



**Collective Bargaining Proposals**

**presented by**

**Canadian Association of Professional Employees**

**to**

**Treasury Board**

**On Behalf of the**

**Economics and Social Science Services (EC)**

**June 11, 2014**



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Without prejudice, you will find herewith attached proposals tabled by the *Canadian Association of Professional Employees* (CAPE) for the Economics and Social Science Services (EC) collective agreement.

The proposals represent improvements to various articles, including articles that include a definition of family, the travelling time article, and the article defining the entitlement to leave with pay for family-related responsibilities. They include also new provisions and entitlements, including a new unpaid leave entitlement for armed forces reserve duty. We look forward to a fulsome discussion of the addition to the EC collective agreement of provisions that will allow both managers and employees some degree of stability regarding the Long Term Disability regime. Some proposals are designed specifically to address matters that are particular to the type of knowledge work carried out by members of the EC group, including improvements to the career development provisions.

CAPE has also identified matters that require discussion and negotiation but for which no language is proposed for the moment, including vacation leave, pension and performance management. Over the course of the past couple of years, EC employees have seen their work environment upset with physical changes, mostly without any consultation regarding related matters of productivity and health. We look forward to a fulsome discussion of the manner in which the physical work environment is reorganized and of the importance of consultation in such instances.

CAPE's pay proposals will address various issues including the issue of pay scales that will compare fairly with pay in the private sector for work of equivalent value. An arbitration board awarded an increment in the previous contract in order to re-establish some degree of relativity with other professional groups within the public service. The matter of comparability with the private sector remains to be addressed in the current round.

Rationale for all proposals will be provided at the table. The Association reserves the right to present other proposals as well as counter proposals with respect to specific Employer proposals.

Furthermore, the Association proposes that articles of the agreement which are not ultimately dealt with as proposals by the parties shall be renewed with appropriate editorial modification to ensure compatibility with other articles and Acts and regulations as finally agreed. In particular, the Association also proposes in the current round a review of the language of the collective agreement in order to ensure compatibility with legislated changes to the relevant labour relations regime.

Finally, the Association asks the employer to disclose the details of changes to policies, conditions and terms of employment, as well as benefits that the employer can reasonably anticipate will be decided or proposed by the employer away from this bargaining table before or during the life of the agreement. The Association asks that the employer volunteer information that will allow the parties to discuss how such changes could affect the value of the proposals brought to the table during the current round of bargaining. CAPE reserves the right to submit additional proposals after receiving this information.

## ARTICLE 2

### INTERPRETATION AND DEFINITION

**"family" (famille) except where otherwise specified in this Agreement means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law partner), child (including child of common-law partner or foster child), stepchild or ward of the employee, grand-parent, grandchild, father-in-law, mother-in-law, and relative permanently residing in the employee's household or with whom the employee permanently resides.**

**Comment:** The expanded definition of family will apply to the following 3 Articles: Article 21.02 Bereavement Leave; Article 21.09 Leave without Pay for the Care of ~~Immediate~~ Family; Article 21.12 Leave with Pay for Family-Related Responsibilities. See below.

#### 21.02 Bereavement Leave with Pay

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

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

~~(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) or any relative permanently residing in the employee's household or with whom the employee permanently resides.~~

#### 21.12 Leave with Pay for Family-Related Responsibilities

~~(a) For the purpose of this clause, family is defined as spouse (or common-law partner), children (including foster children and children of spouse or common-law partner), parents (including step-parents or foster parents), parents of spouse or common-law partner, grandparents, or any relative permanently residing in the employee's household or with whom the employee permanently resides.~~

## ARTICLE 2

### INTERPRETATION AND DEFINITION

**“harassment” (harcèlement) means improper conduct by an individual, that is directed at and offensive to another individual in the workplace, including at any event or any location related to work, and that the individual knew or ought reasonably to have known would cause offence or harm. It comprises objectionable act(s), comment(s) or display(s) that demean, belittle, or cause personal humiliation or embarrassment, and any act of intimidation or threat. It also includes harassment within the meaning of the *Canadian Human Rights Act* .**

## ARTICLE 9

### USE OF EMPLOYER FACILITIES

- 9.01** Space on bulletin boards (including electronic bulletin boards where available) will be made available to the Association for the posting of official Association notices, in convenient locations determined by the Employer and the Association. The posting of notices or other material **or the circulation of such information** shall require the prior approval of the Employer **and of a national representative of the Association**, except notices of Association business affairs and meetings, and Association elections, the names of the Association's representatives and social and recreational events. The Employer reserves the right to refuse the posting **and circulation** of any information which it considers adverse to its interests or to the interests of any of its representatives.

**ARTICLE 17**

**~~NO SEXUAL HARASSMENT~~**

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

...

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

...

**ARTICLE 19**

**LEAVE GENERAL**

**19.XX**

- a) When operational requirements are invoked by the Employer for the refusal of a request for leave, the employee may request a written detailed explanation.**
- b) The employer must provide the written explanation within fourteen (14) calendar days.**

**ARTICLE 20**

**DESIGNATED PAID HOLIDAYS**

20.01 Subject to clause 20.02, the following days shall be designated paid holidays for employees:

(a) New Year's Day

**Family Day on the third Monday of the month of February**

Good Friday

Easter Monday

the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday

Canada Day

Labour Day

the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving

Remembrance Day

Christmas Day

Boxing Day,

(b) one additional day in each year that, in the opinion of the Employer, is recognized to be a territorial, provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August,

(c) one additional day when proclaimed by an Act of Parliament as a national holiday.

**ARTICLE 20**

**DESIGNATED PAID HOLIDAYS**

**20.XX**

- a) **An employee shall not lose entitlement to a day of paid holiday under 20.01 (b) as a result of a move of the employee's place of work.**
  
- b) **For greater clarity, this means that in the event that an employee's place of work moves to a province after a provincial designated holiday of the new place of work and before a provincial designated holiday of the former place of work, the employee shall be entitled to a day of paid leave on the day of the latter in the year of the move only.**

**ARTICLE 21**

**OTHER LEAVE WITH OR WITHOUT PAY**

21.02 Bereavement Leave with Pay

- (a) When a member of the employee's ~~immediate~~ family dies, an employee shall be entitled to ~~a single bereavement period leave of five (5)~~ **seven (7)** consecutive calendar days. Such bereavement period, 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~~ **periods** the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

**ARTICLE 21**

**OTHER LEAVE WITH OR WITHOUT PAY**

21.02 Bereavement Leave with Pay

- x) **Subject to operational requirements, an employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of a close friend.**

## 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~~ **a member of the 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.~~
- ~~(b)~~ (a) Subject to paragraph ~~(a)~~ **the definition of family in paragraph 2.01**, up to five (5) years leave without pay during an employee's total period of employment in the Public Service may be granted for the ~~personal long term~~ care of the employee's family or for the care of a dying family member. Leave granted under this paragraph shall be for a minimum period of three (3) weeks.
- ~~(c)~~ (b) 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.
- ~~(d)~~ (c) Notwithstanding paragraphs ~~(a) and (b) above~~ **the definition of family in paragraph 2.01**, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits ~~may~~ **shall** be granted leave **under this article. Notwithstanding paragraphs (a) and (b) above leave may be taken** for periods of less than three (3) weeks. ~~but not exceeding (8) eight weeks, while in receipt of or awaiting these benefits.~~
- ~~(e)~~ (d) Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (b) above only for the periods where the employee provides the Employer with proof that he or she has been in receipt of Employment Insurance (EI) Compassionate Care Benefits.
- ~~(f)~~ (e) At the request of an employee and with the approval of the Employer, an employee who has proceeded on leave without pay may change his or her return to work date.

- (f) An employee who has provided the Employer with proof that he or she has applied for and is in receipt of EI Compassionate Care shall be paid a Compassionate Care Allowance which will consist of the following:**
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance Compassionate Care Benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;**
  - (ii) for each week in respect of which the employee receives Employment Insurance Compassionate Care Benefits, the difference between the gross weekly amount of the Employment Insurance Compassionate Care Benefits he or she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period.**

ARTICLE 21

OTHER LEAVE WITH OR WITHOUT PAY

21.12 Leave with Pay for Family-Related Responsibilities

~~(a) For the purpose of this clause, family is defined as spouse (or common law partner), children (including foster children and children of spouse or common law partner), parents (including step parents or foster parents), parents of spouse or common law partner, grandparents, or any relative permanently residing in the employee's household or with whom the employee permanently resides.~~

(b) **(a)** The Employer shall grant leave with pay under the following circumstances:

- (i) to take a family member for ~~medical~~ **health** or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- (ii) to provide for the ~~immediate and temporary~~ care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
- (iii) to provide for the ~~immediate and temporary~~ care of an elderly member of the employee's family;
- (iv) for needs directly related to the birth or to the adoption of the employee's child.

(c) **(b)** The total leave with pay which may be granted under sub-paragraphs ~~(b)~~ **(a)** (i), (ii), (iii) and (iv) shall not exceed ~~thirty seven decimal five (37.5)~~ **seventy five (75)** hours in a fiscal year.

(c) **seven decimal five (7.5) hours out of the ~~thirty seven decimal five (37.5) hours stipulated in clause 21.12 b) above may be used:~~**

- (i) to attend school functions, if the supervisor was notified of the functions as far in advance as possible;**
- (ii) to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;**
- (iii) to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other**

**professional representative, if the supervisor was notified of the appointment as far in advance as possible.**

- (d) **(e)** Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 21.12~~(b)~~ **(a)** above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.
- x) Leave which has not been used shall be carried over into the following fiscal year up to a maximum of (seventy five) 75 hours.**

## ARTICLE 21

### OTHER LEAVE WITH OR WITHOUT PAY

#### 21.15 Personnel Selection Leave

Where an employee participates in a personnel selection process, including the ~~appeal~~ **complaint** process where applicable, for **a pool** or position in the Public Service, as defined in the PSLRA, the employee is entitled to leave with pay for the period during which the employee is required, either in person or via electronic means 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. This clause applies equally in respect of the personnel selection processes related to deployment. **For greater clarity, the selection process is to be understood as including meetings with management for the purposes of feedback and explanation.**

**ARTICLE 21**

**OTHER LEAVE WITH OR WITHOUT PAY**

21.16 Personal Leave with Pay

- (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)~~ **up to fifteen (15)** hours of leave with pay for reasons of a personal nature.

**ARTICLE 21**

**OTHER LEAVE WITH OR WITHOUT PAY**

**XX Medical and Dental Appointments**

**Subject to operational requirements, an employee is entitled to a maximum of half a day of paid leave for each medical or dental appointment.**

**ARTICLE 21**

**OTHER LEAVE WITH OR WITHOUT PAY**

**XX Complementary Leave Without Pay**

**(a) If an employee has used all the annual leave credits to which he is entitled in the year, the employer may at its discretion grant the employee, during the current fiscal year, a maximum of ten (10) days of complementary leave without pay, to be taken consecutively or otherwise.**

**(b) The employee shall give two (2) days' advance notice for each day of complementary leave without pay requested.**

**(c) The Employer may for good and sufficient reason grant complementary leave without pay on shorter notice than that provided for in paragraph (b).**

**(d) An employee may not take complementary leave without pay during his first six (6) months of continuous employment.**

**ARTICLE 22**

**SICK LEAVE**

**22. XX Disability Insurance Allowance**

- (a) **An employee who has become disabled and has expended all of his or her sick leave credits before or during the elimination period of 13 weeks specified in the Disability Insurance Plan shall be paid a Disability Insurance Allowance as follows:**
- (i) **where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance Sick Leave Benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;**
  - (ii) **for each week in respect of which the employee receives Employment Insurance Sick Leave Benefits, the difference between the gross weekly amount of the Employment Insurance Sick Leave benefits he or she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period.**

**ARTICLE 22**

**SICK LEAVE**

22.02

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

22.03

- a) Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 22.02(a).
- b) Expenses incurred by the employee to meet the requirements of paragraph 22.02(a) will be reimbursed by the Employer.**

**ARTICLE 23**

**CAREER DEVELOPMENT**

**23.XX** Each employee shall be allocated, out of departmental funds, no less than \$1,550 for professional development expenses per fiscal year.

## ARTICLE 23

### CAREER DEVELOPMENT

#### 23.01 Education Leave

##### General

An employee is entitled to a personal learning plan which will be jointly developed with the responsible manager. The personal learning plan will be reviewed and updated on an annual basis at the employee's request. **The responsible manager will make every reasonable effort to ensure that the learning plan is carried through.**

- (a) 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 additional or special studies in some field of education in which special preparation is needed to enable the employee 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, **or language training.**
- (b) An employee on education leave under this clause shall receive allowances in lieu of salary equivalent of up to one hundred per cent (100%) of the employee's basic salary provided that 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.
- x **An employee on language training under this clause shall be reimbursed the costs of the training.**

**ARTICLE 23**

**CAREER DEVELOPMENT**

**23.04 ~~Consultation~~ National Joint Professional Development Committee**

- (a) The parties to this Agreement acknowledge the mutual benefits to be derived from consultation on ~~Career~~ **Professional Development**, and ~~agree to consult on this issue at the departmental and local union level, subject to the provisions of Article 38, Joint Consultation~~ **that such consultation will occur at both the departmental level through existing Joint Consultation Committees and at the interdepartmental level through the National Joint Professional Development Committee.**
- (b) **The National Joint Professional Development Committee shall be composed of Association and Employer representatives who shall meet at mutually satisfactory times.**
- (c) **The National Professional Developmental Committee is authorized to invite additional members to participate in the committee with mutual agreement of the Association and the Employer.**
- (d) **Employees forming the continuing membership of the National Joint Professional Development Committee shall be protected against any loss of normal pay by reason of attendance at such meetings, including reasonable travel time where applicable.**
- (e) **The parties recognize the purpose of the National Joint Professional Development Committee is to provide a forum for discussion and consultation on professional development for the EC Group.**
- (f) **It is 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.**
- (g) **In establishing this committee, it is understood by the parties that Departments are responsible for the application of the policies related to Professional Development.**

**ARTICLE 24**

**VACATION LEAVE WITH PAY**

24.02 Accumulation of Vacation Leave Credits

**To be discussed.**

**ARTICLE 24**

**VACATION LEAVE WITH PAY**

**24.02 Accumulation of Vacation Leave Credits**

- (i) for the purpose of clause 24.02 only, all service within the Public Service **and service for an organization listed in Schedule III, Part II of the Financial Administration Act**, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Public Service within one year following the date of lay-off;

**ARTICLE 24**

**VACATION LEAVE WITH PAY**

**XX Service with the Canadian Forces and the RCMP**

- (a) Any former service in the Canadian Forces for a continuous period of six months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall be included in the calculation of vacation leave credits, once verifiable evidence of such service has been provided in a manner acceptable to the Employer.**
- (b) Any former service in uniform with the RCMP for a continuous period of six months or more shall be included in the calculation of vacation leave credits, once verifiable evidence of such service has been provided in a manner acceptable to the Employer.**

ARTICLE 28

HOURS OF WORK AND OVERTIME

28.14

- a) Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay.
  
- b) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer. Compensatory leave with pay **in excess of thirty-seven decimal five (37.5) hours outstanding at the end of the fiscal year, and unused by September 30 of the next fiscal year, shall be paid in cash on September 30** ~~not used by the end of the fiscal year shall be paid in cash~~ at the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment at that date. An employee may elect to carry over into the next fiscal year up to a maximum of thirty-seven decimal five (37.5) hours of unused compensatory leave.

...

**ARTICLE 28**

**HOURS OF WORK AND OVERTIME**

**28.17 Overtime Compensation and Staffing**

**The employer must append the overtime provisions of the collective agreement to any and all staffing documents that refer to overtime.**

**ARTICLE 30**

**TRAVELLING TIME**

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 en route provided such stop-over ~~is no longer than three (3) hours~~ **does not include an overnight stay.**

**ARTICLE 30**

**TRAVELLING TIME**

**30.09 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 or her permanent residence for ~~forty (40)~~ **twenty (20)** nights during a fiscal year shall be granted seven decimal five (7.5) hours off with pay. The employee shall be credited with an additional seven decimal five (7.5) hours 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 hours off earned under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year and shall accumulate as compensatory leave with pay, to be administered in accordance with paragraph 28.14(b) of this Agreement.

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

**ARTICLE 35**

**DISCIPLINE**

**35.03**

Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee **or included in the Employer's electronic information system** shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

**ARTICLE 36**  
**EMPLOYEE PERFORMANCE REVIEW**  
**AND EMPLOYEE FILES**

**To be discussed.**

**ARTICLE 40**

**GRIEVANCE PROCEDURE**

40.18 Where the Employer demotes or terminates an employee for cause pursuant to paragraphs 12(1)(c), (d) or (e) of the Financial Administration Act, the grievance procedure set forth in this Agreement shall apply except that:

- (a) the grievance may be presented at the final level only;
- (b) notwithstanding paragraph ~~40.09~~ 40.03(c), the Deputy Head cannot appoint a representative to hear the grievance and to render a decision.
- (c) the twenty (20) day time limit within which the Employer is to reply at the final step may be extended to a maximum of forty (40) days by mutual agreement of the Employer and the appropriate representative of the Association.

**ARTICLE 42**

**JOB SECURITY**

42.01

Subject to the willingness and capacity of individual employees to accept relocation and retraining, the Employer will make every reasonable effort to ensure that any reduction in the workforce will be accomplished through attrition.

**42.02**

**The Employer will ensure that any reduction in the workforce does not increase workload for employees.**

**APPENDIX A**

**PAY**

Annual increases to the rates of pay for all pay steps in Appendix A will be calculated as follows:

Effective June 21, 2014:	3.25%
Effective June 21, 2015:	3.25%
Effective June 21, 2016:	3.25%

**APPENDIX A**

**PAY NOTES**

**XX**

**The employer shall notify the employee in advance of changes to the calculation of salary or benefits. The notification must be in writing and contain relevant information, including a detailed explanation of the change with the calculations, the effective date of the change, and any other relevant information relating to anticipated impacts on the employee's salary and benefits.**

**APPENDIX G**

**TELEWORK**

**To be discussed.**

## APPENDIX H

### LEAVE WITH INCOME AVERAGING

#### 1. Special working arrangement

Leave with income averaging is an arrangement whereby eligible persons reduce the number of weeks worked in a specific 12-month period by taking leave without pay for a period of between a minimum of *3 weeks* and a maximum of 3 months.

Pay for the participating person would be reduced and averaged out over the 12-month period to reflect the reduced time at work; however, his or her pension and benefits coverage, as well as premiums and contributions, would continue at the pre-arrangement levels.

The person continues to be subject to the provisions of the ~~relevant~~ collective agreement or terms and conditions of employment, and his or her employment status (for example, full- or part-time) would remain unchanged during the working arrangement.

The leave without pay portion of the working arrangement may be taken in two periods within the 12-month period. Each period must be at least *3 weeks* and the sum of the two periods must not exceed 3 months.

Although persons participating in the leave with income averaging working arrangement receive income throughout the 12-month period, the person is deemed to be on leave without pay during the non-work period of the arrangement.

#### 2. Terms and conditions for approving leave with income averaging

Persons with the delegated authority may approve leave with income averaging if the following conditions have been met:

a) operational requirements:

a thorough evaluation confirms that for the 12-month work arrangement period it is operationally feasible to allow this work arrangement (in other words, the quality of service or costs associated with service delivery would not be adversely affected);

b) the persons applying for the work arrangement must:

- i) be a person appointed to the core public administration;
- ii) have indeterminate employment status;

- iii) not be surplus at the start of the leave arrangement;
- iv) agree not to work for the federal public service while on leave without pay;
- v) agree to respect the measures established in the [Values and Ethics Code for the Public Sector](#) while on leave without pay; and
- vi) submit an Application for Leave with Income Averaging form (TBS 325-10E).

### **3. Modifying the special working arrangement**

Once the leave with income averaging application has been signed by both the participant and the person with the delegated authority, any changes to the arrangement are to be made only in rare and unforeseen circumstances. A request, by the person, to change the working arrangement must be provided, in writing, with reasonable notice, and any changes may be approved at the discretion of the person with the delegated authority.

### **4. Cancellation of the special working arrangement**

Because the financial implications are significant in the leave with income averaging working arrangement, only in rare and exceptional cases is the cancellation of the working arrangement to be considered.

A request, by the person, to cancel the working arrangement must be provided in writing with reasonable notice and may be approved at the discretion of the person with the delegated authority.

### **5. Effect of the special working arrangement on pay and benefits**

#### **5.1 Annual rate of pay**

The annual rate of pay will be reduced to reflect the period of non-work days that will be taken during the 12-month working arrangement period. The reduced salary rate will be averaged over the 12-month period.

Throughout this section the term unreduced rate of pay refers to the annual rate of pay in effect before the commencement of the special working arrangement. The term reduced rate of pay refers to the annual rate of pay in effect during the leave with income averaging working arrangement.

#### **5.2 Allowances**

Allowances for which the person participating in the leave with income averaging working arrangements may be eligible are to be paid in accordance with the provisions established in the relevant collective agreement.

### **5.3 Bilingualism bonus**

Persons who are eligible to receive the bilingualism bonus will continue to receive the bonus during the leave with income averaging working arrangement for any month in which the person receives a minimum of 10 days' pay. The annual bilingualism bonus rate will be reduced to reflect the period of non-work days that will be taken during the 12-month working arrangement period. The reduced rate of the bilingualism bonus will be averaged over the 12-month period.

### **5.4 Overtime**

Overtime worked during the leave with income averaging working arrangement period is to be paid at the unreduced rate of pay in accordance with the overtime provisions of the ~~relevant~~ collective agreement.

### **5.5 Public service pension plan**

The non-work days (leave without pay) of the leave with income averaging working arrangement count as pensionable service under the public service pension plan. The person's contributions to the pension plan will therefore be deducted based on the unreduced rate of pay.

#### **Important note:**

The [\*Income Tax Act\*](#) places certain maximums on the total amount of leave without pay, exclusive of sick leave without pay, that can be treated as pensionable service under a registered pension plan (including the public service pension plan). Compensation advisors will provide persons appointed to the core public administration with information regarding this exception.

### **5.6 Supplementary Death Benefit**

The premium for Supplementary Death Benefit will be deducted based on the unreduced rate of pay because the benefits are payable based on the unreduced rate of pay.

### **5.7 Disability or long-term disability insurances**

The premium for these insurance plans will be deducted based on the unreduced rate of pay because the coverage is based on the unreduced rate of pay.

### **5.8 Canada or Québec Pension Plan**

Contributions and pensionable earnings to the Canada or Québec pension plan will be based on the person's reduced rate of pay only.

### **5.9 Employment Insurance**

**Premiums for Employment Insurance will be based on the unreduced pay rate. No deduction will be taken during the period of leave without pay (3 weeks to 3 months).**

### **5.10 Union dues**

**Union dues will be deducted in full from the reduced rate of pay. Union dues will not, however, be deducted when a person is on the leave without pay portion of the working arrangement for an entire calendar month.**

### **5.11 Other voluntary payroll deductions**

**All other voluntary payroll deductions will continue to be deducted from the reduced pay rate in the appropriate amounts if there are sufficient funds available.**

### **5.12 Public Service Management Insurance Plan**

**The premium for this insurance plan will be deducted based on the unreduced rate of pay because the coverage is based on the unreduced rate of pay.**

### **5.13 Vacation and sick leave credits**

**Vacation and sick leave credits will continue to be earned in accordance with the provisions of the ~~relevant~~ collective agreement or terms and conditions of employment.**

**Earned vacation and sick leave credits may be used on the at-work days' portion of the working arrangement only. During the leave without pay portion of the working arrangement, vacation and sick leave credits will be earned in accordance with ~~relevant~~ *the* collective agreement or terms and conditions of employment.**

### **5.14 Designated paid holidays**

**Full-time persons participating in the leave with income averaging working arrangement are entitled to designated paid holidays in accordance with the ~~relevant~~ collective agreement or terms and conditions of employment.**

### **5.15 Participation in other special working arrangements**

**Persons participating in the leave with income averaging working arrangement cannot participate in the pre-retirement transition leave working arrangement.**

**APPENDIX I**

**PENSION**

**To be discussed.**

**APPENDIX J**

**CLASSIFICATION STANDARD REVIEW**

- J1.** During the term of this Agreement, the Employer and the Association agree to meet in order to review the current EC classification standard and guidelines.
- J2.** The review will be conducted according to the terms of Sections 9 and 10 of the *Public Service Labour Relations Act*.
- J3.** Either party, the Employer or the Association, may refer impasses to the *Public Service Labour Relations Board*, in a manner to be determined by agreement of the parties.
- J4.** Within a reasonable time frame as determined by the parties in consultation with the Board, the Board will issue a non-binding report.

**APPENDIX K**  
**LONG TERM DISABILITY**

**To be discussed.**

**APPENDIX L**  
**OFFICE SPACE**

**To be discussed.**