 2009	economic increase of 1.5%
Effective May 10, 2010	economic increase of 1.5%

All regions except Toronto

LA-DEV range:	27410 to 62155
LA-01 range:	54580 to 77867
LA-02(a) or (i) range	75622 to 108525
LA-02(b) or (ii) range	94097 to 119975
LA-03(a) range:	107300 to 136300
LA-03(b) range:	124400 to 152200
LA-03(c) range:	141700 to 172800

Toronto rates of Pay:

LA-DEV range:	27410 to 62155
LA-01 range:	54585 to 77867
LA-02(a) or (i) range	75630 to 124940
LA-02(b) or (ii) range	98840 to 138075
LA-03(a) range:	113600 to 148100
LA-03(b) range:	124400 to 152200
LA-03(c) range:	141700 to 172800

NOTES:

PAY INCREMENT ADMINISTRATION

- (1) The value of a pay increment shall be equivalent to 4% of the employee's salary.
- (2) The pay increment period for all employees paid in the LA-1 scale is six (6) months.
- (3) The pay increment period is twelve (12) months for all employees paid in the LA-2(a) scale.
- (4) Pay increment within the level LA-2 (b) and LA-3 performance range shall be in accordance with the following:

The annual performance review and employee appraisal are the basis for awarding performance pay.

4.1 In-range increases

As a general guide, in-range increases up to the job rate, as a percentage of the employee's salary, may be granted annually for assessed performance as follows:

Outstanding	up to 10%
Superior	up to 7%
Fully satisfactory	up to 5%
Satisfactory	up to 3%

Under no circumstances should an in-range performance increase be authorized for an individual whose performance has been assessed as "unsatisfactory".

4.2 Performance awards

A performance award (bonus) may be granted to an employee whose performance has been assessed as superior or outstanding, and whose salary is already at the job rate or has just reached the job rate by the application of an in-range increase. These lump sums must be re-earned each year.

Performance awards are to be limited to:

Outstanding performance during the year	up to 10% of salary
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Superior performance during the year	up to 7% of salary
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4.3 Combined application of in-range increase and performance award

For employees assessed as superior or outstanding who reach their job rate with in-range increases which are less than the amounts permissible under paragraph 4.1, the deputy head may grant a performance award in addition to the in-range increase. The combination of the two amounts may not exceed 7% of salary for superior performance and 10% of salary for outstanding performance.

4.4 Performance pay while receiving acting pay

An employee who is receiving acting pay is eligible for performance pay at the higher level when the following criteria are met:

the substantive rate of pay has reached the range maximum and the employee is no longer eligible for in-range performance increases in the substantive level; **or**, an in-range performance increase in the substantive level does not result in a change to the acting rate of pay; **and**

performance of the higher level duties is assessed as fully satisfactory or better;

the employee is on strength in the acting situation on March 31st and April 1st.

The commencement date of the acting assignment will not affect an employee's eligibility for performance pay when these conditions are met. Prorating the performance increase shall take place based on the length of time in the acting assignment.

When an in-range performance increase in the substantive rate of pay results in a salary increase on recalculation of the acting pay, the employee **is not eligible for performance pay** in the acting level.

4.5 Limitations

Under no circumstances are the in-range increases and performance awards paid under this plan to exceed the maximums available for the evaluated level of performance.

APPENDIX "B"
WORK FORCE ADJUSTMENT

Delete

