

The Canadian Association of Professional Employees

## CHANGES TO THE EC COLLECTIVE AGREEMENT

July 16, 2012

## Notes to the EC membership:

- The new provisions are in force since the date of the arbitral award, July 12 2012.
- The pay adjustment is normally completed within the first three pay periods though the employer is entitled to take as long as 150 days to implement (period imposed in the last round through the final offer).
- Pay owed for the retroactive period from June 22 2011 to the first adjusted paycheck may take longer if calculations are complicated by periods of acting pay, overtime, etc.
- The new provisions regarding severance pay for retirement and resignation are identical to those of other agreements that have been modified over the past year or so with the exception that EC employees continued to accumulate an extra year from the expiry date of the agreement to the arbitral award. Therefore, as of July 12, 2012 EC employees have ceased to accumulate time for the purpose of the calculation of severance on retirement and resignation. EC employees may cash-out immediately part or all accumulated severance or cash-out on retirement or resignation. Severance on lay-off has been enhanced. (see the language below for details)
- The *Work Force Adjustment Directive* (WFAD) and its entitlements are not the object of negotiations when the collective agreement is negotiated. There are no changes to the WFAD.

The text below is the actual text of the arbitral award or of what was negotiated. Text that has been deleted from the collective agreement appears as crossed out. New text added to the agreement is in bold. The pay scales have been calculated by CAPE for information purposes.

Official pay scales are prepared by the employer in discussions with the Association during the preparation of the final draft of the new collective agreement.

## ARTICLE 2

### INTERPRETATION AND DEFINITIONS

**2.01** For the purpose of this Agreement:

**“continuous employment”** has the same meaning as specified in the ~~*Public Service Directive on Terms and Conditions of Employment Regulations*~~ on the date of the signing of this Agreement (« emploi continu »);

## **ARTICLE 11**

### **INFORMATION**

**11.02** The Employer agrees to supply each employee with a copy of the collective agreement and will endeavour to do so within one (1) month following the receipt from the printer. ~~Where electronic access to the Agreement is unavailable or impractical, or upon request, the employee will be supplied with a printed copy of the Agreement.~~ **Where electronic access to the Agreement is unavailable or impractical, or upon request, the employee will be supplied with a printed copy of the Agreement.**

## **ARTICLE 20**

### **DESIGNATED PAID HOLIDAYS**

**20.04** When a day designated as a paid holiday for an employee is moved to another day under the provisions of clause 20.03:

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

## ARTICLE 21

### OTHER LEAVE WITH OR WITHOUT PAY

#### 21.09 Leave Without Pay for the Care of ~~Immediate~~ Family

Subject to operational requirements, an employee shall be granted leave without pay for the care of immediate family in accordance with the following conditions:

- (a) For the purpose of this clause, family is defined as spouse (or common-law partner), children (including foster children or children of spouse or common-law partner) parents (including stepparents or foster parent) **brother, sister, father-in-law, mother-in-law, grandchild, the employee's grandparents** or any relative permanently residing in the employee's household or with whom the employee permanently resides.

**ARTICLE 21**  
**OTHER LEAVE WITH OR WITHOUT PAY**

**21.13 Court Attendance Leave**

Leave with pay shall be granted to every employee, who is required:

- (a) to serve on a jury or to be available for jury selection;  
and
- (b) 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.~~

## ARTICLE 21

### OTHER LEAVE WITH OR WITHOUT PAY

#### 21.14 Injury-on-Duty Leave

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 ~~willful~~ **wilful** misconduct,



**ARTICLE 22**  
**SICK LEAVE WITH PAY**

**22.08** The Employer agrees that an employee recommended for termination for cause pursuant to Section ~~11(2)~~ **12(1)(e)** of the *Financial Administration Act* for reasons of incapacity by reason of ill-health shall not be released at a date earlier than the date at which the employee will have utilized his or her accumulated sick leave credits.

**ARTICLE 24**  
**VACATION LEAVE WITH PAY**

**Accumulation of Vacation Leave Credits**

**24.02** An employee shall earn vacation leave credits at the following rate for each calendar month during which the employee receives pay for at least ~~ten (10) days~~ **seventy-five (75) hours**:

## ARTICLE 24

### VACATION LEAVE WITH PAY

#### Leave When Employment Terminates

##### 24.09

(a) When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation leave with pay to the employee's credit by the hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment, except that the Employer shall grant the employee any vacation leave earned but not used by the employee before the employment is terminated by lay-off if the employee so requests because of a requirement to meet minimum continuous employment requirements for severance pay.

**(b) Upon the request of the employee, the Employer shall grant the employee any unused vacation leave credits prior to termination of employment if this will enable the employee, for purposes of severance pay, to complete the first (1<sup>st</sup>) year of continuous employment in the case of lay-off, and the tenth (10<sup>th</sup>) year of continuous employment in the case of resignation.**

## ARTICLE 25

### SEVERANCE PAY

**Effective July 12, 2012, paragraphs 25.01 (b) and (d) are deleted from the collective agreement.**

**25.01** Under the following circumstances and subject to clause 25.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay:

(a) **Lay-off**

- (i) On the first lay-off, ~~two (2) weeks' pay~~ for the first (1<sup>st</sup>) 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 or more years of continuous employment, plus and one (1) week's pay** for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
- (ii) On second or subsequent lay-off, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under subparagraph 25.01 (a)(i) above.

(b) **Resignation**

On resignation, subject to paragraph 25.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment, to a maximum of twenty-six (26) years, with a maximum benefit of thirteen (13) weeks' pay.

(c) **Rejection on Probation**

On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay for each complete year of continuous employment.

(d) **Retirement**

- (i) On retirement, when an employee is entitled to an immediate annuity under the *Public Service Superannuation Act* or when the employee is entitled to an immediate annual allowance under the *Public Service Superannuation Act*,  
or
- (ii) when a part-time employee who regularly works more than thirteen decimal five (13.5) but less than thirty (30) hours a week and who, if he or she were a contributor under the *Public Service Superannuation Act*, would be entitled to an immediate annuity thereunder or who would have been entitled to an immediate annual allowance if he or she were a contributor under the *Public Service Superannuation Act*,

a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a

partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay.

(e) **Death**

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

(f) **Termination for Cause for Reasons of Incapacity or Incompetence**

(i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to paragraph 12(1)(d) or (e) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment, to a maximum of twenty-eight (28) weeks.

(ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence pursuant to paragraph 12(1)(d) or (e) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment, to a maximum of twenty-eight (28) weeks.

**25.02** 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 25.01~~ **this Article** be pyramided.

**For greater certainty, payments made pursuant to 25.05 to 25.08 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of 25.02.**

**25.03**

(a) The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in the employee's certificate of appointment pertaining to the position held by the employee on a substantive basis immediately prior to the termination of the employee's employment.

(b) Notwithstanding paragraph 25.03(a), where an employee has been in an acting position for more than 1 (one) years at the time of severance, the rate of pay used to determine the employee's severance pay is the employee's acting rate of pay.

**Appointment to a Separate Employer Organization**

**25.04** ~~Notwithstanding 25.01(b), an~~ **An** employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* ~~may choose not~~ **shall** to be paid severance pay ~~provided that the appointing organization will accept the employee's Schedules I and IV service for its severance pay entitlement~~ **payments resulting from the application of 25.01 (b) prior July 12, 2012 or 25.05-25.08 (commencing on July 12, 2012).**

## **25.05 Severance Termination**

(a) Subject to 25.02 above, indeterminate employees on July 12, 2012 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.

(b) Subject to 25.02 above, term employees on July 12, 2012 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

### **Terms of Payment**

## **25.06 Options**

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

- (a) as a single payment at the rate of pay of the employee's substantive position as of July 12, 2012, or
- (b) as a single payment at the time of the employee's termination of employment from the core public administration, based on the rate of pay of the employee's substantive position at the date of termination of employment from the core public administration, or
- (c) as a combination of (a) and (b), pursuant to 25.07(c).

## **25.07 Selection of Option**

- (a) The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.
- (b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
- (c) The employee who opts for the option described in 25.06(c) must specify the number of complete weeks to be paid out pursuant to 25.06(a) and the remainder to be paid out pursuant to 25.06(b).
- (d) An employee who does not make a selection under 25.06(b) will be deemed to have chosen option 25.06(b).

## **25.08 Appointment from a Different Bargaining Unit**

This clause applies in a situation where an employee is appointed into a position in the EC bargaining unit from a position outside the EC bargaining unit where, at the date of appointment, provisions similar to those in 25.01(b) and (d) are still in force, unless the appointment is only on an acting basis.

- (a) Subject to 25.02 above, on the date an indeterminate employee becomes subject to this Agreement after July 12, 2012, he or she shall be entitled to severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his or her substantive position on the day preceding the appointment.

- (b) Subject to 25.02 above, on the date an term employee becomes subject to this Agreement after July 12, 2012, he or she shall be entitled to severance payment payable under 61.05(b), equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his or her substantive position on the day preceding the appointment.**
- (c) An employee entitled to a severance payment under sub-paragraph (a) or (b) shall have the same choice of options outlined in 25.06, 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 25.08 (c) shall be deemed to have chosen option 25.06 (b)**

**ARTICLE 27**  
**PAY ADMINISTRATION**

**27.03**

- (b) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of this Agreement, the following shall apply:
- (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 ~~Public Service~~ Terms and Conditions of Employment Regulations***, 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;



## ARTICLE 28

### HOURS OF WORK AND OVERTIME

#### 28.08

Two (2) rest periods of fifteen (15) minutes each shall be scheduled during each normal day ~~for non-operating employees. The Employer agrees, where operational requirements permit, to continue the present practice of providing rest periods for operating employees.~~

## ARTICLE 28

### HOURS OF WORK AND OVERTIME

**28.11** When an employee is required by the Employer to work overtime, the employee shall be compensated for each fifteen (15)-minute period as follows:

...

c) on the employee's second or subsequent day of rest,

(i) at the basis of double (2) time for each hour of overtime worked. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest;

(ii) ~~notwithstanding paragraph (b) and subparagraph (c)(i) above, if, in an unbroken series of consecutive and contiguous calendar days of rest, the Employer permits the employee to work the required overtime on a day of rest requested by the employee, then the compensation shall be at time and one-half (1 1/2) for the first day worked.~~

## **ARTICLE 30**

### **TRAVELLING TIME**

**30.01** For the purposes of this Agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article.

**30.02** When an employee is required to travel outside his or her headquarters area on government business, as this expression is defined by the employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 30.03 and 30.04. Travelling time shall include time necessarily spent at each stop-over enroute provided such stop-over is not longer than ~~three (3)~~ **five (5)** hours.

**ARTICLE 39**  
**NATIONAL JOINT COUNCIL AGREEMENTS**

**39.01** 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 *PSLRA* and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act specified in Section 113(b) of the *PSLRA*.

**39.02** NJC items which may be included in a collective agreement are those items which the parties to the NJC agreements have designated as such or upon which the Chairman of the PSLRB has made a ruling pursuant to paragraph (c) of the NJC Memorandum of Understanding which became effective December 6, 1978.

**39.03** The following directives, policies or regulations, as amended from time to time by the National Joint Council recommendation and which have been approved by the Treasury Board of Canada form part of this collective agreement:

- (1) Bilingual Bonus Directive
- (2) Commuting Assistance Directive
- (3) First Aid to the General Public – Allowance for Employees
- (4) Foreign Service Directives
- (5) Isolated Post and Government Housing Directive
- (6) Memorandum of Understanding on Definition of Spouse
- (7) Public Service Health Care Plan Directive
- (8) NJC ~~Integrated~~ Relocation Directive
- (9) Travel Directive
- (10) Uniforms Directive
- (11) Workforce Adjustment Directive

~~Occupational Safety and Health~~

- (12) Occupational **Health and Safety** ~~and Health~~ Directive
- ~~(13) — Committees and Representatives Directive~~
- ~~(14) — Motor Vehicle Operations Directive~~
- ~~(15) — Pesticides Directive~~
- ~~(16) — Refusal to Work Directive~~

During the term of this collective agreement, other directives, policies or regulations may be added to the above noted list.

## ARTICLE 40

### GRIEVANCE PROCEDURE

#### 40.22 Reference to Adjudication

(1) An employee may refer to adjudication, **in accordance with the provisions of the *Public Service Labour Relations Act and Regulations*** an individual grievance that has been presented up to and including the final level in the grievance process and that has not been dealt with to the employee's satisfaction if the grievance is related to:

- (a) the interpretation or application in respect of the employee of a provision of a collective agreement or an arbitral award;
- (b) a disciplinary action resulting in termination, demotion, suspension or financial penalty;
- (c) demotion or termination under paragraph 12(1)(d) of the *Financial Administration Act* for unsatisfactory performance or under paragraph 12(1)(e) of that Act for any other reason that does not relate to a breach of discipline or misconduct,

## ARTICLE 40

### GRIEVANCE PROCEDURE

#### 40.37 Reference to Adjudication

(1) The Association may refer to adjudication, **in accordance with the provisions of the *Public Service Labour Relations Act and Regulations*** any group grievance that has been presented up to and including the final level in the grievance process and that has not been dealt with to its satisfaction.

## APPENDIX C

### VARIABLE HOURS OF WORK

#### C.01 General Terms

The scheduled hours of work of any day as set forth in a work schedule, may exceed or be less than the regular workday hours specified by this Agreement; starting and finishing times, meal breaks and rest periods ~~shall be determined according to operational requirements as determined by the Employer~~ **are subject to the approval of the Employer** and the daily hours of work shall be consecutive.

For shift workers such schedules shall provide that an employee's normal workweek shall average the weekly hours per week specified in this Agreement over the life of the schedule. The maximum life of a schedule shall be six (6) months.

For day workers, such schedules shall provide that an employee's normal workweek shall average the weekly hours per week specified in this Agreement over the life of the schedule. The maximum life of a schedule shall be ~~twenty-eight (28) days~~ **fifty-two (52) weeks**.

Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

*Note: For consistency, Article 28.01 (d) (i) will be amended accordingly.*





Unofficial – Prepared by CAPE’s National Office for information purposes								
APPENDIX "A"								
Rates of Pay for the Economics and Social Science Services Group (EC)								
A	22 June 2011	1.75%						
B	22 June 2012	1.50%						
X	22 June 2013	3.45%						
C	22 June 2013	2.00%						
	EC-01	From:	44350	45903	47508	49173	51584	
		A	45126	46706	48339	50034	52487	
		B	45803	47407	49064	50784	53274	
		X		47407	49064	50784	53274	55112
		C		48355	50046	51800	54340	56214
	EC-02	From:	50122	51357	52601	54444	56917	
		A	50999	52256	53522	55397	57913	
		B	51764	53040	54324	56228	58782	
		X		53040	54324	56228	58782	60810
		C		54100	55411	57352	59957	62026
	EC-03	From:	55102	56725	58344	59960	62044	
		A	56066	57718	59365	61009	63130	
		B	56907	58583	60255	61924	64077	
		X		58583	60255	61924	64077	66287
		C		59755	61461	63163	65358	67613
	EC-04	From:	59009	61233	63328	65517	68498	
		A	60042	62305	64436	66664	69697	
		B	60942	63239	65403	67664	70742	
		X		63239	65403	67664	70742	73183
		C		64504	66711	69017	72157	74646
	EC-05	From:	70614	73208	75443	77909	81454	
		A	71850	74489	76763	79272	82879	
		B	72927	75606	77915	80461	84123	
		X		75606	77915	80461	84123	87025
		C		77119	79473	82071	85805	88765
	EC-06	From:	80243	82711	85609	88689	92725	
		A	81647	84158	87107	90241	94348	
		B	82872	85421	88414	91595	95763	
		X		85421	88414	91595	95763	99067
		C		87129	90182	93427	97678	101048
	EC-07	From:	90244	93453	96274	99194	103707	
		A	91823	95088	97959	100930	105522	
		B	93201	96515	99428	102444	107105	
		X		96515	99428	102444	107105	110800
		C		98445	101417	104493	109247	113016
	EC-08	From:	98761	101602	104417	107370	112255	
		A	100489	103380	106244	109249	114219	
		B	101997	104931	107838	110888	115933	
		X		104931	107838	110888	115933	119932
		C		107029	109995	113105	118251	122331