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Secrétariat

Secrétariat du Conseil du Trésor  
du Canada

# **Agreement Between the Treasury Board and the Canadian Air Traffic Control Association (CATCA) Unifor Local 5454**

**Group: Air Traffic Control  
(All employees)**

**Expiry Date: June 30, 2022**

**This Agreement covers the following Classifications.**

<b>Code</b>	<b>Classification</b>
402	Air Traffic Control (AI)

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## **Part I: General**

### **Article 1: purpose**

**1.01** The purpose of this agreement is to maintain harmonious relationships between the Employer, the Union and the employees and to set forth certain terms and conditions of employment affecting employees covered by this agreement.

**1.02** The parties to this agreement share a desire to contribute toward the improvement of aviation safety and to advance the well-being of its employees so as to promote the safe provision of air traffic control services to the public.

### **Article 2: definitions**

Unless specified elsewhere in this agreement, the following definitions will apply throughout this agreement:

“**designated holiday**” means the twenty-four (24) hour period commencing at 00:00 hours of a day designated as a holiday in this agreement (jours fériés désignés).

“**employee**” means a person so defined in the *Federal Public Sector Labour Relations Act*, and who is a member of the Air Traffic Control bargaining unit (employé).

“**Employer**” means Her Majesty in right of Canada as represented by the Treasury Board, and includes any person authorized to exercise the authority of the Treasury Board (Employeur).

“**normal pay**” means compensation for the performance of duties of a position including Supervisory Differential, but exclusive of allowances, special remuneration, overtime, other compensation, and other gratuities (rémunération normale).

“**straight-time rate**” means an employee’s weekly rate of pay divided by thirty-seven decimal five (37.5) (taux horaire normal).

“**the Union**” means CATCA Unifor Local 5454 (syndicat).

“**weekly rate of pay**” means an employee’s annual normal pay divided by 52.176 (taux de rémunération hebdomadaire).

### **Article 3: management rights**

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

**Article 4: state security**

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

**Article 5: precedence**

**5.01** Where there is a conflict between this collective agreement and any regulation or directive, except as provided under section 113 of the *Federal Public Sector Labour Relations Act*, this agreement shall take precedence over said regulation or directive.

**Article 6: no discrimination**

**6.01** The parties agree that there shall be no discrimination exercised or practised with respect to an employee by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, a conviction for which a pardon has been granted, or membership or activity in the Union.



## **Part II: labour relations matters**

### **Article 7: recognition and employee representatives**

**7.01** The Employer recognizes the CATCA Unifor Local 5454 as the exclusive bargaining agent for all employees in the bargaining unit as defined in the certificate issued by the former Public Service Staff Relations Board on the twenty-eighth (28th) day of November 1967 amended on the seventh (7th) day of June 1999 on the twenty-sixth (26th) day of August 2005 and amended again on the thirtieth (30th) day of January 2014.

**7.02** The Union shall notify the Employer promptly and in writing of the names of its representatives, the respective dates of their appointment and the names, if any, of those representatives who are being replaced or discontinued.

**7.03** The Employer acknowledges the right of the Union to appoint employees as stewards. The Union and Employer jointly shall determine the jurisdiction of the steward having regard to the plan of organization, the disbursement of employees at the workplace, and the administrative structure implied in the grievance procedure.

**7.04** The Union recognizes that employees who are representatives of the Union have regular duties to perform in connection with their work for the Employer.

**7.05** A steward shall obtain the permission of his or her immediate supervisor before leaving his or her work to investigate complaints or grievances of an urgent nature, to meet with local management for the purpose of dealing with these matters and to attend meetings called by management. Such permission shall not be unreasonably withheld. The steward shall report back to his or her supervisor before resuming his or her normal duties.

### **Article 8: check-off**

**8.01** Subject to the provisions of this article, the Employer will, as a condition of employment, deduct Union membership dues from the monthly pay of all employees in the bargaining unit.

**8.02** The provisions of clause 8.01 will be applied effective the first (1st) of the month following the signing of this agreement and the deductions from the pay for each employee in respect of each month will start with the first (1st) full month of employment. Where an employee does not have sufficient earnings in respect of any month to permit deduction the Employer shall not be obliged to make such deduction from subsequent salary.

**8.03** The amounts deducted in accordance with clause 8.01 shall be remitted by electronic payment to CATCA Unifor Local 5454 within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the amount of the deduction made on behalf of each employee.

**8.04** The Employer shall provide a voluntary revocable check-off of premiums payable on health and sickness, and life insurance plans provided by the Union for its members on the basis of production of appropriate documentation, provided that the amounts so deducted are combined with Union dues in a single monthly deduction.

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

**8.06** If a general revision in the amount of membership dues is to be made during the term of the agreement, the Union agrees to notify the Employer in writing at least sixty (60) days prior to the effective date of such revision.

**8.07** No employee organization, as defined in section 2 of the *Federal Public Sector Labour Relations Act*, other than the Union, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.

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

## **Article 9: grievance procedure**

**9.01** Employee complaints or grievances will be dealt with in accordance with the procedure set forth in this article.

### **9.02 Definitions**

- a. **Days:** All “days” referred to in this procedure are calendar days exclusive of Saturdays, Sundays and designated holidays.
- b. **Immediate supervisor:** The “immediate supervisor” is the supervisor who has been specified by the department to deal with a complaint from employees in his or her work area, and to receive written grievances and process them to the appropriate step in the procedure.
- c. **Management representative:** The “management representative” is the officer identified by the Employer as an authorized representative whose decision constitutes a step in the grievance procedure.

### **9.03 Right to present grievances**

Subject to and as provided in section 208 of the *Federal Public Sector Labour Relations Act*, an employee who feels that he or she has been treated unjustly or considers himself or herself aggrieved by any action or lack of action by the Employer in matters other than those which are dealt within the classification grievance process is entitled to present a grievance in accordance with the procedure provided by this article except that:

- a. where there is another administrative procedure provided in or under any act of Parliament to deal with an employee's specific complaint such procedures must be followed,  
and
- b. where the grievance relates to the interpretation or application of this collective agreement or an arbitral award relating thereto the employee is not entitled to present the grievance unless the employee has the approval of and is represented by the Union.

A grievance must be presented not later than twenty-five (25) days from the day on which the employee was notified or informed of the decision or circumstance that is the subject of his or her grievance.

### **9.04 Representation**

An employee may be assisted and/or represented by an authorized representative of the Union when presenting a grievance at any step. Such representative may meet with the Employer to discuss a grievance at each or any step of the grievance procedure.

### **9.05 Procedure**

**Complaints:** An employee who has a complaint should attempt to resolve the same through discussion with his or her immediate supervisor.

### **9.06 Step One**

An employee may present his or her grievance in writing to his or her immediate supervisor within the twenty-five (25) day period referred to in clause 9.03 above. The immediate supervisor shall sign the form indicating the time and date received. A receipted copy will be returned to the employee and a copy forwarded to the management representative authorized to make a decision at Step One. The management representative shall give the decision as quickly as possible and not later than fifteen (15) days after the day on which the grievance was presented. The decision will be in writing and a copy will be returned, through the immediate supervisor, to the employee.

### **9.07 Step Two**

If a decision in Step One is not acceptable to the employee, he or she may, not later than ten (10) days after receipt of the decision in Step One, or if no decision was received, not later than fifteen (15) days after the last day on which he or she was entitled to receive a decision, present the written grievance to his or her immediate supervisor who will sign it indicating the time and date received. A receipted copy will be returned to the employee and a copy forwarded to the management representative authorized to make a decision at Step Two. The management representative shall give the decision as quickly as possible and not later than fifteen (15) days after the grievance was presented. The decision will be in writing and the employee copy will be returned, through the immediate supervisor, to the employee.

### **9.08 Step Three**

If a decision in Step Two is not acceptable to the employee, he or she may, not later than ten (10) days after receipt of the decision in Step Two, or if no decision was received, not later than fifteen (15) days after the last day on which he or she was entitled to receive a decision, present the written grievance to his or her immediate supervisor who will sign it indicating the time and the date received. A receipted copy will be returned to the employee and a copy forwarded to the deputy minister or delegated representative authorized to make a decision at Step Three. The deputy minister or delegated representative shall give the decision as quickly as possible and not later than twenty (20) days after the grievance was presented. The decision will be in writing and the employee copy will be returned, through the immediate supervisor, to the employee. The decision of the deputy minister or delegated representative at the final step of the grievance procedure shall be final and binding upon the employee unless the grievance is a class of grievance that may be referred to adjudication.

### **9.09 Copy to Union**

Where a grievance relates to the interpretation or application in respect of an employee of a provision of this collective agreement or an arbitral award relating thereto, or where the employee has indicated that he or she is being represented by the Union, a copy of the reply at each step of this procedure shall be forwarded to the authorized representative of the Union.

### **9.10 Demotion or termination for cause**

A grievance resulting from the demotion or termination of an employee for cause pursuant to paragraph 12(1)(c), (d), or (e) of the *Financial Administration Act* shall begin at the final step of the grievance procedure. The written decision of the deputy minister or delegated representative shall be given as quickly as possible and not later than thirty (30) days after the grievance is presented.

### **9.11 Permission to enter premises or offices**

A representative of the Union other than an employee will be permitted access to the Employer's premises to assist in the settlement of a grievance, provided the Union has formally identified the representative in writing to the Employer and the prior approval of the Employer has been obtained.

### **9.12 Adjudication of grievances**

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 the employee of a provision of this collective agreement or an arbitral award relating thereto,  
or
- b. disciplinary action resulting in suspension or a financial penalty,  
or
- c. termination of employment or demotion pursuant to paragraph 12(1)(c), (d), or (e) of the *Financial Administration Act*,

and the employee's grievance has not been dealt with to his or her satisfaction, the employee may refer the grievance to adjudication.

**9.13** 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 or her of a provision of this collective agreement or an arbitral award relating thereto, the employee is not entitled to refer the grievance to adjudication unless the Union signifies in 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.

### **9.14 Extension of normal time limit**

The time limits stipulated in this procedure may be extended by mutual agreement between the management representative and the employee, and the Union representative where the Union is representing the employee.

### **9.15 Abandonment**

An employee may, by written notice to his or her immediate supervisor or local officer-in-charge, abandon a grievance at any time during the grievance process. If the grievance in question has been processed with the support of the Union, the Employer will notify the Union that the employee has abandoned the grievance. The abandonment of a grievance shall not prejudice the position of the Union in dealing with grievances of a similar nature.

**9.16** Where an employee fails to present a grievance to the next higher step within the prescribed time limits the employee shall be deemed to have abandoned the grievance.

**9.17** In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council (NJC) of the public service on items which may be included in a collective agreement and which the NJC parties have endorsed, the grievance procedure will be in accordance with Part 15 of the NJC By-Laws.

**\*\*Article 10: discipline**

**10.01** An employee shall be notified in writing of any disciplinary action, except an oral warning, taken against the employee by the Employer within a reasonable period of that action having been taken.

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

\*\*

**10.03** Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, exclusive of periods of leave without pay, provided that no further disciplinary action has been recorded during this period.

**10.04** Where any disciplinary notice is placed on an employee's personnel file, a copy of such letter or note must be presented to the employee or sent by registered mail to the employee's last known address within forty-eight (48) hours of its placement on the employee's personnel file.

**Article 11: leave for Union business**

**11.01** Where operational requirements permit, the Employer will grant leave without pay to an employee who has been elected to a full-time office of the Union. The duration of such leave shall be for the period the employee is elected to hold office.

**11.02** Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees at any one time to attend Union Executive Council meetings, congresses and conventions. Leave without pay for this purpose shall be requested in writing to the Employer as far in advance as possible of the date the leave is to commence, but normally not less than fifteen (15) calendar days in advance. Approval of such requests shall not unreasonably be withheld.

### **11.03 Federal Public Sector Labour Relations and Employment Board hearings pursuant to subsection 190(1) of the *Federal Public Sector Labour Relations Act* (FPSLRA)**

Where operational requirements permit, in cases of complaints made to the Federal Public Sector Labour Relations and Employment Board pursuant to section 190(1) of the FPSLRA alleging a breach of sections 157, 186(1)(a), 186(1)(b), 186(2)(a)(i), 186(2)(b), 187, 188(a) or 189(1) of the FPSLRA, the Employer will grant leave with pay:

- a. to an employee who makes a complaint on his own behalf before the Federal Public Sector Labour Relations and Employment Board,  
and
- b. to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Union making a complaint.
- c. The Employer will grant leave with pay to an employee called as a witness by the Federal Public Sector Labour Relations and Employment Board.
- d. Where operational requirements permit, the Employer will grant leave without pay to an employee called as a witness by an employee or the Union.

### **11.04 Arbitration Board and Public Interest Commission hearings**

- a. Where operational requirements permit, the Employer will grant leave without pay to an employee representing the Union before an arbitration board or Public Interest Commission.
- b. The Employer will grant leave with pay to an employee called as a witness by an arbitration board or Public Interest Commission, and where operational requirements permit, leave without pay to an employee called as a witness by the Union.

### **11.05 Adjudication**

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

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

### **11.06 Contract negotiations meetings**

- a. The Employer agrees to recognize and deal with a collective bargaining committee comprising a reasonable number of employees for the purposes of negotiating collective agreements between the Employer and the Union.
- b. Where operational requirements permit, members of the collective bargaining committee will be granted leave without pay for meetings with the Employer under paragraph (a).

**11.07 Presentation of grievance**

- a. An employee may be granted time off during working hours to discuss a complaint or grievance provided prior permission of his or her immediate supervisor is obtained.
- b. An employee who is a representative of the Union may, with the permission of his or her immediate supervisor, be granted time off during working hours to assist an employee in the presentation of a grievance. Where such assistance is given during working hours in the representative's area of jurisdiction he or she may be granted time off with pay, and where such assistance is given at locations other than in the representative's area of jurisdiction, leave without pay.
- c. Employees, and employees who are representatives of the Union, will not be entitled to be paid when a discussion or meeting on a complaint or grievance takes place outside their normal working hours.

**11.08** Where operational requirements permit, the Employer shall grant leave without pay to officers of the Union to attend to Union business.

**11.09** Operational requirements permitting, one (1) employee member of the Union's National Executive or his or her appointed alternate, formally invited by federal government agencies to attend joint meetings for discussion of mutual problems, shall be granted leave with pay including reasonable travel time required for attendance at such meetings.

**Article 12: use of employer facilities**

**12.01** The Employer may permit the Union to use the Employer's premises outside the working hours of the employees for conducting meetings of their members, which are not related to membership recruitment, where refusal to grant permission would make it difficult for the Union to convene a meeting. The Union shall ensure the orderly and proper conduct of its members who attend such meetings and agrees to be responsible for leaving facilities in good order after use.

**12.02** Reasonable space on bulletin boards will be made available to the Union for the posting of official Union notices in convenient locations as determined by the Employer. Notices or other material shall require the prior approval of the Employer, except notices of meetings of their members and elections, the names of Union representatives and social and recreational affairs. Notices or other material pertaining to political matters or membership recruiting, or material which may be interpreted to reflect discredit upon the integrity or motives of the Employer, representatives of management, other employee organizations, or individuals shall not be posted.

**Article 13: Union-management consultation**

**13.01** The Employer and the Union recognize that consultation and communication on matters of mutual interest outside the terms of the collective agreement should promote constructive and harmonious Employer-Union relations.



**13.02** Wherever possible, the Employer shall consult with representatives of the Union, at the appropriate level, about contemplated changes in conditions of employment or working conditions not governed by this agreement.

**13.03** The Employer shall recognize a Union committee comprised of a reasonable number of employees for the purpose of consulting with management.

**13.04** It is recognized that a subject suggested for discussion may not be within the authority or jurisdiction of either the management or Union representatives. In these circumstances, consultation may take place for the purpose of providing information, discussing the application of policy or airing problems to promote understanding, but it is expressly understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to, or modify the terms of this agreement.

**13.05** Meetings with the Union committee shall take place at least once per calendar year, and by mutual consent, more frequently.

**13.06** All meetings shall be held on the Employer's premises at a time and for a duration determined by mutual agreement.

**13.07** Full-time employees forming the continuing membership of the Union committee shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time where applicable. Notwithstanding clause 13.06, such meetings shall not be held on such employees' days of rest.

**13.08** A designated representative of the Union committee and management shall exchange written agenda for a meeting as early as possible prior to the effective date of the meeting, but in any case normally not less than fifteen (15) calendar days in advance.

**13.09** The Employer agrees that an employee will not be proposed as a managerial or confidential exclusion solely because the employee may be involved in consultation with a bargaining agent certified under the *Federal Public Sector Labour Relations Act*.

#### **Article 14: information**

**14.01** The Employer agrees to provide each employee with a copy of the collective agreement and any amendments thereto. For the purpose of satisfying the Employer's obligation under this clause, employees may be given electronic access to this agreement.

**14.02** The Employer agrees to provide the Union quarterly with the names of new employees, their geographic location and classifications. In addition, a list of changes in employees' status will be forwarded each month to the national office of the Union.

**Article 15: National Joint Council agreements**

**15.01** Agreements concluded by the National Joint Council of the Public Service on items which may be included in a collective agreement, and which the parties to this agreement have endorsed after December 6, 1978, will form part of this agreement, subject to the Federal Public Sector Labour Relations Act (FPSLRA) and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any act specified in paragraph 113(b) of the FPSLRA.

**15.02** NJC items which may be included in a collective agreement are those items which the parties to the NJC agreements have designated as such or upon which the chairperson of the Federal Public Sector Labour Relations and Employment Board has made a ruling pursuant to (c) of the NJC Memorandum of Understanding which became effective December 6, 1978.

## **Part III: working conditions**

### **Article 16: hours of work**

**16.01** Thirty-seven decimal five (37.5) hours exclusive of lunch periods shall constitute the normal workweek.

**16.02** Notwithstanding the provisions of this article, upon request of an employee and the concurrence of the Employer, an employee may complete his or her weekly hours of employment in a period other than five (5) full days provided that over a period of fourteen (14) calendar days the employee works an average of thirty-seven decimal five (37.5) 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 fourteen (14) day period, such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for him or her.

**16.03** 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.

**16.04** Employees will submit weekly attendance registration only to report leave or overtime.

**16.05** Where operational requirements permit, the Employer will provide employees with meal and relief breaks.

### **Article 17: overtime**

**17.01** Time worked by an employee in excess of his or her scheduled hours of work shall be considered as overtime.

#### **17.02 Overtime compensation**

- a. An employee shall be paid for overtime worked at one and one half (1 1/2) times his or her straight-time hourly rate for the first seven decimal five (7.5) hours of overtime and double (2) time thereafter, except that if the overtime is worked by the employee on two (2) or more consecutive and contiguous days of rest, the employee shall be paid at two (2) times his or her straight-time hourly rate for each hour worked on the second (2nd) and subsequent days of rest.
- b. An employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee.
- c. An employee at his or her request, shall be granted time off in lieu of overtime at the appropriate overtime rate. The employee and his or her supervisor shall attempt to reach mutual agreement with respect to the time at which the employee shall take such lieu time off. However, failing such agreement, such lieu time will be accumulated.

Where an employee requests time off in lieu of overtime, the employee must indicate this to his or her supervisor prior to the end of the month in which the overtime occurred.

Where an employee has not utilized accumulated time off in lieu of overtime by the September 30 date following the end of the fiscal year in which the overtime was worked, the unused portion will be paid off at the appropriate overtime rate.

- d. Except as provided in paragraph 17.02(c), the Employer will endeavour to make payment for overtime in the month following the month in which the overtime was worked.

**17.03** The Employer will endeavour to keep overtime work to a minimum and shall assign overtime equitably among employees who are qualified to perform the work that is required at the location concerned.

**17.04**

- a. An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed expenses for one meal in the amount of twelve dollars (\$12), 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, the employee shall be reimbursed for one additional meal in the amount of twelve dollars (\$12), except where free meals are provided.
- c. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to his or her place of work.

**Article 18: call-in**

**18.01** When an employee is called in to work overtime that is not contiguous to the employee's scheduled hours of work, the employee is entitled to the greater of:

- a. compensation at the applicable overtime rate,  
or
- b. compensation equivalent to four (4) hours at his or her straight-time hourly rate of pay except that this minimum shall only apply once during a single period of eight (8) hours, starting when the employee first commences the work.

**18.02** An employee who receives a call to duty or responds to a telephone or data line call after completing his or her work for the day and leaving his or her place of work may, at the discretion of the Employer, work at the employee's residence or at another place to which the Employer

agrees, and receive compensation for time worked in accordance with the overtime article. In such instances, the employee shall be paid the greater of:

- a. compensation at the applicable overtime rate for the time worked,  
or
- b. compensation equivalent to one (1) hour's pay at his or her straight-time hourly rate, which shall apply only the first (1st) time an employee reports for work during a one (1) hour period, starting with the employee's first (1st) reporting.

## **Article 19: standby**

### **19.01**

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

### **19.02**

- a. An employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone, cellular and/or pager number and be available to return for duty as quickly as possible, if called.
- b. No standby payment shall be granted if an employee is unable to report for duty when required.
- c. An employee on standby who is required to report for work and reports shall be compensated in accordance with clause 18.01.

## **Article 20: holidays**

**20.01** The following days shall be designated holidays for employees:

- a. New Year's Day,
- b. Good Friday,
- c. Easter Monday,
- d. The day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday,
- e. Canada Day,
- f. Labour Day,
- g. The day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- h. Remembrance Day,
- i. Christmas Day,
- j. Boxing Day,

- k. One additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed, or in any area where no such day is so recognized, the first Monday in August,
- l. Any other day that is proclaimed by law as a national holiday.

**20.02** When an employee works on a holiday, the employee shall be paid, in addition to the pay he or she would have received had he or she not worked on the holiday, one and one half (1 1/2) times his or her straight-time hourly rate for all hours worked by him or her on the holiday.

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

**20.04**

- a. An employee at his or her request, shall be granted time off in lieu of payment at that rate. The employee and his or her supervisor shall attempt to reach mutual agreement with respect to the time at which the employee shall take such lieu time off. However, failing such agreement, such lieu time will be accumulated.
- b. Where an employee requests time off in lieu of payment he or she must indicate this to his or her supervisor prior to the end of the month in which he or she worked on the holiday.
- c. Where an employee has not utilized this accumulated time off by the end of the fiscal year, the unused portion will be paid off at the appropriate rate.

**20.05**

- a. An employee who is absent without pay on both the working day immediately preceding and the working day following the holiday shall not be paid for the holiday.
- b. An employee who is absent without permission and who is not on sick or special leave on a designated holiday, on which he or she is scheduled to work, shall not be entitled to be paid for the holiday.

**Article 21: severance pay**

**21.01** Under the following circumstances and subject to clause 21.02, an employee shall receive severance benefits calculated on the basis of his or her weekly rate of pay:

**a. Layoff**

- i. On the first (1st) layoff after March 21, 1979, for the first (1st) complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty (20) or more years

of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment with a maximum benefit of thirty (30) weeks' pay.

- ii. On second (2nd) or subsequent layoff after March 21, 1979, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-nine (29) weeks' pay, less any period in respect of which he or she was granted severance pay under subparagraph 21.01(a)(i) above.

**b. Death**

If an employee dies, there shall be paid to his or her estate, one (1) week's pay for each complete year of continuous employment to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

**c. Termination of employment for reasons of incapacity**

An employee whose employment has been terminated under section 12(1)(e) of the *Financial Administration Act* by reason of incapacity shall on termination of his or her employment be entitled to severance pay on the basis of one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks' pay.

**21.02** The period of continuous employment used in the calculation of severance benefits payable to an employee under this article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause 21.01 and 21.04 be pyramided.

For greater certainty, payments in lieu of severance for voluntary separation (resignation or retirement) made pursuant to paragraphs 21.04 to 21.07 under Appendix "B" (Archived Provisions) or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of clause 21.02.

**21.03** The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in his or her certificate of appointment on the date of the termination of his or her employment.

**Article 22: technological change**

**22.01** At least ninety (90) days before the introduction of any major technological change which will result in a reduction of staff, the Employer shall notify the Union of the proposed change.

**Article 23: working conditions and safety**

**23.01** The Employer will continue to make provision for the safe and healthy working conditions of employees and the Union agrees to cooperate fully in the prevention of accidents to employees and in the enforcement of safety rules.

**\*\*Article 24: travel**

**24.01** Where an employee is required by the Employer to travel to or from the employee's headquarters area as normally defined by the Employer, the employee's method of travel shall be determined by the Employer. However, if an employee wishes to use a different method, the employee's wish will not be arbitrarily refused provided that the method chosen is consistent with the purpose of the travel and does not entail additional costs.

**24.02** When required to travel, the employee will be compensated in the following manner:

- a. On a normal working day on which he or she travels but does not work, the employee shall receive his or her normal pay for the day.
- b. On a normal working day on which the employee travels and works, the employee shall be paid:
  - i. his or her normal pay for the day for a combined period of travel and work but not exceeding his or her normal hours of work, and

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- ii. at the applicable overtime rate for additional travel time in excess of the employee's normal hours of work, with a maximum payment for such additional travel time not to exceed fifteen (15) hours' pay at the applicable straight-time rate in any day.

\*\*

- c. On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of fifteen (15) hours' pay at the employee's straight-time hourly rate.

**24.03** When an employee is required by the Employer to travel to or from the employee's headquarters area as normally defined by the Employer, the employee may in accordance with clause 24.01 above:

- a. elect to travel via scheduled air carrier at the most economical airfare or its equivalent; or
- b. elect to use privately owned transportation and be reimbursed at the rate shown in clause 2.13 (use at traveller's request) of the *NJC Travel Directive*; or
- c. be requested by the Employer, or elect to use privately owned transportation and be reimbursed at the rate shown in clause 2.12 (use at Employer's request) of the *NJC Travel Directive*.
- d. When the employee elects under paragraph (b) or (c) above to use privately owned transportation, the employee shall be paid at the applicable rate for the time normally required to travel portal to portal by air carrier.
- e. Employees travelling to or from Ottawa for temporary assignments in excess of five (5) days, whose headquarters area is in Newfoundland or the Pacific or Western Region,



who elect to use privately owned transportation under paragraph (b) or (c) above shall be allowed an additional day in which to travel and shall receive normal pay for that day. An employee travelling to or from Ottawa for temporary assignments in excess of five (5) days, whose headquarters is in the Pacific Region will be allowed a day with pay in addition to the day noted immediately above.

- f. An employee who elects to use privately owned transportation under paragraph (c) above shall be reimbursed at the rate shown in clause 2.12 of the NJC *Travel Directive*, or an amount equal to the most economical airfare including the normal airport limousine fares, whichever is the least, in lieu of travel expenses.

**24.04** When an employee requires hotel accommodation, the employee will select a hotel that has been approved and is listed in the Public Works and Government Services Hotel Directory. He or she will choose accommodation which his or her supervisor agrees is convenient for the purposes of the travel and which does not require unnecessary related transportation costs. Where the work site is an airport, transportation costs between the airport and the hotel which do not exceed the official airport limousine fares shall not be deemed to be unnecessary related transportation costs.

**24.05** Except as may be modified in this agreement, employees will be reimbursed for all travel expenses in accordance with the current NJC *Travel Directive*.

**24.06 Travel status leave**

- a. An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his permanent residence for forty (40) nights during a fiscal year shall be granted one (1) day off with pay. The employee shall be credited with one additional day off for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of eighty (80) additional nights.
- b. The maximum number of days off earned under this clause shall not exceed five (5) days in a fiscal year and shall accumulate as compensatory leave with pay.
- c. The Employer shall grant the travel status leave at times convenient to both the employee and the Employer.
- d. If any of this leave cannot be liquidated by the end of the fiscal year, then payment shall be made at the employee's rate of pay as of March 31.

The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars.

**Part IV: leave**

**Article 25: leave, general**

**25.01** With the exception of vacation leave requests and holidays, the employee must provide satisfactory validation of the circumstances necessitating requests for leave with or without pay,

if required by the Employer, in such manner and at such time as may be determined by the Employer and confirmed in writing.

### **25.02**

- a. When an employee becomes subject to this agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this agreement, his or her earned hourly leave credits shall be reconverted into days, with one (1) day being equal to seven decimal five (7.5) hours.
- b. When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave being equal to the number of hours of work scheduled for the employee for the day in question.
- c. Notwithstanding the above, in Article 33 (bereavement leave with pay), a “day” will mean a calendar day.

### **25.03** Except as otherwise specified in this agreement:

- a. Where leave without pay for a period in excess of three (3) months is granted to an employee for reasons other than illness, the total period of leave granted shall be deducted from “continuous employment” for the purpose of calculating severance pay and vacation leave.
- b. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

## **\*\*Article 26: vacation leave**

**26.01** An employee who has earned at least seventy-five (75) hours’ pay for each calendar month of a fiscal year shall earn vacation leave at the following rates:

- a. one hundred and fifty (150) hours if the employee has completed less than sixteen (16) years of service;
- b. one hundred and sixty-five (165) hours per fiscal year if the employee has completed sixteen (16) years of service;
- c. one hundred and seventy-two decimal five (172.5) hours per fiscal year if the employee has completed seventeen (17) years of service;
- d. one hundred and eighty-seven decimal five (187.5) hours per fiscal year if the employee has completed eighteen (18) years of service;
- e. two hundred and two decimal five (202.5) hours per fiscal year if the employee has completed twenty-seven (27) years of service;
- f. two hundred and twenty-five (225) hours per fiscal year if the employee has completed twenty-eight (28) years of service.

For the purpose of clause 26.01 only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave.

**26.02** For the purpose of clause 26.01 only,

- a. effective April 1, 2012, on a go-forward basis, any former service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits, once verifiable evidence of such service has been provided in a manner acceptable to the Employer.

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- b. effective April 1, 2020, on a go-forward basis, any former service at NAV Canada, as an air traffic controller, shall also be included in the calculation of vacation leave credits, once verifiable evidence of such service has been provided in a manner acceptable to the Employer.

**26.03** An employee who has not received at least seventy-five (75) hours' pay for each calendar month of a fiscal year will earn vacation leave at one twelfth per cent (1/12) of the rate referred to in clause 26.01 for each calendar month for which he or she receives at least seventy-five (75) hours' pay.

**26.04**

- a. The vacation year extends from April 1 to March 31 and vacation may be scheduled by the Employer at any time during this period.
- b. Local representatives of the Union shall be given the opportunity to consult with representatives of the Employer on vacation schedules. Consistent with efficient operating requirements the Employer shall make every reasonable effort to schedule vacations in a manner acceptable to employees.
- c. Subject to operational requirements, the Employer shall make every reasonable effort to schedule an employee's vacation leave during the fiscal year it is earned. Where in any fiscal year, the Employer has not scheduled all of the vacation leave credited to an employee, the unused portion of the employee's vacation leave shall be carried over into the following fiscal year, subject to the conditions in subparagraph (d)(i) to (iv).
- d. It is agreed by the parties, in accordance with the intent of Article 26 that it is both appropriate and desirable that each employee utilize his or her full vacation entitlement during the vacation year in which such vacation entitlement is earned. However, an employee may elect to carry forward into the next vacation year unused vacation up to a maximum of seventy-five (75) working hours subject to the following conditions:
  - i. that any vacation period carried forward from the previous vacation year and utilized by any employee does not disrupt vacation schedules in the current vacation year nor prevent another employee from taking his or her regularly scheduled vacation for that year;
  - ii. that the hours which are carried over from the previous vacation year are taken at a time which is acceptable to both the Employer and the employee;

- iii. that an employee's vacation earned in the vacation year will be utilized before hours carried forward from the previous vacation year;
- iv. any vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours on March 31 will be paid off at the employee's straight-time rate of pay in effect at that time.

**26.05** During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred and twelve decimal five (112.5) hours may be paid at the employee's straight-time rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on March 31.

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

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

**26.08** Subject to clause 26.09, where an employee dies or voluntarily terminates his or her employment or is terminated from employment after a period of continuous employment of more than six (6) months, the employee or the employee's estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation leave by the straight-time rate of pay applicable to the employee immediately prior to the termination of the employee's employment.

**26.09** An employee whose employment is terminated pursuant to section 12(1)(e) of the *Financial Administration Act* by reason of abandonment of his or her position is not entitled to receive the payment referred to in clause 26.08, unless the employee requests it within six (6) months following the date upon which the employee's employment is terminated.

**26.10 Recall from vacation leave**

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

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

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

**26.11** The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 26.10 to be reimbursed for reasonable expenses incurred by him or her.

**26.12**

- a. The Employer agrees to issue advance payments of net salary for vacation periods, provided six (6) weeks' notice is received from the employee in advance of the day payment is required.
- b. Provided an employee has been authorized to proceed on vacation for the period concerned, advance payment of net salary shall be made prior to departure and shall consist of an estimated two (2), three (3), four (4) or five (5) weeks' net entitlement subsequent to the last regular pay issue.

Any overpayment in respect of such advance shall be an immediate first charge against any subsequent pay entitlement and shall be recovered in full prior to any further payment of salary.

**26.13**

- a. Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service.
- b. The vacation leave credits provided in paragraph (a) above shall be excluded from the application of clause 26.04 dealing with the carry forward and/or liquidation of vacation.

**Article 27: sick leave**

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

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

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

**27.03** Unless otherwise informed by the Employer before or during the period of illness or injury, a statement signed by the employee stating that because of illness or injury the employee was unable to perform the employee's duties shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 27.02(b).

**27.04** An employee is not eligible for sick leave with pay during any period in which the employee is on leave of absence without pay or under suspension.

**27.05** Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 27.02 (sick leave with pay) may, at the discretion of the Employer, be granted for a period of up to one hundred and twelve decimal five (112.5) hours subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

**27.06** The amount of sick leave with pay already credited to an employee by the Employer at the time this agreement is signed shall be retained by the employee.

**27.07** The Employer agrees that an employee whose employment is terminated for reasons of incapacity pursuant to section 12(1)(e) of the *Financial Administration Act* may exhaust his or her accumulated sick leave credits prior to the termination of his or her employment.

## **Article 28: injury-on-duty leave**

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

- a. personal injury accidentally received in the performance of his or her duties and not caused by the employee's wilful misconduct,  
or
- b. an industrial illness or a disease arising out of and in the course of the employee's employment, if the employee agrees to remit to the Receiver General for Canada any amount received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

## **\*\*Article 29: maternity leave**

### **29.01 Maternity leave without pay**

- a. An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than 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 the sick leave article. For purposes of this subparagraph, the terms "illness" or "injury" used in the sick leave article 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 vacation leave. Time spent on such leave shall be counted for pay increment purposes.

## **29.02 Maternity allowance**

- a. An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (j), provided that she:
  - i. has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
  - ii. provides the Employer with proof that she has applied for and is in receipt of 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:

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- A. she will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*, on the expiry date of her maternity leave without pay unless the return-to-work date is modified by the approval of another form of leave;
- B. following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;

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

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

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

- b. For the purpose of sections (a)(iii)(B) and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- c. Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
  - i. where an employee is subject to a waiting period before receiving Employment Insurance 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;
  - ii. for each week that the employee receives a maternity benefit under the Employment Insurance or the Quebec Parental Insurance Plan, she is eligible to



receive the difference between ninety-three per cent (93%) of her weekly rate of pay and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period;  
and

- iii. where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week, at ninety-three per cent (93%) of her weekly rate of pay, less any other monies earned during this period.
- d. At the employee's request, the payment referred to in subparagraph 29.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance 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 upward 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.

### **29.03 Special maternity allowance for totally disabled employees**

- a. An employee who:
  - i. fails to satisfy the eligibility requirement specified in subparagraph 29.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance

(DI) Plan, the Long-Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance pregnancy benefits,

and

- ii. has satisfied all of the other eligibility criteria specified in paragraph 29.02(a), other than those specified in sections (A) and (B) of sub-paragraph 29.02(a)(iii),

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

- b. An employee shall be paid an allowance under this clause and under clause 29.02 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).

## **\*\*Article 30: parental leave**

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### **30.01 Parental leave without pay**

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

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

- b. Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for either:
  - i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option),
  - or

- ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),

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

- c. Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in paragraphs (a) and (b) above may be taken in two periods.
- d. Notwithstanding paragraphs (a) and (b):
  - i. where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
  - or
  - ii. where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period while 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 while the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

- e. An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks before the commencement date of such leave.
- f. The Employer may:
  - i. defer the commencement of parental leave without pay at the request of the employee;
  - ii. grant the employee parental leave without pay with less than four (4) weeks' notice;
  - iii. require an employee to submit a birth certificate or proof of adoption of the child.
- g. Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

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### **30.02 Parental allowance**

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

- Option 1: standard parental benefits, clause 30.02, paragraphs (c) to (k),  
or

- Option 2: extended parental benefits, clause 30.02 paragraphs (l) to (t).

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

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

### **Parental allowance administration**

- a. An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i) or (l) to (r), providing he or she:
  - i. has completed six (6) months of continuous employment before the commencement of parental leave without pay,
  - ii. provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance Plan or the Quebec Parental Insurance Plan in respect of insurable employment with the Employer,  
and
  - iii. has signed an agreement with the Employer stating that:
    - A. the employee will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*, on the expiry date of his or her parental leave without pay, unless the return-to-work date is modified by the approval of another form of leave;
    - B. Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the standard parental allowance in addition to the period of time referred to in section 29.02(a)(iii)(B), if applicable. Where the employee has elected the extended parental allowance, following his or her return to work, as described in section (A), the employee will work for a period equal to sixty per cent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in section 29.02(a)(iii)(B), if applicable.
    - C. should he or she fail to return to work as described in section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, layoff, 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:

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

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

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

**Option 1: standard parental allowance**

- c. Parental allowance payments made in accordance with the SUB Plan will consist of the following:
  - i. where an employee on parental leave without pay as described in subparagraphs 30.01(a)(i) and (b)(i), has elected to receive standard Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay for the waiting period, less any other monies earned during this period;
  - ii. for each week the employee receives parental, adoption or paternity benefits, under the Employment Insurance Plan or the Quebec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the parental, adoption or paternity benefits, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefits to which he or she would have been eligible if no extra monies had been earned during this period;
  - iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks paternity under the Quebec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period;

- iv. where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Quebec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period;
  - v. where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance Plan and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of his or her weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 29.02(c)(iii) for the same child.
  - vi. where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraphs 30.02(c)(iii) and 30.02(c)(v) for the same child;
- d. At the employee's request, the payment referred to in subparagraph 30.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance Plan parental benefits.
  - e. The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act* or the *Act Respecting Parental Insurance* in Quebec.
  - f. The weekly rate of pay referred to in paragraph (c) shall be:
    - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
    - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
  - g. The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which he or she is appointed.

- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- i. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
- j. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- k. The maximum combined, shared, maternity and standard parental allowances payable shall not exceed fifty-seven (57) weeks for each combined maternity and parental leave without pay.

**Option 2: extended parental allowance**

- l. Parental allowance payments made in accordance with the SUB Plan will consist of the following:
  - i. where an employee on parental leave without pay as described in subparagraphs 30.01(a)(ii) and (b)(ii), has elected to receive extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for the waiting period, less any other monies earned during this period;
  - ii. for each week the employee receives parental benefits under the Employment Insurance, he or she is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of his or her weekly rate and the parental benefits, less any other monies earned during this period which may result in a decrease in his or her parental benefits to which he or she would have been eligible if no extra monies had been earned during this period;
  - iii. where an employee has received the full sixty-one (61) weeks of parental benefits under the Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 29.02(c)(iii) for the same child.
  - iv. where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 29.02(c)(iii) for the same child;

- m. At the employee's request, the payment referred to in subparagraph 30.02(l)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.
- n. The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
- o. The weekly rate of pay referred to in paragraphs (l) shall be:
  - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of parental leave without pay;
  - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- p. The weekly rate of pay referred to in paragraph (l) shall be the rate to which the employee is entitled for the substantive level to which he or she is appointed.
- q. Notwithstanding paragraph (p), and subject to subparagraph (o)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- r. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
- s. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- t. The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.

### **30.03 Special parental allowance for totally disabled employees**

- a. An employee who:
  - i. fails to satisfy the eligibility requirement specified in subparagraph 30.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance parental benefits, and
  - ii. has satisfied all of the other eligibility criteria specified in paragraph 30.02(a), other than those specified in sections (A) and (B) of subparagraph 30.02(a)(iii),



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

- b. An employee shall be paid an allowance under this clause and under clause 30.02 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).

**\*\*Article 31: leave with pay for family-related responsibilities**

**31.01**

\*\*

- a. For the purpose of this clause, family is defined as spouse (or common-law partner resident with the employee), children (including foster children, stepchildren or children of the spouse or common-law partner and ward of the employee), grandchild, parents (including step-parents or foster parents), father-in-law, mother-in-law, brother, sister, stepbrother, stepsister, grandparents of the employee, any relative permanently residing in the employee's household or with whom the employee permanently resides, any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee, or a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.
- b. The Employer shall grant leave with pay under the following circumstances:
  - i. up to seven decimal five (7.5) hours to take a family member for a medical or dental appointment when the family member is incapable of attending the appointments by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for family members to minimize his or her absence from work. An employee requesting leave under this provision must notify his or her supervisor 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 an employee with time to make alternate arrangements where the illness is of a longer duration;
  - iii. to provide for the immediate and temporary care of an elderly member of the employee's family;
  - iv. fifteen (15) hours of leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.

- v. seven decimal five (7.5) hours may be used:
  - A. to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
  - B. to provide for the employee's child in case of an unforeseeable closure of the school or daycare facility;
  - C. to attend an appointment with a legal or paralegal representative for non-employment-related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.
  
- c. The total leave with pay which may be granted under paragraph (b) shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.

**\*\*Article 32: leave without pay for the care of family**

**32.01** Both parties recognize the importance of access to leave for the purpose of care for the family.

\*\*

**32.02** For the purpose of this article, family is defined as spouse (or common-law partner resident with the employee), children (including stepchildren, foster children, children of legal or common-law partner or ward of the employee), parents (including step-parents or foster parents), brother, sister, stepbrother, stepsister, grandchild, grandparents of the employee, father-in-law, mother-in-law, any relative permanently residing in the employee's household or with whom the employee permanently resides, or a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

\*\*

**32.03** Subject to clause 32.02, an employee shall be granted leave without pay for the care of family in accordance with the following conditions:

- a. an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
- b. leave granted under this clause shall be for a minimum period of three (3) weeks;
- c. the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the public service;
- d. leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery;

\*\*

**32.04 Caregiving leave**

- a. An employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) benefits for compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults may be granted leave without pay while in receipt of or awaiting these benefits.
- b. The leave without pay described in paragraph 32.04(a) shall not exceed twenty-six (26) weeks for compassionate care benefits, thirty-five (35) weeks for family caregiver benefits for children and fifteen (15) weeks for family caregiver benefits for adults, in addition to any applicable waiting period.
- c. When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults has been accepted.
- d. When an employee is notified that their request for Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults has been denied, paragraph 32.04(a) above ceases to apply.
- e. Leave granted under this clause shall count for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

**32.05** 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.

**32.06** All leave granted under leave without pay for the care and nurturing of preschool age children under the terms of the previous AI collective agreement or other agreements will not count towards the calculation of the maximum amount of time allowed for care of immediate family during an employee’s total period of employment in the public service.

**\*\*Article 33: bereavement leave with pay**

\*\*

**33.01** For the purpose of this clause, family is defined as father, mother (or, alternatively, stepfather, stepmother or foster parent), brother, sister, stepbrother, stepsister, spouse (including common-law partner resident with the employee), child (including child of common-law partner), stepchild, foster child, or ward of the employee, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, any relative permanently residing in the employee’s household or with whom the employee permanently resides, and a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. An employee shall be entitled to bereavement leave for such a person only once during the employee’s total period of employment in the public service.

\*\*

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

\*\*

**33.03** At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days. When requested to be taken in two (2) periods,

- a. The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death,  
and
- b. The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.
- c. The employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.

\*\*

**33.04** An employee is entitled to up to one (1) day's bereavement leave with pay for the purpose related to the death of the employee's brother-in-law or sister-in-law, or grandparent of spouse.

\*\*

**33.05** It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department or their delegate may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 33.02, 33.03 and 33.04.

#### **Article 34: court leave with pay**

**34.01** Leave with pay shall be given to every employee, other than an employee already on leave without pay, on education leave, or under suspension who is required:

- a. to be available for jury selection;
  - b. to serve on a jury;
- or

- c. by subpoena or summons to attend as a witness in any proceeding held:
  - 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 of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
  - or
  - v. before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

### **Article 35: personnel selection leave**

**35.01** Where an employee participates as a candidate in a personnel selection process for a position in the public service, as defined in Schedule I and IV of the *Financial Administration Act*, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his or her presence is so required. Remuneration in these circumstances shall be limited to normal pay.

### **Article 36: education and career development leave**

**36.01** The Employer recognizes the usefulness of education leave. 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 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 or her 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.

**36.02** 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 one hundred per cent (100%) of his or her normal 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.

**36.03** 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.

**36.04** 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, except with the permission of the Employer:

- a. fails to complete the course;
- b. does not resume employment with the Employer on completion of the course;  
or
- c. ceases to be employed, except by reason of death or layoff, before termination of the period he or she has undertaken to serve after completion of the course;

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

**36.05 Career development leave with pay**

- a. Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering his or her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
  - i. a course given by the Employer;
  - ii. a course offered by a recognized academic institution;
  - iii. a seminar, convention or study session in a specialized field directly related to the employee's work.
- b. Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in paragraph 36.05(a) above. Article 17 (overtime) and Article 24 (travel) do not apply during time spent on career development leave provided for in this clause.
- c. Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

**36.06 Invitation to participate at seminars and conventions**

An employee invited to give courses or lectures on matters related to his or her field of employment or to take part in seminars and conventions pertaining to air traffic control and related to his or her employment may, at the discretion of the Employer, be given leave with pay for such attendance.

**\*\*Article 37: volunteer leave**

\*\*

**Effective on April 1 of the year following the signing of the collective agreement, clause 37.01 is deleted from the collective agreement.**

**37.01**

- a. Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign;
- b. The leave shall be scheduled at a time convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such time as the employee may request.

**\*\*Article 38: personal leave**

**38.01**

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

\*\*

**Effective on April 1 of the year following the signing of the collective agreement, clause 38.01 is replaced by the following:**

- a. Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, fifteen (15) hours of leave with pay for reasons of a personal nature. This leave can be taken in periods of seven decimal five (7.5) hours or three decimal seven five (3.75) hours each.
- b. The leave shall be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leaves at such times as the employee may request.

### **\*\*Article 39: domestic violence leave**

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

- a. The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.
- b. Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence from someone with whom the employee has or had an intimate relationship shall be granted domestic violence leave in order to enable the employee, in respect of such violence:
  - i. to seek care and/or support for themselves or their dependent child in respect of a physical or psychological injury or disability;
  - ii. to obtain services from an organization which provides services for individuals who are subject to domestic violence;
  - iii. to obtain professional counselling;
  - iv. to relocate temporarily or permanently;
  - or
  - v. to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.
- c. The total domestic violence leave with pay which may be granted under this article shall not exceed seventy-five (75) hours in a fiscal year.
- d. The Employer may, in writing and no later than 15 days after an employee's return to work, request the employee to provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.
- e. Notwithstanding paragraphs 39.01(b) and 39.01(c), an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

### **Article 40: leave with or without pay for other reasons**

**40.01** It is agreed that, operational requirements permitting, employees in the Air Traffic Control Group who are selected for employment by ICAO, CUSO, or under Canada's External Aid Programme, will be granted leave without pay on presentation of a letter indicating their acceptance by such an organization.

**40.02** At the discretion of the Employer, leave with pay may be granted when circumstances not directly attributable to the employee prevent the employee's reporting for duty. Such leave shall not be unreasonably withheld.



**40.03** At its discretion, the Employer may grant leave without pay for purposes other than those specified in this agreement.

## **Part V: pay and duration**

### **Article 41: pay administration**

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

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

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

#### **41.03**

- a. When an employee is required by the Employer to perform the duties of a higher classification level for a period of at least four (4) consecutive working days, the employee shall be paid the pay of the higher level, calculated from the date on which the employee commenced to perform the duties of the higher level.
- b. An employee who is required to perform the duties of a higher classification level will not be arbitrarily assigned and reassigned between his or her regular position and the acting position solely for the purpose of avoiding entitlement to acting pay in the higher-level position.

**41.04** The Employer will endeavour to pay compensation for acting duties in the month following the month in which the acting duties were performed.

#### **41.05 Overpayment**

Where an employee, through no fault of his or her own, has been overpaid, the appropriate pay office will, before recovery action is implemented, advise the employee of the intention to recover the overpayment. Where the amount of overpayment is in excess of fifty dollars (\$50), and where the employee advises his or her local management that the stated recovery action will create a hardship, arrangements will be made by the Employer with the appropriate pay office to limit recovery action to not more than ten per cent (10%) of the employee’s pay each pay period until the entire amount is recovered.

**41.06** The Employer will notify the Union in writing thirty (30) days in advance of the creation of any new jobs within the bargaining unit or the establishment of a new classification plan for jobs within the bargaining unit.

**\*\*Article 42: duration and modification**

\*\*

**42.01** Unless otherwise expressly stipulated, this agreement shall become effective on the date it is signed and, in the event that any law passed by Parliament renders null and void any provision of this agreement, the remaining provisions of the agreement shall remain in effect until June 30, 2022.

**42.02** This agreement may be amended by mutual consent.

**42.03** The provisions of this collective agreement shall be implemented by the parties within a period of one hundred and fifty (150) days from the date of signing.

**\*\*Article 43: supervisory differential**

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**43.01** An employee who encumbers a position which receives a supervisory rating under the AI classification standard and who performs supervisory duties shall receive a percentage differential applied to his or her basic rate of pay, according to the degree of the supervisory rating, as follows:

Supervisory rating	Supervisory differential	
	Effective April 1, 2016	Commencing on July 1, 2020
Degree A	5%	5%
Degree B	8.5%	8.5%
Degree C	9%	9%
Degree D	9.5%	9.75%

Signed at Ottawa, this 30th day of the month of August 2019.

**The Treasury Board of Canada**

Sandra Hassan  
Allison Shatford  
Karine Beauchamp  
Françoise Dehaye  
Nicholas Charbonneau

**The Canadian Air Traffic Control Association (CATCA) Unifor Local 5454**

Doug Best  
Ian Thomson  
Robert Anderson  
Grant Boland  
Sumeeta Narula

## \*\*Appendix “A”

### AI, Air Traffic Control annual rates of pay (in dollars)

#### Legend

- ) Effective July 1, 2017
- X) \*Wage Adjustment Effective July 1, 2018
- A) \*Effective July 1, 2018
- Y) \*Wage Adjustment Effective July 1, 2019
- B) \*Effective July 1, 2019
- C) Effective July 1, 2020
- D) Effective July 1, 2021

#### AI-01: annual rates of pay (in dollars)

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
) July 1, 2017	53,690	56,572	59,458	62,339	65,226	68,110
X) Wage Adjustment - July 1, 2018*	54,120	57,025	59,934	62,838	65,748	68,655
A) July 1, 2018*	55,202	58,166	61,133	64,095	67,063	70,028
Y) Wage Adjustment - July 1, 2019*	55,312	58,282	61,255	64,223	67,197	70,168
B) July 1, 2019*	56,418	59,448	62,480	65,507	68,541	71,571
C) July 1, 2020	57,264	60,340	63,417	66,490	69,569	72,645
D) July 1, 2021	58,123	61,245	64,368	67,487	70,613	73,735

#### AI-01: annual rates of pay (in dollars) - continuation

Effective Date	Step 7	Step 8	Step 9	Step 10
) July 1, 2017	71,001	73,880	76,767	81,855
X) Wage Adjustment - July 1, 2018*	71,569	74,471	77,381	82,510
A) July 1, 2018*	73,000	75,960	78,929	84,160
Y) Wage Adjustment - July 1, 2019*	73,146	76,112	79,087	84,328
B) July 1, 2019*	74,609	77,634	80,669	86,015
C) July 1, 2020	75,728	78,799	81,879	87,305
D) July 1, 2021	76,864	79,981	83,107	88,615

\* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix “D”, rates prior to the salary change will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 0.8% wage adjustment for a compounded total of 2.816%. Changes to the pay rates will not appear on employees’ pay statements.
- b. Year 2: Retroactive lump sum payment equal to Year 1 increases plus a 2% economic increase and a 0.2% wage adjustment for a compounded total of 5.082%. The revised pay rates will be reflected on the employee’s pay statements upon implementation of prospective salary increases

**AI-02: annual rates of pay (in dollars)**

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) July 1, 2017	64,698	67,579	70,467	73,350	76,234	79,120
X) Wage Adjustment - July 1, 2018*	65,216	68,120	71,031	73,937	76,844	79,753
A) July 1, 2018*	66,520	69,482	72,452	75,416	78,381	81,348
Y) Wage Adjustment - July 1, 2019*	66,653	69,621	72,597	75,567	78,538	81,511
B) July 1, 2019*	67,986	71,013	74,049	77,078	80,109	83,141
C) July 1, 2020	69,006	72,078	75,160	78,234	81,311	84,388
D) July 1, 2021	70,041	73,159	76,287	79,408	82,531	85,654

**AI-02: annual rates of pay (in dollars) - continuation**

Effective Date	Step 7	Step 8	Step 9	Step 10
\$) July 1, 2017	82,002	84,890	87,774	92,861
X) Wage Adjustment - July 1, 2018*	82,658	85,569	88,476	93,604
A) July 1, 2018*	84,311	87,280	90,246	95,476
Y) Wage Adjustment - July 1, 2019*	84,480	87,455	90,426	95,667
B) July 1, 2019*	86,170	89,204	92,235	97,580
C) July 1, 2020	87,463	90,542	93,619	99,044
D) July 1, 2021	88,775	91,900	95,023	100,530

\* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix "D", rates prior to the salary change will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 0.8% wage adjustment for a compounded total of 2.816%. Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to Year 1 increases plus a 2% economic increase and a 0.2% wage adjustment for a compounded total of 5.082%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases

**AI-03: annual rates of pay (in dollars)**

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) July 1, 2017	77,271	80,157	83,046	85,937	88,826	91,713
X) Wage Adjustment - July 1, 2018*	77,889	80,798	83,710	86,624	89,537	92,447
A) July 1, 2018*	79,447	82,414	85,384	88,356	91,328	94,296
Y) Wage Adjustment - July 1, 2019*	79,606	82,579	85,555	88,533	91,511	94,485
B) July 1, 2019*	81,198	84,231	87,266	90,304	93,341	96,375
C) July 1, 2020	82,416	85,494	88,575	91,659	94,741	97,821
D) July 1, 2021	83,652	86,776	89,904	93,034	96,162	99,288

**AI-03: annual rates of pay (in dollars) - continuation**

Effective Date	Step 7	Step 8	Step 9	Step 10
§) July 1, 2017	94,598	97,487	100,370	105,458
X) Wage Adjustment - July 1, 2018*	95,355	98,267	101,173	106,302
A) July 1, 2018*	97,262	100,232	103,196	108,428
Y) Wage Adjustment - July 1, 2019*	97,457	100,432	103,402	108,645
B) July 1, 2019*	99,406	102,441	105,470	110,818
C) July 1, 2020	100,897	103,978	107,052	112,480
D) July 1, 2021	102,410	105,538	108,658	114,167

\* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix "D", rates prior to the salary change will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 0.8% wage adjustment for a compounded total of 2.816%. Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to Year 1 increases plus a 2% economic increase and a 0.2% wage adjustment for a compounded total of 5.082%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases

**AI-04: annual rates of pay (in dollars)**

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) July 1, 2017	91,322	94,533	97,743	100,952	104,160	107,364
X) Wage Adjustment - July 1, 2018*	92,053	95,289	98,525	101,760	104,993	108,223
A) July 1, 2018*	93,894	97,195	100,496	103,795	107,093	110,387
Y) Wage Adjustment - July 1, 2019*	94,082	97,389	100,697	104,003	107,307	110,608
B) July 1, 2019*	95,964	99,337	102,711	106,083	109,453	112,820
C) July 1, 2020	97,403	100,827	104,252	107,674	111,095	114,512
D) July 1, 2021	98,864	102,339	105,816	109,289	112,761	116,230

**AI-04: annual rates of pay (in dollars) - continuation**

Effective Date	Step 7	Step 8	Step 9
§) July 1, 2017	110,578	113,787	118,875
X) Wage Adjustment - July 1, 2018*	111,463	114,697	119,826
A) July 1, 2018*	113,692	116,991	122,223
Y) Wage Adjustment - July 1, 2019*	113,919	117,225	122,467
B) July 1, 2019*	116,197	119,570	124,916
C) July 1, 2020	117,940	121,364	126,790
D) July 1, 2021	119,709	123,184	128,692

\* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix "D", rates prior to the salary change will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 0.8% wage adjustment for a compounded total of 2.816%. Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to Year 1 increases plus a 2% economic increase and a 0.2% wage adjustment for a compounded total of 5.082%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases

**AI-05: annual rates of pay (in dollars)**

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) July 1, 2017	94,533	97,743	100,951	104,159	107,362	110,577
X) Wage Adjustment - July 1, 2018*	95,289	98,525	101,759	104,992	108,221	111,462
A) July 1, 2018*	97,195	100,496	103,794	107,092	110,385	113,691
Y) Wage Adjustment - July 1, 2019*	97,389	100,697	104,002	107,306	110,606	113,918
B) July 1, 2019*	99,337	102,711	106,082	109,452	112,818	116,196
C) July 1, 2020	100,827	104,252	107,673	111,094	114,510	117,939
D) July 1, 2021	102,339	105,816	109,288	112,760	116,228	119,708

**AI-05: annual rates of pay (in dollars) - continuation**

Effective Date	Step 7	Step 8	Step 9
§) July 1, 2017	113,786	116,992	122,080
X) Wage Adjustment - July 1, 2018*	114,696	117,928	123,057
A) July 1, 2018*	116,990	120,287	125,518
Y) Wage Adjustment - July 1, 2019*	117,224	120,528	125,769
B) July 1, 2019*	119,568	122,939	128,284
C) July 1, 2020	121,362	124,783	130,208
D) July 1, 2021	123,182	126,655	132,161

\* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix "D", rates prior to the salary change will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 0.8% wage adjustment for a compounded total of 2.816%. Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to Year 1 increases plus a 2% economic increase and a 0.2% wage adjustment for a compounded total of 5.082%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases

**AI-06: annual rates of pay (in dollars)**

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) July 1, 2017	98,568	101,775	104,986	108,197	111,403	114,615
X) Wage Adjustment - July 1, 2018*	99,357	102,589	105,826	109,063	112,294	115,532
A) July 1, 2018*	101,344	104,641	107,943	111,244	114,540	117,843
Y) Wage Adjustment - July 1, 2019*	101,547	104,850	108,159	111,466	114,769	118,079
B) July 1, 2019*	103,578	106,947	110,322	113,695	117,064	120,441
C) July 1, 2020	105,132	108,551	111,977	115,400	118,820	122,248
D) July 1, 2021	106,709	110,179	113,657	117,131	120,602	124,082



**AI-06: annual rates of pay (in dollars) - continuation**

Effective Date	Step 7	Step 8	Step 9
§) July 1, 2017	117,825	121,032	126,120
X) Wage Adjustment - July 1, 2018*	118,768	122,000	127,129
A) July 1, 2018*	121,143	124,440	129,672
Y) Wage Adjustment - July 1, 2019*	121,385	124,689	129,931
B) July 1, 2019*	123,813	127,183	132,530
C) July 1, 2020	125,670	129,091	134,518
D) July 1, 2021	127,555	131,027	136,536

\* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix "D", rates prior to the salary change will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 0.8% wage adjustment for a compounded total of 2.816%. Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to Year 1 increases plus a 2% economic increase and a 0.2% wage adjustment for a compounded total of 5.082%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases

**AI-07: annual rates of pay (in dollars)**

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) July 1, 2017	104,014	107,223	110,432	113,641	116,851	120,059
X) Wage Adjustment - July 1, 2018*	104,846	108,081	111,315	114,550	117,786	121,019
A) July 1, 2018*	106,943	110,243	113,541	116,841	120,142	123,439
Y) Wage Adjustment - July 1, 2019*	107,157	110,463	113,768	117,075	120,382	123,686
B) July 1, 2019*	109,300	112,672	116,043	119,417	122,790	126,160
C) July 1, 2020	110,940	114,362	117,784	121,208	124,632	128,052
D) July 1, 2021	112,604	116,077	119,551	123,026	126,501	129,973

**AI-07: annual rates of pay (in dollars) - continuation**

Effective Date	Step 7	Step 8	Step 9
§) July 1, 2017	123,268	126,472	130,573
X) Wage Adjustment - July 1, 2018*	124,254	127,484	131,618
A) July 1, 2018*	126,739	130,034	134,250
Y) Wage Adjustment - July 1, 2019*	126,992	130,294	134,519
B) July 1, 2019*	129,532	132,900	137,209
C) July 1, 2020	131,475	134,894	139,267
D) July 1, 2021	133,447	136,917	141,356

\* Rates of pay will change within 180 days after the signing of the collective agreement. In accordance with Appendix "D", rates prior to the salary change will be paid as lump sum payments:

- a. Year 1: Retroactive lump sum payment equal to a 2% economic increase and 0.8% wage adjustment for a compounded total of 2.816%. Changes to the pay rates will not appear on employees' pay statements.
- b. Year 2: Retroactive lump sum payment equal to Year 1 increases plus a 2% economic increase and a 0.2% wage adjustment for a compounded total of 5.082%. The revised pay rates will be reflected on the employee's pay statements upon implementation of prospective salary increases

**Pay notes**

The rates of pay set forth in Appendix “A” shall become effective on the date specified.

- a. Where the rates of pay set forth in Appendix “A” have an effective date prior to the date of signing of this agreement, the following shall apply:
  - i. “retroactive period” for the purpose of subparagraphs (ii) to (v) means the period from the effective date of the revision up to and including the day before the collective agreement is signed or when an arbitral award is rendered therefor;
  - ii. a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the group identified in Article 2 of this agreement during the retroactive period;
  - iii. for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;
  - iv. for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the *Directive on Terms and Conditions of Employment*, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;
  - v. no payment or no notification shall be made pursuant to paragraph (b) for one dollar (\$1) or less.
- b. The pay increment period for a full-time employee is fifty-two (52) weeks. The pay increment date for a full-time employee appointed to a position in the bargaining unit on promotion, demotion or from outside the public service shall be the anniversary date of such appointment. The pay increment date for employees appointed prior to the date of signing remains unchanged.

**Letter of Understanding (1-09)**

Mr. Greg Myles  
President  
CATCA CAW Local 5454  
National Automobile, Aerospace, Transportation and  
General Workers' Union of Canada  
304-265 Carling Avenue  
Ottawa, Ontario  
K1S 2E1

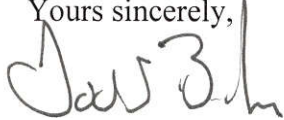
Dear Mr. Myles:

This letter will confirm our understanding with respect to clause 14.02.

It is agreed, that following signature of the current collective agreement, Transport Canada will provide your Union with the following information on a monthly basis pertaining to all employees in the AI bargaining unit:

- a. Employee's name
- b. Position number
- c. Group and level
- d. Location (unit)
- e. Tenure or status in position
- f. Effective date of change
- g. Current salary
- h. Date of appointment
- i. Acting level
- j. Position title.

Current salary will not be provided unless the Employer has received authorization from the employee permitting release of this information.

Yours sincerely,  


Todd Burke,  
Negotiator,  
Labour Relations and  
Compensation Operations

Received and accepted this 25th day of the month of June 2008, by

  
\_\_\_\_\_  
Mr. Greg Myles

Mr. President  
CATCA CAW Local 5454  
National Automobile, Aerospace, Transportation and  
General Workers' Union of Canada

**Letter of Understanding (2-09)**

Mr. Greg Myles  
President  
National Automobile, Aerospace, Transportation and  
General Workers' Union of Canada

304-265 Carling Avenue  
Ottawa, Ontario  
K1S 2E1

Dear Mr. Myles:

This letter will confirm an understanding reached during the current Air Traffic Control negotiations in respect to conflict of interest.

It is agreed that where there is the possibility of a conflict of interest the employee will be afforded the opportunity to have his or her Union representative meet with the Employer to discuss the possible conflict of interest before a decision is given by the Employer on the matter.

Original signed by

Todd Burke,  
Negotiator,  
Labour Relations and  
Compensation Operations

Received and accepted this 25th day of the month of June 2008, by

Original signed by

President  
CATCA CAW Local 5454  
National Automobile, Aerospace, Transportation and  
General Workers' Union of Canada

**Letter of Understanding (3-09)**

Mr. Greg Myles  
President  
National Automobile, Aerospace, Transportation and  
General Workers' Union of Canada  
304-265 Carling Avenue  
Ottawa, Ontario  
K1S 2E1

Dear Mr. Myles:

This is to clarify the intent of the overtime provisions of paragraph 17.02(a) of the collective agreement, for overtime worked on days of rest.

Where an employee's overtime assignment does not commence and end on the same day, such assignment 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 terminates where more than half of the hours worked fall on that day.

Yours sincerely,

Original signed by

Cynthia Nash,  
Negotiator,  
Compensation and Labour Relations

Received and accepted this 31st day of the month of March 2011, by

Original signed by

President  
CATCA CAW Local 5454  
National Automobile, Aerospace, Transportation and  
General Workers' Union of Canada

**Letter of Understanding (4-09)**

Mr. Greg Myles  
President  
CATCA CAW Local 5454  
National Automobile, Aerospace, Transportation and  
General Workers' Union of Canada  
304-265 Carling Avenue  
Ottawa, Ontario  
K1S 2E1

Dear Mr. Myles:

This is to confirm an understanding reached during the current negotiations in respect of assignment of controllers' duties.

Functions which are presently only performed by members of the Air Traffic Control Group will not be assigned to members of other bargaining units.

Where either party deems it desirable to deviate from this understanding, the parties agree to enter into discussions to consider such proposals and may mutually agree to make exceptions to the foregoing.

Original signed by

Todd Burke,  
Negotiator,  
Labour Relations and  
Compensation Operations

Received and accepted this 25th day of the month of June 2008, by

Original signed by

President  
CATCA CAW Local 5454  
National Automobile, Aerospace, Transportation and  
General Workers' Union of Canada

## **Appendix “B”: Archived Provisions for the Elimination of Severance Pay for Voluntary Separations (Resignation and Retirement)**

This appendix is to reflect the language agreed to by the Employer and CATCA Unifor Local 5454 for the elimination of severance pay for voluntary separations (resignation and retirement) on July 2, 2011. These historical provisions are being reproduced to reflect the agreed language in cases of deferred payment.

### **Article 21: severance pay**

Effective July 2, 2011, paragraphs 21.01(b) and (e) are deleted from the collective agreement.

**21.01** Under the following circumstances and subject to clause 21.02, an employee shall receive severance benefits calculated on the basis of his or her weekly rate of pay:

#### **a. Layoff**

- i. On the first (1st) layoff after March 21, 1979, for the first (1st) complete year of continuous employment, two (2) weeks’ pay, or three (3) weeks’ pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks’ pay for employees with twenty (20) or more years of continuous employment, plus one (1) week’s pay for each additional complete year of continuous employment with a maximum benefit of thirty (30) weeks’ pay.
- ii. On second (2nd) or subsequent layoff after March 21, 1979, one (1) week’s pay for each complete year of continuous employment with a maximum benefit of twenty-nine (29) weeks’ pay, less any period in respect of which he or she was granted severance pay under subparagraph 21.01(a)(i) above.

#### **b. Retirement**

On retirement, when an employee is entitled to an immediate annuity or entitled to an immediate annual allowance under the *Public Service Superannuation Act*, one (1) week’s pay for each complete year of continuous employment with a maximum benefit of thirty (30) weeks’ pay.

#### **c. Death**

If an employee dies, there shall be paid to his or her estate, one (1) week’s pay for each complete year of continuous employment to a maximum of thirty (30) weeks’ pay, regardless of any other benefit payable.

#### **d. Termination of employment for reasons of incapacity**

An employee whose employment has been terminated under section 12(1)(e) of the *Financial Administration Act* by reason of incapacity shall on termination of his or her employment be entitled to severance pay on the basis of one (1) week’s pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks’ pay.



**e. Resignation**

On resignation, an employee who has completed ten (10) or more years of continuous employment and who is not qualified under paragraph (b) above, one half (1/2) week's pay for each complete year of continuous employment with a maximum benefit of thirteen (13) weeks' pay.

**21.02** The period of continuous employment used in the calculation of severance benefits payable to an employee under this article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clauses 21.01 and 21.04 be pyramided.

For greater certainty, payments made pursuant to clauses 21.04 to 21.07 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of clause 21.02.

**21.03** The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in his or her certificate of appointment on the date of the termination of his or her employment.

**21.04 Severance termination**

Subject to clause 21.02 above, indeterminate AIs on July 2, 2011, shall be entitled to a payment in lieu of severance equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.

**Terms of payment**

**21.05 Options**

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

- a. as a single payment at the rate of pay of the AI's substantive position as of July 2, 2011,  
or
- b. as a single payment at the time of the AI's termination of employment from the core public administration, based on the rate of pay of the AI's substantive position at the date of termination of employment from the core public administration,  
or
- c. as a combination of paragraphs (a) and (b), pursuant to paragraph 21.06(c).

**21.06 Selection of option**

- a. The Employer will advise the AI of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.

- b. The AI shall advise the Employer of the option selected within six (6) months from the official date of signing of the collective agreement.
- c. The AI who opts for the option described in paragraph 21.05(c) must specify the number of complete weeks to be paid out pursuant to paragraph 21.05(a) and the remainder to be paid out pursuant to paragraph 21.05(b).
- d. An AI who does not make a selection under paragraph 21.06(b) will be deemed to have chosen option 21.05(b).

### **21.07 Appointment from a different bargaining unit**

This clause applies in a situation where an employee is appointed into a position in the AI bargaining unit from a position outside the AI bargaining where, at the date of appointment, provisions similar to those in paragraphs 21.01(b) and (e) are still in force, unless the appointment is only on an acting basis.

- a. Subject to clause 21.02 above, on the date an indeterminate employee becomes subject to this agreement after July 2, 2011, he or she shall be entitled to a payment in lieu of severance equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- b. Subject to clause 21.02 above, on the date a term employee becomes subject to this agreement after July 2, 2011, he or she shall be entitled to a payment in lieu of severance equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- c. An employee entitled to a payment in lieu of severance under paragraph (a) or (b) shall have the same choice of options outlined in clause 21.05; however, the selection of which option must be made within three (3) months of being appointed to the bargaining unit.
- d. An employee who does not make a selection under paragraph 21.07(b) will be deemed to have chosen option paragraph 21.05(b).

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

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

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

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

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

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

## **Process**

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

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

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

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

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

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

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

## **\*\*Appendix “D”: Memorandum of Understanding between the Treasury Board of Canada and the CATCA Unifor Local 5454 with Respect to the Implementation of the Collective Agreement**

Notwithstanding the pay notes in Appendix “A” on the calculation of retroactive payments and clause 42.03 on the collective agreement implementation period, this memorandum is to give effect to the understanding reached between the Employer and the CATCA Unifor Local 5454 regarding a modified approach to the calculation and administration of retroactive payments for the current round of negotiations.

### **1. Calculation of retroactive payments**

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

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

## 2. Implementation

- a. The effective dates for economic increases will be specified in the agreement. Other provisions of the collective agreement will be effective as follows:
  - i. All components of the agreement unrelated to pay administration will come into force on signature of agreement.
  - ii. Changes to existing compensation elements and new compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one hundred and eighty (180) days after signature of agreement, on the date at which prospective elements of compensation increases will be implemented under subparagraph 2(b)(i).
  - iii. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid until changes come into force as stipulated in subparagraph 2(a)(ii).
- b. Collective agreement will be implemented over the following time frames:
  - i. The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one hundred and eighty (180) days after signature of agreement where there is no need for manual intervention.
  - ii. Retroactive amounts payable to employees will be implemented within one hundred and eighty (180) days after signature of the agreement where there is no need for manual intervention.
  - iii. Prospective compensation increases and retroactive amounts that require manual processing by compensation advisors will be implemented within five hundred and sixty (560) days after signature of agreement. Manual intervention is generally required for employees on an extended period of leave without pay (for example, maternity/parental leave), salary protected employees and those with transactions such as leave with income averaging, pre-retirement transition leave and employees paid below minimum, above maximum or in between steps. Manual intervention may also be required for specific accounts with complex salary history.

### 3. Employee recourse

- a. An employee who is in the bargaining unit for all or part of the period between the first day of the collective agreement (that is, the day after the expiry of the previous collective agreement) and the signature date of the collective agreement will be entitled to a non-pensionable amount of four hundred dollars (\$400) payable within one hundred and eighty (180) days of signature, in recognition of extended implementation time frames and the significant number of transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved.
- b. Employees in the bargaining unit for whom the collective agreement is not implemented within one hundred and eighty-one (181) days after signature will be entitled to a fifty-dollar (\$50) non-pensionable amount; these employees will be entitled to an additional fifty-dollar (\$50) non-pensionable amount for every subsequent complete period of ninety (90) days their collective agreement is not implemented, to a total maximum of nine (9) payments. These amounts will be included in their final retroactive payment. For greater certainty, the total maximum amount payable under this paragraph is four hundred and fifty dollars (\$450).
- c. If an employee is eligible for compensation in respect of section 3 under more than one collective agreement, the following applies: the employee shall receive only one non-pensionable amount of four hundred dollars (\$400); for any period under paragraph 3(b), the employee may receive one fifty-dollar (\$50) payment, to a maximum total payment of four hundred and fifty dollars (\$450).
- d. Should the Employer negotiate higher amounts for paragraph 3(a) or 3(b) with any other bargaining agent representing core public administration employees, it will compensate CATCA Unifor Local 5454 members for the difference in an administratively feasible manner.
- e. Late implementation of the 2018 collective agreements will not create any entitlements pursuant to the agreement between the CPA bargaining agents and the Treasury Board of Canada with regard to damages caused by the Phoenix pay system.
- f. Employees for whom collective agreement implementation requires manual intervention will be notified of the delay within one hundred and eighty (180) days after signature of the agreement.
- g. Employees will be provided a detailed breakdown of the retroactive payments received and may request that the departmental compensation unit or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with CATCA Unifor Local 5454 regarding the format of the detailed breakdown.
- h. In such a circumstance, for employees in organizations serviced by the Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay.