

MEMORANDUM OF SETTLEMENT

Between

the Treasury Board

and

the Professional Association of Foreign Service Officers

in respect of the

Foreign Service Bargaining Unit Collective Agreement

Having reached a tentative agreement on November 3, 2009, for the renewal of the collective agreement for the Foreign Service Bargaining unit, the Treasury Board representatives agree to recommend the approval of this settlement. The Professional Association of Foreign Service Officers representatives agree to recommend ratification to its membership of the terms of settlement as follows:

1. The collective agreement between the parties, which expired on June 30, 2007, will be replaced by a collective agreement, the provisions of which shall, unless otherwise expressly stipulated, become effective on the date it is signed and continue in effect until June 30, 2011.
2. Effective July 1, 2007, increase to rates of pay: 2.3%.
Effective July 1, 2008, increase to rates of pay: 1.5%.
Effective July 1, 2009, increase to rates of pay: 1.5%.
Effective July 1, 2010, increase to rates of pay: 1.5%.
3. Articles and other matters which have been agreed to and signed off shall be incorporated into the new collective agreement.
4. Any changes to wording and to the numbering of provisions in the agreement for editorial or concordance reasons will be made by mutual consent of the parties.

SIGNED AT Ottawa, this 3rd day of the month of November 2009.

1. Duration

4 years

From July 01, 2007 to June 30, 2011

2. Pay rates

- On July 1, 2007 – Increase all rates of pay by 2.3%
- On July 1, 2008 – Increase all rates of pay by 1.5%
- On July 1, 2009 – Increase all rates of pay by 1.5%
- On July 1, 2010 – Increase all rates of pay by 1.5%

Amend pay notes in accordance with the above economic increases.

ARTICLE 2

INTERPRETATIONS AND DEFINITIONS

"overtime" (heures supplémentaires) means:

(a) in the case of a full-time employee, authorized work performed in excess of ~~his~~ **the employee's scheduled daily or weekly** hours of work **prescribed in this collective agreement,**

or

(b) in the case of a part-time employee, authorized work performed in excess of seven decimal five (7.5) hours per day or thirty-seven decimal five (37.5) hours per week but does not include time worked on a holiday,

or

(c) for any employee whose normal scheduled hours of work are in excess of seven decimal five (7.5) hours per day, authorized work performed in excess of those normal scheduled daily hours or an average of thirty-seven decimal five (37.5) hours per week,

**NEW
ARTICLE XX
RECOGNITION**

The Employer recognizes the Professional Association of Foreign Service Officers as the exclusive bargaining agent for all employees described in the certificate issued by the former Public Service Staff Relations Board on May 10, 1999 covering employees in the Foreign Service Group.

ARTICLE 7
SUSPENSION AND DISCIPLINE

7.01 An employee who is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning her or to render a disciplinary decision concerning her, shall:

(a) where practicable, receive in writing a minimum of ~~one~~ **two** day's notice of such a meeting, as well as its purpose,

and

(b) at her request, have a representative of the Association attend the meeting, when the representative is readily available.

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

7.03 The Employer shall notify the Executive Director of the Association that such suspension **or demotion** and, at the written agreement of the employee, that such termination has occurred.

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

7.05 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period. **This period will automatically be extended by the length of any period of leave without pay of three (3) months or more.**

7.06 Subject to the Access to Information and Privacy Act, the Employer shall provide the employee access to the information used during the disciplinary investigation.

ARTICLE 8

GRIEVANCE PROCEDURE

8.01 In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council (NJC) of the Public Service on items which may be included in a collective agreement and which the parties to this Agreement have endorsed, the grievance procedure will be in accordance with ~~Part 14~~ **Section 15** of the NJC By-Laws.

8.02 The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When the parties in writing avail themselves of an informal conflict management system established pursuant to section 207 of the PSLRA, the time limits prescribed in this Grievance Procedure are suspended until either party gives the other notice in writing to the contrary.

8.03 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause a grievor to abandon his/**her** grievance or refrain from exercising his/**her** right to present a grievance as provided in this Agreement.

Individual Grievances

8.04 Subject to subsections (2) to (7) and as provided in Section 208 of the *Public Service Labour Relations Act*, a grievor who feels that he/**she** has been treated unjustly or considers himself/**herself** aggrieved by any action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance related to:

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

(2) An employee may not present an individual grievance in respect of which an administrative procedure for redress is provided under any Act of Parliament, other than the Canadian Human Rights Act.

(3) Despite subsection (2), an employee may not present an individual grievance in respect of the right to equal pay for work of equal value.

(4) An employee may not present an individual grievance relating to the interpretation or application, in respect of the employee, of a provision of a collective agreement or an arbitral award unless the employee has the approval of and is represented by the bargaining agent for the bargaining unit to which the collective agreement or arbitral award applies.

(5) An employee who, in respect of any matter, avails himself or herself of a complaint procedure established by a policy of the Employer may not present an individual grievance in respect of that matter if the policy expressly provides that an employee who avails himself or herself of the complaint procedure is precluded from presenting an individual grievance under this Article.

(6) An employee may not present an individual grievance relating to any action taken under any instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

(7) For the purposes of subsection (6), an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

8.05 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following levels:

(a) level 1 - that level of management authorized to respond to grievances at Level 1 (All Departments);

(b) levels 2 and 3 - intermediate level(s) where such level or levels are established in departments or agencies (All Departments except Foreign Affairs and International Trade);

(c) final level - Deputy Head or his/**her** authorized representative (All Departments).

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

8.07 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Association.

Clauses 8.08 to 8.23 apply only to Individual and Group Grievances

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

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

and

(b) provide the ~~employee~~ **grievor** with a receipt stating the date on which the grievance was received by him/**her**.

8.09 Where it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the date it is delivered to the appropriate office of the department or agency concerned. Similarly the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his/**her** grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

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

8.11 ~~An employee~~ **grievor** may be assisted and/or represented by the Association when presenting a grievance at any level.

8.12 The Association shall have the right to consult with the Employer with respect to a grievance at each level of the grievance procedure. Where consultation is with the deputy head, the deputy head shall render the decision.

8.13 ~~An employee~~ **grievor** may present a grievance to the First Level of the procedure in the manner prescribed in clause 8.057, not later than the twenty-fifth (25th) day after the date on which he/**she** is notified orally or in writing or on which he/**she** first becomes aware of the action or circumstances giving rise to grievance.

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

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

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

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

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

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

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

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

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

8.23 When an ~~employee~~ **grievor** fails to present a grievance to the next higher level within the prescribed time limits he/**she** shall be deemed to have abandoned the grievance unless he/**she** was unable to comply with the prescribed time limits due to circumstances beyond his/**her** control.

Reference to Adjudication – Individual Grievances

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

(a) the interpretation or application in respect of the ~~employee-grievor~~ **grievor** of a provision of this Agreement or a related arbitral award,

or

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

or

(c) termination of employment or demotion pursuant to paragraph 12(1)(c), (d) or (e) of the *Financial Administration Act*,

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

8.25 Where a grievance that may be presented by an ~~employee-grievor~~ **grievor** 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, he is not entitled to refer the grievance to adjudication unless the Association signifies in the prescribed manner:

(a) its approval of the reference of the grievance to adjudication,

and

(b) its willingness to represent the ~~employee-grievor~~ **grievor** in the adjudication proceedings.

Group Grievances

8.26 Subject to and as provided in Section 215 of the *Public Service Labour Relations Act* and clauses 8.08 to 8.23 of this collective agreement, the Association may present a group grievance to the Employer on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of the collective agreement or an arbitral award.

8.27 Presentation of Group Grievance

(1) The bargaining agent for a bargaining unit may present to the Employer a group grievance on behalf of employees in the bargaining unit who feel aggrieved by

the interpretation or application, common in respect of those employees, of a provision of a collective agreement or an arbitral award.

(2) In order to present the grievance, the bargaining agent must first obtain the consent of each of the employees concerned in the form provided for by the regulations. The consent of an employee is valid only in respect of the particular group grievance for which it is obtained.

(3) The group grievance must relate to employees in a single portion of the federal public administration.

(4) A bargaining agent may not present a group grievance in respect of which an administrative procedure for redress is provided under any Act of Parliament, other than the *Canadian Human Rights Act*.

(5) Notwithstanding subsection (4), a bargaining agent may not present a group grievance in respect of the right to equal pay for work of equal value.

(6) If an employee has, in respect of any matter, availed himself or herself of a complaint procedure established by a policy of the employer, the bargaining agent may not include that employee as one on whose behalf it presents a group grievance in respect of that matter if the policy expressly provides that an employee who avails himself or herself of the complaint procedure is precluded from participating in a group grievance under this article.

(7) A bargaining agent may not present a group grievance relating to any action taken under any instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

(8) For the purposes of subsection (7), an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

8.28 Opting out of a group Grievance

(1) An employee in respect of whom a group grievance has been presented may, at any time before a final decision is made in respect of the grievance, notify the Association that the employee no longer wishes to be involved in the group grievance.

(2) After receiving the notice, the Association may not pursue the grievance in respect of the employee.

8.29 Reference to Adjudication

(1) The bargaining agent may refer to adjudication any group grievance that has been presented up to and including the final level in the grievance process and that has not been dealt with to its satisfaction.

(2) When a group grievance has been referred to adjudication and a party to the grievance raises an issue involving the interpretation or application of the *Canadian Human Rights Act*, that party must, in accordance with the regulations, give notice of the issue to the Canadian Human Rights Commission.

(3) The Canadian Human Rights Commission has standing in adjudication proceedings for the purpose of making submissions regarding an issue referred to in subsection (2).

Policy Grievances

8.30 Subject to and as provided in Section 220 of the *Public Service Labour Relations Act*, the Employer and the Association may present a grievance to the Association or the Employer, as the case may be, authorized to deal with the grievance. The party who receives the grievance shall provide the other party with a receipt stating the date on which the grievance was received by him.

8.31 There shall be no more than one (1) level in the grievance procedure.

8.32 The Employer and the Association shall designate a representative and shall notify each other of the title of the person so designated.

8.33 The Employer and the Association may present a grievance in the manner prescribed in clause 35.29, no later than the twenty-fifth (25th) day after the earlier of the day on which it received notification and the day on which it had knowledge of any act, omission or other matter giving rise to the policy grievance.

8.34 The Employer and the Association shall normally reply to the grievance within sixty (60) days when the grievance is presented.

8.35 The Employer or the Association, as the case may be, may by written notice to officer-in-charge withdraw a grievance.

8.36 Reference to Adjudication

- (1) A party that presents a policy grievance may refer it to adjudication, in accordance with Section 221 and 222 of the *Public Service Labour Relations Act*.

ARTICLE 15

DESIGNATED PAID HOLIDAYS

15.04 Designated Paid Holiday Falling on a Day of Rest

(a) When a day designated as a paid holiday under clause 15.02 coincides with an ~~employees'~~ **employee's** day of rest, the holiday shall be moved to ~~her~~ **the employee's** first normal working day following ~~her~~ **the employee's** day of rest.

b) When two (2) days designated as holidays under clause 15.02 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) normal working days following the days of rest.

ARTICLE 16
TRAVELLING TIME

16.01 Subject to clause 34.05, ~~no~~ travel compensation will be paid for travel in connection with postings, courses, training sessions, professional conferences and seminars ~~unless, in the case of courses, training sessions, professional conferences or seminars,~~ **if** the employee is required to attend by the Employer.

ARTICLE 19

LEAVE GENERAL

~~19.02~~ Except for vacation leave requests, the employee, when required by the Employer, must provide satisfactory validation of the circumstances necessitating any requests for leave with or without pay under this Part, in such manner and at such time as may be determined by the Employer.

New – 19.02 The amount of leave with pay earned but unused credited to an employee by the Employer at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.

~~19.05~~ When the employment of an employee who has been granted more sick or vacation leave with pay than she has earned is terminated by lay-off, she is considered to have earned the amount of leave with pay granted to her if at the time of her lay-off she has completed two (2) or more years of continuous employment.

ARTICLE 20

VACATION LEAVE

20.04 Entitlement to Leave

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

20.10 Vacation Leave When Employment Terminates

Where an employee dies or otherwise ceases to be employed, he or his estate shall be paid an amount equal to the product obtained by multiplying the number of ~~days~~ **hours** of earned but unused vacation ~~and furlough~~ leave to his credit by the ~~daily~~ **hourly** rate of pay applicable to him immediately prior to the termination of his employment.

20.12 Cancellation or Alteration of Vacation Leave

When the Employer cancels or alters a period of vacation ~~or furlough~~ 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 him 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 upon request, will provide proof of such action to the Employer.~~

20.15

(a) Notwithstanding clause 20.10, an employee who resigns to accept an appointment with an organization as defined in Schedule V of the *Financial Administration Act* may choose not to be paid for unused vacation ~~and furlough~~ leave credits, provided that the appointing organization will accept such credits.

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

ARTICLE 21
SICK LEAVE WITH PAY

Renew

ARTICLE 23

MATERNITY LEAVE WITHOUT PAY

23.01 Maternity Leave without Pay

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than **eighteen (18)** weeks after the termination date of pregnancy.
 - (b) Notwithstanding paragraph (a):
 - (i) where the employee has not yet proceeded on maternity leave without pay and 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 21, Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 21, 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.

23.02 Maternity Allowance

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (j), 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 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:

(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 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 the gross weekly amount of the **maternity** 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 **maternity** 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 23.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance 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.

23.03 Special Maternity Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 23.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance **or Québec Parental Insurance maternity** benefits,
 - and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 23.02(a), other than those specified in sections (A) and (B) of subparagraph 23.02(a)(iii), shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of her weekly rate

of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 23.02 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 maternity** benefits for the reasons described in subparagraph (a)(i).

23.04 Transitional Provisions

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

ARTICLE 24

PARENTAL LEAVE WITHOUT PAY

24.01 Parental Leave Without Pay

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- (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.

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- (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 (52) week 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.

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- (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 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.

24.02 Parental Allowance

- (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (j), 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 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 23.02(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 Public Service of Canada as specified in Schedule I and IV of the *Financial Administration 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 in respect of which the employee receives parental, **adoption or paternity** benefits **under the Employment Insurance or the Québec Parental Insurance Plan**, he/she is eligible to receive the difference between the gross weekly amount of the parental, **adoption or paternity** benefit 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

- 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, at 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 24.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act 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.**

24.03 Special Parental Allowance for Totally Disabled Employees

(a) An employee who:

(i) fails to satisfy the eligibility requirement specified in subparagraph 24.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance **or Québec Parental Insurance Plan** benefits,

and

(ii) has satisfied all of the other eligibility criteria specified in paragraph 24.02(a), other than those specified in sections (A) and (B) of subparagraph 24.02(a)(iii), shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 24.02 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 (a)(i).

24.04 Transitional Provisions

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

ARTICLE 25

LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY

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

25.03 Subject to paragraph 25.02, an employee shall be granted leave without pay for the Care of Family in accordance with the following conditions:

(a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;

(b) leave granted under this Article shall be for a minimum period of three (3) weeks;

(c) the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the Public Service;

(d) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.

(e) notwithstanding clause 25.02 and paragraph 25.03(b) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.

(f) leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.

ARTICLE 26
LEAVE WITH PAY FOR
FAMILY-RELATED RESPONSIBILITIES

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

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

ARTICLE 28

MARRIAGE LEAVE

Delete Article 28.

Delete Appendix "B"

Replace with clause 20.16

20.03 For the purpose of clauses 20.02 **and 20.16** only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Public Service within one year following the date of lay-off.

20.16

(a) Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 20.03.

(b) Transitional Provisions

Effective on the date of signing, employees with more than two (2) years of service, as defined in clause 20.03, shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay.

(c) The vacation leave credits provided in clauses 20.16 (a) and (b) above shall be excluded from the application of paragraph 20.07 dealing with the Carry-over and/or Liquidation of Vacation Leave.

~~ARTICLE 28~~

~~MARRIAGE LEAVE~~

~~**28.01** After the completion of one (1) year's continuous employment in the Public Service, and providing an employee gives the Employer at least five (5) days notice, he shall be granted five (5) days marriage leave with pay for the purpose of getting married.~~

~~**28.02** For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed him.~~

ARTICLE 30

BEREAVEMENT LEAVE

30.01 For the purpose of this Article, immediate family is defined as 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, grand-parent, father-in-law, mother-in-law and relative permanently residing in the employee's household or with whom the employee permanently resides.

- (a) When a member of his immediate family dies, an employee shall be entitled to a bereavement period of five (5) consecutive calendar days ~~which must include the day of the funeral.~~ **Such bereavement period, as determined by the employee, must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death.** During such period he shall be paid for those days which are not regularly scheduled days of rest for him. In addition, he may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

ARTICLE 39

FOREIGN SERVICE DIRECTIVES AND NATIONAL JOINT COUNCIL AGREEMENTS

39.02 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 December 6, 1978, **and as amended from time to time**, will form part of this Agreement, subject to the *Public Service Labour Relations Act (PSLRA)* 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~~ **section 113 of the PSLRA**.

ARTICLE 41
SEXUAL HARASSMENT

Renew

ARTICLE 46

PAY ADMINISTRATION

46.07 Statement of Duties

~~Effective July 1, 2005,~~ Upon a written request, an employee ~~at the FS-1 and FS-2 levels~~ shall be entitled to an official statement of the duties and responsibilities of the position to which the employee is assigned, including the position's classification level and where applicable, the point rating allotted by factor to the position, **and an organization chart depicting the position's place in the organization.**

46.08 Overpayment

Where an employee, through no fault of his or her own, has been overpaid, the appropriate pay office will, before recovery action is implemented, advise the employee of the intention to recover the overpayment. Where the amount of overpayment is in excess of fifty dollars (\$50.00), and where the employee advises his or her local management that the stated recovery action will create a hardship, arrangements will be made by the employer with the appropriate pay office to limit recovery action to not more than ten per cent (10%) of the employee's pay each pay period until the entire amount is recovered.

ARTICLE 48

TERM OF AGREEMENT

48.03 The Employer will make every reasonable effort to implement the provisions of this Collective Agreement within a period of ninety (90) days from the date of signing.

ARTICLE 50

MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

50.01 Up to ~~half (1/2) a day~~ **three decimal seven five (3.75) hours** of ~~reasonable time off~~ with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.