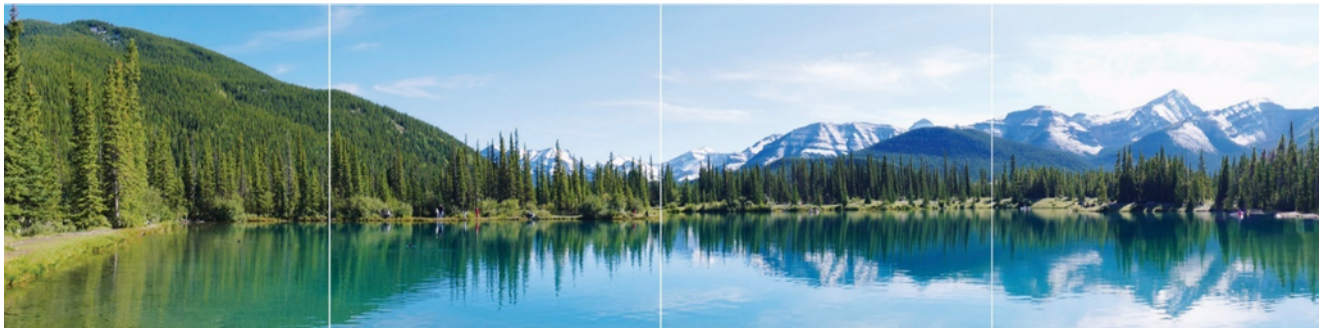


**Collective Agreement
Between
The Canada Energy Regulator (“Employer”)
And
The Professional Institute of the Public Service of Canada
(“Institute”)**

For the Period: November 1, 2022, to October 31, 2026



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SECTION A – RECOGNITION & SCOPE

ARTICLE A-1 – PURPOSE OF AGREEMENT

- A1.01** The purpose of this Agreement is to promote effective and mutually beneficial relationships between the Employer, the employees, and the Institute and to set forth certain terms and conditions of employment governing the parties covered by this collective agreement.

ARTICLE A-2 – RECOGNITION AND SCOPE

- A2.01** Pursuant to the certificate issued on February 5, 2004, the Employer recognizes the Institute as the exclusive bargaining agent for all employees of the Canada Energy Regulator save and except those who are specifically excluded from collective bargaining by operation of law or determination of the *Federal Public Sector Labour Relations and Employment Board* or its successor.
- A2.02** The provisions of this agreement apply to the Institute, employees, and the Employer.

ARTICLE A-3 – MANAGEMENT RIGHTS

- A3.01** All the functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Institute as being retained by the Employer.

*ARTICLE A-4 – DEDUCTION OF MEMBERSHIP DUES

- A4.01** “*Membership dues*” means the dues established pursuant to the by-laws and regulations of the Institute as the dues payable by employees as a consequence of their inclusion in the bargaining unit, and shall not include any initiation fee, insurance premium, or special levy.
- A4.02** The Employer will as a condition of employment deduct in each month an amount equal to the monthly membership dues of the Institute from the pay of each employee in the bargaining unit. Where an employee does not have sufficient earnings in respect of a month to permit deductions under this article, the Employer will not make such deductions.
- A4.03** The Institute shall inform the Employer in writing of the authorized amount to be deducted pursuant to paragraph A4.02.
- *A4.04** The amounts deducted in accordance with paragraph A4.02 shall be remitted to the Institute by electronic payment within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee’s behalf.
- A4.05** For the purpose of applying paragraph A4.02, deductions from pay for each employee in respect of each month will start with the first (1st) full month of employment.
- A4.06** An employee who satisfies the Employer and the Institute to the extent that the employee declares by affidavit:
- a. membership in a recognized religious organization whose doctrine prevents, as a matter of conscience, financial contributions to an employee organization,
 - and

- b. that the employee will make contributions equal to dues to a charitable organization registered pursuant to the Income Tax Act, other than the religious organization named in the affidavit, 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.

A4.07 No employee organization other than the Institute shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.

A4.08 The Institute agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article, except for any claim or liability arising out of an error committed by the Employer, in which case the liability shall be limited to the amount of the error.

A4.09 When it is mutually acknowledged that an error has been committed, the Employer shall endeavor to correct such error within the two (2) pay periods following the acknowledgement of error.

*ARTICLE A-5 – INTERPRETATION OF AGREEMENT

Definitions

A5.01 For the purposes of this Agreement:

- a. "*Bargaining unit*" means the unit of employees for which the Institute is recognized as the bargaining agent as described in paragraph A2.01 of Article A-2.
- b. *"*Common-law partner*" means a person cohabiting in a conjugal relationship with an employee for a continuous period of at least one (1) year.
- c. "*Continuous employment*" has the same meaning as specified in the existing *Treasury Board Directive on Terms and Conditions of Employment* on the date of signing of this Agreement as if an employee of the Canada Energy Regulator were appointed to a position in the core public administration.
- d. "*Employee*" means a person so defined by the *Federal Public Sector Labour Relations Act* and who is a member of the bargaining unit.
- e. "*Employer*" means His Majesty in right of Canada as represented by the Canada Energy Regulator.
- f. "*Institute*" means the Professional Institute of the Public Service of Canada.
- g. "*Lay-off*" means the termination of employment because of lack of work, the discontinuance of a function or the transfer of work or a function outside the public service.
- h. *"*Part-time employee*" means a person whose normal scheduled hours of work are less than thirty-seven decimal five (37.5) hours per week but not less than twelve decimal five (12.5) hours per week.
- i. "*Spouse*" will be interpreted to include "common-law partner".
- j. *"*Substantive position*" is the position to which an employee has been appointed or deployed under the *Public Service Employment Act* on an indeterminate, term or acting basis, (of four (4) months or more) but does not

include any other assignments of a temporary nature.

Interpretation

- A5.02** Except as otherwise provided in this Agreement, expressions used in this Agreement, if defined in the *Federal Public Sector Labour Relations Act*, have the same meaning as given to them in the *Federal Public Sector Labour Relations Act*.
- A5.03** All elements identified in the table of contents form part of this collective agreement.

SECTION B – PAY, ALLOWANCES, AND BENEFITS

ARTICLE B-1 – SALARIES

Definitions

B1.01 For the purpose of this Agreement:

- a. “*Annual rate of pay*” means the rate of pay applicable to the employee in accordance with paragraph B1.02.
- b. “*Weekly rate of pay*” means an employee’s annual rate of pay divided by 52.176.
- c. “*Daily rate of pay*” means an employee’s annual rate of pay divided by 260.88.
- d. “*Hourly rate of pay*” means an employee’s annual rate of pay divided by 1956.6.
- e. “*Straight-time rate*” means an employee’s hourly rate of pay.
- f. “*Time and one-half*” means one and one-half (x1.5) times an employee’s hourly rate of pay.
- g. “*Double time*” means two (x2) times an employee’s hourly rate of pay.

Salary Ranges/Tables

B1.02 The following salary ranges will become effective on the dates indicated.

Salary Range	Effective November 1, 2022		Effective November 1, 2023		Effective on implementation	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
NEB 01	\$34,283	\$41,719	\$35,488	\$43,186	\$36,641	\$44,590
NEB 02	\$38,643	\$47,016	\$40,001	\$48,668	\$41,301	\$50,250
NEB 03	\$43,567	\$53,012	\$45,098	\$54,875	\$46,564	\$56,658
NEB 04	\$49,128	\$59,762	\$50,855	\$61,863	\$52,508	\$63,874
NEB 05	\$55,264	\$67,395	\$57,207	\$69,764	\$59,066	\$72,031
NEB 06	\$62,317	\$75,995	\$64,508	\$78,666	\$66,605	\$81,223
NEB 07	\$70,421	\$85,676	\$72,897	\$88,687	\$75,266	\$91,569
NEB 08	\$79,402	\$96,604	\$82,193	\$100,000	\$84,864	\$103,250
NEB 09	\$93,113	\$113,280	\$96,386	\$117,261	\$99,519	\$121,072
NEB 10	\$104,977	\$127,726	\$108,667	\$132,216	\$112,199	\$136,513
NEB 11	\$114,950	\$139,855	\$118,991	\$144,771	\$122,858	\$149,476
NEB 12	\$125,871	\$153,145	\$130,295	\$158,528	\$134,530	\$163,680

Salary Range	Effective November 1, 2024		Effective November 1, 2025	
	Minimum	Maximum	Minimum	Maximum
NEB 01	\$37,467	\$45,596	\$38,216	\$46,508
NEB 02	\$42,232	\$51,383	\$43,077	\$52,411
NEB 03	\$47,614	\$57,935	\$48,566	\$59,094
NEB 04	\$53,692	\$65,314	\$54,766	\$66,620
NEB 05	\$60,398	\$73,656	\$61,606	\$75,129
NEB 06	\$68,107	\$83,054	\$69,469	\$84,715
NEB 07	\$76,963	\$93,634	\$78,502	\$95,507
NEB 08	\$86,777	\$105,578	\$88,513	\$107,690
NEB 09	\$101,763	\$123,802	\$103,798	\$126,278
NEB 10	\$114,729	\$139,591	\$117,024	\$142,383
NEB 11	\$125,628	\$152,847	\$128,141	\$155,904
NEB 12	\$137,564	\$167,371	\$140,315	\$170,718

Pay notes

- B1.03**
- Effective November 1, 2022, employees will have a wage adjustment of one decimal two five percent (1.25%) applied and then an economic increase of three decimal five percent (3.5%) rounded to the nearest \$1.
 - Effective November 1, 2023, employees will have a pay line adjustment of zero decimal five percent (0.5%) applied and then an economic increase of three percent (3%) rounded to the nearest \$1.
 - Effective November 1, 2024, employees will have a wage adjustment of zero decimal two five percent (0.25%) and an economic increase of two percent (2%) applied rounded to the nearest \$1.
 - Effective November 1, 2025, employees will have an economic increase of two percent (2%) applied rounded to the nearest \$1.

ARTICLE B-2 – PAY ADMINISTRATION

B2.01 Each employee is entitled to be paid for services rendered in the salary range specified in Article B-1 for the level of the employee's substantive position.

B2.02 When the rates of pay set forth in Article B-1 have an effective date prior to the date of signing of the collective agreement the following shall apply:

- "Retroactive period"* for the purpose of sub-paragraphs (b) to (d) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the Agreement is signed or when an arbitral award is rendered therefore.
- A retroactive upward revision in rates of pay shall apply to employees, former

employees or in case of death, the estates of former employees, who were employees in the bargaining unit during the retroactive period.

- c. Only rates of pay, compensation for overtime, cashout of vacation leave, severance pay and maternity and parental allowances which have been paid to an employee during the retroactive period will be recomputed and the difference between the amount paid on the old rates of pay and the amount payable on the new rates of pay will be paid to the employee.
- d. For former employees, or in the case of death, for the former employees' estate representatives, the Employer shall send such retroactive payments to the last known address. If the payment is returned, the Employer will hold such payment for a period of one (1) year after which the Employer's obligation for payment ceases.

B2.03 Each July 1st, employees other than those employees whose performance has been evaluated as marginal or unsatisfactory shall be granted a pay increment of four percent (4%) of salary until the maximum rate of pay established for the employee's substantive position is reached. Employees who were appointed to their substantive position during the previous twelve (12) months will have their pay increment pro-rated on the basis of the number of days between the date of appointment and July 1st.

- B2.04**
- a. An employee whose performance is evaluated as marginal shall be granted a pay increment of two percent (2%) on July 1st or such other amount as calculated in accordance with paragraph B2.03. The employee's performance will be re-evaluated over the next six (6) months and, if rated as performing or better, the employee will be granted an additional increment of two percent (2%), or such other amount as calculated in accordance with paragraph B2.03, effective January 1st.
 - b. An employee whose performance is evaluated as unsatisfactory shall not receive a pay increment on July 1st. The employee's performance will be re-evaluated over the next six (6) months and, if rated as performing or better, the employee will be granted an increment of four percent (4%), or such other amount as calculated in accordance with paragraph B2.03, effective January 1st.

B2.05 When two (2) or more of the following actions occur on the same date, namely, appointment, pay increment and an adjustment to the salary ranges, the employee's rate of pay shall be calculated in the following sequence:

- b. The employee shall receive the pay increment.
- b. The rate of pay shall be revised in accordance with the adjustment to the salary range.
- c. The rate of pay on appointment shall be established in accordance with this Agreement.

***ARTICLE B-3 – ACTING PAY**

B3.01 When an employee is required by the Employer to substantially perform the duties of a higher classified position covered by this collective agreement on an acting basis for the qualifying period specified in paragraph B3.02, 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.

B3.02 The qualifying period shall be at least three (3) consecutive working days.

B3.03 When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for the purpose of the qualifying period.

***B3.04** An employee who is required to perform the duties of a higher classification level will not be arbitrarily assigned and reassigned between his or her regular position and the acting position solely for the purpose of avoiding entitlement to acting pay in the higher-level position.

ARTICLE B-4 – PROMOTION, DEMOTION OR CHANGE IN CLASSIFICATION

Rate of Pay on Promotion

B4.01 An employee who is promoted or whose position is classified to a higher level shall be paid at the lowest rate of pay in the new salary range which gives an increase in pay of not less than five percent (5%) of the maximum of the new salary range.

Rate of Pay on Demotion

B4.02 On demotion, an employee is paid at the rate of pay in the salary range applicable to the employee's new position/classification, which is nearest to, or equal to, the employee's former rate of pay.

Rate of Pay on Classification to a Level with a Lower Maximum Rate

- B4.03**
- a. Where an employee's position is classified to a level with a lower maximum rate of pay, the employee shall be deemed to have retained for all purposes the former classification. In respect to the pay of the incumbent employee, this may be cited as "salary protection status" and, subject to sub-paragraph (c) below, shall apply until such time as the position is vacated.
 - b. The Employer will make a reasonable effort to appoint the employee to a position at the same level as the employee's former classification. Such an appointment shall be considered as a transfer for the purpose of calculating increments and determining rates of pay.
 - c. In the event that an employee declines an offer of transfer to a position pursuant to sub-paragraph (b) above, that employee shall immediately be paid at the rate of pay in the salary range applicable to the new classification of the position which is nearest to, or equal to, the employee's former rate of pay.

ARTICLE B-5 – SEVERANCE PAY

B5.01 Under the circumstances set out in this article and subject to paragraph B5.05, an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay for the employee's substantive position.

Lay-off

B5.02

- a. On the first (1st) lay-off, 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).

- b. On the second (2nd) or subsequent lay-off, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three-hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under subparagraph (a) above.

Death

- B5.03** If an employee dies, there shall be paid to the employee's estate a severance payment 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.

Termination for Incapacity

- B5.04** An employee who has completed more than one (1) year of continuous employment and who is terminated by reason of incapacity shall receive one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

Limitations

- B5.05** 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 by the public service, a federal crown corporation, the Canadian Forces or the Royal Canadian Mounted Police. Under no circumstances shall the maximum severance pay provided under this article be pyramided.

For greater certainty, payments made pursuant to Appendix D or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this provision.

- B5.06** The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in the employee's certificate of appointment, immediately prior to the termination of their employment.

- B5.07**
- a. An employee who resigns to accept an appointment with an organization listed in Schedule I, IV or V of the *Financial Administration Act* shall be paid all severance payments resulting from the application of Appendix D
 - b. In situations where an employee is appointed into a position in the bargaining unit from a position outside the bargaining unit where, at the date of appointment, the employee had accrued entitlements similar to those in Appendix D with a previous employer in the public service, there shall be no entitlement to carry over such accrued benefits or to receive any payment whatsoever under this article.

ARTICLE B-6 – NATIONAL JOINT COUNCIL DIRECTIVES

B6.01 The following directives, policies or regulations, as amended from time to time by National Joint Council recommendation and which have been approved by Treasury Board of Canada, form part of this Agreement:

- a. Travel Directive,
- b. Relocation Directive,
- and
- c. Bilingualism Bonus Directive.

ARTICLE B-7 – REGISTRATION FEES

B7.01 The Employer shall reimburse an employee for payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement for the performance of the duties of the employee's position.

B7.02 When the payment of membership or registration fees to an organization or governing body is not a requirement for the continuation of the performance of the duties of an employee's position:

The Employer will reimburse some costs related to an employee's membership fee to a professional body or association that is linked to an employee's area of expertise and when the Employer is satisfied that the costs incurred by the Employer for expenses on relevant career and professional development activities for the employee are lower than what would otherwise be incurred as a result of that membership.

Where documentation is provided and the Employer is satisfied that the difference between non-membership and membership fees associated with the professional body or association could have realized financial savings for the Employer, the employee will be reimbursed either:

- b. the yearly cost of the membership,
- or
- b. the savings that would have been realized resulting from the employee's membership, whichever is less, but not exceeding one thousand dollars (\$1,000).

The parties agree that this change will not result in any retroactive payment or adjustment. It will form part of the implementation, on a prospective basis, of the new collective agreement once signed, in accordance with the Memorandum of Understanding between the Canada Energy Regulator and the Professional Institute of the Public Service of Canada with respect to Implementation of the Collective Agreement.

ARTICLE B-8 – HEALTH AND INSURANCE BENEFITS

B8.01 The Employer will continue coverage for employees under the Government of Canada Public service Health Care Plan, Public service Dental Care Plan, and Public service Disability Insurance Plan, as amended from time to time.

SECTION C – WORKING CONDITIONS

ARTICLE C-1 – HOURS OF WORK

- C1.01** The normal work week shall be Monday to Friday inclusive, consisting of thirty-seven decimal five (37.5) hours. The normal work day shall consist of seven decimal five (7.5) hours, exclusive of a meal period, between the hours of 7:00 a.m. and 6:00 p.m. Hours of work, including banked time arrangements, shall be arranged to meet operational requirements as determined by the Employer, taking into consideration wherever possible the preferences of individual employees.
- C1.02**
- a. An employee shall be granted at least two (2) consecutive days of rest during each seven (7) day period unless operational requirements do not so permit.
 - b. “*Day of rest*” is a day, other than a designated paid holiday or a day of leave with or without pay, on which the employee is not ordinarily scheduled to perform work.
- C1.03** Employees shall complete weekly time reports as required by the Employer.
- C1.04** Where normal hours are to be changed so that they are different from those specified in paragraph C1.01, the Employer, except in cases of emergency, will consult in advance with the Institute on such hours of work and, in such consultation, will establish that such hours are required to meet the needs and/or the efficient operation of the Canada Energy Regulator.
- C1.05** The Employer will make every reasonable effort not to schedule the commencement of an employee’s workday within eight (8) hours of the completion of the employee’s previous scheduled hours of work. Where operational requirements do not allow for eight (8) hours of rest before being required to report for a scheduled work day, the employee shall be compensated at time and one half (1.5x) for all time less than the eight (8) hours of rest referred to in C1.05.
- C1.06** For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.

*ARTICLE C-2 – BANKED TIME

- C2.01** With the approval of the Employer, an employee may work additional hours in excess of normal hours specified in Article C-1 either on a normal work day or on a day of rest or designated paid holiday and to accumulate these additional hours, on a one-for-one (1:1) basis, as banked time credits to be used as leave with pay in accordance with paragraphs C2.05 to C2.07.
- C2.02** Banked time credits shall be based on 15 (fifteen) minute increments. The cumulative total of banked time credits may not exceed thirty-seven decimal five (37.5) hours without the consent of the Employer. Banked time credits shall not be paid out.
- *C2.03** When an employee works or is on approved leave for a period equal to or less than seven decimal five (7.5) hours on a normal workday, banked time credits will not be accumulated.
- C2.04** The Employer shall not compel an employee in any way to use the provisions of paragraph C2.01 where the work required is overtime as defined in Article C-3 (Overtime).
- C2.05** Upon application by the employee, banked time credits may be taken as leave with pay, subject to operational requirements. The leave may be taken on a casual basis

or on a pre-arranged schedule.

- C2.06** An employee shall be required to accumulate sufficient banked time credits to account for a period of leave prior to taking such leave.
- C2.07** An employee who qualifies for another form of leave with pay may substitute such leave for banked time leave.

***ARTICLE C-3 – OVERTIME**

General

- C3.01** Overtime means work required by the Employer in excess of the employee's scheduled hours of work other than hours to be accumulated under banked time. Overtime work will normally be authorized in advance.
- C3.02** All calculations for overtime shall be based on each completed period of fifteen (15) minutes.
- C3.03** Except in cases of emergency, standby or by mutual agreement, the Employer undertakes to provide as much advance notice as possible of any requirement for the performance of overtime.

Overtime Rates

- C3.04** Employees who are required to work overtime on a normal workday will be compensated at time and one-half (x1.5) for the first (1st) seven decimal five (7.5) hours and double time (x2) thereafter.
- C3.05** Employees who are required to work overtime on a day of rest will be compensated for each hour of overtime worked.
- b. Employees shall receive time and one-half (1.5) for the first (1st) seven decimal five (7.5) hours worked on a day of rest and double time (x2) for any additional work performed on the first (1st) or subsequent day of rest.
 - b. Employees shall receive double time (x2) for any hours they are assigned to work on their second (2nd) day of rest if they have been required by the Employer to work on both their first (1st) and second (2nd) day of rest, regardless of how many hours they work on their first (1st) day of rest.
- C3.06** Employees who are required to work overtime on a designated paid holiday will be compensated for each hour of overtime worked:
- b. at time and one-half (x1.5) for the first (1st) seven decimal five (7.5) hours and double time (x2) thereafter,
 - or
 - b. at double time (x2) when the designated paid holiday is contiguous to a second (2nd) day of rest on which the employee also worked and received compensation in accordance with paragraph C3.05 in addition to the compensation that the employee would have been granted had the employee not worked on the designated paid holiday.
- C3.07** In the application of paragraphs C3.05 (b) and C3.06 (b), when the overtime work commences on such second (2nd) or subsequent day of rest or on a designated paid holiday, as the case may be, and extends into the next day, all overtime hours worked continuously will be paid at double time (x2).

Overtime Contiguous with Scheduled Hours of Work

- C3.08** An employee who is required to work overtime contiguous with, either before or following, scheduled hours of work shall be entitled to compensation at the applicable overtime rate set out in this article, for each overtime hour worked.
- C3.09** Employees who are required to work overtime contiguous with scheduled hours of work and who, at their own request, are allowed to leave work for a temporary period or complete the work at home will be compensated in accordance with paragraph C3.08.

Overtime Not Contiguous with Scheduled Hours of Work

- *C3.10** An employee who is called-back or required to work overtime at a time not contiguous with scheduled hours of work shall be entitled to the greater of:
- a. a minimum of three (3) hours pay at the applicable overtime rate,
 - or
 - b. compensation at the applicable overtime rate for each hour worked.
- C3.11** When an employee is required to perform work at a time not contiguous with scheduled hours of work and completes such work without returning to the workplace, the minimum of three (3) hours provided in paragraph C3.10 shall be replaced by a minimum of one (1) hour which shall apply only once in respect of each one-hour (1 hour) period.
- *C3.12** Employees who are required to return to the workplace to perform work at a time not contiguous with scheduled hours of work will be entitled to reimbursement of the kilometric allowance, up to thirty-two (32) kilometers, at the rate normally paid when an employee is authorized to use a personal automobile or reimbursement of out-of-pocket expenses for commercial transportation, as applicable.
- C3.13** Time spent reporting to work or returning to the employee's residence shall not constitute time worked except when required by the Employer to use a vehicle supplied by the Employer for transportation to a work location other than the employee's normal place of work.

ARTICLE C-4 – STANDBY

- C4.01** An employee designated for standby duty shall be available during the period of standby at a known telephone number and be able to report for duty as quickly as possible if called.
- C4.02** The Employer will normally supply an electronic communications device or cellular telephone to an employee designated for standby duty. When an employee who is supplied by the Employer with an electronic communications device or cellular telephone is not required to be available to respond to contacts, the employee is not deemed to be on standby duty.
- C4.03** When the Employer requires an employee to be available on standby during off-duty hours, the employee shall be compensated at the rate of one-half (0.5) hour's pay for each four (4) hour period or portion thereof of standby duty. No payment shall be made where the employee is unable to perform work when required.
- C4.04** An employee on standby who is called to perform work by the Employer and who performs work shall be compensated in accordance with paragraph C3.10 or C3.11 of

Article C-3 (Overtime), whichever applies.

***ARTICLE C-5 – OVERTIME MEAL PERIODS AND MEAL ALLOWANCES**

- C5.01** An employee who works three (3) or more hours of overtime immediately before or immediately following scheduled hours of work shall be reimbursed for one (1) meal in the amount of twelve dollars (\$12.00), except where free meals are provided. Reasonable time with pay to be determined by the Employer shall be allowed for the employee in order to take a meal either at or adjacent to the employee's place of work.
- C5.02** When an employee works overtime continuously extending four (4) hours or more beyond the period provided in paragraph C5.01, the employee shall be reimbursed for one (1) additional meal in the amount of twelve dollars (\$12.00), except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order for to take a meal break either at or adjacent to the employee's place of work.
- *C5.03** This article shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals or to an employee who has obtained authorization to work at the employee's residence.

***ARTICLE C-6 – TRAVEL TIME**

- C6.01** When the Employer directs an employee to travel for the purpose of performing duties and/or professional development and training, pursuant to Article E-9, the employee shall be compensated in the manner set out in this article.
- C6.02** On a normal work day on which an employee travels but does not work, the employee shall receive regular pay for the day.
- C6.03** On a normal work day on which an employee travels and works, the employee shall be paid
- a. regular pay for the day for a combined period of travel and work not exceeding seven decimal five (7.5) hours, and
 - b. at the applicable overtime rate for additional travel time in excess of a 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 rate of pay.
- C6.04** On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours traveled to a maximum payment of fifteen (15) hours pay at the straight-time rate of pay.
- C6.05** For the purpose of this article, travel time for which an employee shall be compensated is as follows:
- a. For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer,
 - b. For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the destination and, upon return, direct back to the employee's residence or work place, or

- c. In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements in which case compensation for travel time shall not exceed that which would have been payable under the Employer's original determination.
- C6.06** Travel time shall include time necessarily spent at each stop-over en route provided that such stop-over does not include an overnight stay.
- C6.07** All calculations for travel time shall be based on each completed period of fifteen (15) minutes.
- *C6.08** Travel status leave:
 - a. An employee who is required to travel outside their headquarters area on Employer business, as these expressions are defined by the Employer, and is away from their permanent residence for twenty (20) nights during a fiscal year shall be granted seven decimal five (7.5) hours off with pay. The employee shall be credited with seven decimal five (7.5) hours off for each additional twenty (20) nights that the employee is away from their permanent residence to a maximum of eighty (80) additional nights.
 - b. The maximum number of hours off earned under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year and must be taken in the fiscal year following the year it is earned. Travel time earned in (a) cannot be carried forward or paid out.
 - 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 C-7 – PAYMENT OF OVERTIME OR COMPENSATORY LEAVE IN LIEU**

- *C7.01** Overtime earned under Article C-3 (Overtime) and Article C-6 (Travel Time) shall be compensated except where, upon application by the employee and with the approval of the Employer, such overtime may be converted to compensatory leave at the applicable rate prescribed in those articles.
- *C7.02** When a payment is being made, the Employer will endeavor to make such payment within six (6) weeks following the end of the pay period for which the employee requests payment.
- C7.03** Upon application by the employee, compensatory leave may be taken as leave with pay subject to operational requirements.
- C7.04** Compensatory leave carried over from a previous fiscal year and outstanding on September 30th of the next fiscal year shall be paid out at the employee's rate of pay in effect at that date, unless carried over by mutual agreement. Such payment shall be made within six (6) weeks of the commencement of the first (1st) pay period after September 30th.
- C7.05** Where, in respect of any period of compensatory leave, an employee:
 - a. is granted bereavement leave,
 - or
 - b. is granted sick leave 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.

C7.06 Where during any period of compensatory leave an employee is recalled to duty, the employee shall be reimbursed for reasonable and verifiable expenses as normally defined by the Employer:

- b. for proceeding to the employee's place of duty,
and
- c. for returning to the place from which the employee was recalled if the employee resumes compensatory leave upon completing the recall assignment.

C7.07 The employee shall not be considered as being on compensatory leave during any period in respect of which the employee is entitled under paragraph C7.06 to be reimbursed for reasonable expenses incurred by the employee.

***ARTICLE C-8 – DESIGNATED PAID HOLIDAYS**

C8.01 Subject to paragraph C8.02, the following days shall be designated paid holidays for employees:

- b. New Year's Day
- b. Alberta Family Day or British Columbia Family Day or St Jean Baptiste Day
- c. Good Friday
- d. Easter Monday
- e. Victoria Day
- f. Canada Day
- g. First (1st) Monday in August
- h. Labour Day
- i. *National Day for Truth and Reconciliation
- j. Thanksgiving Day
- k. Remembrance Day
- l. Christmas Day
- m. Boxing Day, and
- n. any additional day if proclaimed by an Act of Parliament as a National Holiday.

With respect to C8.01(b) above, an employee is entitled only one (1) of the designated paid holidays each calendar year, based on the province in which the employee is employed.

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

C8.02 An employee absent without pay on both the employee's full working day immediately preceding and the employee's full working day immediately following a designated paid holiday, is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article H-6 (Leave for

Labour Relations).

Designated Paid Holidays Falling on a Day of Rest

- C8.03** When a day designated as a paid holiday coincides with an employee's day of rest, the holiday shall be moved to the employee's first (1st) normal working day following the employee's day of rest.
- C8.04** When a day designated as a paid holiday for an employee is moved to another day under the provisions of paragraph C8.03:
- 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 Designated Paid Holiday

- C8.05** Compensation for work on a designated paid holiday will be in accordance with Article C-3 (Overtime).

Designated Paid Holiday Coinciding with a Day of Paid Leave

- C8.06** Where a day that is a designated paid holiday for an employee coincides with a day of leave with pay, the designated paid holiday shall not count as a day of leave.

SECTION D – LEAVE

***ARTICLE D-1 – LEAVE (GENERAL)**

- D1.01** The amount of earned but unused leave with pay credited to an employee 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.
- D1.02** An employee shall not be granted two (2) different types of leave with pay in respect of the same period of time.
- D1.03** An employee is not entitled to leave with pay during periods of leave without pay or while the employee is under suspension.
- D1.04** In respect to applications for leave made pursuant to Section D, the employee may be required to provide satisfactory validation of the circumstances necessitating such requests.
- D1.05** An employee who has proceeded on leave without pay may change the return to work date if such change does not result in additional costs to the Employer.
- D1.06** For the purposes of this section, a day of leave with pay is comprised of seven decimal five (7.5) paid hours.
- D1.07** Except as otherwise specified in this Agreement, where leave without pay for a period in excess of three (3) months is granted to an employee for reasons other than illness, the total period of leave granted shall be deducted from “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.
- *D1.08** An employee shall not earn or be granted leave credits under this agreement in any month nor in any fiscal year for which leave has already been credited or granted to him or her under any rules or regulations of the Employer applicable to organizations within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act.

***ARTICLE D-2 – VACATION LEAVE**

Vacation Year

- D2.01** The vacation year shall be from April 1st to March 31st, inclusive. Vacation leave is intended to be used in the year it is earned.

Accumulation of Vacation Leave Credits

- *D2.02** An employee shall earn vacation leave credits for each calendar month during which the employee receives pay for at least ten (10) days at the following rate:
- Fifteen (15) days annually until the month in which the employee’s seventh (7th) anniversary of service occurs.
 - Twenty (20) days annually commencing with the month in which the employee’s seventh (7th) anniversary of service occurs.
 - Twenty-two (22) days annually commencing with the month in which the employee’s sixteenth (16th) anniversary of service occurs.
 - Twenty-three (23) days annually commencing with the month in which the employee’s seventeenth (17th) anniversary of service occurs.

- e. Twenty-five (25) days annually commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs.
- f. Twenty-seven (27) days annually commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs.
- g. Thirty (30) days annually commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.

D2.03 For the purpose of paragraph D2.02 only, all service within the public service, including the Royal Canadian Mounted Police, whether continuous or discontinuous, shall count toward vacation leave.

Effective April 1, 2012, 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 the Reserve Force while on Class B or C service, will be included in the calculation of vacation leave credits. The change is forward-looking and there shall be no recalculation of entitlements for vacation years before April 1, 2012.

Effective April 1, 2013, any periods of continuous/discontinuous service as a student within the public service shall count towards the calculation of vacation leave. The change is forward-looking and there shall be no recalculation of entitlements for vacation leave before April 1, 2013.

Entitlement to Vacation Leave with Pay

D2.04 An employee is entitled to vacation leave with pay to the extent of the employee's earned credits but an employee who has completed six (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the current vacation year.

Provision for Vacation Leave

D2.05 In order to maintain operational requirements, the Employer reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:

- a. to provide an employee's vacation leave in an amount and at such time as the employee may request,
- b. to schedule vacation leave on an equitable basis,
- and
- c. not to cancel a period of vacation leave which has been approved, or to recall an employee to duty once the leave has commenced.

Replacement of Vacation Leave

D2.06 Where, in respect of any period of vacation leave, an employee is granted:

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

Carryover and Liquidation of Vacation Leave

- D2.07** Where in any vacation year an employee has not used all the vacation leave credited to the employee, the unused portion of vacation leave shall be carried over up to a maximum of thirty-five (35) days of credits, unless the maximum of thirty-five (35) days is waived on written agreement of the employee and the Employer. Vacation leave credits in excess of this maximum will be paid out at the rate of pay for the employee's substantive position in effect on the March 31st immediately preceding the payout.
- D2.08** During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits shall be compensated at the rate of pay for the employee's substantive position.

Recall from Vacation Leave

- D2.09** Where during any period of vacation an employee is recalled to duty, the employee shall be reimbursed for reasonable and verifiable expenses as normally defined by the Employer:
- a. for proceeding to the employee's place of duty,
and
 - b. for returning to the place from which the employee was recalled if the employee resumes vacation upon completing the recall assignment.
- D2.10** The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under paragraph D2.09 to be reimbursed for reasonable expenses incurred by the employee.

Cancellation of Vacation Leave

- D2.11** 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, when available, to the Employer.

Leave When Employment Terminates

- D2.12** When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid vacation pay in an amount calculated by multiplying the number of days of earned but unused vacation leave with pay credits by the daily rate of pay for the employee's substantive position on the date of termination of employment.
- D2.13** Notwithstanding paragraph D2.12, an employee who resigns to accept an appointment with another organization in the public service may choose not to be paid for unused vacation leave credits provided that the appointing organization will accept such credits.
- D2.14** Except in cases of termination for disciplinary reasons, the Employer shall grant the

employee unused vacation leave credits prior to termination of employment, if the employee so requests.

Recovery on Termination

- D2.15** In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation leave taken by the employee, calculated on the basis of the rate of pay applicable to the employee's substantive position on the date of termination.

ARTICLE D-3 – SICK LEAVE

- D3.01** An employee shall earn sick leave credits at the rate of one decimal two five (1.25) days for each calendar month for which the employee receives pay for at least ten (10) days.
- D3.02** Sick leave with pay shall be granted when an employee is unable to work because of illness or injury provided that:
- a. the employee satisfies the Employer of this condition in such a manner and at such a time as may be determined by the Employer,
 - and
 - b. the employee has the necessary sick leave credits.
- D3.03** Unless otherwise informed in advance, a statement signed by the employee stating that because of illness or injury the employee was unable to perform work shall be considered as meeting the requirements of sub-paragraph D3.02 (a).
- D3.04** Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of paragraph D3.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to twenty-five (25) days subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for reasons other than death, lay-off or incapacity, the recovery of the advance from any monies owed to the employee.
- D3.05** 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.
- D3.06**
- a. Previously earned but unused sick leave credits shall be restored to an employee whose employment with the Employer was terminated by reason of lay-off and who is appointed within two (2) years from the date of lay-off to a position covered by this collective agreement.
 - b. Previously earned but unused sick leave credits shall be restored to an employee whose employment in another portion of the public service was terminated by reason of lay-off and who is appointed within one (1) year from the date of lay-off to a position covered by this collective agreement.
 - c. Sick leave credits earned but unused by an employee during a previous period of employment with the Employer shall be restored to an employee whose employment was terminated due to the end of a specified period of employment, and who is re-appointed to a position covered by this collective agreement within one (1) year from the end of the specified period of

employment.

ARTICLE D-4 – INJURY ON DUTY LEAVE WITH PAY

D4.01 An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by a provincial worker's compensation board that the employee is unable to perform duties because of:

- b. Personal injury accidentally received in the performance of duties and not caused by the employee's willful misconduct,
- c. Sickness resulting from the nature of employment,
- or
- d. Exposure to hazardous conditions in the course of employment, if the employee agrees to pay to the Receiver General for Canada any amount received for loss of wages in settlement of any claim the employee may have in respect of such injury, sickness or exposure.

ARTICLE D-5 – ONE-TIME VACATION LEAVE CREDIT

- D5.01**
- a. Employees shall be credited a one-time (1 time) entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service as defined in clause D2.03. An employee shall be entitled to this vacation entitlement only once during the employee's total period of employment with the public service.
 - b. The vacation leave credits provided in D5.01 (a) shall be excluded from the application of D2.07 and D2.08 dealing with the carryover and/or liquidation of vacation leave.

*ARTICLE D-6 – LEAVE WITH PAY FOR FAMILY RELATED RESPONSIBILITIES

D6.01 For the purpose of this article, family is defined as:

- a. spouse (or common-law spouse residing with the employee),
- b. children (including foster children, children of legal or common-law partner and ward of the employee),
- c. parents (including stepparents or foster parents), father-in-law, mother-in-law,
- d. brother, sister, stepbrother, stepsister,
- e. grandparents and grandchildren of the employee,
- f. any relative permanently residing in the employee's household or with whom the employee permanently resides,
- g. any relative to whom the employee has a duty of care, irrespective of whether they reside with the employee,
- or
- h. 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.

D6.02 The total leave with pay which may be granted under this article shall not exceed

thirty seven decimal five (37.5) hours in a fiscal year.

***D6.03** The Employer shall grant leave with pay under the following circumstances:

- a. To take a dependent family member for medical or dental appointments or for appointments with school authorities or adoption agencies. A dependent family member is a family member who is incapable of attending the appointment unaccompanied. An employee is expected to make reasonable efforts to schedule appointments to minimize the employee's absence from work and must notify the supervisor of the appointment as far in advance as possible.
- b. To provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternative care arrangements where the illness is of a longer duration.
- c. To provide for the immediate needs and temporary care of an elderly member of the employee's family.
- d. For needs directly related to the birth or to the adoption of the employee's child.
- e. To attend school functions; if the supervisor was notified of the functions as far in advance as possible.
- f. To provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility.
- g. *To visit a family member who, due to an incurable terminal illness, is nearing the end of their life.
- h. *Fifteen (15) hours out of the thirty-seven decimal five (37.5) hours stipulated in clause D6.02 above may be used to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

***ARTICLE D-7 – BEREAVEMENT LEAVE WITH PAY**

D7.01 For the purpose of this article, immediate family is defined as:

- a. father, mother, father-in-law, mother-in-law, stepfather, stepmother or foster parent,
- b. brother, sister, stepbrother, stepsister,
- c. spouse (including common-law partner residing with the employee),
- d. child (including child of common-law spouse), stepchild, foster child or ward of the employee,
- e. son-in-law, daughter-in-law,
- f. grandparent, grandchild,
- g. any relative permanently residing in the employee's household or with whom the employee permanently resides,
or
- b. 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.

- D7.02** When a member of the employee's immediate family dies, an employee shall be entitled to bereavement leave with pay. Such bereavement leave, as determined by the employee, must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for that employee. In addition, the employee may be granted up to three (3) days of leave with pay for the purpose of travel related to the death.
- D7.03** 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.
- D7.04** When requested to be taken in two (2) periods,
- b. the first (1st) period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and
 - c. the second (2nd) period must be taken no later than twelve (12) months from the date of the death for the purpose of attending a ceremony.
 - d. 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.
- *D7.05** An employee is entitled to up to one (1) day's bereavement leave with pay for purposes related to the death of the employee's aunt or uncle, brother-in-law or sister-in-law and grandparents of spouse.
- D7.06** It is recognized by the parties that the circumstances which call for leave in respect of bereavement vary on an individual basis. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in paragraphs D7.02 or D7.03 or for persons other than those listed in this article.
- D7.07** If, during a period of sick leave, vacation leave or banked time, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave under this clause, the employee shall be granted bereavement leave and the employee's paid leave credits shall be restored to the extent of any concurrent bereavement leave granted.
- D7.08** An employee shall be entitled to bereavement leave with pay 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.

ARTICLE D-8 – COURT LEAVE WITH PAY

- D8.01** Leave with pay shall be given to every employee, other than an employee already on leave without pay, on education leave, or under suspension who 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 held in or before a court, legislature or an administrative tribunal empowered to compel the attendance of witnesses.

ARTICLE D-9 – PERSONNEL SELECTION LEAVE WITH PAY

- D9.01** Where an employee participates in a personnel selection process, including the redress process where applicable, for a position in the public service, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process and for such further period as the Employer considers reasonable for the employee to travel to and from the place where the employee's presence is required.

ARTICLE D-10 – EXAMINATION LEAVE WITH PAY

- D10.01** Leave with pay to take examinations or defend dissertations may be granted by the Employer to an employee who is not on education leave where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve the employee's qualifications.

ARTICLE D-11 – EDUCATION LEAVE WITHOUT PAY

- D11.01** An employee may be granted education leave without pay for periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for study in some field of education to enable the employee to better fill a current or future role with the Employer.
- D11.02** An employee on education leave without pay under this article shall receive an allowance in lieu of salary of up to one hundred percent (100%) of basic salary. The percentage and duration of this allowance is at the discretion of the Employer and must be agreed to in writing between the Employer and the employee prior to leave being approved.
- D11.03** An allowance already being received by the employee may, at the discretion of the Employer, be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such an allowance is to be continued in whole or in part.
- D11.04** As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer:
- b. fails to complete the course,
 - c. does not resume employment with the Employer on completion of the course,
 - or
 - d. ceases to be employed, except by reason of death or lay-off, before termination of the period the employee has undertaken to serve after completion of the course, the employee shall repay the Employer all allowances paid under this article during the education leave or such lesser sum as shall be determined by the Employer.
- D11.05** Education leave 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.

ARTICLE D-12 – LEAVE WITHOUT PAY FOR THE LONG-TERM CARE OF A FAMILY MEMBER

- D12.01** Subject to operational requirements and the conditions set out in this article, an employee shall be granted leave without pay for:
- b. the care and nurturing of the employee's dependent children,
or
 - c. the long-term care of an ill or aged parent or a disabled child or spouse.
- D12.02** Except in the case of urgent and unforeseen circumstances, an employee shall notify the Employer in writing four (4) weeks in advance of the commencement date of leave under this article.
- D12.03** Leave granted under this article shall be for a minimum period of three (3) weeks.
- D12.04** The total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the public service.

ARTICLE D-13 – LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE

- D13.01** At the request of an employee, leave without pay for a minimum period of three (3) months and a maximum period of one (1) year shall be granted to an employee whose spouse is permanently relocated and up to three (3) years to an employee whose spouse is temporarily relocated.
- D13.02** The Employer may, at its option, appoint or deploy another person, on an indeterminate basis, to the position that was occupied by the employee.

ARTICLE D-14 – LEAVE WITHOUT PAY FOR PERSONAL NEEDS

- D14.01** 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.
- D14.02** 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.
- D14.03** An employee is entitled to leave without pay for personal needs only once under each of paragraphs D14.01 and D14.02 during the employee's total period of employment in the public service. Leave without pay granted under this article may not be used in combination with maternity, or parental leave or leave for relocation of spouse without the consent of the Employer.

ARTICLE D-15 – OTHER LEAVE WITH OR WITHOUT PAY

- D15.01** At its discretion, the Employer may grant leave with or without pay for purposes other than those specified in this Agreement.

ARTICLE D-16 – MEDICAL LEAVE FOR PREGNANT EMPLOYEES

- D16.01** Up to three decimal seven five (3.75) hours of time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.
- D16.02** Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

ARTICLE D-17 – PERSONAL LEAVE

- D17.01** Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours or two (2) periods of up to three decimal seven five (3.75) hours each of leave with pay for reasons of a personal nature.
- D17.02** The leave will be scheduled at times convenient both to the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.

*ARTICLE D-18 – DOMESTIC VIOLENCE LEAVE

- *D18.01** For the purposes of this article “domestic violence” is considered to be any form of abuse or neglect that an employee or an employee’s child experiences from a family member or from someone with whom the employee has or had an intimate relationship.
- D18.02** The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.
- *D18.03** Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence shall be granted domestic violence leave in order to enable the employee, in respect of such violence:
- a. to seek care and/or support for themselves or their dependent child in respect of a physical or psychological injury or disability;
 - b. to obtain services from an organization which provides services for individuals who are subject to domestic violence;
 - c. to obtain professional counselling;
 - d. to relocate temporarily or permanently;
- or
- e. to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.
- D18.04** The total domestic violence leave with pay which may be granted under this article shall not exceed seventy-five (75) hours in a fiscal year.
- *D18.05** Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this article shall, when delivered to the Employer, be considered as meeting the requirements of this article.
- D18.06** Notwithstanding Articles D18.03 to D18.04, 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 D-19 – CAREGIVING LEAVE

- D19.01** An employee who provides the Employer with proof that they are in receipt of or awaiting Employment Insurance (EI) benefits for Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults may be granted leave without pay while in receipt of or awaiting these benefits.

- D19.02** The leave without pay described in Article D19.01 shall not exceed twenty-six (26) weeks for Compassionate Care Benefits, thirty-five (35) weeks for Family Caregiver Benefits for Children and fifteen (15) weeks for Family Caregiver Benefits for Adults, in addition to any applicable waiting period.
- D19.03** When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been accepted.
- D19.04** When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been denied, Article D19.01 above ceases to apply.
- D19.05** Leave granted under this article shall count for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

***ARTICLE D-20 – LEAVE FOR TRADITIONAL INDIGENOUS TRADITIONAL PRACTICES**

- *D20.01** Subject to operational requirements as determined by the Employer, fifteen (15) hours of leave with pay and twenty-two decimal five (22.5) hours of leave without pay per fiscal year shall be granted to an employee who self-declares as an Indigenous person and who requests leave to engage in traditional Indigenous practices, including land-based activities such as hunting, fishing, and harvesting.
- For the purposes of this article, an Indigenous person means First Nations, Inuit or Métis.
- *D20.02** Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this article shall, when delivered to the Employer, be considered as meeting the requirements of this article.
- *D20.03** An employee who intends to request leave under this article must give notice to the Employer as far in advance as possible before the requested period of leave.
- *D20.04** As an alternative to leave without pay as per clause D20.01, at the request of the employee and at the discretion of the Employer, time off with pay, up to a total amount of twenty-two decimal five (22.5) hours, may be granted to the employee in order to fulfill their traditional Indigenous practices. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.
- *D20.05** Leave or time off with pay under this article may be taken in one or more periods. Each period of leave shall not be less than seven decimal five (7.5) hours.

SECTION E – OTHER TERMS & CONDITIONS

ARTICLE E-1 – PROHIBITION AGAINST DISCRIMINATION AND HARASSMENT

- E1.01** There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, gender identity or expression, family status, marital status, genetic characteristics, mental or physical disability, conviction for which a pardon has been granted or membership or activity in the Institute.
- E1.02** The Institute and the Employer recognize the right of employees to work in an environment free from harassment and agree that harassment will not be tolerated in the workplace.
- E1.03** The first (1st) level in the grievance procedure shall be waived if the person who would be hearing the grievance is the subject of a complaint submitted pursuant to paragraph E1.01 or E1.02.

ARTICLE E-2 – RELIGIOUS OBSERVANCES

- E2.01** The personal and spiritual importance of religious observance is hereby recognized by the parties to this collective agreement. Every reasonable effort shall be made to accommodate employees who request time off work to fulfill an obligation of their particular religious faith. Employees may use banked time credits, vacation leave or compensatory leave or may take leave without pay at their option.

ARTICLE E-3 – OCCUPATIONAL HEALTH AND SAFETY

- E3.01** The Employer shall make all reasonable provisions for the occupational safety and health of employees.
- E3.02** The occupational safety and health provisions of Part II of the *Canada Labour Code* apply to the Canada Energy Regulator and its employees.

ARTICLE E-4 – REASSIGNMENT OF PREGNANT OR NURSING EMPLOYEES

- E4.01** An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Employer to modify their job functions or reassign the employee to another job if, by reason of the pregnancy or nursing, continuing any of their current functions may pose a risk to the employee's health or that of the fetus or child.
- E4.02** A request made pursuant to paragraph E4.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.
- E4.03** An employee who has made a request pursuant to paragraph E4.01 is entitled to continue in their current job while the Employer examines the request, but, if the risk posed by continuing any of their job functions so requires, the employee is entitled to be immediately assigned other work until such time as the Employer:
- b. modifies the job functions or reassigns the employee,
 - or

- b. informs the employee, in writing, that it is not reasonably practicable to modify the job functions or reassign them.

- E4.04** Where reasonably practicable, the Employer shall modify the employee's job functions or reassign the employee.
- E4.05** Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee, in writing, and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.
- E4.06** An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks of notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why such notice cannot be given. Such notice must be accompanied by a new medical certificate.

ARTICLE E-5 – STATEMENT OF JOB DUTIES

- E5.01** Upon request, an employee shall be entitled to a current statement of the duties and responsibilities of the employee's position, including data relevant to the evaluation of the position's classification level.

ARTICLE E-6 – PERFORMANCE REVIEW

- E6.01** When a formal appraisal of an employee's performance is made, the employee concerned must be given an opportunity to sign the appraisal form upon its completion to indicate that its contents have been read. An employee's signature on the appraisal form shall be considered to be an indication only that its contents have been read and shall not indicate concurrence with the statements contained on the form. A copy of the employee's signed appraisal form shall be provided to the employee.
- E6.02** An employee's performance appraisal will be compiled on behalf of the Employer by the person who is deemed by the Employer to be in the best position to produce a reasonable assessment of the employee's performance.
- E6.03** When an employee disagrees with the performance appraisal, the employee shall have the right to present written counterarguments to the person(s) responsible for the appraisal. The counterarguments will be attached to and filed with the signed performance appraisal form.
- E6.04** Upon request, the employee shall be provided with a copy of any written instructions given to the person conducting the appraisal.

ARTICLE E-7 – DISCIPLINE

- E7.01** The purpose of discipline is to maintain those standards of conduct and rules that are desirable or necessary in achieving the goals and objectives of the organization.
- E7.02** A disciplinary measure, in the form of an oral or written reprimand, suspension, financial penalty or termination shall be imposed on an employee for just cause.
- E7.03** The Employer agrees that, prior to imposing discipline, the Employer will undertake

an investigation, which includes meeting with the employee in order to provide the employee an opportunity to hear the issues or allegations. The Employer shall endeavor to obtain all other relevant information and shall interview other employees or any witnesses as appropriate. The employee shall have the opportunity to respond to the evidence or allegations from the investigation.

- E7.04** When safety or security concerns exist or when the employee's continued presence in the workplace could impede the conduct of the investigation, an employee may be suspended with pay pending conclusion of the investigation which action shall not be considered to constitute discipline within the meaning of this article.
- E7.05** The Employer shall advise the employee of the results of the investigation, and should the Employer determine that disciplinary action is warranted, shall so inform the employee. In the case of an oral reprimand, the employee shall be informed verbally. In the case of more severe discipline, the Employer shall provide the employee a written letter of discipline, at the time of the disciplinary action, stating the grounds on which a disciplinary measure is imposed. An employee's signature on the letter shall be considered to be an indication only that its contents have been read and shall not indicate concurrence with the statements contained on the form.
- E7.06** Employees have the right to representation during the investigation and disciplinary process.
- E7.07** The Employer agrees not to introduce as evidence in a grievance or adjudication hearing relating to disciplinary action any document concerning the conduct or performance of an employee the existence of which the employee was not aware at the time of filing a grievance or within a reasonable time thereafter.
- E7.08** Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period. This period will automatically be extended by the length of any single period of leave without pay in excess of six (6) months.

ARTICLE E-8 – PERSONNEL FILES

- E8.01** The personnel file of an employee will be made available electronically upon written request.
- E8.02** When a report pertaining to an employee's performance or conduct is placed on that employee's personnel file, the employee shall be given a copy of the report.

*ARTICLE E-9 – CAREER DEVELOPMENT AND TRAINING

- E9.01** Where, in the opinion of the Employer, the activities described in this article assist the Employer in achieving its goals and are likely to be of assistance in:
 - a. maintaining and enhancing the employee's professional expertise,
 - or
 - b. furthering the employee's career development an employee shall have the opportunity on occasion to attend conferences, seminars, conventions, training programs or courses offered by a recognized academic institution.
- E9.02** Participation in the activities described in paragraph E9.01 is subject to operational and budgetary considerations and should be equitably distributed among members of

the bargaining unit having regard to specific needs.

- *E9.03** An employee on occasion may be granted approval to participate in work exchanges and research projects related to the employee's field of expertise.
- E9.04** Where an employee's participation in a training program requires a significant financial investment on the part of the Employer, the Employer, the employee and the authorized representative of the Institute may enter into an agreement establishing the terms and conditions of the employee's participation including, where deemed necessary, an undertaking on the part of the employee to remain in the service of the Employer for a mutually agreed period of time. Any such agreement will be consistent with the terms of this collective agreement.
- E9.05** An employee participating in activities described in this article will be reimbursed reasonable expenses including registration fees, tuition and travel expenses.
- E9.06** An employee shall not be entitled to any compensation under Article C-3 (Overtime) or Article C-6 (Travel Time) for participation in activities described in this article unless such participation was directed by the Employer.

ARTICLE E-10 – PUBLICATIONS AND AUTHORSHIP

- E10.01** Given the mandate of the Canada Energy Regulator as an administrative tribunal, authorship of CER publications is not normally attributed to individual employees. However, it is recognized that an employee may prepare within the scope of employment an original article or a professional or technical paper for publication or presentation. The Employer will not unreasonably withhold permission for such publication or presentation.
- E10.02** When approval for publication is withheld, the author(s) shall be so informed in writing of the reasons, if requested by the employee.

*ARTICLE E-11 – EMPLOYMENT REFERENCES

- *E11.01** On application by an employee, the Employer shall provide references to the prospective employer of such employee indicating length of service, principal duties and responsibilities and performance of such duties.
- E11.02** The Employer shall secure the consent of an employee before replying to a formal request by a prospective employer outside the public service for information concerning the performance of the employee.

ARTICLE E-12 – TELEWORK

- E12.01** The Employer may, acting reasonably, grant an employee's written request to work at an alternate location. Details of the alternate work arrangement shall be agreed and recorded in writing by the Employer and the employee. The alternate work arrangement shall be consistent with the terms of this collective agreement.

ARTICLE E-13 – MATERNITY AND PARENTAL LEAVE AND ALLOWANCE

- E13.01** Maternity leave without pay:
 - b. An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination

date of pregnancy.

b. Notwithstanding paragraph (a):

- i. where the employee has not yet proceeded on maternity leave without pay and their newborn child is hospitalized, or
- ii. where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which their newborn child is hospitalized, the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of eighteen (18) weeks.

b. The extension described in paragraph (b) shall end no later than fifty-two (52) weeks after the termination date of pregnancy.

c. The Employer may require an employee to submit a medical certificate certifying pregnancy.

d. 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 the employee's pregnancy terminates;
 - ii. use their sick leave credits up to and beyond the date that their pregnancy terminates, subject to the provisions set out in Article D3 (Sick Leave). For purposes of this subparagraph, the terms "illness" or "injury" used in Article D3 (Sick Leave), shall include medical disability related to pregnancy.
- e. An employee shall inform the Employer in writing of their plans for taking leave with and without pay to cover their 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.
- f. 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.

E13.02 Maternity allowance

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

- i. has completed six (6) months of continuous employment before the commencement of their maternity leave without pay,
- iii. provides the Employer with proof that the employee has applied for and is in receipt of maternity benefits under the *Employment Insurance* or the *Québec Parental Insurance Plan* in respect of insurable employment with the Employer,

and

iv. has signed an agreement with the Employer stating that:

- A. the employee will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*, on the expiry date of their maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
- B. following their return to work, as described in Section (A), the employee will work for a period equal to the period the employee was in receipt of maternity allowance;
- C. should the employee fail to return to work in accordance with Section (A), or should the employee 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*, the employee will be indebted to the Employer for an amount determined as follows:

$$\begin{array}{rcl} \text{(allowance received)} & \times & \frac{\text{(remaining period to be worked} \\ & & \text{following their return to work)}}{\text{[Total period to be worked as} \\ & & \text{specified in (B)]}} \end{array}$$

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 the employee's new period of employment is sufficient to meet the obligations specified in Section (B).

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

and
 - ii. for each week that the employee receives a maternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, the employee is eligible to receive the difference between ninety-three percent (93%) of their weekly rate of pay and the recruitment and retention "terminable allowance" and the maternity benefit, less any

other monies earned during this period which may result in a decrease in the maternity benefit to which the employee would have been eligible if no extra monies had been earned during this period,

and

- iii. where an employee has received the full fifteen (15) weeks of maternity benefit under *Employment Insurance* and thereafter remains on maternity leave without pay, they are eligible to receive a further maternity allowance for a period of one (1) week, ninety three percent (93%) of their weekly rate of pay for each week (and the recruitment and retention “terminable allowance”, if applicable), less any other monies earned during this period.
- d. At the employee’s request, the payment referred to in subparagraph 13.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of *Employment Insurance* or *Québec Parental Insurance* maternity benefits.
- e. The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that they may be required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Québec.
- f. The weekly rate of pay referred to in paragraph (c) shall be:
 - i. for a full-time employee, the employee’s weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;
 - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee’s straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- g. The weekly rate of pay referred to in paragraph (f) shall be the rate and the recruitment and retention “terminable allowance” to which the employee is entitled for their substantive level to which they are appointed.
- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of 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 and the recruitment and retention “terminable allowance” 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 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.

E13.03 Special maternity allowance for totally disabled employees

- b. An employee who:

- i. fails to satisfy the eligibility requirement specified in subparagraph E13.02(a)(ii) solely because a concurrent entitlement to benefits under the *Disability Insurance (DI) Plan*, the *Long-Term Disability (LTD) Insurance portion of the Public service Management Insurance Plan (PSMIP)* or the *Government Employees Compensation Act* prevents the employee from receiving *Employment Insurance* or *Québec Parental Insurance* maternity benefits,
and
 - ii. has satisfied all of the other eligibility criteria specified in paragraph E13.02(a), other than those specified in Sections (A) and (B) of subparagraph E13.02(a)(iii),
 - iii. shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph E13.03(a)(i), the difference between ninety-three percent (93%) of the employee's weekly rate of pay and recruitment and retention "terminable allowance", and the gross amount of their 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 E13.02 for a combined period of no more than the number of weeks during which the employee would have been eligible for maternity benefits under the *Employment Insurance* or the *Québec Parental Insurance Plan* had the employee not been disqualified from *Employment Insurance* or *Québec Parental Insurance* maternity benefits for the reasons described in subparagraph E13.03(a)(i).

E13.04 Parental leave without pay:

- b. Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for either:
- i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option),
or
 - v. 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 week (52) period (standard option),
or
 - vi. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option), beginning on the day on which the child comes into the employee's care.

- c. Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in paragraphs (a) and (b) above may be taken in two (2) periods.
- d. Notwithstanding paragraphs (a) and (b):
 - i. where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
 - or
 - ii. where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period while their child is hospitalized,
 - iii. the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization while the employee was not on parental leave. However, the extension shall end not later than one-hundred and four (104) weeks after the day on which the child comes into the employee's care.
- e. An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks before the commencement date of such leave.
- f. The Employer may:
 - i. defer the commencement of parental leave without pay at the request of the employee;
 - ii. grant the employee parental leave without pay with less than four (4) weeks' notice;
 - iii. require an employee to submit a birth certificate or proof of adoption of the child.
- g. Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

E13.05 Parental allowance

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

- Option One (1): standard parental benefits, E13.05 paragraphs (c) to (k),
- or
- Option Two (2): extended parental benefits, E13.05 paragraphs (l) to (t).

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

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

Parental Allowance Administration

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

- 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 One (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 E13.04(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 percent (93%) of their weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) 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 Plan* or the *Québec Parental Insurance Plan*, the employee is eligible to receive the difference between ninety-three percent (93%) of their weekly rate (and the recruitment and retention "terminable allowance" if applicable) and the parental, adoption or paternity benefits, less any other monies earned during this period which may result in a decrease in their parental, adoption or paternity benefits to which they would have been eligible if no extra monies had been earned during this period;
 - iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit 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 *Québec Parental Insurance Plan* for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three percent (93%) of their weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for each week, less any other monies earned during this period;
 - iv. where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the *Québec Parental Insurance Plan* for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three percent (93%) of their weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for each week, less any other monies earned during this period;
 - v. where an employee has received the full thirty-five (35) weeks of parental benefit under the *Employment Insurance Plan* and thereafter remains on parental leave without pay, the employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three percent (93%) of their weekly rate of pay (and the recruitment and retention "terminable

allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in E13.02(c)(iii) for the same child.

- vi. where an employee has divided the full forty (40) weeks of parental benefits with another employee under the *Employment Insurance Plan* for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three percent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in E13.02(c)(iii) and E13.05(c)(v) for the same child;
- d. At the employee’s request, the payment referred to in subparagraph E13.05(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of *Employment Insurance Plan* parental benefits.
- e. The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that they are required to repay pursuant to the *Employment Insurance Act* or the *Act Respecting Parental Insurance* in Québec.
- f. The weekly rate of pay referred to in paragraph (c) shall be:
 - i. for a full-time employee, the employee’s weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee’s straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- g. The weekly rate of pay referred to in paragraph (f) shall be the rate (and the recruitment and retention “terminable allowance” if applicable) to which the employee is entitled for the substantive level to which they are appointed.
- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate (and the recruitment and retention “terminable allowance” if applicable), 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 Two (2) - Extended Parental Allowance:

- I. 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 E13.04(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 percent (55.8%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for the waiting period, less any other monies earned during this period;
 - vii. for each week the employee receives parental benefits under the *Employment Insurance*, they are eligible to receive the difference between fifty-five decimal eight percent (55.8%) of their weekly rate (and the recruitment and retention “terminable allowance” if applicable) and the parental benefits, less any other monies earned during this period which may result in a decrease in their parental benefits to which they would have been eligible if no extra monies had been earned during this period;
 - viii. 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, the employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight percent (55.8%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in E13.02(c)(iii) for the same child.
 - ix. 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 percent (55.8%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in E13.02(c)(iii) for the same child;
- b. At the employee’s request, the payment referred to in subparagraph E13.05(l)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of *Employment Insurance*.
- g. The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that they are required to repay pursuant to the *Employment Insurance Act*.
- h. 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;
 - x. 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.
- i. The weekly rate of pay referred to in paragraph (l) shall be the rate (and the recruitment and retention "terminable allowance" if applicable) to which the employee is entitled for the substantive level to which they are appointed.
 - j. 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 (and the recruitment and retention "terminable allowance" if applicable), the employee was being paid on that day.
 - k. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
 - l. Parental allowance payments made under the *SUB Plan* will neither reduce nor increase an employee's deferred remuneration or severance pay.
 - m. 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.

E13.06 Special parental allowance for totally disabled employees

- a. An employee who:
 - i. fails to satisfy the eligibility requirement specified in subparagraph E13.05(a)(ii) solely because a concurrent entitlement to benefits under the *Disability Insurance (DI) Plan*, the *Long-Term Disability (LTD) Insurance portion of the Public service Management Insurance Plan (PSMIP)* or via the *Government Employees Compensation Act prevents the employee from receiving Employment Insurance or Québec Parental Insurance* benefits,
 - and
 - xi. has satisfied all of the other eligibility criteria specified in paragraph E13.05(a), other than those specified in Sections (A) and (B) of subparagraph E13.05(a)(iii), shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph E13.06(a)(i), the difference between ninety-three percent (93%) of the employee's rate of pay and the recruitment and retention "terminable allowance", and the gross amount of their 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

E13.05 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance benefits for the reasons described in subparagraph E13.06(a)(i).

SECTION F – JOB SECURITY

ARTICLE F-1 – TECHNOLOGICAL CHANGE

F1.01 In this article “technological change” means:

- b. the introduction by the Employer of equipment or material of a different nature than that previously utilized,
and
- c. a change in the Employer’s operation directly related to the introduction of that equipment or material.

F1.02 The Employer shall provide as much advance notice to the Institute, as is practicable, of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of one (1) or more employees. The advance notice shall be given in writing.

F1.03 The written notice provided for in paragraph F1.02 will provide the following information:

- b. the nature and degree of change,
and
- c. the anticipated date or dates on which the Employer plans to effect change.

F1.04 The parties will consult as far as possible in advance of the introduction of technological change to find ways and means of maximizing the benefits of technological change on operations and minimizing any adverse effects on employees which might result from such changes. Consultation will occur at a joint consultation committee or through such other means as may be agreed to by the Institute and the Employer.

F1.05 The subject matter for consultation on technological change will include, but not be limited to, the following:

- a. the effects on employees and the impact on operations
- b. the effect the change may be expected to have on working conditions
- c. training and support,
and
- d. the communication plan.

F1.06 When, because of technological change, an employee requires new skills or knowledge in order to perform duties required by the Employer, the Employer will make every reasonable effort to provide the necessary training during the employee’s working hours and at no cost to the employee.

*ARTICLE F-2 – WORKFORCE ADJUSTMENT

Preamble

F2.01 It is the desire of the Employer to minimize the impact of workforce adjustment situations on indeterminate employees. It is, however, recognized that it is impracticable to guarantee the continuation of a specific position or job. The Employer will make every reasonable effort to deploy or find alternate work with the

Employer for employees affected by a workforce adjustment situation. Subject to operational requirements and the willingness and capacity of individual employees to accept retraining, the Employer will make every reasonable effort to reduce the work force through attrition. When this option is not available, the Employer will offer support, in the manner set out in this article, to those employees for whom no position can be made available.

Representation

- F2.02** Employees affected by a workforce adjustment situation have the right to be represented by the Institute throughout the process.
- F2.03** The Employer shall notify the Regional Representative of the Institute, as far in advance as possible, of workforce adjustment situations affecting employees in the bargaining unit, such notice to specify if positions will or will not be available for the employees so affected.

Identification of Employees Surplus to Requirements

- F2.04** Where the services of one (1) or more employees are no longer required by reason of a lack of work, the discontinuance of a function or the transfer of work or a function outside the Canada Energy Regulator, the Employer shall identify those employees occupying positions in the affected occupation(s) in the affected business unit(s) who are subject to lay off and may declare those employees to be surplus to requirements.

Notification to Employees

- F2.05** The Employer shall notify, in writing, those employees deemed to be surplus to requirements that their services will no longer be required, including information on the reasons for the decision, and identify the scheduled date of surplus.
- F2.06** Notification pursuant to paragraph F2.05 will be given as far in advance as possible, but no later than one-hundred twenty (120) days in advance of the scheduled date of surplus.
- F2.07** The Employer shall inform and counsel surplus employees as to their entitlements and options as early as possible following notification and shall continue to work with them throughout the process.

Job Offer or Deployment

- F2.08** Where practicable, the Employer will offer surplus employees:
- b. appointment to an available position with the Canada Energy Regulator for which they are qualified,
 - or
 - c. where no such position is available and subject to the conditions set out in paragraphs F2.12 to F2.15, an alternate position with the Canada Energy Regulator for which the employee is considered to be retrainable.
- F2.09** The Employer will make every effort to identify the position to be offered in accordance with sub-paragraph F2.08 (a) at the time that the employee is declared surplus, although it is recognized that there may be instances where an employee is guaranteed a reasonable job offer with the position being identified within a reasonable time after notification of surplus status.
- F2.10** Appointment of a surplus employee to an alternate position, with or without the

requirement for retraining, shall normally be at a level equivalent to that previously held by the employee but this does not preclude appointment to a lower level. If appointed to a position at a lower level, the employee shall be accorded salary protection pursuant to paragraph F2.48 of this article.

- F2.11** An employee who refuses a reasonable job offer made in accordance with paragraph F2.08 shall become subject to lay-off one (1) month after refusal or on the surplus date, whichever is later. Such employee will be entitled to severance pay in accordance with paragraph B5.02 of Article B-5 but will not be entitled to the options set out in paragraph F2.16.

Retraining

- F2.12** The offer of an alternate position in accordance with sub-paragraph F2.08 (b) shall be contingent on the ability of the employee to meet the essential requirements for and to substantially perform the work of the identified position within six (6) months from the date of deployment to such position or such longer period as may be mutually agreed.
- F2.13** The employee will be offered an appointment to the alternate position conditional on successful completion of retraining and a retraining plan shall be included in the letter of offer. The retraining plan shall specify the training time period cited in paragraph F2.12. During the period of training, the Employer will review the employee's progress on a periodic basis as specified in the training plan. Continuation of the training plan is subject to satisfactory progress being made by the employee.
- F2.14** Employees accepting such a conditional offer shall be declared qualified and appointed to the position on an indeterminate basis after having successfully completed the specified training.
- F2.15** Should the employee not be able to substantially perform the duties of the new position within the period identified in the training plan, the employee shall be laid off with one (1) month notice. Upon lay off, the employee shall be entitled to severance pay pursuant to paragraph B5.02 of Article B-5 and, where applicable, to a payment equivalent to the number of weeks of salary to which the employee would be entitled pursuant to paragraph F2.22 less the total number of weeks elapsed between the date of deployment to the new position and the date of lay-off up to a maximum of twenty-six (26) weeks of salary.

Options Where Job Offer or Deployment Not Available

- F2.16** Employees who are not in receipt of a job offer in accordance with paragraph F2.08 at the time of notification of surplus status shall have a ninety (90) day period, known as the "transition period", in which to consider and select one (1) of the following four (4) options:
- Option One (1):** Departure support if they offer to resign and, for the purposes of this article, be considered as immediately laid-off upon resignation.
- Option Two (2):** Educational support equivalent to the departure support and the career allowance as described in paragraph F2.24 for the employee to go on leave without pay for a maximum period of two (2) years in order to attend a learning institution.

Option Three (3): Subject to the conditions set out in paragraphs F2.27 to F2.32, substitution with another non-surplus employee who volunteers to resign and be considered as immediately laid off in place of the identified surplus employee.

Option Four (4): A twelve (12) month surplus priority period in which to secure a job offer or deployment within the Canada Energy Regulator or in other parts of the public service.

- F2.17** Employees failing to select an option within the ninety (90) day transition period will be deemed to have chosen Option Four (4). Employees cannot change options once having advised the Employer of their choice.
- F2.18** During the transition period, the employee will be expected to actively seek information about entitlements and obligations, to assess their own personal and career situation, to develop personal and career plans, to make a decision in respect to the options set out in paragraph F2.16 and to advise the Employer as to the option which they will select.
- F2.19** During the transition period, the employee may be required to complete work assignments, due regard being given to the employee's obligations pursuant to paragraph F2.18.
- F2.20** During the transition period, the Employer will designate a Human Resources Advisor to be a resource and consistent contact for the employee for the purpose of providing information and assistance throughout the process.
- *F2.21** During the transition period, surplus employees will have access to up to one thousand dollars two hundred (\$1,200) for financial and career counseling, including professional advisory services in determining job market opportunities, the identification of opportunities to enhance occupational knowledge and skills related to the employee's qualifications, the identification of entrepreneurial venture opportunities and the development of an entrepreneurial business plan.

Option One (1): Departure Support

- F2.22** Employees selecting Option One (1) will, upon being laid off, become entitled to a departure support payment based upon the employee's continuous years of service in the public service as calculated in the table set out in paragraph F2.52.
- F2.23** Employees selecting Option One (1) will also be entitled to severance pay pursuant to paragraph B5.02.
- *F2.24** In the two (2) year period immediately following lay-off, employees selecting Option One (1) will also be entitled to a career allowance, in an amount not exceeding seventeen thousand dollars (\$17,000), for reimbursement of receipted expenses for tuition, books and mandatory equipment associated with enrolment in a learning institution or for financial, legal or other professional or technical advisory services related to entrepreneurial ventures.
- F2.25** An employee selecting Option One (1) will relinquish priority rights for reappointment in the public service upon acceptance of resignation by the Employer.
- F2.26** Employees who receive a reasonable job offer with the Canada Energy Regulator or who accept employment in any other part of the federal public service, at any time before they accept Option One (1), shall become ineligible for the departure support payment or the career allowance.

Option Two (2): Educational Support

- F2.27** Employees selecting Option Two (2) Educational Support will be entitled to the departure support payment and the career allowance specified in paragraph F2.24. The career allowance must be used only for educational purposes.
- F2.28** Employees selecting Option Two (2) will be placed on leave without pay for a maximum period of two (2) years in order to attend a learning institution.
- F2.29** The departure support may be paid in one (1) or two (2) lump sum amounts over a maximum two (2) year period.
- F2.30** The employee may continue to be a member of the public service benefit plans and contribute both the Employer and employee share to the benefit plans and the Public Service *Superannuation Plan*.
- F2.31** At the end of the two (2) year leave without pay period, the employee will be laid off and be paid severance pay pursuant to paragraph B5.02 unless the employee has found alternate employment in the public service.
- F2.32** The Employer will determine the departure date for the employee choosing this option.
- F2.33** Employees who fail to provide proof of enrolment at a learning institution within twelve (12) months after starting their leave without pay period will be deemed to have resigned from the public service and will be paid severance pay pursuant to paragraph B5.02.

Option Three (3): Substitution

- F2.34** Where feasible, the Employer will consider the substitution of a non-surplus employee who volunteers to resign and be immediately laid off in place of an identified surplus employee. Where a surplus employee indicates an interest in substitution, the Employer will assist the surplus employee to identify substitution opportunities.
- F2.35** Substitution would normally be between employees at the same level but this does not preclude substitution with a volunteering employee at a lower level. The surplus employee must meet the requirements of the volunteering employee's position including the competency requirements and, where applicable, the language requirements and have the ability to perform the required duties satisfactorily.
- F2.36** The substitution must occur on a given date at which time the volunteering employee will be struck off strength.
- F2.37** Upon resignation, the volunteering employee will become entitled to either Option One (1) or Option Two (2) and severance pay pursuant to paragraph B5.02 of Article B-5.
- F2.38** In respect of substitution under this article, no provision shall be made for a "domino effect" or for "future considerations".
- F2.39** For the purpose of clarity, substitution can only occur if the employee can be deployed without retraining except for a reasonable period of orientation and the substitution results in a net reduction in the number of employees.

Option Four (4): Surplus Priority Period

- F2.40** The surplus priority period is the twelve (12) month period immediately following the scheduled date of surplus identified in the notification issued pursuant to paragraph

F2.05. During the surplus priority period, the employee will remain an employee of the Canada Energy Regulator until the earlier of appointment to a position in the public service, resignation or the expiration of the surplus priority period. However, the employee choosing this option will not be required to report to the work place after the scheduled date of surplus or such earlier date as may be agreed between the employee and the Employer.

- F2.41** During the surplus priority period, the employee is expected to be actively seeking employment within or outside the public service. The employee will be accorded a full opportunity to be considered for positions within the public service and the Employer shall reimburse reasonable expenses incurred to attend interviews in this respect.
- F2.42** Should the employee be successful in obtaining employment in the public service, the obligations of the Employer, including the payment of salary, cease as of the effective date of appointment except that relocation costs will be borne by the Employer consistent with its Relocation Policy.
- F2.43** Employees who decline a reasonable offer of a job in the public service shall be laid off one (1) month following the declination of the job offer with entitlement to severance pay pursuant to paragraph B5.02 of Article B-5 but without entitlement to the options set out in paragraphs F2.22, F2.27 or F2.34.
- F2.44** For the purposes of paragraph F2.43, a reasonable job offer is an offer of indeterminate employment either:
- b. with the Employer, normally at an equivalent level but not precluding a lower level with salary protection pursuant to paragraph F2.48 of this article,
 - or
 - c. within the federal public service in the province of Alberta where the maximum of the salary range of the new position is no less than the employee's current salary on the date of the offer and all benefits including recognition of years of service for the definition of continuous service and accrual of benefits including sick leave credits, severance pay and accumulated vacation leave credits are transferred to that Employer.
- F2.45** Should the employee be successful in obtaining employment outside the public service, the employee shall resign effective on the business day immediately prior to the commencement of new employment by the employee. The obligations of the Employer, including the payment of salary, shall cease upon resignation except that the employee shall be entitled to severance pay pursuant to paragraph B5.02 of Article B-5. Employees who fail to advise the Employer of the commencement of new employment will be liable for repayment of salary and associated expenses borne by the Employer during any period of the new employment.
- F2.46** During the surplus priority period, the employee remains under the obligations set out in the Code of Conduct, including conflict of interest guidelines.
- F2.47** Employees remaining on strength will be laid off at the expiration of the surplus priority period and be paid severance pay pursuant to paragraph B5.02 of Article B-5.

Salary Protection

- F2.48** Employees appointed to a lower-level position under this article shall have their salary protected. Employees will continue to enjoy salary protection until such time as they are appointed or deployed to a position with a maximum rate of pay that is equal to or

higher than the maximum rate of pay of the position from which they were declared surplus.

Transfer of Work or Functions Outside the Public service

- F2.49** In the event of a transfer of work or a function to an organization outside the public service, employees who transfer with the work or function and accept employment with the new organization where:
- a. their salary will be greater than eighty-five percent (85%) of their salary with the Employer,
and
 - b. the new organization has a defined benefits pension plan,
and
 - c. the new organization provides coverage in each area of the following core benefits: health benefits, long-term disability insurance, and dental plan,
 - d. will not be entitled to the departure support payment, or the career allowance specified in paragraphs F2.23 and F2.25 but will be entitled to a sum equivalent to thirteen (13) weeks' pay in addition to severance pay pursuant to paragraph B5.02.
- F2.50** In situations where the employee's salary with the new organization will be less than the employee's current salary with the Canada Energy Regulator, the employee will be paid a top-up lump sum payment equivalent to the difference between their weekly salary with the Employer at the time of transfer and their weekly salary with the new organization multiplied by seventy-eight (78) weeks.

Grievance Procedure

- F2.51** Grievances arising out of the interpretation or application of this article will be presented at the final level only.

Departure Support Payments

- F2.52** Departure support payments are based upon the employee's continuous years of service in the public service as follows:

Years Of Service	Departure Support Payment in weeks of salary	Years of Service	Departure Support Payment in weeks of salary	Years of Service	Departure Support Payment in weeks of salary	Years of Service	Departure Support Payment in weeks of salary
0	10						
1	22	12	44	23	52	34	37
2	24	13	46	24	52	35	34
3	26	14	48	25	52	36	31
4	28	15	50	26	52	37	28
5	30	16	52	27	52	38	25
6	32	17	52	28	52	39	22
7	34	18	52	29	52	40	19
8	36	19	52	30	49	41	16
9	38	20	52	31	46	42	13
10	40	21	52	32	43	43	10
11	42	22	52	33	40	44	7
						45	4

SECTION G – PART-TIME EMPLOYEES

***ARTICLE G-1 – PART-TIME EMPLOYEES**

Definition

- G1.01** “Part-time employee” means a person whose normal scheduled hours of work are less than thirty-seven decimal five (37.5) hours per week but not less than twelve decimal five (12.5) hours per week.

Hours of Work

- G1.02** Upon the written request of the part-time employee, a part-time employee's normal scheduled hours of work may be greater than seven decimal five (7.5) but no more than ten (10) hours in a day.
- G1.03** Part-time employees shall be paid at a straight-time rate in the following circumstances:
- a. For employees who regularly work less than seven decimal five (7.5) hours in a day, all work performed up to seven decimal five (7.5) hours in a day and up to thirty-seven decimal five (37.5) hours in a week.
 - b. For employees who regularly work more than seven decimal five (7.5) hours in a day, all work performed up to their regularly scheduled hours of work and for all hours worked up to thirty-seven decimal five (37.5) hours in a week.

Banked Time

- G1.04** Part-time employees may accumulate and use banked time credits in accordance with Article C-2 except that the provisions of paragraph C2.03 do not apply in respect of part-time employees.

Overtime

- G1.05** Part-time employees who work hours in excess of those stipulated under G1.03 shall be entitled to overtime pursuant to Article C-3 except that, in respect of work on a day of rest, paragraph C3.05 applies only in a week when a part-time employee has worked a minimum of thirty-seven decimal five (37.5) hours in the week.
- G1.06** Subject to paragraph G1.05, a parttime employee who is required to work overtime shall be paid overtime as specified by Article C-3.

Designated Holidays

- *G1.07** A part-time employee shall not be paid for the designated paid holidays but shall instead be paid a premium of four decimal nine eight percent (4.98%) for all straight-time hours worked.

Leave General

- G1.08** Leave will only be provided during those periods in which employees are scheduled to perform their duties.

Pro-rating of Benefits

- G1.09** Part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal scheduled weekly hours of work compared with the normal weekly hours of work of full-time employees unless otherwise specified in this Agreement.

Vacation Leave

- G1.10** For each calendar month in which a part-time employee receives pay for at least twice the number of hours in the employee's normal work week, such employee shall earn vacation leave credits at the rate established in Article D-2 (Vacation Leave) prorated based on the percentage of the employee's normal work week to that of a full-time employee.

Sick Leave

- G1.11** For each calendar month in which a part-time employee has received pay for at least twice the number of hours in the employee's normal work week, such employee shall earn sick leave credits at the rate of one-quarter (0.25) of the number of hours in that employee's normal work week.

Vacation and Sick Leave Administration

- G1.12** In the application of paragraphs G1.10 and G1.11, where an employee does not work the same number of hours each week, the normal week shall be the weekly average of straight time hours worked calculated on a monthly basis.
- G1.13** An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

Bereavement Leave

- G1.14** In the application of Article D-7 (Bereavement Leave), there shall be no prorating of the number of days specified therein.

Severance Pay

- G1.15** Notwithstanding the provisions of Article B-5 (Severance Pay), where the period of continuous employment in respect of which a severance benefit is to be paid consists of both full and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the employee's substantive position on the date of termination to produce the severance pay benefit.

SECTION H – LABOUR RELATIONS

ARTICLE H-1 – INSTITUTE REPRESENTATIVES

- H1.01** The Employer acknowledges the right of the Institute to appoint employees as representatives to act on behalf of the Institute for purposes of representing individual employee and bargaining unit concerns.
- H1.02** The Institute shall notify the Employer in writing of the names and jurisdiction of its representatives.
- H1.03**
- a. A representative shall obtain the permission of the immediate supervisor before leaving work to investigate employee complaints of an urgent nature, to meet with management for the purpose of dealing with grievances, and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to the supervisor when resuming normal duties.
 - b. Where practicable, when management requests the presence of a representative at a meeting, such request will be communicated to the representative's supervisor.
 - c. A representative shall not suffer any loss of pay when permitted to leave work pursuant to this paragraph.

ARTICLE H-2 – MEMBERSHIP INFORMATION

- H2.01** The Employer agrees to provide each employee with an electronic copy of this Agreement and any amendments thereto.
- H2.02** The Employer shall ensure that employees have access to all policies and authorities which establish terms and conditions of employment applicable to the bargaining unit.
- H2.03** The Employer agrees to supply the Institute on a quarterly basis with a list of all employees in the bargaining unit. The list shall:
- a. include the name, classification and business unit of each employee;
 - b. identify employees who have entered the bargaining unit, left the bargaining unit or commenced leave without pay for a period greater than three (3) months;
 - c. identify those employees who have temporarily left the bargaining unit.

ARTICLE H-3 – USE OF EMPLOYER FACILITIES

- H3.01** The Employer recognizes the mutual benefits of providing the Institute reasonable access to its facilities and, on request, may permit:
- a. an accredited representative access to the Employer's premises,
 - b. use of meeting rooms when available,
 - c. use of bulletin board space and electronic communication systems,
and
 - d. storage of Institute files and literature.

Such permission shall not be unreasonably withheld.

- H3.02** The Employer reserves the right to withdraw access to its facilities as it deems

reasonable and necessary.

ARTICLE H-4 – JOINT CONSULTATION

- H4.01** The parties acknowledge the mutual benefits to be derived from joint consultation and will consult on matters of common interest including, wherever possible, contemplated changes in conditions of employment or working conditions not governed by this Agreement.
- H4.02** Consultation committees are prohibited from agreeing to items which would alter any provision of this Agreement.
- H4.03** Consultation committees shall be composed of mutually agreeable numbers of employee and Employer representatives. Committee meetings shall normally be held during working hours.
- H4.04** Employees attending Consultation Committee meetings shall be protected against any loss of normal pay by reason of their attendance.

*ARTICLE H-5 – DISPUTE RESOLUTION – GRIEVANCE PROCEDURE

Preamble

1. The Employer and the Institute share a desire to resolve disputes or disagreements wherever possible through co-operative processes characterized by prompt and open discussion and creative problem-solving. These processes include informal discussions between employees and their supervisors and between the Institute and the Employer.
2. The Employer and the Institute urge employees to attempt to resolve issues and concerns as early as possible and to use the remedy process most appropriate to their problem. The parties are committed to establishing an environment in the workplace where use of problem-solving processes is viewed as an essential element of due process and effective human resource management.
3. The Employer recognizes that employees have a right to present a grievance or to use other appropriate problem-solving processes and shall not seek by intimidation or threat to cause an employee to abandon a grievance or to refrain from exercising their rights.

Employee-Supervisor Meeting

- H5.01** The parties encourage informal discussion between employees and their supervisors to resolve problems without recourse to a formal grievance. The parties may, where appropriate and requested, provide assistance to help facilitate a resolution of the problem acceptable to employees and their supervisors. While discussion must begin within the time limit prescribed in paragraph H5.08, it is agreed that the period required to conduct discussions shall not count as elapsed time for the purpose of grievance time limits.

Grievance Procedure

- H5.02** a. Subject to and as provided in Section 208 of the *Federal Public Sector Labour Relations Act*, an employee who feels treated unjustly or aggrieved by an action or lack of action by the Employer is entitled to present a grievance in the manner prescribed in this article, except where another administrative

procedure for redress is provided by or under any Act of Parliament, such procedure must be followed in lieu of presenting a grievance.

- b. Where the grievance relates to the interpretation or application of this Agreement or an arbitral award, the employee is not entitled to present the grievance unless the employee has the approval of and is represented by the Institute.

***H5.03** There shall be two (2) levels in the grievance procedure. These levels shall be as follows:

- a. First (1st) Level: Responsible Vice-President
 - i. The purpose of this level is to provide disclosure of all information relating to the problem or disagreement to facilitate open discussions and the exploration of a voluntary resolution acceptable to all parties to the grievance. Where agreed by the parties, problem-solving options such as an external mediator may be used.
 - ii. A written reply with reasons shall be provided.
- b. Final Level: Chief Executive Officer or an authorized Executive Vice-President.
 - i. The purpose of the final level is to provide the Chief Executive Officer or the authorized Executive Vice-President the opportunity to hear representations from the Institute and a representative of the Employer regarding the matter in dispute. A reply will be based on the information presented by the parties.
 - ii. A final level written reply shall include the reasons for the decision.

H5.04 Where it appears that the nature of the grievance is such that a decision cannot be given below the final level, the first (1st) level may be eliminated by agreement of the Employer and the employee, and, where applicable, the Institute. Where the Employer terminates an employee, the grievance shall be presented at the final level only.

Filing a Grievance

- H5.05**
- a. An employee who wishes to present a grievance to the first (1st) level of the grievance procedure shall transmit the grievance to the immediate supervisor who shall forthwith provide the employee with a receipt stating the date on which the grievance was received and submit the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level.
 - b. A grievance of an employee shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.

Representation

H5.06 If an employee so desires, the employee may be assisted and/or represented by the Institute when using the grievance procedure described in this article.

H5.07 Where an employee has been represented by the Institute in the presentation of a grievance, the Employer will provide the representative of the Institute with a copy of the Employer's reply at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

Time Limits

- H5.08** An employee may present a grievance in the manner prescribed in paragraph H5.05 not later than thirty (30) calendar days after the date on which the employee is notified orally or in writing or on which the employee first becomes aware of the action or circumstances giving rise to the grievance.
- H5.09** An employee may present a grievance at the final level of the grievance procedure within thirty (30) calendar days after the reply at the first (1st) level has been conveyed in writing to the employee.
- H5.10** The Employer shall normally reply to an employee's grievance at either the first (1st) level or the final level of the grievance procedure within thirty (30) calendar days of the submission or transmission of the grievance.
- H5.11**
- a. Where the provisions of paragraph H5.05 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 Canada Energy Regulator headquarters.
 - b. Similarly, the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present the grievance at the final level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.
- H5.12** The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Institute representative.

Abandonment/Withdrawal of a Grievance

- H5.13** Any employee who fails to present a grievance to the final level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond the employee's control, the employee was unable to comply with the prescribed time limits.
- *H5.14** An employee may by written notice to the employee's immediate supervisor withdraw a grievance at any level of the grievance procedure.

Non-Adjudicable Grievances

- H5.15** Where a grievance has been presented up to and including the final level in the grievance process, and the grievance is not one that may be referred to adjudication, the decision on the grievance taken at the final level in the grievance process is final and binding and no further action may be taken under the *Federal Public Sector Labour Relations Act*.

Adjudication

- H5.16** Where an employee has presented a grievance up to the final level in the grievance procedure with respect to:
- a. the interpretation or application in respect of the employee of a provision of this Agreement or related arbitral award,
 - or

- b. disciplinary action resulting in termination of employment, suspension or a financial penalty,

and

- c. the grievance has not been dealt with to the employee's satisfaction, the employee may refer the grievance to adjudication in accordance with the provisions of the *Federal Public Sector Labour Relations Act* and Regulations.

H5.17 An employee is not entitled to refer to adjudication a grievance relating to the interpretation or application in respect of the employee of a provision of this Agreement or an arbitral award unless the Institute signifies in the prescribed manner its approval of the reference of the grievance to adjudication and its willingness to represent the employee in the adjudication proceedings.

Arbitration

H5.18 In the case of a grievance relating to termination of employment or demotion pursuant to paragraph 12(2)(d) of the *Financial Administration Act*, an employee, or the Institute acting on the employee's behalf, may by written notice given to the Employer no later than sixty (60) calendar days after the earlier of

- a. the day on which the employee receives a reply at the final level,
or
- b. the last day on which the Employer is required to reply to a grievance at the final level,
- c. refer the dispute for final and binding determination to a mutually agreed arbitrator in accordance with the provisions of paragraph H5.19. If the parties cannot agree to a mutually acceptable arbitrator, the parties will seek a recommendation for an arbitrator from the Chairperson of the Federal Public Sector Labour Relations and Employment Board. Where no written notice is given to the Employer within the time limits prescribed in this paragraph, a dispute may not be referred for arbitration.

H5.19

- a. The arbitrator shall convene a hearing to consider the oral submissions of the parties and may receive written submissions as required.
- b. Where the arbitrator considers reinstatement of an employee, the arbitrator shall hear and give due consideration to representations from the parties concerning the merits of reinstatement.
- c. Subject to sub-paragraph (b), the arbitrator shall have the same authority and powers as a person appointed to hear and adjudicate on grievances under the *Federal Public Sector Labour Relations Act*.
- d. The fees and expenses of the arbitrator shall be borne equally by the Employer and the employee. Where the employee is represented by the Institute, the Institute shall be responsible for the employee's share of such fees and expenses.

ARTICLE H-6 – LEAVE FOR LABOUR RELATIONS

H6.01 The Employer will grant leave with pay to an employee called as a witness by any board or panel established pursuant to the *Federal Public Sector Labour Relations Act* in relation to any process related to collective bargaining or the resolution of

disputes related to collective bargaining.

H6.02 Where operational requirements permit, the Employer will grant leave with pay:

- a. To an employee who presents a grievance and an employee who is representing an employee in a matter under grievance for the purpose of:
 - i. Meeting to discuss the grievance.
 - ii. Meeting with the Employer in connection with the grievance.
- b. To an employee who is party to an adjudication or who is called as a witness at adjudication.
- c. To an employee who is party to a complaint made pursuant to Section 190 of the *Federal Public Sector Labour Relations Act* or who is called as a witness in any hearing established to examine and inquire into a complaint.
- d. To an employee who is called as a witness by the Institute before any board or panel established pursuant to the *Federal Public Sector Labour Relations Act* in relation to any process related to certification, collective bargaining or the resolution of disputes related to collective bargaining.
- e. To an employee acting as an Institute representative to attend meetings with management or training sessions concerning Employer-employee relations sponsored by the Employer.

H6.03 Where operational requirements permit, the Employer will grant leave without pay:

- a. To employees acting as Institute representatives in collective bargaining to attend meetings related or preparatory to bargaining
- b. To employees who are called as a witness in proceedings related to an application for certification
- c. To employees attending meetings and conventions conducted under the constitution and by-laws of the Institute
- d. To employees attending training sessions, sponsored by the Institute, related to their duties as Institute representatives.

SECTION I – DURATION OF AGREEMENT

ARTICLE I-1 – DURATION OF AGREEMENT

- 11.01** The duration of this Agreement shall be from November 1, 2022 to October 31, 2026.
- 11.02** Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is signed.
- 11.03** This Agreement may be amended, or any provision waived only by mutual consent. If either party wishes to amend or vary this Agreement, it shall give notice to the other party and the parties shall meet and discuss such proposal not later than one (1) calendar month after receipt of such notice, or after such longer period as the parties may agree. Where mutual consent is not given to amend or waive a provision, the existing provision of the Agreement continues to apply.

Signed at Calgary, Alberta this Friday, May 17, 2024

For: The Canada Energy Regulator

For: The Professional Institute of the Public
Service of Canada

Tracy Sletto
Chief Executive Officer

Eva Henshaw
A/President

Jasjit Dhillon
A/Chief Human Resources Officer &
Vice President, People and Workforce Supports

Rick Cuzzetto
Group President

Anastassia Manuilova
Negotiating Team Member

Anne-Marie Erickson
Negotiating Team Member

Paula Futoransky
Negotiating Team Member

Sam Sele
Negotiating Team Member

Laurel Sherret
Negotiating Team Member

Luc M. Rainville
Negotiating Team Member

Carrie Foden
Negotiating Team Member

David Real
Negotiating Team Member

Philippe Marquis
Negotiating Team Member

SECTION J – APPENDICES

***APPENDIX A – MARKET ALLOWANCE**

Effective on January 1, 2024

Preamble

In an effort to reduce retention and recruitment problems the Employer will provide a Market Allowance to all NEB 08 to 12 employees and Directors in the following job families: Economics & Financial Analysts, Environmental, Socio-Economic and Lands, Market Analysts, Safety & Engineering, and Supply Analysts.

Market Allowance

All eligible employees shall be entitled to a Market Allowance in accordance with their substantive level based on the following:

NEB Level	Annual Market Allowance
12	\$17,000
11	\$12,000
10	\$8,000
09	\$5,000
08	\$5,000

Application

All eligible employees shall receive the Market Allowance in a single payment each year, subject to the following conditions:

1. The Market Allowance shall be prorated based on each month for which employees are both actively employed and paid by the Employer. Active employment shall be deemed to occur when an employee is paid by the Employer for at least ten (10) days in any given month. Employees must be actively employed on the following two (2) eligibility dates to qualify for the Market Allowance: December 31st and June 30th. Employees who are on leave with or without pay for longer than three (3) months shall no longer be deemed to be actively at work.
4. Part-time employees shall be entitled to a Market Allowance in the same proportion as their normal scheduled weekly hours of work as compared with the normal weekly hours of work of full-time employees.
5. Employees who have had their positions reclassified shall receive the Market Allowance applicable to their new classification, as of the effective date of the reclassification, notwithstanding the provisions of B4.03 and F2.48.
6. An Employee who is working in a position that is eligible for the Market Allowance as of the date of this collective agreement and who is subsequently seconded temporarily to a position that is not eligible for the Market Allowance shall continue to receive their Market Allowance.

7. Employees must be employed on the scheduled payment days to be eligible for the Market Allowance payment on those days.
8. The Market Allowance is subject to statutory deductions.
9. The payment of the Market Allowance will be prorated for those employees who have been performing in a job family identified above for that part of the payment period these duties were being performed.
10. The Market Allowance specified above does not form part of salary.
11. The Market Allowance is pensionable.

Expiration

This Appendix shall expire at the same time as these Terms and Conditions of Employment on October 31, 2026.

Signed at Calgary, Alberta this Friday, May 17, 2024.

For: The Canada Energy Regulator

For: The Professional Institute of the Public
Service of Canada

Tracy Sletto
Chief Executive Officer

Eva Henshaw
A/President

Jasjit Dhillon
A/Chief Human Resources Officer &
Vice President, People and Workforce Supports

Rick Cuzzetto
Group President

*APPENDIX B – PERFORMANCE PAY PLAN

Letter of Understanding between the Canada Energy Regulator (hereinafter called “the Employer”) and the Professional Institute of the Public Service of Canada in respect of a Performance Pay Plan.





Effective on April 1, 2024

Preamble

In an effort to reduce retention and recruitment problems, the Employer has established a Performance Pay Plan for which all employees are eligible.

Performance Pay

All employees shall be eligible for Performance Pay based on the following table provided they achieve a performance rating of Performing or higher:

Level	Individual	Corporate Performance			
					
12	\$5,405	\$6,230	\$5,420	\$4,550	\$3,740
11	\$4,508	\$4,740	\$4,130	\$3,460	\$2,850
10	\$3,257	\$3,460	\$3,010	\$2,530	\$2,090
9	\$2,021	\$2,310	\$2,010	\$1,690	\$1,390
8	\$1,557	\$1,320	\$1,160	\$970	\$800
7	\$1,223	\$1,170	\$1,020	\$860	\$710
6	\$1,092	\$1,040	\$900	\$760	\$630
5	\$961	\$920	\$810	\$680	\$560
4	\$857	\$820	\$720	\$610	\$490
3	\$763	\$730	\$640	\$540	\$440
2	\$679	\$650	\$570	\$470	\$390
1	\$606	\$580	\$500	\$420	\$350

Application

All Canada Energy Regulator employees shall be eligible to receive Performance Pay based on the fiscal year of employment, subject to the following conditions:

1. The Performance Pay for which employees are eligible shall be prorated based on each month for which employees are both actively employed and paid by the Employer. Active employment shall be deemed to occur when an employee is paid for at least ten (10) days in any given month. Employees who are on leave with pay for longer than three (3) months shall no longer be deemed to be actively at work. Employees who are on a leave without pay are not considered actively at work.

2. New employees hired on or before December 1st in any fiscal year shall be eligible for prorated Performance Pay. Employees hired after December 1st each year shall not be eligible for performance pay in respect of that fiscal year.
3. Part-time employees shall be eligible for Performance Pay in the same proportion as their normal scheduled weekly hours of work as compared with the normal weekly hours of work of full-time employees. Employees on Pre-Retirement Transition Leave are not considered Part-time for the purposes of this provision.
4. Employees who have had their positions reclassified or who have been moved to another level shall receive the Performance Pay applicable to their new classification, as of the effective date of the reclassification, notwithstanding the provisions of paragraph B4.03 of Article B-4 of the collective agreement.
5. Employees who are acting in a higher-level position for a period of four (4) months or more shall receive prorated performance pay at the higher level for the duration of the acting assignment.
6. Performance Pay shall at all times be paid based on complete months. For purposes of this Letter of Understanding, in circumstances where an Employee's classification changes mid-month (e.g., acting, reclassification, promotion, etc.), the Employee shall be deemed to have commenced work in the new classification on the first (1st) day of that month provided the Employee spent at least half of the month working in the new classification. Otherwise, the Employee will be deemed to have started in the new classification on the first (1st) day of the following month.
7. Employees temporarily seconded internally with the Employer shall not experience a reduction in Performance Pay as a result of such secondment.
8. Employees must be employed (actively or inactively) on March 31st of any given year, to be eligible to receive Performance Pay for that fiscal year.
9. Performance Pay is subject to statutory deductions.
10. The Performance Pay specified above does not form part of salary.
11. Performance Pay is pensionable.
12. Performance appraisals will be based on the fiscal year.
13. Employee's appraisals shall be based on an employee's performance throughout the fiscal year.
14. An Employee's performance rating may form the subject of an individual grievance but, in accordance with Section 214 of the *Federal Public Sector Labour Relations Act*, the decision of the Employer at the final level in the grievance process is final and binding and no further action may be taken on it under *the Federal Public Sector Labour Relations Act*.
15. The Employer reserves absolute discretion to determine the extent to which corporate performance objectives have been met.

Expiration

This Letter of Understanding will expire with the collective agreement on October 31, 2026, subject to the obligations and conditions that are necessary to complete the Performance Pay Plan for the previous fiscal year.

It is recognized that the parties have entered into this Letter of Understanding in consideration of the extraordinary circumstances related to recruitment and retention and have done so without prejudice. Neither party may rely on this Letter of Understanding as support for any position it may adopt at arbitration.

Signed at Calgary, Alberta this Friday, May 17, 2024.

For: The Canada Energy Regulator

Tracy Sletto
Chief Executive Officer

Jasjit Dhillon
A/Chief Human Resources Officer &
Vice President, People and Workforce Supports

For: The Professional Institute of the Public
Service of Canada

Eva Henshaw
A/President

Rick Cuzzetto
Group President

APPENDIX C – RELOCATION

Letter of Understanding between the Canada Energy Regulator (hereinafter called “the Employer”) and the Professional Institute of the Public Service of Canada.

Whereas the Employer is faced with various recruitment issues as a result of the Alberta labour market;

And Whereas the Employer requires certain flexibility in order to attract new hires from outside the Federal Public service;

Therefore the parties agree to the following:

1. Notwithstanding Article B-6, nothing precludes the Employer from providing for travel and relocation benefits over and above those provided under the *National Joint Council Directives*.
12. Such exception to the *National Joint Council Directives* shall apply only to new hires from outside the Federal Public service and shall be at the discretion of the Employer.

Signed at Calgary, Alberta this Friday, May 17, 2024

For: The Canada Energy Regulator

For: The Professional Institute of the Public
Service of Canada

Tracy Sletto
Chief Executive Officer

Eva Henshaw
A/President

Jasjit Dhillon
Chief Human Resources Officer &
Vice President, People and Workforce Supports

Rick Cuzzetto
Group President

APPENDIX D – 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 Professional Institute of the Public Service of Canada for the elimination of severance pay for voluntary separations (resignation and retirement) on December 19, 2013. These historical provisions are being reproduced to reflect the agreed language in cases of deferred payment.

ARTICLE B-5 – SEVERANCE PAY

Effective November 1, 2013, paragraphs B5.03 and B5.04 are deleted from the collective agreement.

B5.01 Under the circumstances set out in this article and subject to paragraph B5.07 and B5.08, an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay for the employee's substantive position.

Lay-off

- B5.02**
- a. On the first (1st) lay-off, 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).
 - c. On the second (2nd) or subsequent lay-off, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three-hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under subparagraph (a) above.

Resignation

B5.03 Subject to paragraph B5.04, on resignation an employee with ten (10) or more years of continuous employment shall receive one-half (0.5) 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

B5.04 On retirement, an employee who is entitled to an immediate annuity or to an immediate annual allowance under the *Public service Superannuation Act* shall receive 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 sixtyfive (365), to a maximum of thirty (30) week's pay.

Death

B5.05 If an employee dies, there shall be paid to the employee's estate a severance payment 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 sixtyfive (365), to a maximum of thirty (30) week's pay, regardless of any other benefit payable.

Termination for Incapacity

B5.06 An employee who has completed more than one (1) year of continuous employment and who is terminated by reason of incapacity shall receive one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

Limitations

B5.07 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 by the public service, a federal crown corporation, the Canadian Forces or the Royal Canadian Mounted Police. Under no circumstances shall the maximum severance pay provided under this article be pyramided.

For greater certainty, payments made pursuant to Articles B5.10-B5.12 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this provision.

B5.08 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in the employee's certificate of appointment, immediately prior to the termination of their employment.

B5.09

- a. An employee who resigns to accept an appointment with an organization listed in Schedule I, IV or V of the *Financial Administration Act* shall be paid all severance payments resulting from the application of B5.03 (prior to November 1, 2013) or B5.10 to B5.12 (commencing on November 1, 2013).
- b. In situations where an employee is appointed into a position in the bargaining unit from a position outside the bargaining unit where, at the date of appointment, the employee had accrued entitlements similar to those in B5.10 with a previous employer in the public service, there shall be no entitlement to carry over such accrued benefits or to receive any payment whatsoever.

***APPENDIX E –IMPLEMENTATION OF THE COLLECTIVE AGREEMENT**

Memorandum of Understanding with Respect to the implementation of the collective agreement between the Canada Energy Regulator (hereinafter called “the Employer”) and the Professional Institute of the Public Service of Canada (hereinafter called “the Institute”).

1. The effective dates for economic increases will be specified in the collective agreement. Other provisions of the collective agreement will be effective as follows:
 - a. All components of the agreement unrelated to pay administration will come into force on signature of this agreement unless otherwise expressly stipulated.
 - b. Changes to existing and new compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one hundred and eighty days (180) after signature of agreement, on the date at which prospective elements of compensation increases will be implemented under 2a.
 - c. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid as per the previous provisions until changes come into force as stipulated in 1b.
13. The collective agreement will be implemented over the following time frames:
 - a. 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 this agreement where there is no need for manual intervention.
 - b. Retroactive amounts payable to employees will be implemented within one hundred and eighty (180) days after signature of this agreement where there is no need for manual intervention.
 - c. Prospective compensation increases and retroactive amounts that require manual processing will be implemented within four hundred and sixty (460) days after signature of this agreement.
14. Employee recourse:
 - a. Employees in the bargaining unit for whom this collective agreement is not fully implemented within one hundred and eighty (180) days after signature of this collective agreement will be entitled to a lump sum of two hundred dollars (\$200) non-pensionable amount when the outstanding amount owed after one hundred and eighty-one (181) days is greater than five hundred dollars (\$500). This amount will be included in their final retroactive payment.
 - b. Employees will be provided a detailed breakdown of the retroactive payments received and may request that the compensation services verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the Institute regarding the format of the detailed breakdown.
 - c. In such a circumstance, employees shall contact compensation services.

- d. This Memorandum of Understanding shall expire on the expiry date of this collective agreement.

APPENDIX F – GENDER INCLUSIVE LANGUAGE

Letter of Understanding with Respect to the implementation of the collective agreement between the Canada Energy Regulator (hereinafter called “the Employer”) and the Professional Institute of the Public Service of Canada (hereinafter called “the Institute”)

Further to the Memorandum of Understanding on Gender Inclusive Language between Treasury Board and the Institute.

The Employer and the Institute agree to undertake the necessary steps in order to implement applicable changes that will result once the Treasury Board and Institute Joint Committee finalizes their review of collective agreements to identify opportunities to render the language more gender inclusive.

The parties are committed to and support gender neutrality and inclusivity.

The parties agree that any changes in language will not result in changes in application, scope of value.

The parties acknowledge that gender inclusivity is more difficult to achieve in the French language compared to the English language but are committed nonetheless to further supporting and increasing gender neutrality and inclusivity in the collective agreement.

Signed at Calgary, Alberta this Friday, May 17, 2024.

For: The Canada Energy Regulator

For: The Professional Institute of the Public
Service of Canada

Tracy Sletto
Chief Executive Officer

Eva Henshaw
A/President

Jasjit Dhillon
A/Chief Human Resources Officer &
Vice President, People and Workforce Supports

Rick Cuzzetto
Group President

***APPENDIX G – JOINT CONSULTATION**

Memorandum of Understanding with Respect to the implementation of the collective agreement between the Canada Energy Regulator (hereinafter called “the Employer”) and the Professional Institute of the Public Service of Canada (hereinafter called “the Institute”)

This Memorandum of Understanding (MoU) is to give effect to the agreement reached between the Employer and the Institute regarding joint consultation.

The Employer agrees to consult with the Institute in the context of the Union Management Consultation Committee (UMCC) with respect to:

1. Training and Informal Conflict Management – to review existing training courses related to Employee Equity, Diversity, and Inclusion and Informal Conflict Management Systems which are currently available to employees and ensure employee awareness when appropriate.
2. Maternity and Parental Leave – to review the maternity leave without pay and parental leave without pay provisions to identify opportunities to simplify the language.
3. Pay Simplification – the parties’ commitment to ongoing collaboration with regards to the identification of pay administration simplification solutions.

Collaboration between the parties to this MoU will build on the work that is taking place between Bargaining Agents and the Employer in the core public administration.

On mutual consent the parties may establish joint working groups(s) to allow for meaningful consultation and consideration of the issues above.

This MoU will expire with the collective agreement on October 31, 2026.

***APPENDIX H – LEAVE FOR UNION BUSINESS – COST RECOVERY**

Memorandum of Understanding with Respect to the implementation of the collective agreement between the Canada Energy Regulator (hereinafter called “the Employer”) and the Professional Institute of the Public Service of Canada (hereinafter called “the Institute”)

This Memorandum of Understanding (MoU) is to give effect to an agreement reached between the Employer and the Institute to implement a system of cost recovery for leave for union business.

The parties agree to this MoU as a direct result of current Phoenix pay system implementation concerns related to the administration of leave without pay for union business.

Leave granted to an employee under clause H-6.03 will be with pay, up to a total cumulative maximum period of three (3) months leave per fiscal year. For any leave in excess of the total cumulative maximum period of three (3) months per fiscal year, the process shall revert to the existing terms of the collective agreement.

The Institute will reimburse the Employer for the actual gross salary* paid. In addition to which the Institute will also pay an amount equal to six percent (6%) of the actual gross salary paid, which sum represents the Employer’s contribution for the benefits the employee acquired at work during the period of approved union leave with pay.

The Employer will run a report quarterly and invoice the Institute for the amount owed to them by virtue of this MoU. The amount of gross salaries and the number of days of leave taken for each employee will be included in the statement.

The Institute agrees to reimburse the Employer for the invoice within sixty (60) days of the date of the invoice.

This MoU expires on the expiry of the collective agreement, or upon implementation of the Next Generation Human Resources and Pay System, whichever comes first.

*Gross salary includes: Annual Salary, Calgary Allowance, Bilingual Bonus, and in the case of part-time employees also includes the percentage paid for vacation and statutory holidays.