

COLLECTIVE AGREEMENT

BETWEEN

THE COMMUNICATIONS SECURITY ESTABLISHMENT

AND

**THE PUBLIC SERVICE ALLIANCE
OF CANADA**

Expiry Date: February 9, 2002

06594(09)

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1	Recognition and Application	1
2	Interpretation and Definitions	1
3	Check Off.....	3
4	Appointment and Time Off for Stewards	4
5	Provision of Bulletin Board Space and Other Facilities	5
6	No Discrimination or Harassment	5
7	Sick Leave.....	5
8	Technological Change.....	7
9	Safety and Health	7
10	Leave General	7
** 11	Vacation Leave	8
12	Other Leave With or Without Pay	11
13	Career Development Leave.....	23
14	Grievance Procedure.....	26
15	Leave for Alliance Business.....	29
16	Hours of Work	33
17	Administrative Provisions for Hours of Work Scheduled in Accordance with Clauses 16.06 or 16.11.....	36
18	Overtime	39
19	Designated Holidays	41
20	Severance Pay	44
21	Shift Premiums	46
22	Reporting Pay.....	46
23	Standby.....	47
24	Call-Back	48
25	No Pyramiding of Payments	49
26	Travel Time.....	49
27	Part-Time Employment.....	51

28	Work Descriptions	52
29	Employee Files.....	52
30	Job Security.....	53
31	Precedence of Legislation and the Collective Agreement	53
32	Agreement Reopener.....	53
33	Pay Administration	53
** 34	Duration	55
35	Membership Fees	55
**	APPENDIX A - Rates of Pay.....	A-1
**	APPENDIX B - Memorandum of Understanding (CS) (ENG)	B-1
	APPENDIX C- Memorandum of Understanding Self Funded Leave.....	C-1
	APPENDIX D – Memorandum of Understanding Banked Time	D-1

** Asteriks denote changes from previous agreement resulting from Arbitral Award (PSSRB FILE: 185-13-386) dated January 11, 2002.

ARTICLE 1

RECOGNITION AND APPLICATION

- 1.01 The Employer (the Communications Security Establishment) recognizes the Public Service Alliance of Canada (Alliance) as the exclusive bargaining agent for all employees, as described in the certificate issued by the Public Service Staff Relations Board (PSSRB) issued on February 23, 2001 (125-13-96).
- 1.02 The provisions of this Agreement apply to the Alliance, the Employer and the employees.
- 1.03 In this Agreement, words importing the masculine gender shall include the feminine gender.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement,
- (a) "Alliance" means the Public Service Alliance of Canada;
 - (b) "bargaining unit" (unité de négociation) means the employees of the Employer described in Article 1, Recognition and Application;
 - (c) a "common law spouse" (conjoint de fait) relationship exists when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his/her spouse, and continues to live with that person as if that person were his/her spouse.
 - (d) "compensation" (rémunération) means payment by cheque or in cash;
 - (e) "compensatory leave" (congé compensateur) means leave with pay in lieu of cash payment for overtime and such leave with pay will be computed and credited to an employee at the same premium rate as if the overtime had been compensated in cash;
 - (f) "continuous employment" (emploi continu) has the same meaning as in the existing rules and regulations of the Employer on the date of signing of this Agreement;
 - (g) "daily rate of pay" (taux de rémunération journalier) means an employee's weekly rate of pay divided by five (5);
 - (h) "day" (jour) means the period of twenty-four (24) consecutive hours commencing at 00.00 hour;
 - (i) "day of rest" (jour de repos) in relation to a full-time employee means a day other

than a holiday on which that employee is not ordinarily required to perform the duties of his position other than by reason of the employee being on leave, absent from duty without permission or under suspension;

- (j) "double time" (tarif double) means two (2) times the employee's hourly rate of pay;
- (k) "employee" (employé) means a person who is a member of the bargaining unit described in clause 1.01 of Article 1, Recognition and Application;
- (l) "Employer" (employeur) means the Communications Security Establishment, Department of National Defence and includes any person authorized to exercise the authority of the Communications Security Establishment;
- (m) "fiscal year" (exercice financier) means the period of time from April 1st of one calendar year to March 31st of the following calendar year;
- (n) "headquarters area" (zone d'affectation) of an employee means an area surrounding the workplace having a radius of sixteen (16) kilometers, centered on the workplace;
- (o) "holiday" (jour férié) means the twenty-four (24) hour period commencing at 00:00 hours of a day designated as a paid holiday in this Agreement;
- (p) "hourly rate of pay" (taux de rémunération horaire) means a full-time employee's weekly rate of pay divided by thirty-seven and one-half (37 ½);
- (q) "lay-off" (mise en disponibilité) means termination of services of an employee by the Employer because of lack of work or because of the discontinuance of a service or a function;
- (r) "leave of absence" (congé) means permission to be absent from duty granted to an employee by an authorized officer of the Employer;
- (s) "membership dues" (cotisations syndicales) means the dues established pursuant to the constitution of the Alliance as dues payable by its members as a consequence of their membership in the Alliance, and shall not include any initiation fee, insurance premium or special levy;
- (t) "overtime" (heures supplémentaires) means
 - in the case of a full-time employee, authorized work performed in excess of the employee's scheduled hours of work,
 - in the case of a part-time employee, authorized work performed in excess of the normal daily or weekly hours of work of a full-time employee;
- (u) "straight-time rate of pay" (tarif de base) means the employee's hourly rate of pay;
- (v) "time and one-half" (tarif et demi) means one and one-half (1 ½) times the

employee's hourly rate of pay;

- (w) "weekly rate of pay" (taux de rémunération hebdomadaire) means an employee's annual rate of pay divided by 52.176;

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

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

ARTICLE 3

CHECK- OFF

3.01 Except as provided in clause 3.04, the Employer will, as a condition of employment, make every reasonable effort to have deducted an amount equal to the amount of membership dues from the monthly pay of all employees in the bargaining unit covered by this agreement.

3.02 The Alliance shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause 3.01.

3.03 For the purpose of applying clause 3.01, deductions from pay for each employee in respect of each month will start with the first full month of employment to the extent that earnings are available. When an employee does not have sufficient earnings in respect of any month to permit deductions, the Employer shall not be obligated to make deductions from subsequent pay.

3.04 An employee who satisfies the Employer to the extent that he declares in an affidavit filed with the Employer that he is a member of a religious organization whose doctrine prevents him as a matter of conscience from making contributions to an employee organization and that he will make contributions to a charitable organization as defined in the Income Tax Act equal to the membership dues shall not be subject to clause 3.01, provided that the affidavit submitted by the employee is countersigned by an official representative of the religious organization.

3.05 It is understood that the amounts deducted in accordance with clause 3.01 shall be remitted by cheque to the Alliance within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.

3.06 The Employer agrees to make every reasonable effort to continue past practice of having deductions for other purposes on the basis of production of appropriate documentation.

3.07 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of application of this Article except for any claim or liability arising out of an

error committed by the Employer.

ARTICLE 4

APPOINTMENT AND TIME OFF FOR STEWARDS

- 4.01 The Employer acknowledges the right of the Alliance to appoint employees as stewards subject to the agreement of both parties under clause 4.02.
- 4.02 The Employer and the Alliance shall, through consultation, determine the number and jurisdiction of stewards, having regard to the plan of organization, the distribution of employees at the work place and the administrative structure implied by the grievance procedure.
- 4.03 The Alliance shall notify the Employer in writing of the appointment of each steward, but any employee so appointed by the Alliance shall not be recognized nor serve as a steward until such notification has been received in writing by the Employer.
- 4.04 A Steward shall obtain permission of his immediate supervisor before leaving work to investigate employee complaints *of an urgent nature*, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Upon the resumption of the normal duties of the Steward, he shall report back to the supervisor, where practicable.

ARTICLE 5

PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES

- 5.01 The Employer shall continue its present practice whereby it provides physical bulletin board space and will permit access to an internal network for a "Web Page", for the posting of official Alliance notices. Notices or other material shall require the prior approval of the Employer, except notices relating to the business affairs of the Alliance and social and recreational events. The Employer shall have the right to refuse the posting of any information that it considers adverse to its interests or the interests of any of its representatives.
- 5.02 The Employer will continue its practice of making available to the Alliance specific locations on its premises for the placement of reasonable quantities of literature of the Alliance.

ARTICLE 6

NO DISCRIMINATION OR HARASSMENT

6.01 There shall be no discrimination or harassment with respect to **an** employee by reason of age, race, creed, colour, national origin, religious affiliation, *sex*, sexual orientation, family status, mental or physical disability or membership or activity in the union.

- 6.02 (a) Any level in the grievance procedure shall be waived if a person hexing the grievance is the subject of the complaint.
- (b) If, by reason of 6.02 (a) above, a level in the grievance procedure is waived, no other level shall be waived except by mutual consent.

ARTICLE 7

SICK LEAVE

Credits

7.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1 ¼) days for each calendar month in which he has received at least ten (10) days pay and such leave credits shall be on a cumulative basis from year to year.

Granting of Sick Leave

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

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

7.03 Unless otherwise informed by the Employer in advance, a statement (leave form) signed by the employee stating that because of illness or injury that he was unable to perform his duties, shall, when delivered to the Employer be considered **as** meeting the requirements of sub-clause 7.02 (a).

Advance of Credits

7.04 When an employee has insufficient credits to cover the granting of sick leave with pay under the provisions of clause 7.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee:

- (a) for a period of up to twenty-five (25) working days if he is awaiting a decision on an application for injury-on-duty leave, or
- (b) for a period of up to twenty-five (25) working days if he has not submitted an application for injury-on-duty leave, provided that an employee's total sick leave deficit shall not exceed twenty-five (25) days,

subject to the deduction of such advanced leave from any sick leave credits subsequently earned, or if an employee resigns, any salary overpayment shall be recovered by the Employer from the employee by other means.

7.05 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.

7.06 If an employee becomes ill during a period of compensatory leave and such illness is supported by a medical certificate, the employee shall be granted sick leave with pay, in accordance with clause 7.02 and his compensatory leave credits shall be restored to the extent of any concurrent sick leave with pay granted.

ARTICLE 8

TECHNOLOGICAL CHANGE

8.01 Both parties recognize the advantage of technological change, and will encourage and promote technological change and improvements. Both parties will also cooperate to find ways of reducing, and if possible eliminating the loss of employment which may be the result of any major change. Before the Employer introduces any changes in technology which will result in significant changes in the employment status or working conditions of employees, the Employer, except in cases of emergency, will notify a local representative of the Alliance as far in advance as possible of the change, and in any case, at least one hundred and twenty (120) days before its implementation.

8.02 The Employer will give all reasonable consideration to the continued employment of employees whose services to the Employer would be otherwise become redundant because of technological change.

8.03 The need for retraining caused by technological change shall be a topic for joint consultation, held on a timely basis, under the umbrella of the Joint Consultation Committee, with representatives of employees affected by the technological changes and the Employer.

ARTICLE 9

SAFETY AND HEALTH

9.01 The Employer shall continue to ensure the occupational safety and health of employees. To this end, the Employer welcomes the continued participation of the employee representatives from the Establishment on the Safety and Health Committee, a recognized legal joint union-management responsibility.

9.02 All employees shall make every reasonable effort to reduce and obviate risk of employment injury. Where any employee fails to obey a safety regulation issued by the Employer

and applicable to him, he may be subject to appropriate disciplinary action.

ARTICLE 10

LEAVE GENERAL

10.01 When an employee has been permitted to liquidate more vacation or sick leave with pay than he has earned and his employment is terminated by death, the employee shall be considered to have earned such leave.

10.02 When an employee has been permitted to liquidate more vacation or sick leave with pay than he has earned, and his employment is terminated by lay-off, he shall be considered to have earned such leave if at the time of his lay-off he has completed *two* (2) or more years of continuous employment. Following written notice of lay-off, an employee is entitled to liquidate earned leave only.

10.03 In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from the employee directly or from any monies owed the employee by the Employer an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the employee's substantive rate of pay on the date of termination of the employee's employment.

10.04 The amount of leave with pay credited to an employee by the Employer at the time when this Agreement becomes effective, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee except as provided for in those clauses providing for the liquidation of compensatory leave.

10.05 An employee is entitled, once in each fiscal year, to be informed upon request, of the balance of his vacation, compensatory and sick leave credits.

10.06 An employee is not entitled to leave with pay during periods he is on leave without pay or under suspension.

ARTICLE 11

VACATION LEAVE

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

**Accumulation of Vacation Leave Credits

11.02 An employee shall earn vacation leave credits at the following rate for each calendar month in which he receives at least ten (10) days' pay:

- (a) one and one-quarter (1 1/4) days until the month in which the anniversary of his

- eighth (8th) year of service occurs;
- (b) one and two-thirds (1 2/3) days commencing with the month in which his eighth (8th) anniversary of service occurs;
 - ** (c) effective January 11, 2002, one and five-sixths (1 5/6) days commencing with the month in which his sixteenth (16th) anniversary of service occurs;
 - (d) one and eleven-twelfths (1 11/12) days commencing with the month in which his seventeenth (17th) anniversary of service occurs;
 - (e) two and one-twelfth (2 1/12) days commencing with the month in which his eighteenth (18th) anniversary of service occurs;
 - ** (f) effective January 11, 2002, two and one quarter (2 1/4) days commencing with the month in which his twenty eight (27th) anniversary of service occurs;
 - ** (g) two and one-half (2 1/2) days commencing with the month in which his twenty-ninth (28th) anniversary of service occurs;
 - (g) for the purpose of clause 11.02 only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Public Service within one year following the date of lay-off.

Granting of Vacation Leave

11.03 Both parties agree that although vacation leave credits are earned as a matter of right, the scheduling and granting of such leave must be authorized in advance before such leave is taken. The scheduling and granting of vacation leave should be so arranged as to adequately meet operational requirements, and subject to said operational requirements, an employee may:

- (a) during the first six (6) calendar months of employment only be granted vacation leave up to the amount of earned credits;
- (b) after the first six (6) calendar months of employment be granted an administrative advance of vacation leave credits to the extent of credits that would be accumulated by the end of the vacation year concerned,
- (c) be granted vacation leave on any shift.

11.04 When in respect of any period of vacation leave an employee is granted:

- (a) bereavement leave, or
- (b) is granted leave with pay because of illness in the immediate family, or

- (c) sick leave supported by a medical certificate,

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

Carry-over and/or Liquidation of Vacation Leave

11.05 When in any fiscal year an employee has not been granted all of the vacation leave credited to him, the unused portion of his vacation leave shall be carried over into the following fiscal year. Carry-over beyond one year shall be by mutual consent.

11.06 During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of fifteen (15) days may be paid in cash at the employee's daily rate of pay as calculated from the rate of pay for the classification of his substantive position on March 31st of the previous vacation year.

Recall from Vacation Leave

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

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

after submitting such accounts and within such time limits as are normally required by the Employer.

11.08 The employee shall not be considered as being on vacation leave for any period in respect of which he is entitled to be reimbursed under clause 11.07 for reasonable expenses incurred by him.

Leave when Employment Terminates

11.09 Except as provided in clause 11.10 when the employment of an employee is terminated for any reason, the employee or his estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave and furlough leave with pay to his credit by the daily rate of pay as calculated from the rate of pay for the classification of his substantive position on the date of the termination of his employment.

11.10 Where the employee requests, the Employer shall grant the employee vacation leave credits prior to the termination of his employment if this will enable him, for the purposes of severance pay, to complete the first year of continuous employment in the case of lay-off and the tenth (10th) year of continuous employment in the case of resignation.

11.11 An employee whose employment is terminated by reason of abandonment of his position is entitled to receive the payments referred to in clause 11.09 above if he so requests such

payments in writing within the six (6) months following the date upon which his employment is terminated by a declaration by the Employer.

Advance Payments

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

Cancellation of Vacation Leave

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

ARTICLE 12

OTHER LEAVE WITH OR WITHOUT PAY

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

12.02 Bereavement Leave With Pay

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

- (a) When a member of an employee's immediate family dies, the employee shall be entitled to a bereavement period of up to five (5) consecutive calendar days which does not extend beyond the day following the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled

days of rest for the employee. In addition, the employee may be granted up to three (3) days leave with pay for the purpose of travel related to the death.

- (b) In special circumstances and at the request of the employee, the four (4) day bereavement period may be moved beyond the day after the day of the funeral but must include the day of the funeral.
- (c) An employee is entitled to one (1) day of bereavement leave with pay for the purpose related to the death of his son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (d) If during a period of compensatory leave an employee is bereaved in circumstances under which he would have been eligible for bereavement leave with pay under sub-clauses (a), (b) or (c) of this clause, he shall be granted bereavement leave with pay and his compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- (e) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Chief of CSE may, after considering the particular circumstances involved, grant leave with pay for a greater period, and/or in a manner different than that provided for in sub-clauses 12.02 (a) and (c).

12.03 Court Leave With Pay

The Employer shall grant leave with pay to an employee for the period of time that he 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:
 - (i) in or under the authority of a court of justice or before a grand jury,
 - (ii) before a court, judge, justice, magistrate or coroner,
 - (iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his position,
 - (iv) before a legislative council, legislative assembly or house assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,

or

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

12.04 Personnel Selection Leave With Pay

Where an employee participated in a personnel selection process for a position in the Public Service, as defined by the Public Service Staff Relations Act, the employee is entitled to leave with pay for the period during which the employee's presence is required for the purpose of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his presence is so required.

12.05 Maternity Leave Without Pay

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

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

- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- (e) **An** employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;

- (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 7, Sick Leave With Pay. For purposes of this subparagraph, the terms “illness” or “injury” used in Article 7, Sick Leave With Pay, shall include medical disability related to pregnancy.
- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

12.06 Maternity Leave Allowance

- (a) **An** employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i) below, provided that she:
 - (i) has completed six (**6**) months of continuous employment before the commencement of her maternity leave without pay,
 - (ii) provides the Employer with proof that she has applied for and is in receipt of pregnancy benefits pursuant to Section 22 of the Employment Insurance Act in respect of insurable employment with the Employer,
 - and
 - (iii) has signed an agreement with the Employer stating that:
 - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
 - (B) following her return to work, as described in section (A), , she will work for a period equal to the period she was in receipt of the maternity allowance;
 - (C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B) , for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations

specified in section (B) , or having become disabled as defined in the Public Service Superannuation Act, she will be indebted to the Employer for an amount determined as follows:

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

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

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a) (iii) (B), without activating the recovery provisions described in section (a) (iii) (C).
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,
 - and
 - (ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the Employment Insurance Act, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 12.06(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance pregnancy benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the Employment Insurance Act.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:

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

12.07 Special Maternity Allowance for Totally Disabled Employees

- (a) An employee who:
- (i) fails to satisfy the eligibility requirement specified in subparagraph 12.06(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Longterm Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the Government Employees Compensation Act prevents her from receiving Employment Insurance pregnancy benefits,
- and
- (ii) has satisfied all of the other eligibility criteria specified in paragraph 12.06(a), other than those specified in sections (A) and (B) of subparagraph 12.06(a)(iii),

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

- (b) An employee shall be paid an allowance under this clause and under clause 12.06 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to Section 22 of the Employment Insurance

Act had she not been disqualified from Employment Insurance pregnancy benefits for the reasons described in subparagraph (a)(i).

12.08 Transitional Provisions

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

12.09 Parental Leave Without Pay

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

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

- (d) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the employee's child (including the child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).
- (e) The Employer may :

- (i) defer the commencement of parental leave without pay at the request of the employee;
 - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (f) Parental leave without pay taken by a CSE couple shall not exceed a total of thirty-seven (37) weeks for both individuals combined.
- (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.

12.10 Parental Allowance

- (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i) below, providing he or she:
- (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - (ii) provides the Employer with proof that he or she has applied for and is in receipt of parental benefits pursuant to Section 23 of the Employment Insurance Act in respect of insurable employment with the Employer,
- and
- (iii) has signed an agreement with the Employer stating that:
 - (A) the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
 - (B) Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 12.06 (a)(iii)(B), if applicable;
 - (C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B) , for reasons other than death, lay-off, early

termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B) , or having become disabled as defined in the Public Service Superannuation Act, he or she will be indebted to the Employer for an amount determined as follows:

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

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

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a) (iii) (B), without activating the recovery provisions described in section (a) (iii) (C).
- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - (ii) other than as provided in subparagraph(iii) below, for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the Employment Insurance Act, the difference between the gross weekly amount of the Employment Insurance parental benefits he or she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period;
 - (iii) where the employee becomes entitled to an extension of parental benefits pursuant to Subsection 12(7) of the Employment Insurance Act, the parental allowance payable under the SUB Plan described in subparagraph(ii) will be extended by the number of weeks of extended benefits which the employee receives under Subsection 12(7) of the EI Act.
- (d) At the employee's request, the payment referred to in subparagraph 12.10(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI parental benefits.

- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

12.11 Special Parental Allowance for Totally Disabled Employees

- (a) **An** employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 12.10(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the Government Employees Compensation Act prevents the employee from receiving Employment Insurance parental benefits,
 - and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 12.10(a), other than those specified in sections (A) and (B) of subparagraph 12.10(a)(iii),

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

- (b) An employee shall be paid an allowance under this clause and under clause 12.10 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to Section 23 of the Employment Insurance Act, had the employee not been disqualified from Employment Insurance parental benefits for the reasons described in subparagraph (a)(i).

12.12 Transitional Provisions

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

12.13 Leave Without Pay for the Care and Nurturing of Pre-School Age Children

Subject to operational requirements as determined by the Employer, an employee shall be granted leave without pay for the personal care and nurturing of the employee's pre-school age children in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the date of such leave;
- (b) leave granted under this clause shall be for a minimum period of six (6) weeks;
- (c) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in the Public Service;
- (d) such leave shall be deducted from the calculation of "continuous employment" for the calculation of severance pay and "service" for the calculation of vacation leave;
- (e) time spent on such leave shall not be counted for pay increment purposes.

12.14 Leave Without Pay for Personal Needs

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

- (a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- (b) subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal

needs:

- (c) an employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of this clause during the employee's total employment in the CSE. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.
- (d) leave without pay granted under (a) of this clause shall be counted for the calculation of "continuous employment" for the purpose of severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall not be counted for pay increment purposes;
- (e) leave without pay granted under (b) of this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not count for pay increment purposes.

12.15 Leave Without Pay for Relocation of a Spouse

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

12.16 Leave With Pay for Family-Related Responsibilities

- (a) For the purpose of this clause, family is defined as spouse, (or common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including step-parents of foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) The Employer shall grant leave with pay under the following circumstances:
 - (i) an employee is expected to make every reasonable effort to schedule medical and dental appointments for dependent family members to minimize or preclude his absence from work, however, when alternate arrangements are not possible an employee shall be granted up to one (1) day for medical or dental appointments when the dependent family member is incapable of attending the appointment alone, or for appointments with appropriate authorities in schools or adoption agencies.

An employee requesting leave under this provision must provide notice to the leave granting authority of the appointment **as** far in advance as possible.

- (ii) to provide for the immediate and temporary care of a sick member of the employee's family and to provide the employee with time to make alternate care arrangements where the illness is of a longer duration.
 - (iii) one (1) day's leave with pay for needs directly related to the birth or adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.
- (c) The total leave with pay which may be granted under sub-clauses (b)(i), (ii) and (iii) above shall not exceed five (5) days in a fiscal year.

12.17 Marriage Leave with Pay

- (a) After the completion of one year of continuous employment in the Public Service, and providing an employee gives the Employer at least five (5) days' notice, he shall be granted five (5) days' marriage leave with pay for the purpose of getting married.
- (b) For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after granting marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.

12.18 Injury-On-Duty Leave With Pay

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

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

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

12.19 Leave With or Without Pay for Other Reasons

At its discretion, the Employer may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent his reporting for duty. Such leave shall not be unreasonably withheld;
- (b) leave without pay for purposes other than those specified in this agreement;
- (c) leave with pay may be granted if required to enable and employee to attend to urgent business arising from a serious domestic contingency or difficulty. Such leave shall not be unreasonably withheld;
- (d) leave with pay for purposes other than those specified in this Agreement, including military or civil defence training, and emergencies affecting the community of place of work. With reference to federal, provincial and municipal elections, excused duty for voting purposes shall be sufficient to allow an employee the number of consecutive hours to vote immediately prior to closing of the polls specified in the Canada Elections Act or relevant provincial or municipal election act.

12.20 Leave Without Pay for the Long Term Care of a Parent

- (a) Both parties recognize the importance of access to leave for the purpose of long-term care of a parent.
- (b) An employee shall be granted leave without pay for the long-term personal care of the employee's parents, including step-parents or foster parents, in accordance with the following conditions:
 - (i) an employee shall notify the employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
 - (ii) leave granted under this Article shall be for a minimum period of three (3) weeks;
 - (iii) 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;
 - (iv) leave granted for the periods of one year or less shall be scheduled in a manner which ensures continued service delivery.
- (c) An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the employer.

ARTICLE 13

CAREER DEVELOPMENT LEAVE

13.01 General

The parties to this Agreement recognize that employees, in order to maintain and enhance their professional expertise, skills, knowledge and competencies in their chosen field of work, need to have an opportunity on occasion to attend or participate in career development activities described in this Article.

13.02 Education Leave Without Pay

- (a) Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill his present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.
- (b) At the Employer's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to 100% (one hundred per cent) of his annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
- (c) Allowances already being received by the employee may at the discretion of the Employer be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- (d) As a condition of the granting of education leave without pay, 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:

- (i) fails to complete the course;
- (ii) does not resume employment with the Employer on completion of the course;

or

- (iii) ceases to be employed, except by reason of death or lay-off, before termination of the period he has undertaken to serve after completion of

the course;

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

13.03 Attendance at Conferences and Conventions

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

13.04 Career and Professional Development

- (a) The parties to this Agreement share a desire to improve professional, technical and administrative standards in the workplace by giving employees the opportunity on occasion:
 - (i) to participate in workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields of work;
 - (ii) to attend courses given by the Employer;

- (iii) to carry out research or perform work related to their normal field of specialization and/or their normal research programs in institutions or locations other than those of the Employer.
 - (iv) to carry out research in the employee's field of specialization not specifically related to his assigned work projects when in the opinion of the Employer such research is needed to enable the employee to fill his present role more adequately.
- (b) Subject to the Employer's approval, an employee shall receive leave with pay in order to participate in the activities described in 13.04 (a).
 - (c) An employee may apply at any time for career and professional development under this clause, and the Employer may select an employee at any time for such career and professional development.
 - (d) When an employee is selected for career and professional development under sub-clause (a) (i),(iii) and (iv), the Employer will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.
 - (e) An employee selected for career and professional development under this clause shall continue to receive his normal compensation including any increase for which he may become eligible. The employee shall not be entitled to any compensation under the Overtime or Travel Time provisions of this Agreement while on career and professional development leave under this clause.
 - (f) An employee, on career and professional development leave under this clause may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.

13.05 Examination Leave With Pay

At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work. Such leave will only be granted where in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve his qualifications.

ARTICLE 14

GRIEVANCE PROCEDURE

14.01 The parties to this Agreement recognize the value of informal discussions between employees and their supervisors, to the end that problems might be resolved without recourse to a formal grievance. Where an employee, within the limits prescribed in clause 14.08 gives notice that he wishes to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance

time limits.

14.02 An employee who wishes to present a grievance at any prescribed step in the grievance procedure, shall transmit this grievance to his immediate supervisor or local officer-in-charge who shall forthwith:

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

and

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

14.03 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.

14.04 Subject to and as provided in Section 91 of the *Public Service Staff Relations Act*, an employee who feels that he has been treated unjustly or considers himself aggrieved by an action or lack of action by the Employer, in matters other than those arising from the classification process, is entitled to present a grievance in the manner prescribed in clause 14.02,

except that

- (a) where there is another administrative procedure provided by, or under any Act of Parliament, to deal with his specific complaint such procedure must be followed,

and

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

14.05 There shall be no more than a maximum of three (3) steps in the grievance procedure. The final step shall be the Chief, Communications Security Establishment.

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

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

14.08 An employee may present a grievance to the first step of the procedure in the manner prescribed in clause 14.02, not later than the twenty-fifth (25th) day after the date on which he is notified orally or in writing or on which he first becomes aware of the action or circumstances giving rise to the grievance.

14.09 An employee may present a grievance at each succeeding step in the grievance procedure, beyond the first step either:

- (a) where the decision or settlement is not satisfactory to him within ten (10) days after that decision or settlement has been conveyed in writing to him by the Employer,

or

- (b) where the Employer has not conveyed a decision to him within the time prescribed in clause 14.10, within fifteen (15) days after the presented grievance at the previous step.

14.10 The Employer shall normally reply to an employee's grievance at any step of the grievance procedure, except the final step, within ten (10) days after the grievance is presented, and within twenty (20) days where the grievance is presented at the final step.

14.11 Where an employee has been represented by the Alliance in the presentation of his grievance, the Employer will provide the appropriate representative of the Alliance with a copy of the Employer's decision at each step of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

14.12 The decision given by the employer at the Final Level in the grievance procedure shall be final and binding upon the employees unless the grievance is a class of grievance that may be referred to adjudication.

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

14.14 Where the provisions of clause 14.02 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 in the day it is delivered to the appropriate office of the department or agency concerned. Similarly, the Employer shall be deemed to have delivered a reply at any step on the date on which the letter containing the reply is postmarked, but the time limit within which the griever may present his grievance at the next higher step shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

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

14.16 Where it appears that the nature of the grievance is such that a decision cannot be given

below a particular step of authority, any or all the steps except the final step may be eliminated by agreement of the Employer and the employee, and, where applicable, the Alliance.

14.17 Where the Employer discharges an employee, the grievance procedure set forth in this Agreement shall apply, except that the grievance may be presented at the final level only.

14.18 An employee may by written notice to his immediate supervisor or officer-in-charge abandon a grievance.

14.19 Any employee who fails to present a grievance to the next higher step within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond his control, he was unable to comply with the prescribed time limits.

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

14.21 Where an employee has presented a grievance up to and including the final step in the grievance procedure with respect to:

- (a) the interpretation or application in respect of him of a provision of this Collective Agreement or a related arbitral award,

or

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

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

14.22 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of him of a provision of this Agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the Alliance signifies in a prescribed manner:

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

and

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

ARTICLE 15

LEAVE FOR ALLIANCE BUSINESS

15.01 Public Service Staff Relations Board Hearings

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

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

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

(2) Applications for Certification. Representations and Interventions with Respect to Applications for Certification

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

- (a) to an employee who represents the Alliance in an application for certification or in an intervention;
- and
- (b) to an employee who makes personal representations with respect to a certification.

(3) Employee called as a witness

The Employer will grant leave with pay:

- (a) to an employee called as a witness by the Public Service Staff Relations Board;
- and
- (b) Where operational requirements permit, to an employee called as a witness by an employee or the Alliance.

15.02 Arbitration Board and Conciliation Board Hearings

- (1) Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Alliance before an Arbitration Board or Conciliation Board.
- (2) The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board or Conciliation Board and, where operational requirements

permit, leave with pay to an employee called as a witness by the Alliance.

15.03 Adjudication

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

- (a) a party to the adjudication,
 - (b) the representative of an employee who is a party to an adjudication,
- and
- (c) a witness called by an employee who is a party to an adjudication.

15.04 Meetings During the Grievance Process

(1) Employee Presenting a Grievance

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

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

(2) Employee who Acts as a Representative

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

(3) Grievance Investigation

Where an employee has asked or is obliged to be represented by the Alliance in relation to the presentation of a grievance and an employee acting on behalf of the Alliance wishes to discuss the grievance with that employee, the employee and the representative of the employee will, where operational requirements permit, be given reasonable leave with pay for this purpose when the discussion takes place

in the headquarters area of such employees and leave without pay when it takes place outside the headquarters area of such employees.

15.05 Contract Negotiations Meetings

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees for the purpose of attending contract negotiations meetings on behalf of the Alliance.

15.06 Preparatory Contract Negotiations Meetings

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

15.07 Meetings between the Alliance and Management

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

15.08 Alliance Meetings and Conventions

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend meetings of the Board of Directors of the Alliance, meetings of the National Executive of the Component, Executive Board meetings of the Alliance and conventions of the Alliance and the Component, the Canadian Labour Congress and Territorial and Provincial Federations of Labour.

15.09 Representatives' Training Courses

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

ARTICLE 16

HOURS OF WORK

General

16.01 For the purpose of this Article, a week shall consist of seven (7) consecutive days beginning at 00:00 hours Monday morning and ending at 24:00 hours Sunday.

16.02 Nothing in this Agreement shall be construed as guaranteeing minimum or maximum hours of work.

Day Work

16.03 The scheduled work week shall be thirty-seven and one-half (37 ½) hours from Monday to Friday inclusive, and the scheduled work day shall be seven and one half (7 ½) consecutive hours, exclusive of a meal break of not less than thirty (30) minutes.

16.04 Where scheduled hours are to be changed so that they are different from those specified in clause 16.03, the Employer in advance, except in cases of emergency, will consult with the local representative of the Bargaining Agent on such hours of work and in such consultation will establish that such hours are required for an efficient operation.

16.05 An employee whose hours of work are scheduled in accordance with clause 16.03 and whose hours of work are changed to extend before or beyond the hours of 6 a.m. and 6 p.m., and who has not received at least five (5) days' notice in advance of the starting time of such change, shall be paid the first day or shift worked subsequent to such change at the rate of time and one-half (1 ½). Subsequent days or shifts worked on the revised schedule shall be paid at the straight-time rate, subject to the overtime provisions of this agreement.

Variable Hours

- 16.06 (a) Notwithstanding the provisions of clause 16.03, upon request of an employee and the concurrence of the Employer, an employee may complete his weekly hours of employment in a period of other than five (5) full working days provided that over a period of twenty-eight (28) calendar days the employee works an average of thirty-seven and one-half (37 ½) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for him.
- (b) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.
- (c) Employees covered by this clause shall be subject to the administrative provisions in Article 17.

Shift Work

16.07 When because of operational requirements of the service, hours of work are scheduled for an employee on a rotating or irregular basis, they shall be scheduled so that employees:

- (a) work an average of thirty-seven and one-half (37 ½) hours and an average of five (5) days per week;
- (b) work seven and one-half (7 ½) hours per day, exclusive of a one-half (½) hour meal break;

- (c) obtain an average of two (2) days of rest per week;
- (d) obtain at least two (2) consecutive days of rest, except when days of rest are separated by a designated paid holiday which is not worked.
- (e) covered by this clause shall work no more than seven (7) consecutive shifts at the straight-time rate between days of rest, except by the application of clause 16.09.

16.08 Where an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:

- (a) on the day it commenced where half or more of the hours worked fall on that day,
- or
- (b) on the day it terminated where more than half of the hours worked fall on that day.

Accordingly, the first day of rest will be considered to start immediately after midnight of the calendar day on which the employee worked or is considered to have worked his last scheduled shift; and the second day of rest will start immediately after midnight of the employee's first day of rest.

16.09 Provided that sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

- 16.10 (a) An employee who is required to change his scheduled shift without receiving at least five (5) days notice in advance of the starting time of such change in his scheduled shift, shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1 ½). Subsequent shifts worked on the revised schedule shall be paid for the straight time rate, subject to the overtime provisions of this Agreement.
- (b) When an employee's shifts are scheduled so that the starting times are less than twenty-four (24) hours apart, the employee shall be paid at the rate of time and one-half (1 ½) for the shift worked that commences less than twenty-four hours after the scheduled starting time of the previous shift.

16.11 Notwithstanding the provisions of clause 16.07, consultation may be held at the local level with a view to establishing shifts that are in excess of seven and one-half (7 ½) hours of work. Such consultation will include all aspects of arrangements of the shift schedules. Application of this clause shall provide that the employees work an average of thirty-seven and one-half (37 ½) hours a week over the life of the schedule, and must meet the operational requirements as determined by the Employer. The maximum life of the schedule shall be six (6) months. Once a mutually acceptable agreement is reached at the local level, the proposed shift schedule will be submitted to the appropriate Component and Employer levels for information purposes only before implementation.

Notwithstanding anything to the contrary contained in this agreement, the implementation

of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

Employees covered by this clause shall be subject to the administrative provisions of Article 17.

ARTICLE 17

ADMINISTRATIVE PROVISIONS FOR HOURS OF WORK

SCHEDULED IN ACCORDANCE WITH

CLAUSES 16.06 OR 16.11

Employees whose shift schedules are established in accordance with clause 16.11 or an employee whose weekly hours of work are approved in accordance with clause 16.06 of Article 16, Hours of Work, shall be subject to the following provisions which modify the Collective Agreement for such employees to the extent specified herein.

Conversion of Days to Hours

The provisions of the Collective Agreement that specify days shall be converted to hours. Where the Collective Agreement refers to a "day" it shall be converted to seven and one-half (7½) hours.

Leave - General

All leave provisions that specify days shall be converted to hours as follows:

-one-half (½) day	- three decimal seven five (3.75) hours
-one (1) day	- seven decimal five zero (7.50) hours
-one and one-quarter (1 ¼) days	- nine decimal three seven five (9.375) hours
-one and two-thirds (1 ⅔) days	- twelve decimal five zero (12.50) hours
-one and eleven/twelve (1 11/12)	-fourteen decimal three seven five (14.375) hours
-two and one-twelfth (2 1/12) days	- fifteen decimal six two five (15.625) hours
-two and one third (2 1/3) days	-seventeen decimal five zero (17.50) hours
-two and one-half (2 ½) days	- eighteen decimal seven five (18.75) hours

Implementation/Termination

Effective the date on which the provisions of this Article apply to an employee the accrued leave credits shall be converted to hours. Effective on the date on which an employee ceases to be subject to the provisions of this Article the accrued credits shall be converted to days

SPECIFIC APPLICATION

For greater certainty the following provisions shall be administered as provided herein:

Interpretation and Definitions

"daily rate of pay" does not apply.

Vacation Leave & Sick Leave

An employee shall earn vacation and sick leave credits at the converted amounts as follows:

- (a) one-half ($\frac{1}{2}$) day = three decimal seven five (3.75) hours
- (b) one (1) day = seven decimal five zero (7.50) hours
- (c) one and one-quarter ($1\frac{1}{4}$) days = nine decimal three seven five (9.375) hours
- (d) one and two-thirds ($1\frac{2}{3}$) days = twelve decimal five zero (12.50) hours
- (e) one and five sixths ($1\frac{5}{6}$) days = thirteen decimal seven five (13.75) hours
- (f) one and eleven/twelve ($1\frac{11}{12}$) = fourteen decimal three seven five (14.375) hours
- (g) two and one-twelfth ($2\frac{1}{12}$) days = fifteen decimal six two five (15.625) hours
- (h) two and one quarter ($2\frac{1}{4}$) days = sixteen decimal eight seven five (16.875) hours
- (i) two and one third ($2\frac{1}{3}$) days =seventeen decimal five zero (17.50) hours
- (j) two and one-half ($2\frac{1}{2}$) days = eighteen decimal seven five (18.75) hours.

Leave will be granted on **an** hourly basis with the hours debited for each day of vacation or sick leave being the same as the hours the employee would normally have been scheduled to work, exclusive of a meal break.

Designated Holidays

Remuneration for Work on a Designated Holiday

- (a) A designated holiday shall be seven and one-half (7 1/2) hours only for the purpose of holiday pay.
- (b) When an employee works on a designated holiday the employee shall be paid in addition to the seven and one-half (7 1/2) hours of holiday pay that he would have been granted had he not worked on the holiday, at the rate of time and one-half (1 1/2) up to his regular scheduled hours of work and double (2) time for all hours worked in excess of his regular scheduled hours;

Meal allowance

- (a) An employee who works three (3) or more hours immediately before or following his normal scheduled hours of work on a designated holiday shall be reimbursed for one (1) meal in the amount of nine dollars and fifty cents (\$9.50).
- (b) An employee who works continuously for four (4) hours or more beyond the period provided in (a) above, on a designated holiday shall be reimbursed for one (1) additional meal in the amount of nine dollars and fifty cents (\$9.50).

Overtime

An employee shall be compensated for overtime work performed:

- (a) in excess of an employee's scheduled hours of work on a scheduled working day in accordance with the overtime provisions;
- (b) on a day of rest in accordance with the overtime provisions.

Pay Administration

The qualifying period for acting pay specified in clause 33.08 shall be converted to hours.

Hours of Work

Clauses 16.03 and 16.07 do not apply.

When an employee works variable hours, exchange of shifts may be permitted in accordance with clause 16.09, however the Employer shall pay as if no exchange had occurred.

ARTICLE 18

OVERTIME

18.01 Overtime credits earned will be recorded on the basis of each completed fifteen (15) minutes.

18.02 An employee who is required to work one-half (1/2) hour or more overtime on a normally scheduled working day, shall receive overtime compensation at time and one half (1 1/2) for the overtime worked by him/her in excess of the hours that constitute the employee's normal work day to a maximum of four (4) hours of overtime and double time (2T) for overtime worked in any continuous period thereafter including continuous hours extending into another day after midnight.

18.03 An employee who is required by the Employer to work on his day of rest is entitled to overtime compensation as follows:

- (a) on his first day of rest at the rate of time and one-half for each of the first seven and one-half (7 1/2) hours of overtime worked by him, and double time for each hour of overtime worked by him thereafter including continuous hours extending into another day after midnight;
- (b) on his second and subsequent days of rest at double time rate for all overtime worked including continuous hours extending into another day after midnight;

provided the days of rest are in **an** unbroken series of consecutive and continuous calendar days of rest and without the requirement of having worked on his first day of rest.

18.04 When the Employer determines that overtime is necessary, the Employer shall make every reasonable effort to allocate overtime work on an equitable basis among readily available qualified employees.

18.05 Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, overtime may be compensated on the equivalent time off with pay. Any compensatory leave credits earned in a fiscal year and not taken by the end of the following fiscal year will be paid in cash at the rate of pay at which the overtime was earned.

- 18.06 (a) An employee given instructions on a previous work day to work overtime on a normal work day at a time which is not contiguous to his work period, shall be paid for the time actually worked at the applicable overtime rate, or a minimum of two (2) hours pay at the straight-time rate, whichever is greater.
- (b) An employee is given instructions before the beginning of his meal break or before the midpoint of his work day, whichever is earlier, to work overtime on that day at a time which is not contiguous to his work period, shall be paid for the time actually worked at the applicable overtime rate, or a minimum of two (2) hours pay at the straight-time rate, whichever is greater.
- (c) An employee given instructions after the beginning of his meal break or after the midpoint of his work day, whichever is earlier, to work overtime on that day at a time which is not contiguous to his work period, shall be paid at the applicable overtime rate, or a minimum of three (3) hours pay at the straight-time rate, whichever is greater.

18.07 (a) An employee who works three (3) or more hours of overtime immediately before

or immediately following his scheduled hours of work shall be reimbursed expenses for one meal in the amount of nine dollars and fifty cents (\$9.50) except where free meals are provided.

- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, he shall be reimbursed for one additional meal in the amount of nine dollars and fifty cents (\$9.50), except where free meals are provided.
 - (c) Reasonable time with pay, to be determined by management, shall be allowed the employee in order that he may take a meal break either at or adjacent to his work place.
 - (d) In order to avoid double payment, the provisions of this clause shall not apply to an employee who is entitled to claim reimbursement for the same meals for any other reason, such as being in travel status.
- 18.08 (a) An employee contacted by telephone, at a location away from his place of work, while on standby or at any other time outside of his working hours, although not required to report to work, is entitled to overtime compensation under sub-clause (b) below for overtime worked by him at or from such a location provided that:
- (i) such overtime work is authorized in advance by the Employer or is in accordance with standard operating instructions;
 - (ii) the employee does not control the duration of the overtime work.
- (b) Such an employee shall be paid the greater of:
- (i) the applicable overtime rate for time actually worked or,
 - (ii) the minimum of two (2) hours pay at the straight time rate of pay, except that this minimum shall apply only the first time that an employee is called and works during a period of eight (8) hours, starting with the first call.

18.09 When an employee is required to report for work and reports for work under the conditions described in clauses 18.03 and 18.06, and is required to use transportation services other than normal public transportation services, he shall be reimbursed for reasonable expenses incurred as follows:

- (a) mileage allowance at the rate normally paid to an employee when authorized to use his automobile when the employee travels by means of his own automobile,
or
- (b) out-of-pocket expenses for other means of commercial transportation.

ARTICLE 19**DESIGNATED HOLIDAYS**

19.01 Subject to clause 19.02, the following days shall be designated as holidays with pay for employees:

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

19.02 An employee who is absent without pay on both his full working day immediately preceding and his full working day immediately following a designated 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 15, Leave for Alliance Business.

19.03 When a day designated as a holiday under clause 19.01 coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following his day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, the day shall count as a holiday and not as a day of leave.

19.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 19.03:

- (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.

Remuneration for Work on a Designated Holiday

19.05 When an employee is required to work on a holiday he shall be paid, in addition to the pay he would have been granted had he not worked on the holiday:

- (a) time and one-half (1 ½) for all hours worked up to a maximum of his normal daily scheduled hours of work, and double (2) time for all hours worked in excess of his normal daily scheduled hours of work,
- or
- (b) upon request, and with the approval of the Employer, an employee may be granted:
 - (i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the designated holiday and pay at time and one-half (1 ½) or double (2) time as the case may be, for all hours worked, in accordance with the provisions of sub-clause 19.05 (a) above. The day of leave with pay at a later date is in lieu of the pay the employee would have been granted had he not worked on the designated holiday.
 - (ii) The Employer shall grant lieu days at times which are mutually acceptable to the employee and the Employer;
 - (iii) Lieu days not granted by the end of the fiscal year in which they are earned may be paid for in cash, or at the request of the employee, carried over into the next fiscal year. All lieu days carried over into the next fiscal year and not granted will be paid for in cash at the end of the year into which they were carried. All lieu days will be paid in cash at the rate of pay at which the lieu time was earned.
 - (c) When an employee works on a holiday, which is not his scheduled day of work, contiguous to a day of rest on which he also worked and received overtime in accordance with clause 18.03, he shall be paid in addition to the pay that he would have been granted had he not worked on the holiday, two (2) times his hourly rate of pay for all hours worked.

19.06 An employee shall be compensated for work on a designated holiday only when he is required in advance by an authorized officer of the Employer to perform work on a designated holiday; it shall be the Employer's responsibility to determine the amount of work to be performed and when the work is to be done.

19.07 When a day that is a designated holiday for an employee falls within a period of leave with pay, the holiday shall not be counted as a day of leave.

- 19.08 (a) An employee who is required to work eleven (11) or more consecutive hours on a designated holiday and does so shall be reimbursed for one (1) meal in the amount of nine dollars and fifty cents (\$9.50).
- (b) An employee who is required to work fifteen (15) or more consecutive hours on a designated holiday and does so, shall be reimbursed, in addition to the meal allowance provided in sub-clause (a) of this clause, for one additional meal in the amount of nine dollars and **fifty** cents (\$9.50).
- (c) The amounts specified in paragraphs (a) **and** (b) of this sub-clause shall not be paid where **free** meals are provided by the Employer.
- (d) Reasonable time with pay, to be determined by the Employer, shall be allowed to the employee in order that he may take a meal break either at or adjacent to his place of work.
- (e) This clause shall not apply to an employee who is in travel status that entitles him to claim for lodging and/or meals.

ARTICLE 20

SEVERANCE PAY

20.01 The rate of pay to be used in the calculation of severance pay shall be the weekly rate of pay to which the employee is entitled for the classification of the employee's substantive position on the date of the termination of the employee's employment.

Lay-off

20.02 An employee who has one (1) year or more of continuous employment and who is laid-off is entitled to be paid severance pay as soon as possible following the time of lay-off.

20.03 In the case of an employee who is laid-off for the first time, the amount of severance pay shall be two (2) weeks' pay for the first complete year and one (1) weeks' pay for each succeeding 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, retiring leave, rehabilitation leave or cash gratuity in lieu thereof by the Public Service, a Federal Crown Corporation, the Canadian Forces or the Royal Canadian Mounted Police.

20.04 In the case of an employee who is laid-off for the second or subsequent time, the amount of severance pay shall be one (1) weeks' pay for each completed year of continuous employment,

less any period in respect of which the employee was granted severance pay under clause 20.03 or severance pay, retiring leave, rehabilitation leave or cash gratuity in lieu thereof by the Public Service, a Federal Crown Corporation, the Canadian Forces or the Royal Canadian Mounted Police.

Resignation

20.05 Subject to sub-clause 20.07, an employee who has ten (10) or more years of continuous employment is entitled to be paid on resignation severance pay equal to the amount obtained by multiplying half (1/2) of his weekly rate of pay by the number of completed years of his continuous employment to a maximum of twenty-six (26) years with a maximum benefit of (13) weeks' pay, less any period in respect of which the employee was granted severance pay, retiring leave, rehabilitation leave or cash gratuity in lieu thereof by the Public Service, a Federal Crown Corporation, the Canadian Forces or the Royal Canadian Mounted Police except that clause 20.05 shall not apply to an employee who resigns to accept employment in the Public Service or a Federal Crown Corporation that accepts the transfer of leave credits.

Rejection on probation

20.06 On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during the probationary period, he is entitled to one week's pay for each year of continuous employment to a maximum of twenty-seven (27) weeks' pay, less any period in respect of which the employee was granted severance pay, retiring leave, rehabilitation leave or cash gratuity in lieu thereof by the Public Service, a Federal Crown Corporation, the Canadian Forces or the Royal Canadian Mounted Police.

Retirement

20.07 On retirement an employee who is entitled, under the *Public Service Superannuation Act*, to either an immediate annuity or to an immediate annual allowance, shall be paid severance pay comprised of one (1) weeks' 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, less any period in respect of which the employee was granted severance pay, retiring leave, rehabilitation leave or cash gratuity in lieu thereof by the Public Service, a Federal Crown Corporation, the Canadian Forces or the Royal Canadian Mounted Police.

Death

20.08 Regardless of any other benefit payable, if an employee dies, there shall be paid to his estate, severance pay comprised of one (1) week's pay for each completed year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365) to a maximum of thirty (30) week's pay, less any period in respect of which the employee was granted severance pay, retiring leave, rehabilitation leave or cash gratuity in lieu thereof by the Public Service, a Federal Crown Corporation, the Canadian Forces or the Royal Canadian Mounted Police.

Incapacity

20.09 An employee released from employment for incapacity shall on termination of his employment be entitled to one (1) week's pay for each complete year of continuous employment to a maximum of twenty-eight (28) weeks' pay, less any period in respect of which the employee was granted severance pay, retiring leave, rehabilitation leave or cash gratuity in lieu thereof by the Public Service, a Federal Crown Corporation, the Canadian Forces or the Royal Canadian Mounted Police.

ARTICLE 21**SHIFT PREMIUMS**Shift Premium

21.01 **An** employee will receive a shift premium of one dollar and seventy-five cents (\$1.75) per hour for all hours worked, including overtime hours worked, on shifts. The shift premium will not be paid for hours worked between 8 a.m. and 4 p.m.

Weekend Premium

21.02 An employee shall be paid an additional weekend premium of one dollar and seventy-five cents (\$1.75) per hour for all regularly scheduled hours at straight-time rates worked on Saturday and/or Sunday.

21.03 An employee who retires, resigns or is laid-off shall be entitled to be compensated for shift and weekend premiums which he has earned but has not received payment.

21.04 If an employee dies, shift and weekend premiums earned but not received by the employee before his death shall be paid to his estate.

ARTICLE 22**REPORTING PAY**

22.01 When an employee is required by the Employer to report for work for prescheduled overtime on a day of rest or a designated holiday, he shall be paid the greater of:

(a) compensation at the applicable overtime rate for time worked,

or

(b) compensation equivalent to four (4) hours' pay at the straight-time rate except that

the minimum of four (4) hours' pay shall apply only the first time that an employee reports for work during a period of eight (8) hours, starting with the employee's first reporting.

22.02 Reporting pay is not different from or additional to overtime compensation but is merely to establish a minimum compensation to be paid in prescribed circumstances.

ARTICLE 23

STANDBY

23.01 Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be compensated at the rate of one-half (1/2) hour for each four (4) hour period or portion thereof for which he has been designated as being on standby duty.

23.02 An employee designated by letter or by list for standby duty shall provide the Employer with the telephone number at which he can be reached. He shall be available during each period of standby at such telephone number and be available to return for duty as quickly as possible if called. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.

23.03 No standby payment shall be granted for any period of standby if an employee is unable to report for duty during that period when he is required to do so.

23.04 An employee on stand-by who is required to report for work shall be paid, in addition to the stand-by pay, the greater of:

- (a) the applicable overtime rate for the time worked, or
- (b) the minimum of four (4) hours' pay at the hourly rate of pay less any minimum payment received pursuant to clause 18.08 of Article 18, except that this minimum shall only apply the first time that an employee is required to report for work during a period of standby of eight (8) hours.

23.05 Payment in accordance with clause 23.04 is not different from or additional to overtime compensation but is merely to establish a minimum compensation to be paid in prescribed circumstances.

23.06 When an employee is recalled to work overtime in the conditions described in clause 18.02 and 18.03 and is required to use transportation services other than normal public transportation services, he shall be reimbursed for reasonable expenses incurred as follows:

- (a) mileage allowance at the rate normally paid to an employee when authorized to use his automobile when the employee travels by means of his own automobile,
or
- (b) out-of-pocket expenses for other means of commercial transportation.

23.07 At the request of an employee and subject to the Employer's discretion, compensation for standby may be given by granting equivalent time off in lieu of a cash payment. If such time off cannot be granted within the quarter in which it is earned then cash payment will be made.

ARTICLE 24

CALL-BACK

24.01 When an employee is called back to work without prior notice

- (a) on a designated holiday that is not his scheduled day of work,
- (b) on his day of rest,

or

- (c) after he has completed his work for the day and has left his place of work

and

returns to work, he shall be entitled to the greater of:

- (i) the minimum of three (3) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours pay in an eight (8) hour period. Such maximum shall include any minimum payment received pursuant to clause 18.08 of Article 18 (Overtime),

or

- (ii) compensation at the applicable overtime rate for time worked

provided that the period worked by the employee is not contiguous to the employee's normal hours of work;

24.02 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than his normal place of work, time spent by the employee reporting to work or returning to his residence shall not constitute time worked.

24.03 Call-back pay is not different from or additional to overtime compensation, it merely establishes a minimum amount to be paid in prescribed circumstances.

24.04 When an employee is called back to perform work described in clause 24.01 and is required to use transportation services other than normal public transportation services, he shall be reimbursed for reasonable expenses incurred as follows:

- (a) mileage allowance at the rate normally paid to an employee when authorized to use his own automobile when the employee travels by means of his automobile,
or
- (b) out-of-pocket expenses for other means of commercial transportation.

ARTICLE 25

NO PYRAMIDING OF PAYMENTS

25.01 Payments under Article 19 (Designated Holidays), Article 18 (Overtime), Article 24 (Call-Back), Article 23 (Standby) and Article 22 (Reporting Pay) shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

ARTICLE 26

TRAVEL TIME

26.01 For the purpose of this Agreement, traveling time is compensated only in the circumstances and to the extent provided for in this Article.

26.02 When an employee travels through more than one (1) time zone, computation will be made as if the employee had remained in the time zone of the point of origin for continuous travel and in the time zone of each point of overnight stay after the first day of travel.

26.03 When an employee is required to travel outside of his headquarters area on government business, as these expressions are defined by the Employer, the time ~~of~~ departure and means of such travel shall be determined by the Employer. The employee shall be compensated for travel time in accordance with clauses 26.04 and 26.05. The provisions of this Article do not apply to an employee during his stay at an intermediate or final destination except that traveling time shall include time necessarily spent at each stop-over en route provided that such stop-over is not longer than three (3) hours.

26.04 For the purposes of this Article, the traveling 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 his destination, and upon his return, directly back to his residence or work place;
- (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 traveling time shall not exceed that which would have been payable under the Employer's original determination.

26.05 If an employee is require to travel as set forth in clauses 26.03 and 26.04:

- (a) On a normal working day on which the employee travels but does not work, the employee shall be paid:
 - (i) at the employee's straight-timerate of pay for the first seven and one-half (7 ½) hours traveled (minimum - the employee's daily rate of pay);
 - (ii) at time and one-half (1 ½) the employee's straight-timerate for all hours traveled in excess of seven and one-half (7 ½) hours.
- (b) On a normal working day on which the employee travels and works, the employee shall be paid:
 - (i) his regular pay for the day for a combined period of travel and work not exceeding seven and one-half (7 ½) hours,

and

 - (ii) at time and one-half (1 ½) the employee's straight-timerate for additional travel in excess of seven and one-half (7 ½) hours of work and travel.
- (c) on a day of rest or a designated holiday, the employee shall be paid at the applicable overtime rate for hours traveled to a maximum of twelve (12) hours pay at the straight-timerate of pay.

26.06 Travel time shall be compensated in cash except where, upon request of **an** employee and with the approval of the Employer, travel time may be compensated in the equivalent time off with pay. Any compensatory leave credits earned in a fiscal year and not taken by the end of the following fiscal year will be paid in cash at the rate of pay at which the overtime was earned.

26.07 Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars to which an employee is sent for the purpose of career development, unless the employee is required to attend by the Employer.

26.08 This Article does not apply to **an** employee required to perform work in any type of transport in which he is traveling. In such circumstances, the employee shall receive the greater of:

- (a) on a normal working day, his regular pay for the day, or
- (b) pay for actual hours worked in accordance with the articles of this Agreement.

26.09 All calculations for traveling time shall be based on each completed fifteen (15) minutes.

ARTICLE 27

PART-TIME EMPLOYMENT

27.01 Employees whose normal scheduled hours of work are less than thirty-seven and one-half (37 ½) per week shall be entitled to benefits in the same proportion as their weekly hours of work compare with the scheduled hours of work of full time employees, except that:

- (a) such employees shall be paid at the hourly rate of pay for all hours of work performed up to seven and one-half (7 ½) hours in a day or thirty-seven and one-half (37 ½) hours in a week, or at the hourly rate of pay for all hours of work that may be prescribed in accordance with Article 16; and
- (b) for all hours of work performed in excess of those defined in 27.01 (a) above or on a designated paid holiday at the rates of pay prescribed for those situations in the applicable articles of this agreement.

27.02 Part-time employees shall be entitled to leave credits in the same proportion as their weekly hours of work compare with the normal scheduled weekly hours of work of a full-time employee.

27.03 Leave will be granted during those periods in which the employees are scheduled to perform their duties or where it may displace other leave prescribed by this Agreement.

27.04 The days of rest provisions of this agreement apply only in a week when the employee has worked five(5) days and thirty-seven and one-half (37 ½) hours in a week.

27.05 Notwithstanding the provisions of Article 20, Severance Pay, an employee whose continuous employment is a combination of both full-time and part-time continuous employment shall, for the purpose of Severance Pay, have those completed years of part-time continuous employment reduced in the same proportion as the part-time weekly hours of work compare with the normal scheduled weekly hours of work of full-time employees. For such an employee who, on the date of termination of his employment, is a part-time employee, the weekly rate of pay referred to in Article 20 shall be the weekly rate of pay of the employee's substantive position on termination, adjusted to the full-time weekly rate.

ARTICLE 28

WORK DESCRIPTIONS

28.01 Upon written request to his immediate supervisor or designate, an employee shall be provided with a current statement of the duties and responsibilities of his position including the classification level and the point value.

ARTICLE 29

EMPLOYEE FILES

29.01 Upon written request of an employee, the personnel file of that employee shall be made available once per year for his examination, in the presence of an authorized representative of the Employer; on the request of the employee, a representative of the bargaining agent may be present.

29.02 Where a report pertaining to an employee's performance or conduct is placed on the employee's personnel file, the employee concerned shall be given an opportunity to sign the report in question to indicate that its contents have been read.

ARTICLE 30

JOB SECURITY

30.01 The Employer shall make every reasonable effort to ensure that any reduction in the work force will be accomplished through attrition.

ARTICLE 31

PRECEDENCE OF LEGISLATION AND THE COLLECTIVE AGREEMENT

31.01 In the event that any law passed by Parliament, applying to employees covered by this Agreement, renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

ARTICLE 32

AGREEMENT REOPENER

32.01 This Agreement may be amended by mutual consent.

ARTICLE 33

PAY ADMINISTRATION

33.01 Except as provided in the remaining clauses of this Article, the terms and conditions

governing the application of pay to employees are not affected by this Agreement

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

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

or

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

33.03 Where a salary increment and a salary revision are affected on the same date, the salary increment shall be applied first and the resulting rate shall be revised in accordance with the salary revision.

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

33.05 Payment Following the Death of an Employee

- (a) When an employee dies, the Employer shall pay to the estate of that employee the amount of pay that he would have received but for his death for the period from the date of his death to the end of the month in which his death occurred, provided that the employee has been continuously employed in the Public Service for at least one (1) year.
- (b) Any previous overpayment of salary to the deceased employee or any debt owing by him to the Employer may be recovered from this payment.

33.06 Retroactivity

Overtime pay which has been paid to an employee during the period covered by the retroactive general salary increases (Appendix A of this Agreement) will be recomputed and the difference between the amount paid on the previous salary scales and the amount payable on the new salary scales will be paid to the employee

33.07 The rates of pay set forth in Appendix "A" shall become effective on the dates specified therein and shall be applied in accordance with the Retroactive Remuneration Directives in effect on the date of signing of the collective agreement.

33.08 Acting Pay

When in accordance with written instructions from his immediate supervisor, or

designate, an employee is required to substantially perform the duties of a higher classified position than the one held by him for a temporary period and performs those duties as outlined in accordance with the grid below, the employee shall be entitled to receive acting pay for that temporary period calculated in the same manner as if he had been appointed to that higher position from the date on which he commenced to act. When a designated paid holiday occurs during a qualifying period such holiday shall be considered as a day worked for the purpose of determining the qualifying period and entitlement to acting pay.

AS, CS, CP	five (5) workingdays
ENG	four (4) working days
CTO, CST, DD, PY	two (2) working days
CR, DA/PRO	one (1) working day
RT, CSS	one (1) working day

****ARTICLE 34**

DURATION

- ** 34.01 This Collective Agreement, resulting from this arbitral award will expire February 9, 2002;
- ** 34.02 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date of this award.

ARTICLE 35

MEMBERSHIP FEES

35.01 The employer shall reimburse an employee for his payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement for the continuation of the performance of the duties of his position.

ARTICLE 36

PUBLICATIONS AND AUTHORSHIP

- 36.01 The employer agrees to continue the present practice of ensuring that employees have ready access to all publications considered necessary to their work by the

employer.

- 36.02 The employer agrees that original articles, professional and technical papers prepared by an employee, within the scope of his or her employment, will be retained on appropriate departmental files for the normal life of such files. The employer, at its discretion, may grant permission for publication of original articles, or professional and technical papers in the professional media. At the employer's discretion, recognition of authorship will be given, where practicable, in departmental publications.
- 36.03 When an employee acts as the sole or joint author or editor of an original publication, his or her authorship or editorship shall normally be shown on the title page of such publication.
- 36.04
- (a) The employer may suggest revisions to material and may withhold approval to publish an employee's publication.
 - (b) When approval for publication is withheld, the author(s) shall be informed.
 - (c) Where the employer wishes to make changes in material submitted for publication with which the author does not agree, the employee shall not be credited publicly if he or she so requests.

****APPENDIX B**

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMUNICATIONS SECURITY ESTABLISHMENT

(HEREAFTER CALLED THE EMPLOYER)

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

IN RESPECT OF

THE COMPUTER SYSTEMS ADMINISTRATION

AND ENGINEER GROUPS

Preamble

In an effort to resolve retention problems, the Employer will provide an Allowance to incumbents of positions classified at CS-1 through CS-5 levels and EN-3 through EN-6 levels for the performance of duties in their Groups.

Application

1. The parties agree that incumbents of positions identified above shall be eligible to receive a "Terminable Allowance" in the following amounts and subject to the following conditions:
 - (a) An allowance will be paid in accordance with the following grid:

TERMINABLE RETENTION ALLOWANCE

Level	First payment 01-Jun-01 (in respect of Feb 3 to Jun 1)	Mid payment 01-Sep-01 (in respect of Jun 2 to Sept 1)	Last Payment 02-Feb-02 (in respect of Sept 2 to Feb 2)	Total
CS-1	\$659.	\$329.	\$1,512.	\$2500.
CS-2	\$884.	\$442.	\$3,674.	\$5,000.
CS-3	\$1,214.	\$607.	\$7,646	\$9467.
CS-4	\$1,378.	\$689	\$9,253	\$11,320.
CS-5	\$1,573.	\$787	\$11,478.	\$13,838.

TERMINABLE RETENTION ALLOWANCE

Level	First payment 01-Jun-01 (in respect of Feb 3 to Jun 1)	Mid payment 01-Sep-01 (in respect of Jun 2 to Sept 1)	Last Payment 02-Feb-02 (in respect of Sept 2 to Feb 2)	Total
EN-2	\$840	\$420	—	
EN-3	\$1,040	\$520	\$4,440.	\$6,000.
EN-4	\$1,364	\$682	\$8,370	\$10,416.
EN-5	\$1,472	\$736	\$9,701.	\$11,909.
EN-6	\$1,672	\$836	\$11,205	\$13,713.

- (b) All employees in the bargaining unit, who are incumbents of positions classified at the EN-3 through EN-6 and CS-1 through CS-5 levels, shall be paid a Terminable Retention Allowance as indicated in the grid in 1 (a) for each period prior to the indicated dates for which they were in receipt of pay. Should an employee not be in receipt of pay for an entire qualifying period, the Allowance shall be proportionate to the time the employee was in receipt of pay to the time the employee was not on receipt of pay for such period.
- (c) The Terminable Retention Allowance specified above does not form part of an employee's salary.
- (d) The allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.

- (e) Subject to (f) below, the amount of the Terminable Retention Allowance payable is that amount specified in 1(a) for the level of the employee's substantive position.
 - (f) When an employee is required by the Employer to perform the duties of a position with a higher classification level in accordance with clause 33.08 for four (4) months or more, the Terminable Retention Allowance payable shall be proportionate to the time at each level. Where the requirement to perform the duties of a position of a higher classification level is for less than four (4) months such employee will continue to receive the Allowance for the level of his substantive position.
2. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.
 3. This Memorandum of Understanding expires on February 9, 2002.

C-1

APPENDIX C

MEMORANDUM OF AGREEMENT

BETWEEN

THE COMMUNICATIONS SECURITY ESTABLISHMENT

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

Self-Funded Leave Plan

Policy

Subject to prior approval, employees may be eligible for Self-Funded Leave up to one year.

Definition

Self-Funded Leave (SFL) is defined as an authorized period of Leave Without Pay of not less than 6 consecutive months that is to commence immediately after a period not exceeding 6 years after the date on which the earnings deferrals for the leave of absence commence.

Prior to period of leave, the employee deposits monies with a mutually agreed SFL custodian (financial institution) which will serve to support him/her during the period of leave.

With the exception of the Conflict of Interest Guidelines and the CSE Security Guidelines, the employer places no restrictions on the activities of the employee wishes to pursue during the leave. A commitment from the employee to return to work for a period equal to the leave of absence granted is required. His/her position is guaranteed upon return from leave.

Eligibility

All indeterminate staff who have completed their probationary period are eligible to apply.

Approval

Approval of participation on the SFL program is based upon operation requirements.

Procedures

1. Employee initiates application for SFL, including salary deduction arrangements, providing as much advance notice as possible but not less than eighteen (18) months prior to the period of leave in question. Applications received involving shorter notice periods may be considered in the light of operational requirements.

Note: Salary deduction arrangement may be amended by mutual agreement in writing, provided such requests are received for approval three (3) months prior to the date for which the change is being requested but not later than six (6) months prior to the leave start date.

2. Application is reviewed by authorized manager and approved if it meets the conditions stipulated in this document.
3. Copy of the approved application is forwarded to the CSE Pay & Benefits Unit and to the selected Financial Institution.
4. CSE Pay & Benefits Unit prepares necessary pay action and notifies pay office.
5. The Financial Institution selected by the employee establishes an employee trust account. Pay Office deducts and transfers funds to the appropriate account.

Note: It is agreed that access to this account prior to the maturity of the Trust agreement may not only be allowed with the written approval of the authorized manager and the employee concerned.

6. Accrued interest should be reported by the Financial Institution to the employee.
7. On maturity of the individual trust agreement, monies are released to an account accessible by the employee, without additional involvement of the employer.

Note: No monies may be payable to the employee on a date which would be later than the end of the first year that commences after the end of the deferral period.

Taxation

1. It is understood that income tax deductions will not apply to the portion of salary being deferred into the SFL account.
2. It is understood that a source deduction will be made by the financial institution involved for income tax and other statutory deductions, in accordance with Section 153 of the Income Tax Act, upon release of the funds to the employee. The principal portion of such funds shall be deemed as wages.
3. It is the employee's responsibility to obtain the relevant tax interpretation bulletins as they affect his own situation.

The employer is not expected to provide tax advice. The employee should be cognizant of all tax issues pertaining to his participation in the SFL.

Withdrawal/Deferral

1. An employee may withdraw from the plan no later than six months prior to the planned leave date by giving written notice to the employer. Withdrawal upon shorter notice will require employer consent.
2. Where an employee who is participant in the plan is identifies as being redundant. the withdrawal notice period shall be waived and the employee shall have free access to the accumulated fund. Should an employee die or be placed on Long Term Disability prior to going on leave or is otherwise terminated. the withdrawal notice period shall be waived and the estate or employee shall have immediate access to the accumulated fund.
3. Withdrawal from the program may entail **an** additional tax burden for the employee. The employee may on one occasion only, request that the leave be advanced or delayed where this will avoid the need to withdraw from the program. Management will make every reasonable effort, based upon operational feasibility, to accommodate the employee's request.
4. Given the financial liabilities that an employee would incur if called back while on self-funded leave, the employer will exhaust all other available options prior to recalling the employee.
5. Due to significant unforeseen operational circumstances beyond the employer's control and where no other feasible option exists, a participating employee's period of leave may be postponed up to six (**6**) months at the employer's request.
6. Since termination of employment would require withdrawal from the Self-Funded leave program, participating employees will be responsible for the financial implications of such termination.

Funding

1. Employees fund the leave by authorizing the withholding of a portion of their basic salary, up to a minimum of thirty three and one-third percent ($33\frac{1}{3}\%$), for deposit into a trust fund, on an ongoing basis, prior to the leave period.

Basic salary means a participating employee's regular salary including any retroactive pay adjustments but does not include overtime or any other special payments, e.g., allowances, differentials, lump-sum payments. Employee benefits deductions will continue to be made on the full amount of earnings in the period during which the employee's salary is being deferred.

The employee will be responsible for payment of all employee benefits while on leave as well as the applicable employer's share of superannuation and certain other benefit plans.

Note: The employee may not be in receipt of salary, allowance or tuition reimbursement from the employer while on Self-Funded Leave. (Reference: 1(a)(iii) Part LXVIII of the Income Tax Regulations)

2. As participation in the SFL program will have significant impact on employee benefits, costs and taxation, it is strongly recommended that the employee consult with the pay and benefits section prior to making formal application for SFL.

Costs incurred by the Employer

1. Costs of administration: paperwork, enquiries, handling, etc.
2. Employer share of CPP premiums during the leave period.

Benefits to Employees

- The period of leave counts as pensionable service and employee's position is guaranteed on his/her return to work.
- In the event that an employee participating in SFL be declared surplus prior to or on return from leave, the Workforce Adjustment Policy would apply and such an employee would be considered for new vacancies and retrained and redeployed accordingly.
- As deposits with a financial institution are subject to tax deferral, the reduction in take home pay could be considerably smaller than the deposit itself, based of course on the employer's tax bracket.

The employer and the Public Service Alliance of Canada agree that the provisions of this plan shall form part of the Collective Agreement and is subject to any modifications made to the Income Tax and Regulations.

MEMORANDUM OF AGREEMENT
BETWEEN
THE COMMUNICATIONS SECURITY ESTABLISHMENT
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA

Banked Time

At the request of an employee and with the prior approval of management, an employee may elect to work in excess of the normal hours of work as specified in clause 16.01 and accumulate these extra hours on a straight-time basis to a maximum of thirty seven and one-half (37 ½) hours as banked time credits to be taken as time off. Such accumulation of extra hours shall be on productive work and worked in minimum thirty (30) minute periods.

Accumulated banked time credits will be as time off with pay at times agreed to by the employee and management. The time off may be taken on a casual or on a prearranged schedule covering two (2), three (3) or four (4) calendar weeks. The maximum amount of banked time credits to be taken at any one time may not exceed three (3) consecutive days.

An employee shall be required to accumulate sufficient banked time credits prior to taking time off pursuant to sub-clause 12.06. There will be no administrative advance of credits. Banked time shall not be converted to payment in cash at any time.

Reporting and reconciliation of extra hours worked and subsequent paid time off shall be agreed between the employee and management.

SIGNED AT OTTAWA, this day of the month of

THE COMMUNICATIONS
SECURITY ESTABLISHMENT

Keith Coulter

Ann Dufour

THE PUBLIC SERVICE
ALLIANCE OF CANADA

John Baglow

John Sullivan

Potential for CSE AS CP as compared to Table 1
offer including harmonization with AS, IS and PM groups

Pay increments are 3.2%, 2.8% and 2.5%

<i>AS-01 as CSE</i>				
Current	\$36,676	\$38,075	\$39,463	\$40,852
01-Feb-01	\$37,850	\$39,293	\$40,726	\$42,159
Back Pay	\$1,174	\$1,218	\$1,263	\$1,307
01-Feb-02	\$38,909	\$40,394	\$41,866	\$43,340

<i>AS-02 as CSE</i>			
Current	\$40,821	\$42,384	\$43,945
01-Feb-01	\$42,127	\$43,740	\$45,351
Back Pay	\$1,306	\$1,356	\$1,406
01-Feb-02	\$43,307	\$44,965	\$46,621

<i>AS-03 as CSE</i>			
Current	\$43,455	\$45,073	\$46,683
01-Feb-01	\$44,846	\$46,515	\$48,177
Back Pay	\$1,391	\$1,442	\$1,494
01-Feb-02	\$46,101	\$47,818	\$49,526

<i>CP-01 at CSE</i>				
Current	\$46,929	\$48,571	\$50,272	\$52,031
01-Feb-01	\$48,431	\$50,125	\$51,881	\$53,696
Back Pay	\$1,502	\$1,554	\$1,609	\$1,665
01-Feb-02	\$49,787	\$51,529	\$53,333	\$55,199

<i>AS-04 as CSE</i>			
Current	\$46,895	\$48,588	\$50,291
01-Feb-01	\$48,396	\$50,143	\$51,900
Back Pay	\$1,501	\$1,555	\$1,609
01-Feb-02	\$49,751	\$51,547	\$53,354

<i>AS-01 at Table 1</i>				
Current	\$35,594	\$36,950	\$38,299	\$39,649
21-Jun-00	\$36,733	\$38,132	\$39,525	\$40,918
HRMZ	\$37,358	\$38,778	\$40,252	\$41,782
21-Jun-01	\$38,404	\$39,864	\$41,379	\$42,952
Back Pay	\$2,810	\$2,914	\$3,080	\$3,303
21-Jun-02	\$39,364	\$40,860	\$42,414	\$44,026

<i>AS-02 at Table 1</i>			
Current	\$39,618	\$41,133	\$42,650
21-Jun-00	\$40,886	\$42,449	\$44,015
HRMZ	\$41,627	\$43,209	\$44,851
21-Jun-01	\$42,793	\$44,419	\$46,107
Back Pay	\$3,175	\$3,286	\$3,457
21-Jun-02	\$43,862	\$45,529	\$47,259

<i>AS-03 at Table 1</i>			
Current	\$42,178	\$43,745	\$45,307
21-Jun-00	\$43,528	\$45,145	\$46,757
HRMZ	\$44,619	\$46,315	\$48,075
21-Jun-01	\$45,868	\$47,612	\$49,421
Back Pay	\$3,690	\$3,867	\$4,114
21-Jun-02	\$47,015	\$48,802	\$50,657

<i>AS-04 at Table 1</i>			
Current	\$45,512	\$47,155	\$48,808
21-Jun-00	\$46,968	\$48,664	\$50,370
HRMZ	\$48,740	\$50,592	\$52,666
21-Jun-01	\$50,105	\$52,009	\$54,141
Back Pay	\$4,593	\$4,854	\$5,333
21-Jun-02	\$51,357	\$53,309	\$55,494

<i>PM-04 at Table 1</i>			
Current	\$46,865	\$48,765	\$50,670
21-Jun-00	\$48,365	\$50,325	\$52,291
HRMZ	\$48,740	\$50,592	\$52,666
21-Jun-01	\$50,105	\$52,009	\$54,141
Back Pay	\$3,240	\$3,244	\$3,471
21-Jun-02	\$51,357	\$53,309	\$55,494

Potential for CSE AS CP as compared to Table 1
offer including harmonization with AS, IS and PM groups

Pay increments are 3.2%, 2.8% and 2.5%

CP-02 at CSE				
Current	\$52,090	\$53,912	\$55,801	\$57,753
01-Feb-01	\$53,757	\$55,637	\$57,587	\$59,601
Back Pay	\$1,667	\$1,725	\$1,786	\$1,848
01-Feb-02	\$55,262	\$57,195	\$59,199	\$61,270

AS-05 at CSE				
Current	\$54,732	\$55,638	\$57,623	
01-Feb-01	\$56,483	\$57,418	\$59,467	
Back Pay	\$1,751	\$1,780	\$1,844	
01-Feb-02	\$58,065	\$59,026	\$61,132	

AS-05 at Table 1				
Current	\$53,122	\$55,078	\$57,045	
21-Jun-00	\$54,822	\$56,840	\$58,870	
HRMZ	\$58,188	\$60,399	\$62,909	
21-Jun-01	\$59,817	\$62,090	\$64,670	
Back Pay	\$6,695	\$7,012	\$7,625	
21-Jun-02	\$61,313	\$63,642	\$66,287	

PM-05 at Table 1				
Current	\$56,020	\$58,305	\$60,595	
21-Jun-00	\$57,813	\$60,171	\$62,534	
HRMZ	\$58,188	\$60,399	\$62,909	
21-Jun-01	\$59,817	\$62,090	\$64,670	
Back Pay	\$3,797	\$3,785	\$4,075	
21-Jun-02	\$61,313	\$63,642	\$66,287	

CP-03 at CSE				
Current	\$57,823	\$59,845	\$61,942	\$64,108
01-Feb-01	\$59,673	\$61,760	\$63,924	\$66,159
Back Pay	\$1,850	\$1,915	\$1,982	\$2,051
01-Feb-02	\$61,344	\$63,489	\$65,714	\$68,012

AS-06 at CSE				
Current	\$63,666	\$66,049	\$68,423	
01-Feb-01	\$65,703	\$68,163	\$70,613	
Back Pay	\$2,037	\$2,114	\$2,190	
01-Feb-02	\$67,543	\$70,071	\$72,590	

AS-06 at Table 1				
Current	\$61,792	\$64,101	\$66,407	
21-Jun-00	\$63,769	\$66,152	\$68,532	
HRMZ	\$64,813	\$67,276	\$69,920	
21-Jun-01	\$66,628	\$69,160	\$71,878	
Back Pay	\$4,836	\$5,059	\$5,471	
21-Jun-02	\$68,293	\$70,889	\$73,675	

PM-06 at Table 1				
Current	\$65,746	\$68,454	\$71,160	
21-Jun-00	\$67,850	\$70,645	\$73,437	
HRMZ	\$68,225	\$70,818	\$73,509	
21-Jun-01	\$70,135	\$72,801	\$75,567	
Back Pay	\$4,389	\$4,347	\$4,407	
21-Jun-02	\$71,889	\$74,621	\$77,456	

CP-04 at CSE				
Current	\$64,184	\$66,429	\$68,754	\$71,160
01-Feb-01	\$66,238	\$68,555	\$70,954	\$73,437
Back Pay	\$2,054	\$2,126	\$2,200	\$2,277
01-Feb-02	\$68,093	\$70,474	\$72,941	\$75,493

AS-07 at CSE				
Current	\$71,659	\$74,522	\$77,508	
01-Feb-01	\$73,952	\$76,907	\$79,988	
Back Pay	\$2,293	\$2,385	\$2,480	
01-Feb-02	\$76,023	\$79,060	\$82,228	

AS-07 at Table 1				
Current	\$64,629	TO	\$75,225	
21-Jun-00	\$66,697		\$77,632	
HRMZ	\$68,225		\$78,007	
21-Jun-01	\$70,135		\$80,191	
Back Pay	\$5,506		\$4,966	
21-Jun-02	\$71,889		\$82,196	

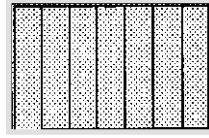
PM-07 at Table 1				
Current	\$65,398	TO	\$79,983	
21-Jun-00	\$67,491		\$82,542	
HRMZ	\$70,445		\$82,917	
21-Jun-01	\$72,417		\$85,239	
Back Pay	\$7,019		\$5,256	
21-Jun-02	\$74,228		\$87,370	

CP-05 at CSE				
Current	\$71,242	\$73,735	\$76,315	\$78,987
01-Feb-01	\$73,522	\$76,095	\$78,757	\$81,515
Back Pay	\$2,280	\$2,360	\$2,442	\$2,528
01-Feb-02	\$75,580	\$78,225	\$80,962	\$83,797

CP-06 at CSE				
Current	\$79,079	\$81,846	\$84,711	\$87,675
01-Feb-01	\$81,610	\$84,465	\$87,422	\$90,481
Back Pay	\$2,531	\$2,619	\$2,711	\$2,806
01-Feb-02	\$83,895	\$86,830	\$89,870	\$93,014

AS-08 at Table 1				
Current	\$65,398	TO	\$79,983	
21-Jun-00	\$67,491		\$82,542	
HRMZ	\$70,445		\$82,917	
21-Jun-01	\$72,417		\$85,239	
Back Pay	\$7,019		\$5,256	
21-Jun-02	\$74,228		\$87,370	

Potential for CSE AS CP as compared to Table 1
offer including harmonization with AS, IS and PM groups



Potential for CSE AS CP as compared to Table 1
offer including harmonization with AS, IS and PM groups

\$78,007
\$80,191
\$80,191
\$82,196