



Aircraft Operations (401)

Agreement Between the Treasury Board and the Canadian Federal Pilots Association

**Group: Aircraft Operations
(All Employees)**

Expiry date: January 25, 2023

Treasury Board of Canada Secretariat
Employment Conditions and Labour Relations
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Catalogue No.:
ISBN:

This document is available on the Government of Canada website at
www.tbs-sct.gc.ca/agreements-conventions/index-eng.aspx

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****Asterisks denote changes from the previous collective agreement.**

Article 1: purpose of agreement

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

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

****Article 2: interpretation and definitions**

2.01 For the purpose of this agreement:

(a) **“Union” (Syndicat)**

means the Canadian Federal Pilots Association;

(b) **“bargaining unit” (unité de négociation)**

means all the employees of the Employer in the Aircraft Operations Group, as described in the certificate issued by the former Public Service Labour Relations Board on January 18, 2001;

(c) **“civil aviation inspector” (inspecteur d’aviation civile)**

means an employee in the Civil Aviation Inspectors Sub-Group of the Aircraft Operations Group;

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(d) **“continuous employment” (emploi continu)**

has the same meaning as specified in the *Directive on Terms and Conditions of Employment* on the date of the signing of this agreement;

(e) **“common-law partner” (conjoint de fait)**

means a person living in a conjugal relationship with an employee for a continuous period of at least one year;

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

means an employee’s weekly rate of pay divided by five (5);

(g) **“day of rest” (jour de repos)**

in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his or her position other than by reason of the employee being on leave of absence;

(h) **“double time” (tarif double)**

means twice (2) an employee’s hourly rate of pay;

(i) **“employee” (employé)**

means a person who is a member of the bargaining unit;

(j) **“engineering test pilot” (pilote ingénieur d’essai)**

means an employee in the Engineering Test Pilots Sub-Group of the Aircraft Operations Group;

(k) **“Employer” (employeur)**

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

(l) **“headquarters area” (zone d’affectation)**

has the same meaning as given to the expression in the National Joint Council *Travel Directive*;

(m) **“helicopter pilot” (pilote d’hélicoptère)**

means an employee in the Helicopter Pilots and Supervisors Sub-Group of the Aircraft Operations Group;

(n) **“holiday” (jour férié)**

means the twenty-four (24) hour period commencing at 00:01 am of a day designated as a holiday in this agreement;

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

means an employee’s daily rate of pay divided by seven decimal five (7.5) hours;

(p) **“lay-off” (mise en disponibilité)**

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

(q) **“leave” (congé)**

means authorized absence from duty by an employee during the employee’s regular or normal hours of work;

(r) **“membership dues” (cotisations syndicales)**

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

(s) **“spouse” (époux)**

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

(t) **“time and one half” (tarif et demi)**

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

and

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

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

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

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

Article 3: application

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

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

Article 4: interpretation of agreement

4.01 The parties agree that, in the event of a dispute arising out of the interpretation of a clause or article in this agreement, such dispute shall in the first instance be referred to the parties who will meet within thirty (30) working days and seek to resolve the problem.

Article 5: state security

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

Article 6: official texts

6.01 Both English and French texts of this agreement shall be official.

Article 7: conflict between legislation and the collective agreement

7.01 If any law now in force or enacted during the term of this agreement renders null and void any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement.

Article 8: recognition

8.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees described in the certificate issued by the former Public Service Labour Relations Board on January 18, 2001, covering all of the employees of the Employer in the Aircraft Operations Group.

8.02 The Employer recognizes that it is a proper function and a right of the Union to bargain with a view to arriving at a collective agreement, and the Employer and the Union agree to bargain in good faith, in accordance with the provisions of the FPSLRA.

Article 9: management rights

9.01 All the functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this agreement are recognized by the Union as being retained by the Employer.

****Article 10: rights of employees**

10.01 Nothing in this agreement shall be construed as an abridgement or restriction of any employee's constitutional rights or of any right expressly conferred in an act of the Parliament of Canada.

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10.02 The parties recognize that providing objective, evidence-based, non-partisan analysis and advice is fundamental to the values and ethics of the public service, as reflected in the *Values and Ethics Code for the Public Sector*. No employee shall be expected to act in a manner that is inconsistent with the principle of providing objective, evidence-based, non-partisan analysis and advice.

Article 11: appointment of representatives

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

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

11.03 The Union shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 11.02.

Article 12: time off for representatives

12.01 A representative shall obtain the permission of his or her immediate supervisor before leaving work to investigate with fellow employees complaints of an urgent nature, to meet with local management for the purpose of discussing such complaints or problems directly related to employment and to attend meetings called by management. The representative shall report back to his or her supervisor, or designee, before resuming normal duties.

Article 13: access

13.01 The Employer agrees that access to its premises may be allowed to representatives of the Union for the purpose of interviewing a Union member.

13.02 Permission to hold such meeting shall in each case be obtained from the Employer's designated staff relations representative and such meeting shall not interfere with the operations of the department or section concerned.

Article 14: information

14.01 The Employer agrees to supply the Union each quarter with the name, geographic location and classification of each new employee.

14.02 The Employer agrees to supply each employee with a copy of the collective agreement.

14.03 For the purpose of satisfying the Employer's obligation under this clause, employees may be given electronic access to the collective agreement.

14.04 Notwithstanding the above, an employee may request a printed copy of the collective agreement, and the Employer shall provide a printed copy in a timely manner.

Article 15: bulletin boards

15.01 The Employer will provide specific bulletin board space for the use of the Union at suitable locations accessible to employees, sites to be determined by the Employer and the Union, provided that the use of such boards by the Union shall be restricted to the posting of information relating to the business affairs, meetings, social events and reports of various committees of the Union, and shall contain nothing that is adverse to the interest of the Employer. Copies of information to be posted shall be supplied to the department head concerned. The Employer shall have the right to refuse the posting of any information it considers adverse to its interests. The Employer will make available to the Union specific locations on the premises for the storage of reasonable quantities of Union literature.

Article 16: leave with or without pay for Union business

16.01 Federal Public Sector Labour Relations and Employment Board (FPSLREB) hearings

(1) Complaints made to the FPSLREB pursuant to section 190(1) of the FPSLRA

Where operational requirements as determined by the Employer permit, in cases of complaints made to the FPSLREB pursuant to section 190(1) of the FPSLRA alleging a breach of sections 157, 186(1)(a), 186(1)(b), 186(2), 187, 188(a) or 189(1) of the FPSLRA, the Employer will grant leave with pay:

- (a) to an employee who makes a complaint on his or her own behalf before the FPSLREB, and

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

(2) Applications for certification, representations and interventions with respect to applications for certification

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

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

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

(3) Employee called as a witness

The Employer will grant:

(a) leave with pay to an employee called as a witness by the FPSLREB,
and

(b) where operational requirements as determined by the Employer permit, leave without pay to an employee called as a witness by an employee or the Union.

16.02 Arbitration Board and Public Interest Commission hearings

(1) Where operational requirements as determined by the Employer permit, the Employer will grant leave without pay to an employee representing the Union before an Arbitration Board or Public Interest Commission.

(2) Employee called as a witness

The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board or Public Interest Commission and, where operational requirements as determined by the Employer permit, leave without pay to an employee called as a witness by the Union.

16.03 Adjudication

(1) Employee who is a party

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

(2) Employee who acts as representative

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

(3) Employee called as a witness

Where operational requirements as determined by the Employer permit, the Employer will grant leave without pay to a witness called by an employee who is a party to the adjudication.

16.04 Meetings during the grievance process

(1) Employee presenting grievance

Where operational requirements as determined by the Employer permit, the Employer will grant to an employee:

- (a) where the Employer originates a meeting with the employee who has presented the grievance, leave with pay when the meeting is held in the headquarters area of such employee and “on duty” status when the meeting is held outside the headquarters area of such employee;
- and
- (b) where an employee who has presented a grievance seeks to meet with the Employer, leave with pay to the employee when the meeting is held in the headquarters area of such employee and leave without pay when the meeting is held outside the headquarters area of such employee.

(2) Employee who acts as representative

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

(3) Grievance investigations

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and an employee acting on behalf of the Union wishes to discuss the grievance with the employee, the employee and the representative of the employee will, where operational requirements as determined by the Employer permit, be

given reasonable leave with pay for this purpose when the discussion takes place in the headquarters area of such employee and leave without pay when it takes place outside the headquarters area of such employee.

16.05 Contract negotiations meetings

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

16.06 Preparatory contract negotiations meetings

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

16.07 Meetings between the Union and management

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

16.08 Group executive meetings, Union executive meetings and Union conventions

Where operational requirements as determined by the Employer permit, the Employer will grant leave without pay to a reasonable number of employees to attend group executive meetings, Union executive meetings and Union conventions.

16.09 Representatives' training courses

Where operational requirements as determined by the Employer permit, the Employer will grant leave without pay to employees who exercise the authority of a representative on behalf of the Union to undertake training related to the duties of a representative.

16.10 Determination of leave status

Where the status of leave requested cannot be determined until the FPSLRB or an adjudicator has given a decision, leave without pay will be granted pending final determination of the appropriate leave status.

****Article 17: check-off**

17.01 The Employer will, as a condition of employment, deduct the equivalent of the amount of membership dues from the monthly pay of all employees in the bargaining unit.

17.02 The Union shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause 17.01.

17.03 For the purpose of applying clause 17.01, deductions from pay for each employee in respect of each month will start with the first full month of employment or membership to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any one (1) month to permit deductions, the Employer shall not be obliged to make such deductions from subsequent salary.

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17.04 An employee who satisfies the Association as to the bona fide of his or her claim and declares in an affidavit that he or she is a member of a religious organization whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that the employee will make contributions to a charitable organization registered pursuant to the *Income Tax Act*, equal to dues shall not be subject to this article, provided that the affidavit submitted by the employee is countersigned by an official representative of the religious organization involved. The Association will inform the Employer accordingly.

17.05 No employee organization, as defined in section 2 of the FPSLRA, other than the Union, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.

**

17.06 The amounts deducted in accordance with clause 17.01 shall be remitted to the Union within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on each employee's behalf.

17.07 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article.

**** Article 18: hours of work**

18.01

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- (a) The workweek of employees shall be thirty-seven decimal five (37.5) hours consisting of five (5) consecutive days, Monday to Friday inclusive, and the normal scheduled hours of work each day shall be a continuous period of seven decimal five (7.5) hours between the hours of 06:00 and 18:00 exclusive of an unpaid meal break and shall be documented

between every employee and their manager. Except as provided in paragraph (c) below, such hours shall not vary from day to day. Notwithstanding the above, for shipborne helicopter pilots, the provisions of Article 44 (shipboard and special assignment allowance) shall apply.

- (b) At the request of the employee, the Employer may vary the daily hours of work to make provision for a compressed workweek.

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- (c) The Employer may change an employee's normal scheduled hours of work within 06:00 hours and 18:00 hours and where less than eight (8) working days' notice is given such changes shall only be made by mutual agreement between the employee and the Employer.
- (d) The Employer will endeavour to give at least two (2) weeks' notice to helicopter pilots assigned to shipboard operations of sailing dates and times and anticipated crew change dates, and as much notice as possible of any revisions to such dates and times.

18.02

- (a) Flight time and flight duty time limitations for employees will be governed by the Department of Transport Operations Manual when operating (at the controls of) Department of Transport aircraft. When operating other than Department of Transport aircraft, flight time and duty time limitations will be governed by the policies and provisions of the aircraft operator.
- (b) For the purposes of the article, in-flight inspections are considered to be flight duty and flight time is considered to include in-flight inspection time. Flight duty time shall not commence in the event the employee is notified that a flight is delayed or cancelled prior to departure from the employee's residence or place of rest if in travel status.

18.03 All employees will submit monthly attendance registers. Periods of absence and hours of overtime will be specified.

18.04 Subject to operational requirements, two (2) fifteen (15) minute rest periods shall be provided during each workday.

Article 19: Overtime

In this article:

Overtime means in the case of a full-time employee, authorized work performed in excess of the employee's normal scheduled hours of work.

19.01 When an employee is required to work overtime on a scheduled workday, the employee shall be compensated on the basis of:

- (a) time and one half (1 1/2) for each hour worked in excess of thirty-seven decimal five (37.5) hours in any one workweek;
and
- (b) double time (2) for all hours worked in excess of seven decimal five (7.5) hour of overtime worked at time and one half (1 1/2) within any contiguous period.

19.02 When an employee has been required by the Employer to work overtime on his or her normal day of rest, the employee shall be compensated on the basis of:

- (a) time and one half (1 1/2) for the first seven decimal five (7.5) hours worked;
and
- (b) double time (2) for all hours worked thereafter within any contiguous period;
- (c) except, an employee shall be compensated on the basis of double (2) time for each hour worked on the second (2nd) and each subsequent day of rest.

Second (2nd) or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.

19.03 For the purpose of clauses 19.01 and 19.02, all calculations for overtime shall be based on each completed one half (1/2) hour.

19.04

- (a) All overtime, premium pay or allowances earned under Article 19 (overtime), Article 20 (travelling time), Article 22 (designated paid holidays), Article 42 (call-back), Article 44 (shipboard and special assignment allowance), and Article 43 (standby), with the exception of the one (1) hour of compensation under paragraph 43.01(b), shall accumulate as compensatory leave at the subgroup and level at which it is earned. Such accumulated compensatory leave shall be held in reserve to be scheduled in leave and/or paid in cash at the request of the employee and the discretion of the Employer.
- (b) Employees shall be paid for each hour of earned but unused compensatory leave remaining to their credit on March 31. Such payment is in lieu of compensatory leave remaining on that date and shall be paid at the rate of the employee's hourly rate of pay on that date.
- (c) Notwithstanding paragraphs 19.04(a) and (b), a maximum of seventy-five (75) hours earned but unused compensatory leave may be carried over, at the direction of the Employer, or at the request of an employee and the discretion of the Employer, beyond March 31.

19.05 An employee who works three (3) or more hours of overtime immediately before or following his or her scheduled hours of work shall be reimbursed his or her expenses for one meal in the amount of ten dollars and fifty cents (\$10.50) except when the meal has been provided free to the employee. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that he or she may take a meal break either at or adjacent to his or her place of work.

For greater certainty, the above allowance shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

****Article 20: travelling time**

20.01 Where an employee is required to travel to or from his or her headquarters area, as normally defined by the Employer, the employee's method of travel shall be determined by the Employer and the employee shall be compensated in the following manner:

- (a) On a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.
- (b) On a normal working day on which the employee travels and works, the employee shall earn:
 - (i) his or her regular pay for the day for a combined period of travel and work not exceeding seven decimal five (7.5) hours, and
 - (ii) the applicable overtime rate for additional travel time in excess of seven decimal five (7.5) hour period of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straight-time hourly rate of pay.
- (a) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours at the straight-time hourly rate of pay.
- (b) if an employee is required to travel outside Canada or continental USA:
 - (i) on a normal working day on which the employee travels and works, he or she shall be paid:
 - (A) his or her regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours, and

- (B) at the applicable overtime rate for additional travel time in excess of seven decimal five (7.5) hour period of work and travel, with a maximum payment for such additional travel time not to exceed fifteen (15) hours' pay at the straight-time hourly rate of pay,
- (i) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of fifteen (15) hours' pay at the straight-time hourly rate of pay.

20.02 Should a period of work and travel continue into the next day, the employee will continue to receive payment at the applicable rate(s) of pay that would apply if a new day had not commenced.

20.03 This article does not apply to an employee who is required to operate or travel in any type of transport in the performance of duties and/or which also serves as his or her living quarters during a tour of duty. In such circumstances the employee shall be paid in accordance with the relevant provisions of Articles 18 (hours of work), 19 (overtime), 22 (designated paid holidays) and 44 (shipboard and special assignment allowance) of this agreement.

20.04 Travel status leave

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- (a) An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his or her permanent residence for forty (40) nights during a fiscal year shall be granted seven decimal five (7.5) hours of time off with pay. The employee shall be credited with an additional seven decimal five (7.5) hours of time off for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of eighty (80) additional nights.
- (b) The maximum number of days off earned under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year and shall accumulate as compensatory leave with pay.
- (c) This leave with pay is deemed to be compensatory leave and is subject to paragraphs 19.04(a), (b) and (c).

**

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

****Article 21: pay administration**

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

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

- (a) the pay specified in Appendix “A” for the classification of the position to which the employee is appointed, if the classification coincides with that prescribed in the employee’s certificate of appointment,
or
- (b) the pay specified in Appendix “A” for the classification prescribed in the employee’s certificate of appointment, if that classification and the classification of the position to which the employee is appointed do not coincide.

21.03

- (a) The rates of pay set forth in Appendix “A” shall become effective on the dates specified.
- (b) Where the rates of pay set forth in Appendix “A” have an effective date prior to the date of signing of this agreement, the following shall apply:
 - (i) “retroactive period” for the purpose of subparagraphs (ii) to (v) means the period from the effective date of the revision up to and including the day before the collective agreement is signed or when an arbitral award is rendered therefor;
 - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the group during the retroactive period;
 - (iii) for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is immediately below the rate of pay being received prior to the revision;

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- (iv) for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the Directive on Terms and Conditions of Employment on the date of signing, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower

step in the range, the new rate shall be the rate of pay immediately below the rate of pay being received prior to the revision;

- (v) no payment or no notification shall be made pursuant to paragraph 21.03(b) for one dollar (\$1.00) or less.

21.04 When an employee is required by the Employer to substantially perform the duties of a higher classification level on an acting basis for a period of at least three (3) consecutive working days, the employee shall be paid acting pay calculated from the date on which the employee commenced to act as if the employee had been appointed to that higher classification level for the period in which the employee acts.

21.05 If the Employer establishes and implements a new classification standard which covers this group during the term of this agreement, the Employer shall, prior to applying rates of pay to the new levels resulting from the application of the standard, negotiate with the Union the rates of pay and the rules affecting the pay of employees on their movement to the new levels.

****Article 22: designated paid holidays**

22.01 Subject to clause 22.02, the following days shall be designated paid holidays for employees:

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

22.02 Clause 22.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the designated paid holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 16 (leave with or without pay for Union business).

Holiday falling on a day of rest

22.03 When a day designated as a paid holiday under clause 22.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first scheduled working day following the employee's day of rest.

22.04 When a day designated as a paid holiday for an employee is moved to another day under the provisions of clause 22.03,

- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest,
and
- (b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

Compensation for work on a holiday

22.05 Where a civil aviation inspector or an engineering test pilot or a shore-based helicopter pilot works on a holiday, he or she shall be paid, in addition to the pay that he or she would have been granted had he or she not worked on a holiday, compensation for all hours worked by him or her on the holiday at one and one half (1 1/2) times the rate of his or her hourly remuneration, or

when a civil aviation inspector or an engineering test pilot or a shore-based helicopter pilot works on a holiday, which is not his or her scheduled day of work, but which is consecutive and contiguous to a day of rest on which he or she also worked and received overtime he or she shall be paid in addition to the pay that he or she would have been granted had he or she not worked on the holiday, two (2) times his or her hourly rate of pay for all time worked.

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22.06 The compensation that the employee would have been granted as holiday pay had the employee not worked on a designated paid holiday is seven decimal five (7.5) hours remunerated at straight time.

Holiday coinciding with a day of paid leave

22.07 Where a day that is a designated holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

****Article 23: vacation leave**

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

Accumulation of vacation leave credits

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

- (a)
 - (i) nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's eighth (8th) year of service occurs;
 - (ii) twelve decimal five (12.5) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
 - (iii) thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
 - (iv) fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
 - (v) fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
 - (vi) sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;
 - (vii) eighteen decimal seven five (18.75) hours per month commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.
- (b) Effective April 1, 2012, for the purpose of clause 23.02 only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the public service, takes or has taken severance pay. However, the above exception shall not apply to an AO who receives severance pay on lay-off and is reappointed to the public service within one (1) year following the date of lay-off.

- (c) Notwithstanding paragraph 23.02(b) above, an employee who was a member of the bargaining unit, appointed prior to November 21, 2013, shall retain for the purposes of “service” and of establishing his or her entitlement pursuant to this article, those periods of former service which had previously qualified as counting for continuous employment, until such time as his or her employment in the public service is terminated.
- (d) For the purpose of clause 23.02 only, effective April 1, 2012, on a go-forward basis, any former service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall be included in the calculation of vacation leave credits, once verifiable evidence of such service has been provided in a manner acceptable to the Employer.

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- (e) For greater certainty, severance termination benefits taken under clauses 28.06 to 28.09 of Appendix B, or similar provisions in other collective agreements, do not reduce the calculation of service for employees who have not left the public service.

Scheduling of vacation leave

23.03 In scheduling vacation leave with pay to an employee the Employer shall, subject to the operational requirements of the service as determined by the Employer, make every reasonable effort:

- (a) not to recall an employee to duty after the employee has proceeded on vacation leave;
- (b) to schedule the employee’s vacation leave during the vacation year in which it is earned, if so requested by the employee not later than June 1;
- (c) to schedule the employee vacation leave for at least two (2) consecutive weeks if so requested by the employee not later than June 1;
- (d) to schedule the employee’s vacation leave on any other basis requested by the employee if the employee makes his or her request not later than June 1;
- (e) to schedule an employee vacation leave when specified by the employee if:
 - (i) the period of vacation leave requested is less than a week,
and
 - (ii) the employee gives the Employer at least two (2) days’ advance notice for each day of vacation leave requested.

23.04 The Employer may for good and sufficient reason grant vacation leave on shorter notice than that provided for in clause 23.03.

23.05 An employee earns but is not entitled to receive vacation leave with pay during the employee's first six (6) months of continuous employment.

23.06 Where, in respect of any period of vacation leave, an employee:

- (a) is granted bereavement leave,
or
- (b) is granted leave with pay because of illness in the immediate family,
or
- (c) is granted sick leave on production of a medical certificate, which includes the name, address and phone number of the attending physician, and provided that the employee satisfies the Employer of this condition if deemed necessary by the Employer,

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

23.07 Carry-over of vacation leave

- (a) Where in any vacation year all of the vacation leave credited to an employee has not been scheduled, the employee may carry over into the following vacation year up to a maximum of two hundred sixty-two decimal five (262.5) hours credits. All vacation leave credits in excess of two hundred sixty-two decimal five (262.5) hours will be paid in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on the last day of the vacation year.
- (b) During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred and twelve decimal five (112.5) hours may be paid in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on March 31, of the previous vacation year.

Recall from vacation leave

23.08 Where, during any period of vacation leave, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the employee incurs:

- (a) in proceeding to the employee's place of duty,
and
- (b) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled,

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

23.09 The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 23.08 to be reimbursed for reasonable expenses incurred by him or her.

Leave when employment terminates

23.10 Where an employee dies or otherwise terminates employment after a period of continuous employment of not more than six (6) months, the employee or the employee's estate shall be paid an amount equal to the earned but unused vacation leave.

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23.11 Subject to clause 23.12, where an employee dies or voluntarily terminates employment or is terminated from employment after a period of continuous employment of more than six (6) months, the employee or the employee's estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation leave by the hourly rate of pay as calculated from the classification prescribed in his or her certificate of appointment of the substantive position on the date of the termination of his or her employment.

23.12 Notwithstanding clause 23.11, an employee whose employment is terminated for cause pursuant to paragraph 12(1)(e) of the *Financial Administration Act* by reason of abandonment of his or her position is entitled to receive the payment referred to in clause 23.11 if the employee requests it within six (6) months following the date upon which employment is terminated.

Cancellation or alteration of vacation leave

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

23.14 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 continuous employment.

Article 24: sick leave

Credits

24.01 An employee shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which the employee receives pay for at least seventy-five (75) hours.

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

- (a) he or she satisfies the Employer of this condition in such a manner and at such a time as may be determined by the Employer,
and
- (b) he or she has the necessary sick leave credits.

24.03 Unless otherwise informed by the Employer, a statement signed by the employee describing the nature of illness or injury and stating that because of this illness or injury the employee was unable to perform his or her duties shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 24.02(a).

24.04 An employee shall not be granted sick leave with pay during any period in which the employee is on leave of absence without pay, or under suspension.

24.05 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered for the purpose of the record of sick leave credits that the employee was not granted sick leave with pay.

24.06 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 24.02, sick leave with pay may, at the discretion of the Employer, be granted:

- (a) for a period of up to one hundred and eighty-seven decimal five (187.5) hours if the employee is awaiting a decision on an application for injury-on-duty leave,
or
 - (b) for a period of up to one hundred and twelve decimal five (112.5) hours if the employee has not submitted an application for injury-on-duty leave,
- subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

****Article 25: other leave with or without pay**

25.01 In respect of any requests for leave under this article, the employee, when required by the Employer, must provide satisfactory validation of the circumstances necessitating such requests, in such manner and at such time as may be determined by the Employer and confirmed in writing.

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25.02 Bereavement leave with pay

For the purpose of this clause, immediate family is defined as father, mother (or, alternatively, stepfather, stepmother, or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner resident with the employee), child (including child of common-law partner), stepchild, foster child or ward of the employee, grandparent, father-in-law, mother-in-law, grandchild, relative permanently residing in the employee's household or with whom the employee permanently resides, and a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

- (a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement leave with pay. Such bereavement leave, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for that employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- (b) At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.
- (c) When requested to be taken in two (2) periods:
 - (i) the first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and
 - (ii) the second period must be taken no later than twelve (12) months from the date of death for the purposes of attending a ceremony.
 - (iii) the employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.

- (d) An employee is entitled up to one (1) day's bereavement leave with pay for the purpose related to the death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law and grandparent of spouse.
- (e) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in paragraphs 25.02(a) and (d).
- (f) If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under paragraphs 25.02(a) and (d), the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

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- (g) An employee shall be entitled to bereavement leave for a person who stands in the place of a relative for the employee whether or not there is a degree of consanguinity between such person and the employee only once during the employee's total period of employment in the public service.

25.03 Court leave with pay

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

- (a) to be available for jury selection;
- (b) to serve on a jury;
- or
- (c) by subpoena or summons to attend as a witness in any proceeding except one to which an employee is a party and otherwise than in the performance of the duties of his or her position, held:
 - (i) in or under the authority of a court of justice,
 - (ii) before a court, judge, justice, magistrate or coroner,
 - (iii) before a Senate or House of Commons of Canada, or a committee of the Senate or House of Commons,
 - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,
 - or

- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

25.04 Personnel selection leave with pay

Where an employee participates as a candidate in a personnel selection process for a position in the public service, as defined in the FPSLRA, the employee is entitled to leave of absence with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where the employee's presence is so required. Remuneration in these circumstances shall be limited to regular salary.

25.05 Injury-on-duty leave with pay

An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer when a claim has been made pursuant to the *Government Employees' Compensation Act*, and a workers' compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

- (a) personal injury received in the performance of the employee's duties and not caused by wilful misconduct,
- or
- (b) an industrial illness or a disease arising out of and in the course of the employee's employment,

if the employee agrees to remit to the Receiver General for Canada any amount received by the employee in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

25.06 Examination leave with pay

Leave of absence with pay to write examinations may be granted by the Employer to an employee. Such leave will be granted only where in the opinion of the Employer the course of study is directly related to the employee's duties or will improve the employee's qualifications.

25.07 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 24 (sick leave). For purposes of this subparagraph, the terms "illness" or "injury" used in Article 24 (sick leave), shall include medical disability related to pregnancy.
- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

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25.08 Maternity allowance

(a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), provided that 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 (QPIP) in respect of insurable employment with the Employer, and

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(iii) has signed an agreement with the Employer stating that:

- (A) she will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*, on the expiry date of 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;

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- (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:

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

however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in section (A),

within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

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

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- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for the waiting period, less any other monies earned during this period;
 - (ii) for each week that the employee receives a maternity benefit under the Employment Insurance or the QPIP, 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;
and
 - (iii) where an employee has received the full fifteen (15) weeks of maternity benefits under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week at ninety-three per cent (93%) of her weekly rate of pay, less any other monies earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 25.08(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 QPIP 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 *Act Respecting Parental Insurance* in Quebec.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
- (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,

- (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for 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 that would increase the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

25.09 Special maternity allowance for totally disabled employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 25.08(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 QPIP maternity benefits;
 - and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 25.08(a), other than those specified in sections (A) and (B) of subparagraph 25.08(a)(iii);

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph 25.09(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 25.08 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 QPIP had

she not been disqualified from Employment Insurance or QPIP maternity benefits for the reasons described in subparagraph 25.09(a)(i).

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25.10 Parental leave without pay

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

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

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

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

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

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

(c) Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in 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.

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25.11 Parental allowance

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

- Option 1: standard parental benefits, 25.11 paragraphs (c) to (k),
or
- Option 2: extended parental benefits, 25.11 paragraphs (l) to (t).

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

Under the QPIP, parental allowance is payable only under Option 1: standard parental benefits.

Parental allowance administration

- (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i) or (l) to (r), providing 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 Plan or the QPIP in respect of insurable employment with the Employer, and
 - (iii) has signed an agreement with the Employer stating that:
 - (A) the employee will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*, on the expiry date of 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 standard parental allowance, in addition to the period of time referred to in section 25.08(a)(iii)(B), if applicable. Where the employee has elected the extended parental allowance, following his or her return to work, as described in section (A), the employee will work for a period equal to sixty per cent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in section 25.08(a)(iii)(B), if applicable.
 - (C) should he or she fail to return to work as described in section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for an amount determined as follows:

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

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

Option 1: standard parental allowance

- (c) Parental allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee on parental leave without pay as described in subparagraphs 25.10(a)(i) and (b)(i), has elected to receive standard Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay, for the waiting period, less any other monies earned during this period;
 - (ii) for each week the employee receives parental, adoption or paternity benefits under the Employment Insurance or the QPIP, 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 benefits, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefits 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 benefits or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks paternity under the QPIP for the same child and either employee thereafter remains on parental leave without pay, that employee is

- eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period;
- (iv) where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the QPIP for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period;
 - (v) where an employee has received the full thirty-five (35) weeks of parental benefit under Employment Insurance Plan and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of his or her weekly rate of pay, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 25.08(c)(iii) for the same child.
 - (vi) where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraphs 25.08(c)(iii) and 25.11(c)(v) for the same child;
- (d) At the employee's request, the payment referred to in subparagraph 25.11(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance Plan parental benefits.
 - (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act or the Act Respecting Parental Insurance* in Quebec.
 - (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the

commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.

- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which 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 the allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (k) The maximum combined, shared maternity and standard parental allowances payable shall not exceed fifty-seven (57) weeks for each combined maternity and parental leave without pay.

Option 2: extended parental allowance

- (l) Parental allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee on parental leave without pay as described in subparagraphs 25.10(a)(ii) and (b)(ii), has elected to receive extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay for the waiting period, less any other monies earned during this period;
 - (ii) for each week the employee receives parental benefits under the Employment Insurance, he or she is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of his or her weekly rate and the parental benefits, less any other monies earned during this period which may result in a decrease in his or her parental benefits 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 sixty-one (61) weeks of parental benefits under the Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay, less any other monies earned during this period, unless said employee has

already received the one (1) week of allowance contained in subparagraph 25.08(c)(iii) for the same child.

- (iv) where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 25.08(c)(iii) for the same child;
- (m) At the employee's request, the payment referred to in subparagraph 25.11(1)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.
- (n) The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
- (o) The weekly rate of pay referred to in paragraph (l) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- (p) The weekly rate of pay referred to in paragraph (l) shall be the rate to which the employee is entitled for the substantive level to which he or she is appointed.
- (q) Notwithstanding paragraph (p), and subject to subparagraph (o)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate, the employee was being paid on that day.
- (r) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
- (s) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

- (t) The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.

25.12 Special parental allowance for totally disabled employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 25.11(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 QPIP benefits; and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 25.11(a), other than those specified in sections (A) and (B) of subparagraph 25.11(a)(iii);

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph 25.12(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 25.11 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 QPIP, had the employee not been disqualified from Employment Insurance or QPIP benefits for the reasons described in subparagraph 25.12(a)(i).

**

25.13 Leave without pay for the care of family

For the purpose of this clause, 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, grandparent, father-in-law, mother-in-law, grandchild, any relative permanently residing in the employee's household or with whom the employee permanently resides, and a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

- (a) Both parties recognize the importance of access to leave for the purpose of the care of family.
- (b) An employee shall be granted leave without pay for the care of family in accordance with the following conditions:
 - (i) 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;
 - (ii) leave granted under this clause shall be for a minimum period of three (3) weeks;
 - (iii) 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;
 - (iv) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.
- (c) All leave granted under Leave Without Pay for the Long Term Care of a Parent or Leave Without Pay for the Care and Nurturing of Pre-School Age Children provisions of previous Aircraft Operations group collective agreements or other agreements will not count towards the calculation of the maximum amount of time allowed for care of family during an employee's total period of employment in the public service.
- (d) Leave without pay granted under this clause in excess of three (3) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

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25.14 Caregiving leave

- (a) An employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance benefits for compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults may be granted leave without pay while in receipt of or awaiting these benefits.
- (b) The leave without pay described in paragraph 25.14(a) shall not exceed twenty-six (26) weeks for compassionate care benefits, thirty-five (35) weeks for family caregiver benefits for children and fifteen (15) weeks for family caregiver benefits for adults, in addition to any applicable waiting period.
- (c) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults has been accepted.

- (d) When an employee is notified that their request for Employment Insurance compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults has been denied, paragraph 25.14(a) above ceases to apply.
- (e) 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.

**

25.15 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 the employee’s total period of employment in the public service. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.
- (d) Leave without pay granted under paragraph (a) of this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall be counted for pay increment purpose.
- (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 vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

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25.16 Leave without pay for relocation of spouse

- (a) At the request of an employee, leave without pay for a period up to one (1) year shall be granted to an employee whose spouse 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 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.

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25.17 Leave with pay for family-related responsibilities

- (a) For the purpose of this clause, family is defined as:
- (i) spouse (or common-law partner resident with the employee);
 - (ii) children (including foster children, stepchildren or children of the spouse or common-law partner), ward of the employee, or grandchild;
 - (iii) parents (including step-parents or foster parents);
 - (iv) father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents of the employee;
 - (v) any relative permanently residing in the employee's household or with whom the employee permanently resides;
 - (vi) any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee;
- or
- (vii) a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.
- (b) The total leave with pay which may be granted under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.
- (c) Subject to paragraph 25.17(b), the Employer shall grant the employee leave with pay under the following circumstances:
- (i) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
 - (ii) to provide for the immediate and temporary care of a sick member of the employee's family and to provide the employee with time to make alternate care arrangements where the illness is of a longer duration;
 - (iii) to provide for the immediate and temporary care of an elderly member of the employee's family;
 - (iv) for needs directly related to the birth or the adoption of the employee's child;
 - (v) to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
 - (vi) to provide care for the employee's child in the case of an unforeseeable closure of the school or daycare facility;

- (vii) seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in paragraph 25.17(b) above may be used to attend an appointment with a legal or paralegal representative for non-employment-related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.
- (d) Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under subparagraph 25.17(c)(ii) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

25.18 Leave with or without pay for other reasons

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

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25.19 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 times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leaves at such times as the employee may request.

Effective on April 1, 2020, the previous provision will be replaced with the following:

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

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 time as the employee may request.

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Effective on April 1, 2020: Clause 25.20 (volunteer leave) will be deleted from the collective agreement.

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

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

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25.21 Domestic violence leave

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

- (a) The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.
- (b) Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence from someone with whom the employee has or had an intimate relationship shall be granted domestic violence leave in order to enable the employee, in respect of such violence:
 - (i) to seek care and/or support for themselves or their dependent child in respect of a physical or psychological injury or disability;
 - (ii) to obtain services from an organization which provides services for individuals who are subject to domestic violence;
 - (iii) to obtain professional counselling;
 - (iv) to relocate temporarily or permanently;
 - or
 - (v) to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.
- (c) The total domestic violence leave with pay which may be granted under this clause shall not exceed seventy-five (75) hours in a fiscal year.

- (d) The Employer may, in writing and no later than fifteen (15) days after an employee's return to work, request the employee to provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.
- (e) Notwithstanding paragraphs 25.21(b) and 25.21(c), an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

Article 26: discrimination

26.01 It is agreed that there shall be no discrimination with respect to an employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, membership or activity in the Union.

Article 27: leave, general

27.01 When the employment of an employee who has been granted more vacation or sick leave with pay than the employee has earned is terminated by death, the employee is considered to have earned the amount of leave with pay granted to him or her.

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

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

27.04 Leave shall be granted only in respect of time the employee would be otherwise scheduled to work at straight-time rates.

27.05 An employee is not entitled to leave with pay during periods when the employee is on leave without pay or under suspension.

27.06 An employee shall not be granted two different types of leave with pay at the same time.

27.07 An employee shall not earn leave credits under this collective agreement in any month for which leave has already been credited to the employee under the terms of any other collective agreement to which the Employer is a party.

27.08 Leave credits will be earned on a basis of a day being equal to seven decimal five (7.5) hours.

27.09 When leave is granted, it will be granted on an hourly basis and the hours debited for each day of leave shall be the same as the hours the employee would normally have been scheduled to work on that day, except for bereavement leave with pay where a day is a calendar day.

27.10 When an employee is granted a day of leave, such employee will not be scheduled for work on that day without mutual agreement.

****Article 28: severance pay**

Layoff

28.01

- (i) On the first (1st) layoff for the first (1st) complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty (20) or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
- (ii) On second (2nd) or subsequent layoff one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under subparagraph (i).

Severance pay on death

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

28.03 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 any type of termination benefit. Under no circumstances shall the maximum severance pay provided under this article be pyramided.

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For greater certainty, payments for the elimination of severance pay for voluntary separation (resignation and retirement) made pursuant to clauses 28.06 and 28.09 of Appendix B or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of clause 28.03.

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28.04 Employees who were subject to the payment in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) and who opted to defer their payment, the former provisions outlining the payment in lieu are found at Appendix B.

Article 29: employee performance review

29.01 An employee shall be given an opportunity to sign any formal review of his or her performance, and shall also be given an opportunity to sign all adverse reports pertaining to the performance of his or her duties and shall be provided a copy of the report.

29.02 Twice (2) per year, upon written request by an employee, the personnel file(s) of that employee shall be made available within ten (10) working days for his/her examination in the presence of an authorized representative of the Employer.

Article 30: safety and health

30.01 The Employer shall continue to ensure that reasonable provisions are made for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Union and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

Article 31: immunization

31.01 The Employer agrees to continue the present practice of providing an employee with immunization against communicable diseases when such immunization is a requirement to obtain a passport for travel in the performance of duties outside Canada.

Article 32: publications

32.01 The Employer agrees to continue the present practice of ensuring that employees have ready access to all publications considered necessary to their work by the Employer.

Article 33: statement of duties

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

Article 34: grievance procedure

34.01 In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council (NJC) of the public service on items which may be included in a collective agreement and which the parties to this agreement have endorsed, the grievance procedure will be in accordance with section 15.0 of the NJC by-laws.

34.02 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 agree in writing to avail themselves of an informal conflict management system established pursuant to section 207 of the FPSLRA, the time limits prescribed in the Article 34 (grievance procedure) are suspended until either party gives the other notice in writing to the contrary.

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

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

34.05 Where the provisions of clauses 34.07, 34.24 or 34.38 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate office of the department or agency concerned. Similarly the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his or her grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

34.06 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

34.07 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 or her.

34.08 Presentation of grievance

- (1) Subject to subsections (2) to (7), an employee is entitled to present an individual grievance if he or she feels aggrieved
 - (a) by the interpretation or application, in respect of the employee, of
 - (i) a provision of a statute or regulation, or of a direction or other instrument made or issued by the Employer, that deals with terms and conditions of employment,
or
 - (ii) a provision of 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 Union.

- (5) An employee who, in respect of any matter, chooses to use a complaint procedure established by a policy of the Employer, such as the *Policy on Prevention and Resolution of Harassment in the Workplace*, 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.

34.09 There shall be three (3) levels in the grievance procedure. These levels shall be as follows:

- (a) Level 1: first (1st) level of management;
- (b) Level 2: intermediate level;
- (c) Final level: the deputy minister (or his/her equivalent) or his/her delegated representative.

34.10 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 Union.

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

34.12 An employee may present a grievance to the first (1st) level of the procedure in the manner prescribed in clause 34.07, not later than the twenty-fifth (25th) day after the date on which he or she is notified orally or in writing or on which he or she first becomes aware of the action or circumstances giving rise to grievance.

34.13 An employee may present a grievance at each succeeding level in the grievance procedure beyond the first (1st) level either:

- (a) where the decision or offer for settlement is not satisfactory to the employee, within ten (10) days after that decision or offer for settlement has been conveyed in writing to the employee by the Employer,
- or
- (b) where the Employer has not conveyed a decision to the employee within the time prescribed in clause 34.14, within twenty-five (25) days after he or she presented the grievance at the previous level.

34.14 The Employer will normally reply to an employee's grievance at any level of the grievance procedure, except the final level, within ten (10) days after the grievance is presented, and within thirty (30) days when the grievance is presented at the final level.

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

34.16 Where a grievance has been presented up to and including the final level in the grievance process, and the grievance is not one that may be referred to adjudication in accordance with clause 34.22, the decision on the grievance taken at the final level in the grievance process is final and binding and no further action may be taken under the FPSLRA.

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

34.18 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.

34.19 An employee may by written notice to his or her immediate supervisor or officer-in-charge withdraw a grievance.

34.20 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 or her control, he or she was unable to comply with the prescribed time limits.

34.21 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his or her grievance or refrain from exercising his or her right to present a grievance, as provided in this collective agreement.

34.22 Reference to adjudication

- (1) An employee may refer to adjudication an individual grievance that has been presented up to and including the final level in the grievance process and that has not been dealt with to the employee's satisfaction if the grievance is related to:
 - (a) the interpretation or application in respect of the employee of a provision of a collective agreement or an arbitral award;
 - (b) a disciplinary action resulting in termination, demotion, suspension or financial penalty;
 - (c) demotion or termination under paragraph 12(1)(d) of the *Financial Administration Act* for unsatisfactory performance or under paragraph 12(1)(e) of that act for any other reason that does not relate to a breach of discipline or misconduct;
 - or
 - (d) deployment under the *Public Service Employment Act* without the employee's consent where consent is required.
- (2) When an individual 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).
- (4) Nothing in subsection (1) above is to be construed or applied as permitting the referral to adjudication of an individual grievance with respect to:
 - (a) any termination of employment under the *Public Service Employment Act*;
 - or
 - (b) any deployment under the *Public Service Employment Act*, other than the deployment of the employee who presented the grievance.

34.23 Before referring an individual grievance related to matters referred to in subparagraph 34.22(1)(a), the employee must obtain the approval of the Union.

Group grievances

34.24 The Union may present a grievance at any prescribed level in the grievance procedure, and shall transmit this grievance to the 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 Union with a receipt stating the date on which the grievance was received by him or her.

34.25 Presentation of group grievance

- (1) The Union 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 Union 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) The Union 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) Despite subsection (4), the Union 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 Union 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) The Union 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.

34.26 There shall be no more than a maximum of three (3) levels in the grievance procedure. These levels shall be as follows:

- (a) Level 1: first (1st) level of management;
- (b) Level 2: intermediate level;

- (c) Final level: the deputy minister (or his/her equivalent) or his/her delegated representative.

34.27 The Employer shall designate a representative at each level in the grievance procedure and shall inform the Union of the title of the person so designated together with the title and address of the officer-in-charge to whom a grievance is to be presented.

34.28 The Union shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

34.29 The Union may present a grievance to the first (1st) level of the procedure in the manner prescribed in clause 34.24, no later than the twenty-fifth (25th) day after the earlier of the day on which the aggrieved employees received notification and the day on which they had knowledge of any act, omission or other matter giving rise to the group grievance.

34.30 The Union may present a grievance at each succeeding level in the grievance procedure beyond the first (1st) level either:

- (a) where the decision or offer for settlement is not satisfactory to the Union, within ten (10) days after that decision or offer for settlement has been conveyed in writing to the Union by the Employer,
- or
- (b) where the Employer has not conveyed a decision to the Union within the time prescribed in clause 34.31, within twenty-five (25) days after the Union presented the grievance at the previous level.

34.31 The Employer will normally reply to the Union's grievance at any level of the grievance procedure, except the final level, within ten (10) days after the grievance is presented, and within thirty (30) days when the grievance is presented at the final level.

34.32 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 Union.

34.33 The Union may by written notice to officer-in-charge withdraw a grievance.

34.34 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 Union that the employee no longer wishes to be involved in the group grievance.

- (2) The Union shall provide to the representatives of the Employer authorized to deal with the grievance, a copy of the notice received pursuant to paragraph (1) above.
- (3) After receiving the notice, the Union may not pursue the grievance in respect of the employee.

34.35 The Union 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.

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

34.37 Reference to adjudication

- (1) The Union 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

34.38 The Employer and the Union may present a grievance at the prescribed level in the grievance procedure, and forward the grievance to the representative of the Union 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 or her.

34.39 Presentation of policy grievance

- (1) The Employer and the Union may present a policy grievance to the other in respect of the interpretation or application of the collective agreement or arbitral award as it relates to either of them or to the bargaining unit generally.
- (2) Neither the Employer nor the Union may present a policy grievance in respect of which an administrative procedure for redress is provided under any other act of Parliament, other than the *Canadian Human Rights Act*.

- (3) Despite subsection (2), neither the Employer nor the Union may present a policy grievance in respect of the right to equal pay for work of equal value.
- (4) The Union may not present a policy 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.
- (5) For the purposes of subsection (4), 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.

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

34.41 The Employer and the Union shall designate a representative and shall notify each other of the title of the person so designated together with the title and address of the officer-in-charge to whom a grievance is to be presented.

34.42 The Employer and the Union may present a grievance in the manner prescribed in clause 34.38, 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.

34.43 The Employer and the Union will normally reply to the grievance within thirty (30) days when the grievance is presented.

34.44 The Employer or the Union, as the case may be, may by written notice to officer-in-charge abandon a grievance.

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

34.46 Reference to adjudication

- (1) A party that presents a policy grievance may refer it to adjudication.
- (2) When a policy 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).

****Article 35: joint consultation**

35.01 The parties acknowledge the mutual benefits to be derived from joint consultation and will consult on matters of common interest.

35.02 Subjects that may be determined as appropriate for joint consultation will be by mutual agreement of the parties.

National consultation

35.03

**

- (a) To facilitate discussions on matters of mutual interest outside the terms of the collective agreement including training and career development, the Employer will recognize a committee of the Union for the purpose of consulting with management. Representation at such meetings will normally be limited to five (5) representatives from each party, or as mutually agreed.
- (b) Consultation may take place for the purpose of providing information, discussing the application of policy or airing problems to promote understanding, but it is expressly understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this agreement.

Article 36: contracting out

36.01 The Employer will continue past practice in giving all reasonable consideration to continued employment in the public service of employees who would otherwise become redundant because work is contracted out.

Article 37: illegal strikes

37.01 The FPSLRA provides penalties for engaging in illegal strikes. Both parties agree that disciplinary action may also be taken, which will include penalties up to and including termination of employment, for participation in an illegal strike as defined in the FPSLRA.

Article 38: agreement reopener

38.01 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 calendar month after receipt of such notice.

Article 39: loss of licence

39.01 The Employer agrees, where an employee permanently loses his or her Flight Crew licence due to medical or proficiency reasons, to continue the present practice of making every reasonable effort to find suitable employment either within the department or elsewhere in the public service.

39.02 Where an employee, who has been denied renewal of his or her Flight Crew licence on the grounds that he or she does not meet the prescribed medical standards, applies for a review of his or her case to the Civil Aviation Medical Advisory Panel, the Employer will reimburse the employee for the cost of any additional medical examinations which he or she is required to undergo.

Article 40: licence and medical fees

40.01 The Employer shall reimburse an employee for his or her payment of fees incurred in:

- (a) obtaining medical examinations, including but not limited to electrocardiograms, specialist reports and x-rays, when required by the licensing authority, for the purpose of the renewal of a Flight Crew licence;
and
- (b) renewing his or her Flight Crew licence including ratings and endorsements thereto, when required by the Employer as a condition for the continuation of the performance of the duties of his or her position.

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

40.03 Membership dues referred to in Article 17 (check-off), of this agreement are specifically excluded as reimbursable fees under this article.

Article 41: National Joint Council agreements

41.01 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, will form part of this collective agreement, subject to the FPSLRA and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any act specified in subsection 113(b) of the FPSLRA.

41.02 NJC items which may be included in a collective agreement are those items which the parties to the NJC agreements have designated as such or upon which the chairman of the FPSLREB has made a ruling pursuant to clause (c) of the NJC Memorandum of Understanding which became effective on December 6, 1978.

Article 42: call-back

42.01 If an employee on a designated holiday or a day of rest or after he or she has completed his or her work for the day and has left his or her place of work is called back to work and returns to work he or she shall be entitled to the greater of:

- (a) compensation at the applicable overtime rate for any time worked,
- (b) compensation equivalent to four (4) hours' pay at the straight-time rate except that this minimum shall only apply once during a single eight (8) hour period, starting when the employee first commences the work and provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

Time spent by an employee reporting to work or returning to his or her residence shall not constitute time worked.

42.02 An employee who receives a call to duty or responds to a telephone or data line call on a designated holiday or a day of rest or after he or she has completed his or her work for the day, may, at the discretion of the Employer, work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:

- (a) compensation at the applicable overtime rate for any time worked,
or
- (b) compensation equivalent to one (1) hour's pay at the straight-time rate, which shall apply only the first time an employee performs work during an eight (8) hour period, starting when the employee first commences the work and provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

Article 43: standby

43.01

- (a) An employee will be considered to be on standby when the Employer requires that employee to be available at a known telecommunications link number and able to perform authorized work during off-duty hours for his or her designated period of standby duty.

- (b) An employee on standby shall be compensated at the rate of one (1) hour for each eight (8) consecutive hours or portion thereof that the employee has been designated as being on standby duty.
- (c) The compensation referred to in paragraph (b) shall be made in cash. However, at the request of the employee and the discretion of the Employer, the compensation may be in the form of compensatory leave.
- (d) No compensation shall be made for the total period of standby duty if the employee is unable to report for duty when required.
- (e) An employee on standby who receives a call to duty and who performs authorized work shall be credited with compensatory leave in accordance with Article 42 (call-back) and shall continue to receive compensation under this clause for the balance of the period of standby duty in which he or she is called to duty.
- (f) Upon recommencement of standby duty following a period in which an employee has been recalled to work or received a call to duty subject to paragraph 43.01(e) he or she will recommence to earn standby compensation under the provisions of paragraph (b) of this clause.
- (g) When there is a known requirement for standby duties on a continuing basis the Employer will endeavour to distribute the standby duties on an equitable basis among qualified available employees.

Article 44: shipboard and special assignment allowance

44.01 A helicopter pilot shall receive a weekly allowance of thirty (30) hours at time and one half (1 1/2) for each period of seven (7) consecutive days in which he or she is required to undertake shipboard or special assignment duties, and periods of less than seven (7) consecutive days on shipboard or special assignment duties will be pro-rated, provided that:

- (a) such allowance shall not apply to helicopter pilots receiving an isolated post allowance or any other special allowance for hardship and isolation, and
- (b) such allowance is in lieu of daily or weekly overtime, call-back, standby and all premium pay for work on days of rest and designated holidays,
- (c) the special assignment allowance for helicopter operations applies to operations north of fifty-five (55°) degrees latitude north,
- (d) subject to operational requirements, as determined by the Employer, compensation earned under clause 44.01 may, at the request of the Employer or the employee, and with reasonable notice, be granted in leave at time mutually convenient,
- (e) when a helicopter pilot on shipboard or special assignment works on a designated paid holiday he or she shall be credited with one (1) day of leave with pay in lieu of the holiday.

****Article 45: extra duty allowance**

45.01

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- (a) Subject to paragraph (b) of this clause, all employees in the bargaining unit shall be paid the following extra duty allowance:

Effective January 26, 2015: \$7,480;

Effective January 26, 2016: \$7,480;

Effective January 26, 2017: \$7,480;

Effective January 26, 2018: \$7,862;

Effective January 26, 2019: \$8,019;

Effective January 26, 2020: \$8,179;

Effective January 26, 2021: \$8,302;

Effective January 26, 2022: \$8,427.

- (b) The requirements for eligibility to receive extra duty allowance and the timing of payments shall be the same as those contained in Transport Canada's Professional Aviation Currency Program for civil aviation inspectors (formerly referred to as the Professional Currency Programs for Civil Aviation Inspectors) and the Transportation Safety Board (TSB) *Policy on CAI Professional Aviation Currency*.
- (c) Extra duty allowance shall form part of pay for purposes of the *Public Service Superannuation Act (PSSA)*, *Disability Insurance Act (DI)* and the Public Service Management Insurance Plan (PSMIP).

Article 46: professional aviation currency

46.01 The parties agree that the maintenance of professional aviation currency is necessary for the Employer to fulfill its mandate and for employees to carry out their duties.

46.02 The Employer shall provide each medically fit civil aviation inspector (CAI) with the opportunity to maintain his/her professional aviation currency through the use of departmental aircraft or an approved alternate professional currency program.

46.03 Professional aviation currency is deemed to have been met as a minimum, by the possession and maintenance of the Airline Transport Pilot Licence (ATPL) and Group 1 or Group 4 Instrument Rating / Pilot Proficiency Check or a Commercial Helicopter Pilot Licence and Group 4 Instrument Rating / Pilot Proficiency Check.

46.04 The Employer shall assign each employee in accordance with the criteria and procedures established between the Employer and the Union to a professional aviation currency program.

46.05 With the exception of clause 46.04 above all changes to the Transport Canada professional aviation currency policy for civil aviation inspectors and the *TSB Policy on CAI Professional Aviation Currency* shall be accomplished by means of mutual agreement between the parties.

Article 47: aviation occurrence investigation

47.01 Where an employee is involved in an accident or incident related to the operation of an aircraft while performing his or her duties, the employee may be removed from flying status and assigned alternate duties pending the outcome of any investigation into the accident or incident undertaken by the Employer or the Canadian Transportation Accident Investigation and Safety Board or both.

47.02 If after seven (7) days the employee has not been returned to all duties, including flying status, written notification must be provided along with the reasons therefore, to the employee with a copy to the Union.

47.03 In cases involving aircraft accidents or incidents the employee will not be required to commit orally or in writing to the Employer for a period of twenty-four (24) hours following the accident or incident unless the employee has the opportunity to be represented by the Union and has been afforded the opportunity of a medical examination by a medical examiner approved by the Union and the Employer.

47.04 Where an investigation is undertaken by the Employer, pursuant to the above, every effort shall be made to issue a formal report within three (3) months.

47.05 Both the employee involved and the Union will be informed on a regular basis of the course of such an investigation and will be provided with a copy of any interim or final report resulting therefrom.

47.06 Where an employee provides information or evidence to an investigation for the purposes of determining the circumstances and/or cause of an aviation accident or incident such information will be used exclusively for the purposes of flight safety and shall not be used against any person in any legal or disciplinary proceedings except as provided for in accordance with the *Canadian Transportation Accident Investigation and Safety Board Act*.

47.07 Where disciplinary action is considered following the issuance of an accident or incident investigation report, the provisions of clause 34.12 shall be applicable from the date of issue of such report.

****Article 48: standards of discipline**

48.01 An employee shall be notified in writing of any investigation that may result in disciplinary action being taken against the employee by the Employer. Such notice shall contain a description of the allegations and make known the office and/or individuals that will be carrying out such investigation.

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48.02 When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning him or her or to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Canadian Federal Pilots Association (CFPA) attend the meeting. The employee shall be advised by the Employer of his or her right to Union representation. The employee shall receive a minimum of two (2) days' notice of such a meeting.

**

48.03 At any administrative inquiry, hearing or investigation conducted by the Employer, where the actions of an employee may have had a bearing on the events or circumstances leading thereto, and the employee is required to appear at the administrative inquiry, hearing or investigation being conducted, he or she may be accompanied by a representative of the CFPA. Where practicable, the employee shall receive a minimum of two (2) days' notice of such administrative inquiry, hearing or investigation being conducted as well as its purpose. The unavailability of the representative will not delay the inquiry, hearing or investigation more than forty-eight (48) hours from the time of notification to the employee.

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

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

48.06 Subject to the *Access to Information Act* and *Privacy Act*, the Employer will provide the employee access to the information used during the disciplinary investigation.

**

48.07 Any document, relating 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 infraction took place; provided that no further occurrence of disciplinary action has been recorded during this period. This period will automatically be extended by the length of any period of leave without pay.

Article 49: development training or education

49.01 Developmental training or education, including attendance at certain seminars, symposiums and conferences, represents opportunities for development to the employee beyond that which the Employer requires of the employee to maintain the employee's competency in the employee's current position. Specifically, developmental training and education is employee requested not Employer required.

49.02 Where developmental training or education is arranged by the Employer and an employee is given the opportunity to attend, the employee shall be informed in advance of what is likely to be involved in respect of the employee's personal time above and beyond the employee's normal hours of work both in respect of travel and attendance at such activities.

49.03 Developmental training or education opportunities do not always associate themselves with the normal hours of work. If the employee wishes to be given the opportunity to attend and is permitted to do so, the employee shall only be entitled to normal travel expenses incurred and regular salary and in these circumstances the overtime and travelling time provisions of the collective agreement will not apply.

Article 50: employees on premises of other Employers

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

Article 51: job security

51.01 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 52: legal assistance

52.01 The Employer shall provide legal advice and assistance to an employee who is required to appear at a coroner's inquest or judicial/magisterial inquiry, or who is a party to or is required to attend as a witness at a civil or criminal legal action, arising out of the performance of the employee's duties.

52.02 If the employee so desires, he or she may select legal counsel of his or her choice, and the legal fees for such representation shall be borne by the employee. Where, in the opinion of the Employer, a conflict of interest may exist, the Employer shall pay the legal fees for such representation, in accordance with the schedule of fees established for agents of the Department of Justice Canada.

****Article 53: sexual harassment**

53.01 The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and agree that sexual harassment will not be tolerated in the workplace.

53.02

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

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

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

****Article 54: duration and renewal**

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54.01 The duration of this collective agreement shall be from the date it is signed to January 25, 2023.

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

54.03 The provisions of this collective agreement shall be implemented by the parties within a period of one hundred and twenty (120) days from the date of signing.

This collective agreement is signed during the COVID-19 pandemic. Given the exceptional circumstances and the social distancing restrictions imposed by Public Health Authorities, the parties have agreed to sign this collective agreement electronically.

Signed at Ottawa, this 19th day of the month of May 2020.

The Treasury Board of Canada

Sandra Hassan
Allison Shatford
Kim Hennigar
Natacha Van Themsche
Clifford Frank
Linda Melnyk
François Collins

The Canadian Federal Pilots Association

Ron J. Graham
R. Stephen Hewitt
Greg Holbrook
Mark A. Laurence
Philippe Morchain
Suzanne Pomerleau
Andrew H. Stirling

****Appendix “A”: annual rates of pay**

AO: Aircraft Operations Group Annual rates of pay (in dollars)

Table legend

- \$) Effective January 26, 2014
- A) Effective January 26, 2015
- B) Effective January 26, 2016
- C) Effective January 26, 2017
- X) Wage adjustment effective January 26, 2017
- D) Effective January 26, 2018
- E) Effective January 26, 2019*
- Y) Wage adjustment effective January 26, 2019*
- F) Effective January 26, 2020*
- Z) Wage adjustment effective January 26, 2020*
- G) Effective January 26, 2021
- H) Effective January 26, 2022

Civil Aviation Inspectors Sub-Group (CAI)

CAI-01: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) January 26, 2014	80,623	82,770	84,974	87,244	89,576
A) January 26, 2015	81,631	83,805	86,036	88,335	90,696
B) January 26, 2016	82,651	84,853	87,111	89,439	91,830
C) January 26, 2017	83,684	85,914	88,200	90,557	92,978
X) Wage adjustment: January 26, 2017	91,216	93,646	96,138	98,707	101,346
D) January 26, 2018	92,356	94,817	97,340	99,941	102,613
E) January 26, 2019*	94,203	96,713	99,287	101,940	104,665
Y) Wage adjustment: January 26, 2019*	94,957	97,487	100,081	102,756	105,502
F) January 26, 2020*	96,856	99,437	102,083	104,811	107,612
Z) Wage adjustment: January 26, 2020*	97,050	99,636	102,287	105,021	107,827
G) January 26, 2021	98,506	101,131	103,821	106,596	109,444
H) January 26, 2022	99,984	102,648	105,378	108,195	111,086

*Rates of pay will be adjusted within 180 days from December 18, 2019. Changes to rates of pay with an effective date starting on January 26, 2019, up until the salary adjustment date will be paid according to Appendix F as a lump sum payment. In particular:

- (a) Year 5 increases (i.e., “E” and “Y”): paid as a retroactive lump sum payment equal to a 2.0% economic increase and 0.8% wage adjustment, for a compounded total increase of 2.816% of January 26, 2019, rates.
- (b) Year 6 increases (i.e., “F” and “Z”): paid as a retroactive lump sum payment equal to the year 5 increases plus a 2.0% economic increase and 0.2% wage adjustment, for a compounded total increase of 5.082% of January 26, 2020, rates.

CAI-02: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) January 26, 2014	86,161	88,463	90,835	93,269	95,775	98,349
A) January 26, 2015	87,238	89,569	91,970	94,435	96,972	99,578
B) January 26, 2016	88,328	90,689	93,120	95,615	98,184	100,823
C) January 26, 2017	89,432	91,823	94,284	96,810	99,411	102,083
X) Wage adjustment: January 26, 2017	97,481	100,087	102,770	105,523	108,358	111,270
D) January 26, 2018	98,700	101,338	104,055	106,842	109,712	112,661
E) January 26, 2019*	100,674	103,365	106,136	108,979	111,906	114,914
Y) Wage adjustment: January 26, 2019*	101,479	104,192	106,985	109,851	112,801	115,833
F) January 26, 2020*	103,509	106,276	109,125	112,048	115,057	118,150
Z) Wage adjustment: January 26, 2020*	103,716	106,489	109,343	112,272	115,287	118,386
G) January 26, 2021	105,272	108,086	110,983	113,956	117,016	120,162
H) January 26, 2022	106,851	109,707	112,648	115,665	118,771	121,964

*Rates of pay will be adjusted within 180 days from December 18, 2019. Changes to rates of pay with an effective date starting on January 26, 2019, up until the salary adjustment date will be paid according to Appendix F as a lump sum payment. In particular:

- (a) Year 5 increases (i.e., “E” and “Y”): paid as a retroactive lump sum payment equal to a 2.0% economic increase and 0.8% wage adjustment, for a compounded total increase of 2.816% of January 26, 2019, rates.
- (b) Year 6 increases (i.e., “F” and “Z”): paid as a retroactive lump sum payment equal to the year 5 increases plus a 2.0% economic increase and 0.2% wage adjustment, for a compounded total increase of 5.082% of January 26, 2020, rates.

CAI-03: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) January 26, 2014	91,829	94,293	96,827	99,436	102,115	104,872	107,706
A) January 26, 2015	92,977	95,472	98,037	100,679	103,391	106,183	109,052
B) January 26, 2016	94,139	96,665	99,262	101,937	104,683	107,510	110,415
C) January 26, 2017	95,316	97,873	100,503	103,211	105,992	108,854	111,795
X) Wage adjustment: January 26, 2017	103,894	106,682	109,548	112,500	115,531	118,651	121,857
D) January 26, 2018	105,193	108,016	110,917	113,906	116,975	120,134	123,380
E) January 26, 2019*	107,297	110,176	113,135	116,184	119,315	122,537	125,848
Y) Wage adjustment: January 26, 2019*	108,155	111,057	114,040	117,113	120,270	123,517	126,855
F) January 26, 2020*	110,318	113,278	116,321	119,455	122,675	125,987	129,392
Z) Wage adjustment: January 26, 2020*	110,539	113,505	116,554	119,694	122,920	126,239	129,651
G) January 26, 2021	112,197	115,208	118,302	121,489	124,764	128,133	131,596
H) January 26, 2022	113,880	116,936	120,077	123,311	126,635	130,055	133,570

*Rates of pay will be adjusted within 180 days from December 18, 2019. Changes to rates of pay with an effective date starting on January 26, 2019, up until the salary adjustment date will be paid according to Appendix F as a lump sum payment. In particular:

- (a) Year 5 increases (i.e., “E” and “Y”): paid as a retroactive lump sum payment equal to a 2.0% economic increase and 0.8% wage adjustment, for a compounded total increase of 2.816% of January 26, 2019, rates.
- (b) Year 6 increases (i.e., “F” and “Z”): paid as a retroactive lump sum payment equal to the year 5 increases plus a 2.0% economic increase and 0.2% wage adjustment, for a compounded total increase of 5.082% of January 26, 2020, rates.

CAI-04: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) January 26, 2014	97,362	99,988	102,680	105,452	108,304	111,236	114,252
A) January 26, 2015	98,579	101,238	103,964	106,770	109,658	112,626	115,680
B) January 26, 2016	99,811	102,503	105,264	108,105	111,029	114,034	117,126
C) January 26, 2017	101,059	103,784	106,580	109,456	112,417	115,459	118,590
X) Wage adjustment: January 26, 2017	110,154	113,125	116,172	119,307	122,535	125,850	129,263
D) January 26, 2018	111,531	114,539	117,624	120,798	124,067	127,423	130,879
E) January 26, 2019*	113,762	116,830	119,976	123,214	126,548	129,971	133,497
Y) Wage adjustment: January 26, 2019*	114,672	117,765	120,936	124,200	127,560	131,011	134,565
F) January 26, 2020*	116,965	120,120	123,355	126,684	130,111	133,631	137,256
Z) Wage adjustment: January 26, 2020*	117,199	120,360	123,602	126,937	130,371	133,898	137,531
G) January 26, 2021	118,957	122,165	125,456	128,841	132,327	135,906	139,594
H) January 26, 2022	120,741	123,997	127,338	130,774	134,312	137,945	141,688

*Rates of pay will be adjusted within 180 days from December 18, 2019. Changes to rates of pay with an effective date starting on January 26, 2019, up until the salary adjustment date will be paid according to Appendix F as a lump sum payment. In particular:

- (a) Year 5 increases (i.e., “E” and “Y”): paid as a retroactive lump sum payment equal to a 2.0% economic increase and 0.8% wage adjustment, for a compounded total increase of 2.816% of January 26, 2019, rates.
- (b) Year 6 increases (i.e., “F” and “Z”): paid as a retroactive lump sum payment equal to the year 5 increases plus a 2.0% economic increase and 0.2% wage adjustment, for a compounded total increase of 5.082% of January 26, 2020, rates.

CAI-05: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
) January 26, 2014	104,719	107,548	110,462	113,461	116,540	119,707	122,963
A) January 26, 2015	106,028	108,892	111,843	114,879	117,997	121,203	124,500
B) January 26, 2016	107,353	110,253	113,241	116,315	119,472	122,718	126,056
C) January 26, 2017	108,695	111,631	114,657	117,769	120,965	124,252	127,632
X) Wage adjustment: January 26, 2017	118,478	121,678	124,976	128,368	131,852	135,435	139,119
D) January 26, 2018	119,959	123,199	126,538	129,973	133,500	137,128	140,858
E) January 26, 2019*	122,358	125,663	129,069	132,572	136,170	139,871	143,675
Y) Wage adjustment: January 26, 2019*	123,337	126,668	130,102	133,633	137,259	140,990	144,824
F) January 26, 2020*	125,804	129,201	132,704	136,306	140,004	143,810	147,720
Z) Wage adjustment: January 26, 2020*	126,056	129,459	132,969	136,579	140,284	144,098	148,015
G) January 26, 2021	127,947	131,401	134,964	138,628	142,388	146,259	150,235
H) January 26, 2022	129,866	133,372	136,988	140,707	144,524	148,453	152,489

*Rates of pay will be adjusted within 180 days from December 18, 2019. Changes to rates of pay with an effective date starting on January 26, 2019, up until the salary adjustment date will be paid according to Appendix F as a lump sum payment. In particular:

- (a) Year 5 increases (i.e., “E” and “Y”): paid as a retroactive lump sum payment equal to a 2.0% economic increase and 0.8% wage adjustment, for a compounded total increase of 2.816% of January 26, 2019, rates.
- (b) Year 6 increases (i.e., “F” and “Z”): paid as a retroactive lump sum payment equal to the year 5 increases plus a 2.0% economic increase and 0.2% wage adjustment, for a compounded total increase of 5.082% of January 26, 2020, rates.

Engineering Test Pilots Sub-Group (ETP)**ETP-01: annual rates of pay (in dollars)**

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) January 26, 2014	113,095	116,162	119,320	122,544	125,885	129,323
A) January 26, 2015	114,509	117,614	120,812	124,076	127,459	130,940
B) January 26, 2016	115,940	119,084	122,322	125,627	129,052	132,577
C) January 26, 2017	117,389	120,573	123,851	127,197	130,665	134,234
X) Wage adjustment: January 26, 2017	127,954	131,425	134,998	138,645	142,425	146,315
D) January 26, 2018	129,553	133,068	136,685	140,378	144,205	148,144
E) January 26, 2019*	132,144	135,729	139,419	143,186	147,089	151,107
Y) Wage adjustment: January 26, 2019*	133,201	136,815	140,534	144,331	148,266	152,316
F) January 26, 2020*	135,865	139,551	143,345	147,218	151,231	155,362
Z) Wage adjustment: January 26, 2020*	136,137	139,830	143,632	147,512	151,533	155,673
G) January 26, 2021	138,179	141,927	145,786	149,725	153,806	158,008
H) January 26, 2022	140,252	144,056	147,973	151,971	156,113	160,378
<p>*Rates of pay will be adjusted within 180 days from December 18, 2019. Changes to rates of pay with an effective date starting on January 26, 2019, up until the salary adjustment date will be paid according to Appendix F as a lump sum payment. In particular:</p> <p>(a) Year 5 increases (i.e., “E” and “Y”): paid as a retroactive lump sum payment equal to a 2.0% economic increase and 0.8% wage adjustment, for a compounded total increase of 2.816% of January 26, 2019, rates.</p> <p>(b) Year 6 increases (i.e., “F” and “Z”): paid as a retroactive lump sum payment equal to the year 5 increases plus a 2.0% economic increase and 0.2% wage adjustment, for a compounded total increase of 5.082% of January 26, 2020, rates.</p>						

Helicopter Pilot and Supervisors Sub-Group (HPS)

HPS-01: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) January 26, 2014	88,371	90,303	92,786	95,269	97,831
A) January 26, 2015	89,476	91,432	93,946	96,460	99,054
B) January 26, 2016	90,594	92,575	95,120	97,666	100,292
C) January 26, 2017	91,726	93,732	96,309	98,887	101,546
X) Wage adjustment: January 26, 2017	99,981	102,168	104,977	107,787	110,685
D) January 26, 2018	101,231	103,445	106,289	109,134	112,069
E) January 26, 2019*	103,256	105,514	108,415	111,317	114,310
Y) Wage adjustment: January 26, 2019*	104,082	106,358	109,282	112,208	115,224
F) January 26, 2020*	106,164	108,485	111,468	114,452	117,528
Z) Wage adjustment: January 26, 2020*	106,376	108,702	111,691	114,681	117,763
G) January 26, 2021	107,972	110,333	113,366	116,401	119,529
H) January 26, 2022	109,592	111,988	115,066	118,147	121,322
<p>*Rates of pay will be adjusted within 180 days from December 18, 2019. Changes to rates of pay with an effective date starting on January 26, 2019, up until the salary adjustment date will be paid according to Appendix F as a lump sum payment. In particular:</p> <ul style="list-style-type: none"> (a) Year 5 increases (i.e., “E” and “Y”): paid as a retroactive lump sum payment equal to a 2.0% economic increase and 0.8% wage adjustment, for a compounded total increase of 2.816% of January 26, 2019, rates. (b) Year 6 increases (i.e., “F” and “Z”): paid as a retroactive lump sum payment equal to the year 5 increases plus a 2.0% economic increase and 0.2% wage adjustment, for a compounded total increase of 5.082% of January 26, 2020, rates. 					

HPS-02: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) January 26, 2014	92,166	94,485	97,132	99,776	102,467
A) January 26, 2015	93,318	95,666	98,346	101,023	103,748
B) January 26, 2016	94,484	96,862	99,575	102,286	105,045
C) January 26, 2017	95,665	98,073	100,820	103,565	106,358
X) Wage adjustment: January 26, 2017	104,275	106,900	109,894	112,886	115,930
D) January 26, 2018	105,578	108,236	111,268	114,297	117,379
E) January 26, 2019*	107,690	110,401	113,493	116,583	119,727
Y) Wage adjustment: January 26, 2019*	108,552	111,284	114,401	117,516	120,685
F) January 26, 2020*	110,723	113,510	116,689	119,866	123,099
Z) Wage adjustment: January 26, 2020*	110,944	113,737	116,922	120,106	123,345
G) January 26, 2021	112,608	115,443	118,676	121,908	125,195
H) January 26, 2022	114,297	117,175	120,456	123,737	127,073

*Rates of pay will be adjusted within 180 days from December 18, 2019. Changes to rates of pay with an effective date starting on January 26, 2019, up until the salary adjustment date will be paid according to Appendix F as a lump sum payment. In particular:

- (a) Year 5 increases (i.e., “E” and “Y”): paid as a retroactive lump sum payment equal to a 2.0% economic increase and 0.8% wage adjustment, for a compounded total increase of 2.816% of January 26, 2019, rates.
- (b) Year 6 increases (i.e., “F” and “Z”): paid as a retroactive lump sum payment equal to the year 5 increases plus a 2.0% economic increase and 0.2% wage adjustment, for a compounded total increase of 5.082% of January 26, 2020, rates.

Pay notes

- (1) The pay increment period for all employees in these scales of rates is one (1) year and a pay increment shall be the next rate in the scale of rates.
- (2) The pay increment date for all employees appointed to a position in the bargaining unit on promotion, demotion or from outside the public service, shall be the anniversary date of such appointment.

****Appendix “B”: Archived provisions for the elimination of severance pay for voluntary separations (resignation and retirement)**

This appendix is to reflect the language agreed to by the Employer and the Union for the elimination of severance pay for voluntary separations (resignation and retirement) on November 21, 2013. These historical provisions are being reproduced to reflect the agreed language in cases of deferred payment.

Article 28 Severance Pay

Effective on November 21, 2013, clauses 28.02 and 28.03 are deleted from the collective agreement.

Lay-off

28.01

- (i) On the first (1st) layoff for the first (1st) complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty (20) or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
- (ii) On second (2nd) or subsequent layoff one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under subparagraph (i).

Resignation

28.02 On resignation, subject to clause 28.05 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.

Retirement

28.03

- (i) On retirement, when an employee is entitled to an immediate annuity under the *Public Service Superannuation Act* or when the employee is entitled to an immediate annual allowance, under *the Public Service Superannuation Act*,
or
- (ii) a part-time employee, who regularly works more than thirteen decimal five (13.5) hours but less than thirty (30) hours a week, and who, if he or she were a contributor under the *Public Service Superannuation Act*, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if he or she were a contributor under the *Public Service Superannuation Act*, a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay.

Severance pay on death

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

28.05 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 any type of termination benefit. Under no circumstances shall the maximum severance pay provided under this article be pyramided.

For greater certainty, payments made pursuant to clauses 28.06 and 28.09 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of clause 28.05.

28.06 Severance termination

- (a) Subject to clause 28.05 above, indeterminate employees on November 21, 2013, shall be entitled to severance termination benefits equal to 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.

- (b) Subject to clause 28.05 above, term employees on November 21, 2013, shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

Terms of payment

28.07 Options

The amount to which an employee is entitled shall be paid, at the employee's discretion, either:

- (a) as a single payment at the rate of pay of the employee's substantive position as of November 21, 2013,
or
(b) as a single payment at the time of the employee's termination of employment from the core public administration, based on the rate of pay of the employee's substantive position at the date of termination of employment from the core public administration,
or
(c) as a combination of (a) and (b), pursuant to paragraph 28.08(c).

28.08 Selection of option

- (a) The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.
(b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
(c) The employee who opts for the option described in paragraph 28.07(c) must specify the number of complete weeks to be paid out pursuant to paragraph 28.07(a) and the remainder to be paid out pursuant to paragraph 28.07(b).
(d) An employee who does not make a selection under paragraph 28.08(b) will be deemed to have chosen option paragraph 28.07(b).

28.09 Appointment from a different bargaining unit

This clause applies in a situation where an employee is appointed into a position in the AO bargaining unit from a position outside the AO bargaining unit where, at the date of appointment, provisions similar to those in clauses 28.02 and 28.03 are still in force, unless the appointment is only on an acting basis.

- (a) Subject to clause 28.05 above, on the date an indeterminate employee becomes subject to this agreement after November 21, 2013, he or she shall be entitled to severance termination benefits equal to 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, based on the employee's rate of pay of his or her substantive position on the day preceding the appointment.
- (b) Subject to clause 28.05 above, on the date a term employee becomes subject to this agreement after November 21, 2013, he or she shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his or her substantive position on the day preceding the appointment.
- (c) An employee entitled to a severance payment under paragraph (a) or (b) shall have the same choice of options outlined in clause 28.07; however, the selection of which option must be made within three (3) months of being appointed to the bargaining unit.
- (d) An employee who does not make a selection under paragraph 28.09(b) will be deemed to have chosen option paragraph 28.07(b).

****Appendix “C”:** Memorandum of Agreement on Supporting Employee Wellness

This memorandum of agreement is to give effect to the agreement reached between the Employer and the bargaining agent (hereinafter referred to as “the parties”) regarding issues of employee wellness.

The parties have engaged in meaningful negotiations and co-development of comprehensive Employee Wellness Support Program (EWSP) language and program design to capture the key features and other recommendations agreed to by the technical committee and steering committee, which is reflected in the Plan Document agreed to by the parties on May 26, 2019.

The program and its principles focus on improving employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury. The previous MOA identified the following key features:

- contained in collective agreements;
- benefits for up to twenty-six (26) weeks (one hundred and thirty (130) working days) with income support replacement at one hundred per cent (100%);
- the annual allotment shall be nine (9) days of paid sick leave for illness or injury that falls outside of the parameters of the EWSP;
- one hundred per cent (100%) income replacement during the three (3) day (working) qualification period when the employee’s claim is approved;
- qualifying chronic or episodic illnesses will be exempt of the waiting period;
- the qualification period will be waived in cases of hospitalization or recurrence of a prior illness or injury approved under EWSP within thirty (30) days;
- employees are entitled to carry over a maximum of three (3) days of unused sick leave credits remaining at the end of the fiscal year, for use in the following fiscal year;
- the accumulation of current sick leave credits will cease once the EWSP is implemented. Employees with banked sick leave in excess of twenty-six (26) weeks, will be entitled to carry over those excess days to provide extended coverage at one hundred per cent (100%) income replacement prior to accessing LTD;
- travel time for diagnosis and treatment;
- internal case management and return-to-work services focused on supporting employees when ill or injured;
- an employee on EWSP will be considered to be on leave with pay;
- full costs of administering the EWSP to be borne by Employer;
- and
- increase the quantum of family related leave by one (1) day.

The Plan Document approved on May 26, 2019 takes precedence over the principles, if there’s a difference in interpretation.

Process

The parties agree to continue the work of the TBS / Bargaining Agent Employee Wellness Support Program (EWSP) Steering Committee, which will focus on finalizing a service delivery model for program implementation, including its governance, for the improvement of employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury.

As required, the Steering Committee will direct a subcommittee to make recommendations on the overall implementation, service delivery and governance issues of the Program. As a first priority, the Steering Committee will develop a planning framework with timelines to guide work toward the timely implementation of the new EWSP. A governance model will be developed taking into account there will be only one (1) EWSP.

The Steering Committee will complete the necessary work on overall implementation, including service delivery and governance issues no later than March 21, 2020, a date which can be moved based on mutual agreement of the parties.

If accepted by the Steering Committee, the recommendation(s) concerning program implementation, including service delivery and governance, as well as the proposal for the EWSP itself, approval will be sought on these elements from the Treasury Board of Canada and by the bargaining units.

If approved by both parties, the parties mutually consent to reopen the collective agreement to vary the agreement only insofar as to include the EWSP wording, and include consequential changes. No further items are to be varied through this reopener – the sole purpose will be EWSP-related modifications. The EWSP Program would be included in the relevant collective agreements only as a reopener.

Should the parties not be able to reach agreement on EWSP, the existing sick leave provisions, as currently stipulated in collective agreements, will remain in force.

For greater certainty, this MOA forms part of the collective agreement.

****Appendix “D”: Memorandum of Understanding Temporary Suspension of Pay-Out: Vacation Leave and Compensatory Leave Credits**

This is to confirm the parties understanding concerning the application of paragraphs 19.04(b) (overtime) and 23.07(a) (carry over of vacation leave) during the period that the Human Resources Information Notice entitled Vacation and Compensatory Leave Cash-out for years 2018 and 2019 issued on February 23, 2018, and the addendum issued on March 22, 2018, remain in effect.

The parties agree that notwithstanding clause 19.04 of the Article 19 (overtime) and paragraph 23.07(a) of Article 23 (vacation leave), payouts of earned but unused vacation leave credits and earned but unused compensatory leave credits, in accordance with the Notice concerning Vacation and Compensatory Leave Cash-out for years 2018 and 2019 issued on February 23, 2018, and the addendum issued on March 22, 2018, or any future addenda, will not be paid out automatically during the period the Notice and any relevant addenda remain in effect.

****Appendix “E”: Memorandum of Agreement Between the Treasury Board and the Canadian Federal Pilots Association with Respect to the Review of the Transport Canada Professional Aviation Currency Policy and the Transportation Safety Board *Policy on CAI Professional Aviation Currency***

This memorandum is to give effect to the agreement reached between the Treasury Board and the Canadian Federal Pilots Association (CFPA) regarding employees within the Aircraft Operations (AO) bargaining unit.

As stipulated at clause 46.05 of the Aircraft Operations (AO) collective agreement, all changes to the Transport Canada (TC) Professional Aviation Currency Policy (PACP) and the Transportation Safety Board (TSB) *Policy on CAI Professional Aviation Currency* shall be accomplished by means of mutual agreement between the parties.

By way of this memorandum of agreement (MOA), the parties agree that TC and TSB representatives, and CFPA representatives, will meet within thirty (30) days of the signing of the tentative collective agreement to begin review of each organization’s respective PACP. The joint committee’s review will focus on the following objectives:

- (1) Modernize the overall PACPs to reflect the current environment;
- (2) Review and update existing programs and, if required, expand the list of approved programs to address:
 - evolving technology;
 - pilot competency;
 - and
 - operational and organizational requirements.
- (3) Review and streamline the PACPs’ approval process for individual currency programs to incorporate a longer term (multi-year) perspective;
- (4) Incorporate flexibilities in the PACPs to permit in-year adjustments to the individual currency programs arising from operational requirements and unforeseen circumstances.
- (5) Establish an internal review mechanism to address concerns related to the application of the PACPs, including timelines for decision and dispute resolution.

The joint committees will endeavour to complete their work and agree on any necessary changes to the PACPs by April 1, 2020. This date may, by mutual agreement, be extended.

****Appendix “F”: Memorandum of Understanding Between the Treasury Board and the Canadian Federal Pilots Association with Respect to Implementation of the Collective Agreement**

This memorandum takes effect on January 26, 2019.

Notwithstanding the provisions of clause 21.03 on the calculation of retroactive payments and clause 54.03 on the collective agreement implementation period, this memorandum is to give effect to the understanding reached between the Employer and the Canadian Federal Pilots Association regarding a modified approach to the calculation and administration of retroactive payments for the current round of negotiations.

(1) Calculation of retroactive payments

- (a) Retroactive calculations that determine amounts payable to employees for a retroactive period shall be made based on all transactions that have been entered into the pay system up to the date on which the historical salary records for the retroactive period are retrieved for the calculation of the retroactive payment.
- (b) Retroactive amounts will be calculated by applying the relevant percentage increases indicated in the collective agreement rather than based on pay tables in agreement annexes. The value of the retroactive payment will differ from that calculated using the traditional approach, as no rounding will be applied. The payment of retroactive amount will not affect pension entitlements or contributions relative to previous methods, except in respect of the rounding differences.
- (c) Elements of salary traditionally included in the calculation of retroactivity will continue to be included in the retroactive payment calculation and administration, and will maintain their pensionable status as applicable. The elements of salary included in the historical salary records and therefore included in the calculation of retroactivity include:
 - substantive salary
 - promotions
 - deployments
 - acting pay
 - extra duty pay / overtime
 - additional hours worked
 - maternity leave allowance
 - parental leave allowance
 - vacation leave and extra duty pay cash-out
 - severance pay
 - salary for the month of death
 - Transition Support Measure
 - eligible allowances and supplemental salary depending on collective agreement

- (d) The payment of retroactive amounts related to transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved, such as acting pay, promotions, overtime and/or deployments, will not be considered in determining whether an agreement has been implemented.
- (e) Any outstanding pay transactions will be processed once they are entered into the pay system and any retroactive payment from the collective agreement will be issued to impacted employees.

(2) Implementation

- (a) The effective dates for economic increases will be specified in the agreement. Other effective provisions of the collective agreement will be as follows:
 - (i) All components of the agreement unrelated to pay administration will come into force on signature of agreement.
 - (ii) Changes to existing compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one hundred and eighty (180) days after signature of agreement*, on the date at which prospective elements of compensation increases will be implemented under subparagraph 2(b)(i).
 - (iii) Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid until changes come into force as stipulated in subparagraph 2(a)(ii).

***(For greater certainty, “days after signature of agreement” means the effective date will be within the specified number of days from the date of the arbitral award, December 18, 2019.)**

- (b) Collective agreement will be implemented over the following timeframes:
 - (i) The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one hundred and eighty (180) days after signature of agreement where there is no need for manual intervention.
 - (ii) Retroactive amounts payable to employees will be implemented within one hundred and eighty (180) days after signature of the agreement where there is no need for manual intervention.
 - (iii) Prospective compensation increases and retroactive amounts that require manual processing by compensation advisors will be implemented within five hundred and sixty (560) days after signature of agreement. Manual intervention is generally required for employees on an extended period of leave without pay (e.g., maternity/parental leave), salary protected employees and those with transactions such as leave with income averaging, pre-retirement transition leave and employees paid below minimum, above maximum or in between steps. Manual

intervention may also be required for specific accounts with complex salary history.

(3) Employee recourse

- (a) An employee who is in the bargaining unit for all or part of the period between the first day of the collective agreement (i.e., the day after the expiry of the previous collective agreement) and the signature date of the collective agreement will be entitled to a non-pensionable amount of four hundred dollars (\$400) payable within one hundred and eighty (180) days of signature, in recognition of extended implementation timeframes and the significant number of transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved.
- (b) Employees in the bargaining unit for whom the collective agreement is not implemented within one hundred and eighty-one (181) days after signature will be entitled to a fifty-dollar (\$50) non-pensionable amount; these employees will be entitled to an additional fifty-dollar (\$50) non-pensionable amount for every subsequent complete period of ninety (90) days their collective agreement is not implemented, to a total maximum of nine (9) payments. These amounts will be included in their final retroactive payment. For greater certainty, the total maximum amount payable under this paragraph is four hundred and fifty dollars (\$450).
- (c) If an employee is eligible for compensation in respect of section 3 under more than one collective agreement, the following applies: the employee shall receive only one non-pensionable amount of four hundred dollars (\$400); for any period under paragraph 3(b), the employee may receive one (1) fifty-dollar (\$50) payment, to a maximum total payment of four hundred and fifty dollars (\$450).
- (d) Should the Employer negotiate higher amounts for paragraphs 3(a) or 3(b) with any other bargaining agent representing core public administration (CPA) employees, it will compensate the Canadian Federal Pilots Association (CFPA) members for the difference in an administratively feasible manner.
- (e) Late implementation of the 2018 collective agreements will not create any entitlements pursuant to the Agreement between the CPA bargaining agents and the Treasury Board of Canada with regard to damages caused by the Phoenix pay system.
- (f) Employees for whom collective agreement implementation requires manual intervention will be notified of the delay within one hundred and eighty (180) days after signature of the agreement.
- (g) Employees will be provided a detailed breakdown of the retroactive payments received and may request that the departmental compensation unit or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the CFPA regarding the format of the detailed breakdown.
- (h) In such a circumstance, for employees in organizations serviced by the Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay.