

# COLLECTIVE AGREEMENT

## GROUP: ALL EMPLOYEES OF INTELLIGENCE SUPPORT

### AGREEMENT BETWEEN THE CANADIAN SECURITY INTELLIGENCE SERVICE AND THE PUBLIC SERVICE ALLIANCE OF CANADA

Expiry Date: March 31, 2014

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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

1.01 The purpose of this agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the PSAC, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.

1.02 The parties to this Agreement share a desire to improve the quality of the Canadian Security Intelligence Service (CSIS) and to promote the well-being and increased efficiency of its employees to the end that people of Canada will be well and efficiently served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the CSIS in which members of the bargaining unit are employed.

## **ARTICLE 2 - HUMAN RIGHTS**

2.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, color, national or ethnic origin, physical or mental disability, family status, religious affiliation, sex, sexual orientation or membership or activity in the PSAC, marital status or a conviction for which a pardon has been granted.

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

2.03

(a) any level in the grievance procedure shall be waived, if a person hearing the grievance is the subject of the complaint.

(b) if by reason of Sub-Clause 2.03 (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

## **ARTICLE 3 - INTERPRETATION AND DEFINITIONS**

3.01 For the purpose of this Agreement:

(a) "allowance" means compensation payable for the performance of special or additional duties (indemnité);

(b) "bargaining unit" means the employees of the Employer in the Groups described in Article 8 (unité de négociation);

(c) "common-law partner": refers to a person living in a conjugal relationship with an employee for a continuous period of at least one year. (conjoint de fait). Upon request of the Employer, the employee shall provide a statement in writing to the Employer indicating a common-law relationship (conjoint de fait);

(d) "compensatory leave" means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated from the classification prescribed in his/her certificate of appointment on the day immediately prior to the day on which leave is taken (congé compensateur);

(e) "continuous employment" means continuous employment in CSIS and shall include continuous/contiguous employment in the Federal Public Service and/or the RCMP. Continuous employment shall only be used in calculating leave, pension and severance pay entitlements. Under no circumstances shall severance pay be paid more than once for the same years of service (emploi continu);

(f) "daily rate of pay" means an employee's weekly rate of pay divided by five (5) (taux de rémunération journalier);

(g) "day of rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his/her position other than by reason of his/her being on leave or absent from duty without permission (jour de repos);

- (h) "employee" means a person who is a member of the bargaining unit (employé-e);
- (i) "employer" means the CSIS established by Subsection 3(1) of the *Canadian Security Intelligence Service Act*, and includes any person authorized to exercise the authority of the Service (employeur);
- (j) "holiday" means the twenty-four (24) hour period commencing at 00:00 hours of a day designated as a paid holiday in this Agreement (jour férié);
- (k) "hourly rate of pay" means a full time employee's weekly rate of pay divided by the normal number of hours in his/her work week (taux de rémunération horaire);
- (l) "lay-off" means the termination of an employee's employment because of a lack of work or because of the discontinuance of a function (licenciement);
- (m) "leave" means authorized absence from duty by an employee during his/her regular or normal hours of work (autorisation d'absence);
- (n) "membership dues" means the dues established pursuant to the constitution of the PSAC as the dues payable by its members as a consequence of their membership in the PSAC, and shall not include any initiation fee, insurance premium, or special levy (cotisations syndicales);
- (o) "part-time employee" means a person whose normal scheduled hours of work are less than thirty-seven and one-half (37 1/2) hours per week, but not less than those prescribed in the *Public Service Labour Relations Act* (employé-e À temps partiel);
- (p) "PSAC" means the Public Service Alliance of Canada (AFPC);
- (q) "Service" means the Canadian Security Intelligence Service (CSIS) (Service);
- (r) "spouse" will be interpreted to include "common law partner" (Époux);
- (s) "weekly rate of pay" means an employee's annual rate of pay divided by 52.176 (taux de rémunération hebdomadaire);

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

(a) if defined in the *Public Service Labour Relations Act* or in the *Canadian Security Intelligence Service Act* have the same meaning as given to them in the *Public Service Labour Relations Act* or in the *Canadian Security Intelligence Service Act*, and

(b) if defined in the *Interpretation Act*, but not defined in the *Public Service Labour Relations Act* or in the *Canadian Security Intelligence Service Act*, have the same meaning as given to them in the *Interpretation Act*.

#### **ARTICLE 4 - APPLICATION**

4.01 The provisions of this Agreement apply to the PSAC, employees and the Employer.

Both the English and French texts of this Agreement shall be official.

4.02 The terms and conditions of employment of an employee who is subject to the Foreign Service Directives are those contained in this Agreement, unless they are less favourable to the employee than those contained in the Foreign Service Directives in which case the latter apply.

4.03 Employees whose normal scheduled hours of work are less than thirty-seven and one-half (37 1/2) hours per week shall be entitled to the benefits provided under this agreement in the same proportion as their weekly hours of work compare with the normal scheduled weekly hours of work of full-time employees, except that;

(a) such employees shall be paid at the hourly rate of pay for all hours of work performed up to seven and one-half (37 1/2) hours in a day or thirty-seven and one-half (37 1/2) hours in a week, or at the hourly rate of pay for all hours of

work performed up to other daily or weekly hours of work that may be prescribed in accordance with Article 44;

(b) leave will only be provided

(i) where it may displace other leave as prescribed by this Agreement, or

(ii) during those periods in which the employees are scheduled to perform their duties;

(c) the days of rest provisions of this Collective Agreement apply only in a week when the employee has worked five (5) days and a minimum of thirty-seven and one-half (37 1/2) hours in the week;

(d) notwithstanding the provisions of Article 52 (Severance Pay) an employee whose continuous employment is a combination of both full-time and part-time continuous employment shall, for the purpose of Severance Pay, have those completed years of part-time continuous employment reduced in the same proportion as the part-time weekly hours of work compare with the normal scheduled weekly hours of work of full-time employees. For such an employee who, on the date of the termination of his employment is a part-time employee, the weekly rate of pay referred to in Article 52 shall be the weekly rate of pay that the employee is being paid on termination, adjusted to the full-time weekly rate;

(e) bereavement Leave shall not be prorated.

## **ARTICLE 5 - STATE SECURITY**

5.01 Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulation 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 6 - PRECEDENCE OF LEGISLATION AND THE COLLECTIVE AGREEMENT**

6.01 In the event that any laws passed by Parliament, applying to the Employer's employees covered by this Agreement render null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

## **ARTICLE 7 - MANAGERIAL RIGHTS AND RESPONSIBILITIES**

7.01 Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities in the Service.

## **ARTICLE 8 - RECOGNITION**

8.01 The Employer recognizes the PSAC as the exclusive bargaining agent for all employees described in the certificate issued to the PSAC by the PSLRB covering employees of specific Occupational Groups such as Clerical and Regulatory; Secretarial, Stenographic and Typing; Communications; and Office Equipment Operators within the Administrative Support Category who perform duties and responsibilities described in the Employer's classification standard, now referred to as the Intelligence Support Group.

## **ARTICLE 9 - EMPLOYEE REPRESENTATIVES**

9.01 Representatives of the employees shall be appointed or otherwise selected by the PSAC and recognized by the Employer.

9.02 The Employer and the PSAC shall determine the jurisdiction of each Representative, having regard to the plan of organization, the distribution of employees at the workplace and the administrative structure implied by the grievance procedure.

9.03 The PSAC shall notify the Employer in writing of the name and jurisdiction of its Representatives.

9.04 A representative shall obtain the permission of his/her immediate supervisor before leaving his/her work to investigate with fellow employees, complaints of an urgent nature; to meet with local management for the purpose of dealing with grievances, and to attend meetings called by management. Such permission shall not be unreasonably

withheld. Where practicable the representative shall report back to his/her supervisor before resuming his/her normal duties.

## **\*\*ARTICLE 10 - TECHNOLOGICAL CHANGE**

10.01 "Technological Change" includes any change by the Employer in the employee's work methods of operation, or a change in the equipment or material from the equipment or material previously used by the Employer, or a change in the manner in which the Employer carries on his or her work undertaking, or business related to a change in such equipment, or material which would result in significant changes in the employment status or working conditions of employees as provided for in this agreement.

10.02 Both parties recognize the overall advantages of technological change. Both parties will, therefore, encourage and promote technological change and improvements. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.

10.03 The Employer agrees to provide as much advance notice as is practicable but, except in cases of an emergency, not less than one hundred and eighty (180) days' written notice, to the PSAC of any major technological change that affects the employment status or working conditions of employees as provided for in this Agreement. In addition, the Employer agrees to consult with the PSAC with a view to resolving problems which may arise as a result of the introduction of such technological change.

### **Labour-Management Meetings on Change**

10.04 Where the Employer has notified the PSAC that it intends to introduce a technological change, the parties undertake to meet within the next fifteen (15) days and to hold constructive and meaningful consultation in an effort to reach agreement on solutions to the problems arising from this change.

The subject matter of consultation may encompass, but is not limited to, staffing and organizational changes, job content and job descriptions, training, payment of employees, transfer and relocation plans, physiological and environmental effects and other matters related to employees in the Bargaining Unit affected by this change.

10.05

#### **(a) Protection**

Where an employee's position is eliminated through technological change, every effort will be made to place the employee in another position for which the employee may be qualified. Where necessary this will involve competitions closed to all except affected employees.

#### **(b) Retraining**

Any employee identified in Clause 10.05 (a) who requires new or different skills to fill a vacant position within the Intelligence Support Group will receive adequate training to enable the employee to fill that position.

## **\*\*ARTICLE 11 - CHECK-OFF**

11.01 Subject to the provisions of the Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees in the Bargaining Unit. Where an employee does not have sufficient earnings in respect of any month to permit deductions to be made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.

11.02 The PSAC shall provide two months' notice of any change in group deductions.

11.03 For the purposes of applying Clause 11.01, deduction from pay for each employee in respect of each calendar month will start with the first full calendar month of employment to the extent that earnings are available.

11.04 An employee who satisfies the Alliance to the extent that he/she declares in an affidavit that he/she is a member of a religious organization, whose doctrine prevents him/her as a matter of conscience from making financial contributions to an employee organization, and that he/she will make contributions to a charitable organization 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 Alliance will inform the employer accordingly.

11.05 No employee organization, as defined in Section 2 of the *Public Service Labour Relations Act*, other than the PSAC, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the Bargaining Unit.

11.06 The monies deducted in accordance with Clause 11.01 shall be remitted to the Comptroller of the PSAC by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

11.07 The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.

11.08 The PSAC agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

## **\*\*ARTICLE 12 - INFORMATION**

12.01 The Employer agrees to supply in writing the Local Union President each quarter with the name, work location and classification of every employee represented by PSAC, including new employees.

12.02 The Employer will advise the PSAC, through the Local President, when a member enters or leaves a unionized position.

12.03 The Employer will endeavour to modify the text of the electronic version of the Collective Agreement within 90 days from the date of the signing of the Collective Agreement.

12.04 The Employer shall supply the Public Service Alliance of Canada with an electronic version of the Collective Agreement within 90 days of signing.

12.05 Subject to operational requirements, a Union Representative designated by the local president will be provided up to one hour and thirty (90) minutes during working hours to meet with new employees during orientation.

## **ARTICLE 13 - ACCESS TO EMPLOYER FACILITIES**

13.01 Reasonable space on bulletin boards in convenient locations including the electronic bulletin board and access to the Employer e-mail system will be made available to the PSAC for the posting of official PSAC notices. The PSAC shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Postings of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the local bargaining unit, including the names of PSAC representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

13.02 Materials will be posted on the Bulletin Boards in accordance with normal building procedures.

13.03 A duly accredited representative of the PSAC may be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance or to attend meetings called by management. Permission to enter premises shall in each case, be obtained from the Employer.

13.04 The PSAC shall provide the Employer a list of such PSAC representatives and shall advise promptly of any changes made to the list.

## **ARTICLE 14 - LEAVE WITH OR WITHOUT PAY FOR PSAC BUSINESS OR FOR ACTIVITIES UNDER THE PUBLIC SERVICE LABOUR RELATIONS ACT**

14.01 The Employer agrees that where, due to operational requirements an employee is prevented from attending any of the situations described in Clauses 14.02 to 14.10 inclusive, the Employer will request a stay of hearing (postponement) until such time as operational requirements permit the attendance of that employee.

14.02 When operational requirements permit, the Employer will grant Leave With Pay:

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

**Applications for Certification, Representations and Interventions with Respect to Applications for Certification**

14.03 When operational requirements permit, the Employer will grant Leave Without Pay:

- (a) to an employee who represents the PSAC in an application for certification or in an intervention, and
- (b) to an employee who makes personal representation with respect to a certification.

14.04 The Employer will grant Leave With Pay

- (a) to an employee called as a witness by the Public Service Labour Relations Board, and
- (b) when operational requirements permit, to an employee called as a witness by an employee or the PSAC.

**Arbitration Board Hearings**

14.05 When operational requirements permit, the Employer will grant Leave With Pay to a reasonable number of employees representing the PSAC before an Arbitration Board.

14.06 The Employer will grant Leave With Pay to an employee called as a witness by an Arbitration Board and, when operational requirements permit, Leave With Pay to an employee called as a witness by the PSAC.

**Adjudication**

14.07 When operational requirements permit, the Employer will grant Leave With Pay to an employee who is:

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

**Meetings During the Grievance Process**

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

- (a) when the Employer originates a meeting with the employee who has presented the grievance, Leave With Pay when the meeting is held in the headquarters area of the employee and on duty status when the meeting is held outside his/her headquarters area, and
- (b) when an employee who has presented a grievance seeks to meet with the Employer, Leave With Pay to the employee when the meeting is held in the headquarters area of the employee and Leave Without Pay when the meeting is held outside his/her headquarters area.

14.09 When an employee wishes to represent, at a meeting with the Employer, an employee who has presented a grievance, the Employer will arrange the meeting having regard to operational requirements, and will grant Leave With Pay to the representative when the meeting is held in his/her headquarters area and Leave Without Pay when the meeting is held outside his/her headquarters area.

14.10 Where an employee has asked or is obliged to be represented by the PSAC in relation to the presentation of a grievance and an employee acting on behalf of the PSAC wishes to discuss the grievance with that employee, the

employee and the representative of the employee will, where operational requirements permit, be given reasonable Leave With Pay for this purpose when the discussion takes place in his/her headquarters area and reasonable Leave Without Pay when it takes place outside his/her headquarters area.

#### **Contract Negotiation Meetings**

14.11 When operational requirements permit, the Employer will grant Leave With Pay to an employee for the purpose of attending contract negotiation meetings on behalf of the PSAC. The PSAC will reimburse the Employer for the recovery of salary and other related costs upon submission of an invoice by the Employer to the Local Union stating amounts for each employee involved. The recording and approval of such leave will be reported in a manner to be determined by the Employer.

#### **Preparatory Contract Negotiation Meetings**

14.12 When operational requirements permit, the Employer will grant Leave With Pay to a reasonable number of employees to attend Preparatory Contract Negotiation Meetings. The PSAC will reimburse the Employer for the recovery of salary and other related costs upon submission of an invoice by the Employer to the Local Union stating amounts for each employee involved. The recording and approval of such leave will be reported in a manner to be determined by the Employer.

#### **Meetings Between the PSAC and Management not Otherwise Specified in this Article**

14.13 When operational requirements permit, the Employer shall grant Leave With Pay, including two (2) hours preparatory time prior to each meeting, to a reasonable number of employees who are meeting with Management on behalf of the PSAC.

#### **The PSAC Executive Meetings, Congress and Conventions**

14.14 When operational requirements permit, the Employer will grant Leave Without Pay to a reasonable number of employees to attend meetings of the Board of Directors of the PSAC and Conventions of the PSAC, Conventions of the Canadian Labour Congress and Conventions of Provincial Federations of Labour.

#### **Representatives' Training Courses**

14.15 When operational requirements permit, the Employer will grant Leave Without Pay to employees who exercise the authority of a Representative on behalf of the PSAC to undertake training related to the duties of a Representative.

#### **Time Off for PSAC Business**

14.16 The Employer will make every reasonable effort to allow an employee who is an authorized PSAC representative reasonable time during working hours to perform duties related to his/her position as a representative.

### **ARTICLE 15 - PRESENT CONDITIONS AND BENEFITS**

15.01 Upon request of either party, the parties to this Agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by the PSAC.

15.02 Within five (5) days of notification of consultation served by either party, each party shall notify the other in writing of the representative authorized to act on their behalf for consultation purposes.

### **ARTICLE 16 - LABOUR DISPUTES**

16.01 If employees are prevented from performing their duties because of a strike or lock-out on the premises of another employer, the employees shall report the matter to the Employer and the Employer will make reasonable efforts to ensure that such employees are employed elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled.

### **ARTICLE 17 - RESTRICTION ON OUTSIDE EMPLOYMENT**

17.01 Unless determined by the Employer as being an area that could represent a conflict of interest, employees shall

not be restricted from engaging in other employment outside the hours they are required to work for the Employer.

## **ARTICLE 18 - LEAVE - GENERAL**

18.01 The amount of Leave With Pay credited to an employee by the Employer at the time when this Agreement is signed, or at the time when he/she becomes subject to this Agreement, shall be retained by the employee.

18.02 An employee shall not be granted two (2) different types of Leave With Pay or monetary remuneration in lieu of leave in respect of the same period of time.

18.03 An employee is not entitled to Leave With Pay during periods he/she is on Leave Without Pay or under suspension.

18.04 When the Employer rejects an employee's application for leave, the reasons for the rejection shall be provided to the employee in writing upon request.

18.05 For the purpose of leave or time off, operational requirements are deemed to exist when:

(a) the absence of the employee will prevent a deadline from being met because the employee cannot be readily replaced, or

(b) the absence of the employee will cause an interruption or a reduction of a service or activity which is necessary for the continued operations of the Service.

## **\*\*ARTICLE 19 - VACATION LEAVE WITH PAY**

### **Accumulation of Vacation Leave Credits**

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

19.02 An employee shall earn Vacation Leave Credits at the following rate for each calendar month during which the employee receives pay for at least seventy-five (75) hours:

(a) nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's fifth (5th) year of service occurs;

(b) twelve decimal five zero (12.50) hours commencing with the month in which the employee's fifth (5th) anniversary of service occurs;

(c) thirteen decimal seventy five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;

(d) fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;

(e) fifteen decimal six two five (15.625) hours commencing the month in which the employee's eighteenth (18th) anniversary of service occurs;

(f) sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;

(g) eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;

(h) for the purposes of Vacation Leave in this Agreement, all service within the Public Service, CSIS and RCMP whether continuous or discontinuous, shall count toward Vacation Leave except where a person, 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 (1) year following the date of lay-off.

(i) 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 also be included in the calculation of vacation leave credits.

#### **Entitlements to Vacation Leave With Pay**

19.03 An employee is entitled to Vacation Leave With Pay to the extent of his/her earned credits, but an employee who has completed three (3) months of continuous employment may receive an advance of credits for the vacation year.

#### **\*\*Scheduling of Vacation Leave With Pay**

19.04

(a) employees are expected to take all their Vacation Leave during the vacation year in which it is earned.

(b) an employee shall advise the Employer, in writing, of his/her vacation request, as soon as possible, after April 1 but before May 31.

(c) the Employer shall respond to an employee's Vacation Leave application within one (1) week of receipt of the application, if the period of Vacation Leave requested is greater than one (1) week in duration. For periods of less than one (1) week the Employer will respond in a reasonable and practicable time period according to the individual's request.

(d) subject to operational requirements the Employer shall make every reasonable effort to schedule an employee's Vacation Leave in the vacation year in which it is earned and in a manner acceptable to the employee. In cases where there are more vacation leave requests than can be approved due to operational requirements, years of service as defined in Article 19 d (i) shall be used as the determining factor for granting such requests.

19 (d)(i) For the purposes of clause 19.04 (d), all service within the public service whether continuous or discontinuous, shall count towards 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 layoff.

19.05 The Employer shall give an employee as much notice as is practicable and reasonable of approval, disapproval or cancellation of a request for vacation leave. In the case of disapproval, alteration or cancellation of such leave, the Employer shall give the written reason therefore, upon written request from the employee.

19.06 Where, in respect of any period of vacation leave, an employee becomes entitled to Leave With Pay under any other article, 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. Such requests shall not be unreasonably denied.

19.07 Where in any vacation year an employee has not been granted all of the Vacation Leave credited to him/her, the unused portion of his/her Vacation Leave shall be carried over into the following vacation year. This carry-over and the current year's entitlement should not exceed 60 days (450 hours). A carry-over in excess of 60 days (450 hours) must be submitted in writing to the employee's Director General or Autonomous Chief who may approve the request but only with the employee's agreement that the leave balance will be reduced during the fiscal year to a level that will avoid another carry-over to recur in the following fiscal year.

19.08 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 in cash at the employee's daily rate of pay as calculated from the classification prescribed to his/her certificate of appointment of his/her substantive position on March 31 of the previous vacation year.

#### **Recall from Vacation Leave With Pay**

19.09

(a) the Employer will make every reasonable effort not to recall an employee to duty after he/she has proceeded on Vacation Leave With Pay.

(b) when an employee is recalled from Vacation Leave With Pay, he/she will be compensated for each day worked at the same rate as is provided by sub-clause 45.05 (a), with a minimum compensation equal to seven and one-half (7 1/2) hours worked.

(c) where, during any period of Vacation Leave With Pay an employee is recalled to duty, he/she shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he/she incurs:

(i) in proceeding to his/her place of duty, and

(ii) in returning to the place from which he/she was recalled, if he/she immediately resumes vacation upon completing the assignment for which he/she was recalled, after submitting such accounts as are normally required by the Employer.

(d) the employee shall not be considered as on Vacation Leave during any period in respect of which he/she is entitled under Clause 19.09 (b) to be reimbursed for reasonable expenses incurred by him/her.

#### **Leave When Employment Terminates**

19.10 When an employee dies or otherwise ceases to be employed, he/she or his/her estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused Vacation Leave With Pay to his/her credit by the daily rate of pay as calculated from the classification prescribed to his/her certificate of appointment on the date of the termination of his/her employment.

19.11 In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned Vacation Leave taken by the employee, as calculated from the classification prescribed to the employee's certificate of appointment on the date of the termination of the employee's employment.

19.12 Notwithstanding Clause 19.10, an employee whose employment is terminated by reason of a declaration that he/she abandoned his/her position is entitled to receive the payment referred to in Clause 19.10, if he/she requests it within six (6) months following the date upon which his/her employment is terminated.

#### **Advance Payments**

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

#### **Cancellation of Vacation Leave**

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

#### **One-time Vacation Leave Credit**

19.15

(a) employees with less than two (2) years of continuous service and all new employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay upon reaching two years of continuous CSIS service.

(b) Transitional Provisions

employees with more than two years of continuous CSIS service shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay.

(c) the vacation leave credits provided in clauses 19.15 (a) and (b) above shall be excluded from the carry-over of vacation leave provisions stipulated in paragraph 19.07.

## **\*\*ARTICLE 20 - SICK LEAVE WITH PAY**

### **Credits**

20.01 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 he/she receives pay for at least seventy-five (75) hours.

### **Granting of Sick Leave With Pay**

20.02 An employee shall be granted Sick Leave With Pay when the employee is unable to perform his/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 time as may be determined by the Employer, and

(b) the employee has the necessary sick leave credits.

20.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury the employee was unable to perform his/her duties, shall, when delivered to the Employer, be considered as meeting the requirements of Sub-Clause 20.02 (a).

20.04 When an employee has insufficient or no credits to cover the granting of Sick Leave With Pay under the provisions of Clause 20.02, advanced Sick Leave With Pay may, at the discretion of the Employer, be granted to an employee:

(a) for a period of up to one hundred and eighty-seven decimal five (187.5) hours, if a decision on an application for injury-on-duty leave is being awaited, or

(b) for a period of up to one hundred and twelve decimal five (112.5) hours in all other cases subject to the deduction of such advanced leave from any Sick Leave Credits subsequently earned and, in the event of termination of employment for reasons other than death or lay-off, the recovery of the advance from any monies owed to the employee.

20.05 When an employee is granted Sick Leave With Pay and Injury-on-Duty Leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of Sick Leave Credits, that the employee was not granted Sick Leave With Pay.

20.06 If an employee becomes ill during a period of Compensatory Leave and such leave is supported by a medical certificate, the employee shall be granted Sick Leave and his Compensatory Leave Credits shall be restored to the extent of any concurrent Sick Leave With Pay granted.

20.07 When an employee is required to attend a medical or dental appointment, up to three decimal seven five (3.75) hours Leave With Pay per appointment will be granted, without charge to the employee's sick leave credits. An employee is expected to make reasonable efforts to schedule medical or dental appointments so as to minimize his/her absence from work. An employee requesting leave under this provision must notify his/her supervisor of the appointment as far in advance as possible. This type of leave applies only in the case of routine, periodic check-ups or an appointment for a particular instance. Where a series of continuing appointments are necessary for treatment of a chronic condition, absences are to be charged to sick leave.

In cases of medical appointments related to pregnancy, refer to Article 23.

20.08 Sick leave credits earned but unused by an employee during a previous period of employment with CSIS shall be restored to an employee whose employment was terminated due to the end of a specified period of employment, and who is reappointed with CSIS within one (1) year from the end of the specified period of employment.

## **ARTICLE 21 - MATERNITY-RELATED REASSIGNMENT OR LEAVE**

21.01 An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child. On being informed of the cessation, the Employer, with the consent of the employee, shall notify the work place committee or the health and safety representative.

21.02 An employee's request under clause 22.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.

21.03 An employee who has made a request under clause 22.01 is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:

- (a) modifies her job functions or reassigns her, or
- (b) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.

21.04 Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.

21.05 Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.

21.06 An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks' notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

## **ARTICLE 22 - MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES**

22.01 Up to three decimal seven five (3.75) hours Leave With Pay will be granted to pregnant employees for the purpose of attending routine medical appointments.

22.02 Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

## **ARTICLE 23 - MATERNITY LEAVE WITHOUT PAY**

### **Maternity Leave Without Pay**

23.01

(a) an employee who becomes pregnant shall, upon request, be granted Maternity Leave Without Pay for a period beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy.

(b) Notwithstanding paragraph (a):

(i) where the employee has not yet proceeded on Maternity Leave Without Pay and her newborn child is hospitalized, or

(ii) where the employee has proceeded on Maternity Leave Without Pay and then returns to work for all or part of the period during which her newborn child is hospitalized,



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

(c) the extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.

(d) the Employer may require an employee to submit a medical certificate certifying pregnancy.

(e) an employee who has not commenced Maternity Leave Without Pay may elect to:

(i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;

(ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 20, Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 20, Sick Leave With Pay, shall include medical disability related to pregnancy.

(f) an employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.

(g) leave granted under this Clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

#### **Maternity Allowance**

23.02

(a) an employee who has been granted Maternity Leave Without Pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:

(i) has completed six (6) months of continuous employment before the commencement of her Maternity Leave Without Pay,

(ii) provides the Employer with proof that she has applied for and is in receipt of pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* in respect of insurable employment with the Employer, and

(iii) has signed an agreement with the Employer stating that:

(A) she will return to work on the expiry date of her Maternity Leave Without Pay unless the return to work date is modified by the approval of another form of leave;

(B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;

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

(allowance received)	X	(remaining period to be worked following her return to work)
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[total period to be worked  
as specified in (B)]

however, an employee whose specified period of employment expired and who is rehired by CSIS within a period of five (5) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in sections (B).

(b) For the purpose of section (a)(iii)(B) and (C), periods of Leave With Pay shall count as time worked. Periods of Leave Without Pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

(c) maternity allowance payments made in accordance with the SUB Plan will consist of the following:

(i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three percent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period, and

(ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.

(d) at the employee's request, the payment referred to in subparagraph 24.02(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 the substantive level to which she is appointed.

(h) notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of Maternity Leave Without Pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.

(i) where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.

(j) maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

#### **Special Maternity Allowance for Totally Disabled Employees**

(a) an employee who:

(i) fails to satisfy the eligibility requirement specified in subparagraph 24.02(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 24.02(a), other than those specified in sections (A) and (B) of subparagraph 24.02(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 percent (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 24.02 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 24 - PARENTAL LEAVE WITHOUT PAY**

### **Parental Leave Without Pay**

#### **24.01**

(a) where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted Parental Leave Without Pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.

(b) where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted Parental Leave Without Pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the employee's care.

(c) notwithstanding sub-clauses (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to sub-clauses (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 during which his/her child is hospitalized,

the period of Parental Leave Without Pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than 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 in advance of the expected date of birth of the employee's child (including the new-born child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).

(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) Parental Leave Without Pay taken by a couple employed in the Service shall not exceed a total of thirty-seven (37) weeks for both individuals combined.

(h) 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.

#### **Parental Allowance**

24.02

(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), providing he/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/she has applied for and is in receipt of parental benefits pursuant to Section 23 of the *Employment Insurance Act* in respect of insurable employment with the Employer, and

(iii) has signed an agreement with the Employer stating that:

(A) the employee will return to work on the expiry date of his/her Parental Leave Without Pay, unless the return to work date is modified by the approval of another form of leave;

(B) following his/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 parental allowance, in addition to the period of time referred to in section 24.02(a)(iii)(B), if applicable;

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

(allowance received)	X	(remaining period to be worked following his/ her return to work) [total period to be worked as specified in (B)]
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however, an employee whose specified period of employment expired and who is rehired by CSIS within a period of five (5) days or less is not indebted for the amount if his/her new period of employment is sufficient to meet the obligations specified in section (B).

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

(c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:

(i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three percent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;

(ii) other than as provided in sub-paragraph (iii) below, for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance parental benefits he/she is eligible to receive and ninety-three percent (93%) of his/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/she would have been eligible if no extra monies had been earned during this period;

(iii) where the employee becomes entitled to an extension of parental benefits pursuant to Subsection 12(7) of the *Employment Insurance Act*, the parental allowance payable under the SUB Plan described in subparagraph (ii) will be extended by the number of weeks of extended benefits which the employee receives under Subsection 12(7) of the *Employment Insurance Act*.

(d) at the employee's request, the payment referred to in subparagraph 25.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI parental benefits.

(e) the parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he/she is required to repay pursuant to the *Employment Insurance Act*.

(f) the weekly rate of pay referred to in paragraph (c) shall be:

(i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of Maternity or Parental Leave Without Pay;

(ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of Maternity or Parental Leave Without Pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.

(g) the weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.

(h) notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of Parental Leave Without Pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.

(i) where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.

(j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

### **Special Parental Allowance for Totally Disabled Employees**

24.03

(a) an employee who:

(i) fails to satisfy the eligibility requirement specified in subparagraph 25.02(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 25.02(a), other than those specified in sections (A) and (B) of subparagraph 25.02(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 percent (93%) of the employee's rate of

pay and the gross amount of his/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 25.02 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 25 - LEAVE WITHOUT PAY FOR THE CARE AND NURTURING OF PRE-SCHOOL AGE CHILDREN**

25.01 Both parties recognize the importance of access to leave for the purpose of care and nurturing of the employee's pre-school age children.

25.02 An employee shall be granted Leave Without Pay for the personal care and nurturing of the employee's pre-school age children (including children of a common-law spouse) 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 an urgent or unforeseeable circumstance such notice cannot be given;

(b) leave granted under this Article 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 and/or CSIS;

(d) leave granted for periods of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.

25.03 An employee who has proceeded on Leave Without Pay may change his/her return to work date if such changed date does not result in additional costs to the Employer.

25.04 Leave Without Pay granted under this Clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

#### **ARTICLE 26 - LEAVE WITHOUT PAY FOR THE LONG-TERM CARE OF A PARENT**

26.01 Both parties recognize the importance of access to leave for the purpose of long-term care of a parent.

26.02 An employee shall be granted Leave Without Pay for the long-term personal care of the employee's parents, including step-parents, foster parents, mother-in-law or father-in-law, 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 an urgent or unforeseeable circumstance such notice cannot be given;

(b) leave granted under this Article 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 and/or CSIS;

(d) leave granted for periods of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.

26.03 An employee who has proceeded on Leave Without Pay may change his/her return to work date if such change does not result in additional costs to the Employer.

26.04 Leave Without Pay granted under this Clause shall be deducted from the calculation of "continuous

employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave for the employee involved except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

## **\*\*ARTICLE 27 - LEAVE WITH PAY FOR FAMILY RELATED RESPONSIBILITIES**

27.01 For the purpose of this Clause, family is defined as spouse (including common-law partner) children (including children of legal or common-law partner, foster children or ward), parents (including step-parents or foster parents), brother, sister, mother-in-law, father-in-law, residing or not with the employee, or any relative permanently residing in the employee's household or with whom the employee permanently resides.

27.02 The Employer shall grant Leave With Pay under the following circumstances:

- (a) to take a family member for medical 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;
- (b) to provide for the immediate and temporary care of a 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;
- (c) to provide for the immediate and temporary care of an elderly member of the employee's family;
- (d) for needs directly related to the birth or the adoption of the employee's child;
- (e) seven decimal five (7.5) hours out of the fifty-two decimal five (52.5) hours stipulated in clause 27.03 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.

27.03 The total Leave With Pay which may be granted under sub-clause 28.02 (a), (b), (c), (d), and (e) shall not exceed fifty-two decimal five (52.5) hours in a fiscal year.

## **\*\*ARTICLE 28 - BEREAVEMENT LEAVE WITH PAY**

28.01 For the purpose of this Clause, immediate family is defined as parents (including step-parents or foster parents), brother, sister, step-brother, step-sister, half-brother, half-sister, spouse (including common-law partner), child (including child of common-law partner), stepchild or ward of the employee, father-in-law, mother-in-law, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, residing or not with the employee, or any relative permanently residing in the employee's household or with whom the employee permanently resides.

28.02 When a member of an employee's immediate family dies, the employee shall be entitled to Bereavement Leave With Pay for a period of up to seven (7) consecutive calendar days which must include the day of the funeral or memorial commemorating the deceased and may, in addition, be granted up to three (3) days' Leave With Pay for the purposes of travel related to the death.

28.03 If, during a period of Compensatory Leave, **Sick leave**, or **Vacation Leave**, an employee is bereaved in circumstances under which he/she would have been eligible for Bereavement Leave With Pay under Clause 29.02, the employee shall be granted Bereavement Leave With Pay and his/her **paid** leave credits shall be restored to the extent of any concurrent Bereavement Leave With Pay granted.

28.04 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 Director of the Service may, after considering the particular circumstances involved, grant Leave With Pay for a period greater than that provided for in Clause 28.02.

## **ARTICLE 29 - INJURY ON DUTY LEAVE WITH PAY**

29.01 An employee shall be granted Injury-On-Duty Leave With Pay for such reasonable period as may be determined by the Employer when a claim has been made pursuant to the *Government Employees' Compensation Act*, and a Workers' Compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

- (a) personal injury received in the performance of the employee's duties and not caused by the employee's wilful misconduct,
- (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 of Canada any amount received by the employee 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 30 - LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE**

30.01 At the request of an employee, Leave Without Pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.

30.02 Leave Without Pay granted under this Clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

## **ARTICLE 31 - LEAVE WITHOUT PAY FOR PERSONAL NEEDS**

31.01 Leave Without Pay will be granted for personal needs, in the following manner:

- (a) subject to operational requirements, Leave Without Pay for a period of up to three (3) months will be granted to an employee for personal needs;
- (b) subject to operational requirements, Leave Without Pay for a period of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
- (c) an employee is entitled to Leave Without Pay for personal needs only once under each of Sub-Clause (a) and (b) of this Clause during his/her total period of employment. Leave Without Pay granted under this Clause may not be used in combination with maternity or parental leave without the consent of the Employer.

31.02 Leave Without Pay granted under Sub-Clause (a) of Clause 32.01 shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee. Time spent on such leave shall be counted for pay increment purposes.

31.03 Leave Without Pay granted under Sub-Clause (b) of Clause 32.01 shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

## **ARTICLE 32 - COURT LEAVE WITH PAY**

32.01 The Employer shall grant Leave With Pay to an employee for the period of time he/she 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/her position;

(iv) before a legislative council, legislative assembly or any committee thereof that is authorized 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 33 - PERSONNEL SELECTION LEAVE WITH PAY**

33.01 Where an employee participates in a personnel selection process for a position in the CSIS or in the Public Service, as defined in the *Public Service Labour Relations 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, including any appeal process where applicable, and for such further period as is reasonable for the employee to travel to and from the place where his/her presence is so required.

### **ARTICLE 34 - EDUCATION LEAVE WITHOUT PAY**

34.01 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/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.

34.02 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 percent (100%) of his/her annual rate of pay as provided for in Appendix "A" of this agreement, 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.

34.03 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.

34.04

(a) 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 not less than the period of leave granted.

(b) if the employee:

(i) fails to complete the course, unless such failure is due to illness or other causes beyond the employee's control;

(ii) does not resume employment with the Employer on completion of the course; or

(iii) ceases to be employed before termination of the period he/she has undertaken to serve after completion of the course; the employee shall repay the Employer all allowances paid to him/her under this article during the education leave or such lesser sum as shall be determined by the Employer.

### **ARTICLE 35 - CAREER DEVELOPMENT LEAVE WITH PAY**

35.01 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/her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:

- (a) a course given by the Employer;
- (b) a course offered by a recognized academic institution;
- (c) a seminar, convention or study session in a specialized field directly related to the employee's work.

35.02 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 Sub-Clause 35.01 above. The employee shall receive no compensation under Article 44 (Overtime) and Article 45 (Travelling Time) during time spent on Career Development Leave provided for in this Clause.

35.03 Employees on Career Development Leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

#### **ARTICLE 36 - EXAMINATION LEAVE WITH PAY**

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

#### **ARTICLE 37 - LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS**

37.01 At its discretion, the Employer may grant:

(a) Leave With Pay when circumstances not directly attributable to the employee prevent his/her reporting for duty. Such leave shall not be unreasonably withheld;

(b) Leave With or Without Pay for purposes other than those specified in this Agreement.

#### **ARTICLE 38 - VOLUNTEER LEAVE**

38.01 Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours 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.

38.02 The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.

#### **ARTICLE 39 - PERSONAL LEAVE**

39.01 Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours of leave with pay for reasons of a personal nature.

39.02 The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.

#### **ARTICLE 40 - COMPASSIONATE CARE**

40.01 The definition of family member as defined in the *Employment Insurance Act* is the employee's child, spouse or common-law partner, father or mother, father's wife or mother's husband, common law partner of your father or mother, brothers or sisters and stepbrothers and stepsisters, grandparents and step grandparents, grandchildren and their spouse or common law partner, son-in law and daughter in law either married or common law, father in law and mother in law, either married or common law, brother in law and sister in law either married or common law, uncle and aunt their spouse or common law partner, nephew and niece and their spouse or common law partner, current or former foster parents, current or former foster children and their spouse or common law partner, current or former wards, current or former guardians or tutors and their spouse or common law partner. For the employees spouse,

family member is defined as: child, father or mother either married or common-law, brothers or sisters and stepbrothers and stepsisters, grandparents, grandchildren, son-in law and daughter in law either married or common law, uncle and aunt, nephew and niece, current or former foster parents, current or former wards.

40.02 Compassionate Care leave without pay may be granted for a minimum period of three (3) consecutive weeks to a maximum of eight (8) weeks to provide care and support to a family member (as defined in the *Employment Insurance Act* - compassionate care benefit) who has a serious medical condition with a significant risk of death within twenty-six weeks. Employees may be entitled to benefits under the *Employment Insurance Act* (six weeks of Employment Insurance (EI) compassionate care benefits plus a two-week waiting period).

40.03 Employees should apply for Compassionate Care leave without pay at least four (4) weeks before the commencement of the leave period, unless, because of urgent or unforeseeable circumstances, such notice cannot be given.

40.04 Time spent on this type of leave is counted for pay increments, severance pay and annual leave purposes.

## **\*\*ARTICLE 41 - RELIGIOUS OBSERVANCE**

41.01 At the request of the employee and at the discretion of the supervisor, time off with pay may be granted to an employee in order to fulfill his/her religious beliefs. The number of hours with pay so granted must be made up, hour for hour, within a period of six months, at times agreed to by the supervisor.

41.02 The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his or her religious obligations.

41.03 Hours worked as a result of time off requested under this arrangement shall not be compensated nor should they result in additional payments by the Service.

41.04 Employees who intend to request time off under this arrangement should advise their supervisor as far in advance as possible, but no later than four weeks before the requested period of absence.

## **ARTICLE 42 - DESIGNATED PAID HOLIDAYS**

42.01 Subject to Clause 42.02, the following days shall be designated paid 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, in the opinion of the Employer, no such additional day is recognized as a Provincial or Civic holiday, the first Monday in August, and
- (l) one additional day when proclaimed by an Act of Parliament as a National Holiday.

42.02 An employee absent without pay on both his/her full working day immediately preceding and his/her full working day immediately following a designated holiday is not entitled to pay for the holiday.

#### **Holiday Falling on a Day of Rest**

42.03 When a day designated as a holiday under Clause 43.01 coincides with an employee's day of rest, the holiday shall be moved to the first day the employee is scheduled to work following his/her day of rest.

42.04 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 42.03:

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

(b) work performed by an employee on the day to which the holiday was moved shall be considered as work performed on a holiday.

#### **Compensation for Work on a Holiday**

42.05 When an employee works on a holiday, he/she shall be paid

(a) time and one-half (1/2) for the first seven and one-half (1/2) hours worked on the holiday and double (2) time thereafter, in addition to the pay that he/she would have been granted had he/she not worked on the holiday, or

(b) upon request, and with the approval of the Employer, he/she may be granted

(i) a day of Leave With Pay (hourly rate of pay) at a later date in lieu of the holiday;

(ii) pay at one and one-half (1/2) times the hourly rate of pay for the first seven and one-half (7 1/2) hours worked by him/her on the holiday, and

(iii) pay at two (2) times the hourly rate of pay for all hours worked by him/her on the holiday in excess of seven and one-half (7 1/2) hours;

A. subject to operational requirements, and at the request of an employee the Employer will endeavour to grant the leave earned in Clause 42.05 (b) (i) contiguous to the employee's vacation leave;

B. if any lieu days cannot be liquidated by the end of the fiscal year, they will be paid off at the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment at the end of the fiscal year; or

(c) When an employee works on a holiday, which is not his/her scheduled day of work, contiguous to a day of rest on which he/she also worked and received overtime in accordance with Clause 42.04 (b), he/she shall be paid in addition to the pay that he/she would have been granted had he/she not worked on the holiday, two (2) times his/her hourly rate of pay for all time worked.

42.06 When an employee is required to report for work and reports on a designated holiday, he/she shall be paid the greater of

(a) compensation in accordance with the provisions of Clause 42.05; or

(b) compensation equivalent to six (6) hours' pay at his/her hourly rate of pay, except that the minimum of six (6) hours' pay shall apply only the first time that an employee reports for work during a period of eight (8) hours, starting with the employee's first reporting.

42.07 When an employee is required to report for work and reports on a designated paid holiday which is not his/her scheduled day of work and is required to use transportation services other than normal public transportation services, he/she shall be reimbursed for reasonable expenses incurred as follows:

(a) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his/her automobile when the employee travels by means of his/her own automobile, or

(b) out-of-pocket expenses for other means of commercial transportation.

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

#### **Holiday Coinciding With a Day of Paid Leave**

42.09 When a day that is a designated paid holiday for an employee falls within a period of Leave With Pay, that day shall count as a holiday and not as a day of leave. Employees working on extended shifts or variable hours must account for the difference in hours between the work day under the variable work hours schedule and the seven and one-half (1/2) hours allowed for the holiday.

### **ARTICLE 43 - HOURS OF WORK**

#### **General**

43.01 For the purposes of this Article, a week shall consist of seven (7) consecutive days, beginning at 00:00 hours Monday morning and ending at 24:00 Sunday. The day is a twenty-four (24) hour period commencing at 00:00 hours.

43.02 Within five (5) days of notification of consultation served by either party, the PSAC shall notify the Employer in writing of the representative authorized to act on behalf of the PSAC for consultation purposes.

#### **Day Work**

43.03

(a) subject to Clause 43.04, the scheduled work week shall be thirty-seven and one-half (37 1/2) hours from Monday to Friday inclusive, and the scheduled work day shall be seven and one-half (7 1/2) consecutive hours, exclusive of a lunch period, between the hours of 7:00 a.m. and 6:00 p.m.

(b) employees shall be informed by written notice of their scheduled hours of work. Any changes to the scheduled hours shall be by written notice to the employee(s) concerned.

(c) subject to operational requirements, an employee shall have the right to select and request flexible hours on a daily basis, between 7:00 a.m. and 6:00 p.m.

43.04

(a) when scheduled hours, other than those provided in Sub-Clause 43.03 (a), are in existence when this Agreement is signed, the Employer, on request, will consult with the PSAC on such hours of work and in such consultation establish that such hours are required to meet the needs of the public and/or the efficient operation of the Service. Where scheduled hours are to be changed so that they are different from those specified in Sub-Clause 43.03 (a), the Employer, except in cases of emergency, will consult in advance with the PSAC on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the Service.

(b) it is understood that consultation will be held at the local level for fact finding purposes and will be referred to the appropriate Employer/PSAC levels before implementation.

44.05 It is understood by the parties that the provisions of Clause 43.04 will not be applicable in respect of employees whose work week is less than thirty-seven and one-half (37 1/2) hours per week.

## **Variable Hours**

43.06

(a) notwithstanding the provisions of this Article, upon request of an employee and with the concurrence of the Employer, an employee may complete his/her weekly hours of employment in a period of other than five (5) full days provided that over a period of fourteen (14) calendar days the employee works an average of thirty-seven and one-half (37 1/2) 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 work day for the employee.

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.

(b) requests under this Clause shall not be unreasonably denied.

## **Shift Work**

43.07 When, because of the operational requirements of the Service, hours of work are scheduled for employees on a rotating or irregular basis, they shall be scheduled so that employees, over a period of not more than fifty-six (56) calendar days:

(a) work an average of thirty-seven and one-half (37 1/2) hours and an average of five (5) days per week;

(b) work seven and one-half (7 1/2) hours per day, exclusive of a one-half (1/2) hour meal period;

(c) obtain an average of two (2) days of rest per week;

(d) obtain at least two (2) consecutive days of rest, except when days of rest are separated by a designated paid holiday which is not worked.

43.08 The standard shift schedule will be 12:00 midnight to 8:00 a.m.; 8:00 a.m. to 4:00 p.m.; 4:00 p.m. to 12:00 midnight, or alternatively 11:00 p.m. to 7:00 a.m.; 7:00 a.m. to 3:00 p.m.; 3:00 p.m. to 11:00 p.m.

43.09

(a) when shifts, other than those provided in Clause 43.08, are in existence when this Agreement is signed, the Employer on request will consult with the PSAC on the timing of such shifts and in such consultation establish that such shifts are required to meet the needs of the Public and/or the efficient operation of the Service. Where shifts are to be changed so that they are different from those specified in Clause 44.08, the Employer, except in cases of emergency, will consult in advance with the PSAC on the timing of such shifts and in such consultation establish that such shifts are required to meet the needs of the Public and/or the efficient operation of the Service.

(b) it is understood that consultation will be held at the local level for fact finding purposes and will be referred to the appropriate Employer/PSAC levels before implementation.

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

(a) on the day it commences where half or more of the hours worked fall on that day, and

(b) on the day it terminates where more than half of the hours worked fall on that day.

Accordingly, the first day of rest will be considered to start immediately after midnight of the calendar day on which the employee worked or is considered to have worked his/her last scheduled shift; and the second day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of an intervening designated paid holiday, if the days of rest are separated thereby.

43.11 it is recognized that certain continuous operations require some employees being on the job for a full eight (8)

hour shift. In these operations, such employees will be paid for a one-half (1/2) hour meal period because they will not be able to leave the work place for a meal break. Subject to Clause 43.12, a specified meal period shall be scheduled as close to the mid-point of the shift as possible. The one-half (1/2) hour meal period will be paid in accordance with the applicable overtime provisions.

43.12 It is also recognized that the meal period may be staggered for employees on continuous operations. However, the Employer will make every effort to arrange meal periods at times convenient to the employee.

43.13 The Employer will make every reasonable effort:

(a) not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift, and

(b) to avoid excessive fluctuation in hours of work.

43.14 The staffing, preparation, posting and administration of shift schedules is the responsibility of the Employer.

43.15 The Employer shall set up a master shift schedule for a fifty-six (56) day period, posted fifteen (15) days in advance, which will cover the normal requirements of the work area.

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

43.17

(a) an employee who is required to change his/her scheduled shift without receiving at least forty-eight (48) hours' notice in advance of the starting time of such change in his/her scheduled shift, shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1/2). Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this agreement.

(b) an employee on day work whose hours of work are changed to extend before or beyond the stipulated hours of 7:00 a.m. and 6:00 p.m. as provided in Clause 43.03, and who has not received at least forty-eight (48) hours' notice in advance of the starting time of such change, shall be paid for the first day or shift worked subsequent to such change at the rate of time and one-half (1/2). Subsequent days or shifts worked on the revised hours shall be paid for at straight time, subject to the overtime provisions of this agreement.

### **Consultation on Shift Schedule**

43.18 Notwithstanding the provisions of Clauses 43.07 to 43.17 and 43.20, consultation may be held at the local level with a view to establishing shift schedules which may be different from those established in Clauses 43.07 and 43.08. Such consultation will include all aspects of arrangements of shift schedules.

Once a mutually acceptable agreement is reached at the local level, the proposed shift schedule will be submitted to the respective Employer and PSAC Headquarters for approval before implementation.

It is understood that the flexible application of such arrangements must not be incompatible with the intent and spirit of provisions otherwise governing such arrangements. Such flexible application of this Clause must respect the average hours of work over the duration of the master schedule, and must be consistent with the operational requirements determined by the Employer.

### **General**

43.19 Nothing in this Article shall be construed as guaranteeing maximum or minimum hours of work. Employees may be required to register their attendance in a form or in forms to be determined by the Employer.

### **Rest Periods**

43.20 Except when operational requirements do not permit, the Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day.

## **ARTICLE 44 - OVERTIME**

### **44.01 In this Article:**

- (a) "overtime" means in the case of a full-time employee authorized work performed in excess of his/her scheduled hours of work;
- (b) "time and one-half" means one and one-half (1/2) times the hourly rate of pay;
- (c) "double time" means two (2) times the hourly rate of pay.

### **Assignment of Overtime Work**

#### **44.02**

- (a) subject to the operational requirements of the Service, the Employer shall make every reasonable effort to avoid excessive overtime and to allocate overtime work on an equitable basis among readily available qualified employees.
- (b) except in cases of emergency, call-back or mutual agreement with the employee, the Employer shall, wherever possible, give at least four (4) hours' notice of any requirement for overtime work.

### **Overtime Compensation**

44.03 Subject to Clause 44.08, an employee who is required to work overtime on his/her scheduled work day is entitled to compensation at time and one half (1/2) for all overtime hours.

44.04 Subject to Clause 44.08, an employee who is required to work on a day of rest is entitled to compensation at double (2) time.

44.05 Subject to Clause 44.08, when an employee is required to report for work and reports on a day of rest, he/she shall be paid the greater of:

- (a) compensation at the applicable overtime rate, or
- (b) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay, except that the minimum of three (3) hours' pay shall apply only the first time that an employee reports for work during a period of eight (8) hours starting with the employee's first reporting.

44.06 When an employee is required to report for work and reports under the conditions described in clauses 44.04 and 44.13, and is required to use transportation services other than normal public transportation services, he/she shall be reimbursed for reasonable expenses incurred as follows:

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

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

44.08 An employee is entitled to overtime compensation under clauses 44.03, 44.04 and 44.05 for each completed period of fifteen (15) minutes of overtime worked by him/her:

- (a) when the overtime work is authorized in advance by the Employer or is in accordance with standard operating instructions, and
- (b) when the employee does not control the duration of the overtime work.



44.09 Employees shall record starting and finishing times of overtime work in a form determined by the Employer.

44.10

(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.

(c) compensatory Leave With Pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid for in cash or carried over at the discretion of the Employer. Such payment will be at the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment at the end of the twelve (12) month period.

(d) cash for overtime compensation shall be paid within an eight (8) week period commencing with the date on which management received the employee's recorded request.

44.11

(a) an employee who works three (3) or more hours of overtime immediately before or immediately following his/her scheduled hours of work or who works on a weekend over a normal meal period shall be reimbursed his/her expenses for one meal at the rate specified in the Employer's Human Resources Policy.

(b) when an employee works overtime continuously extending three (3) hours or more beyond the period provided for in (a) above, he/she shall be reimbursed for one additional meal at the rate specified in the Employer's Human Resources Policy.

(c) forty-five (45) minutes with pay shall be allowed the employee in order that he/she may take a meal break either at or adjacent to his/her place of work.

44.12 For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.

44.13 Compensation under this Article shall not be paid for overtime worked by an employee at courses, training sessions, conferences and seminars, unless the employee is required to attend by the Employer.

44.14 If an employee reports for work after being given instructions before the termination of his/her work shift, or at any earlier time of day, to work overtime at a specified time on a regular working day for a period that is not contiguous to his/her scheduled shift, he/she shall be paid for the time actually worked, or a minimum of two (2) hours' pay at straight time, whichever is greater.

## **ARTICLE 45 - TRAVELLING TIME**

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

45.02 When an employee is required to travel outside his/her headquarters area on CSIS business, as these expressions are defined by the Employer, the time of departure and the means of travel shall be determined by the Employer and the employee will be compensated for travelling time in accordance with clauses 45.03 and 45.04. Travelling time shall include time necessarily spent at each stop over en route provided each stop over is not longer than three (3) hours.

45.03 For the purposes of clauses 45.02 and 45.04, the travelling time for which an employee shall be compensated is as follows:

(a) for travel by public transportation, the time between the regularly scheduled time of departure and the regularly scheduled time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer;

(b) for travel by private means of transportation, the normal time as determined by the Employer to proceed from the employee's place of residence or work place, as applicable, direct to his destination and, upon his/her return direct back to his/her residence or work place;

(c) in the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

45.04 If an employee is required to travel as set forth in clauses 45.02 and 45.03:

(a) on a normal working day on which he/she travels but does not work, the employee shall receive his/her regular pay for the day;

(b) on a normal working day on which he/she travels and works, the employee shall be paid:

(i) his/her regular pay for the day for a combined period of travel and work not exceeding seven and one half (7 1/2) hours, and

(ii) at the applicable overtime rate for additional travel time in excess of a seven and one half (7 1/2) hour period of work and travel, with a maximum payment for such additional travel time not to exceed seven and one-half (7 1/2) hours' pay at the hourly rate of pay;

(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 seven and one half (7 1/2) hours' pay at the hourly rate of pay.

45.05 Travelling time shall be compensated for in cash, except where, upon request of an employee and with the approval of the Employer, travelling time may be compensated in equivalent Leave With Pay.

45.06 This clause above does not apply to an employee required to perform work in any type of transport in which the employee is travelling. In such circumstances, the employee shall receive the greater of the following:

(a) on a normal working day, his/her regular pay for the day, or

(b) pay for the actual hours worked in accordance with Articles 42 and 44 of this Agreement.

45.07 Compensation under this Article shall not be paid for travelling time to courses, training sessions, conferences and seminars unless the employee is required to attend by the Employer.

#### **ARTICLE 46 - CALL-BACK PAY**

46.01 If an employee is called back to work:

(a) on a designated paid holiday which is not his/her scheduled day of work, or

(b) on the employee's day of rest, or

(c) after the employee has completed his/her work for the day and has left his/her place of work, and returns to work, the employee shall be paid the greater of:

(i) compensation equivalent to three (3) hours' pay at the applicable overtime pay, or

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

provided that the period worked by the employee is not contiguous to the employee's normal hours of work and the employee was not scheduled to work such period prior to completing his/her last period of work.

46.02 When an employee is recalled to work overtime under the conditions described in Clause 46.01, and is required to use transportation services other than normal public transportation services, he/she shall be reimbursed for reasonable expenses incurred as follows:

(a) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his/her automobile when the employee travels by means of his/her own automobile, or

(b) out-of-pocket expenses for other means of commercial transportation.

#### **ARTICLE 47 - STANDBY**

47.01 Where the Employer requires an employee to be available on standby during off duty hours, an employee shall be entitled to a standby payment equivalent to the hourly rate of an employee for each four (4) consecutive hours or portion thereof that he/she is on standby.

47.02 An employee designated by letter or by list for Standby duty shall be available during the employee's period of Standby at a known telephone number and be available to return for duty as quickly as possible, if called. In designating employees for Standby, the Employer will endeavour to provide for the equitable distribution of standby duties.

47.03 No Standby payment shall be granted if an employee is unable to report for duty when required.

47.04 An employee on Standby who is required to report for work shall be paid, in addition to the Standby pay, the greater of:

(a) the applicable overtime rate for the time worked, or

(b) a minimum of three (3) hours' pay at the applicable overtime rate of pay, except that this minimum shall apply only the first time that an employee is required to report for work during a period of Standby of eight (8) hours.

47.05 When an employee is recalled to work overtime under the conditions described in Clause 47.01 and 47.02 and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable travel expenses incurred as follows:

(a) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his/her automobile when the employee travels by means of his/her own automobile, or

(b) out of pocket expenses for other means of transportation.

#### **No Pyramiding of Payments**

47.06 Payments provided under Article 44 (Overtime), Article 42 (Designated Paid Holidays), Article 46 (Call-back Pay) and Clause 47.04 of the Standby Article shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

#### **ARTICLE 48 - SHIFT PREMIUM**

48.01 An employee working on shifts shall receive a shift premium of two dollars (\$2.00) per hour for all hours worked between Monday to Friday inclusive, including overtime hours worked, between the hours of 6:00 p.m. and 6:00 a.m.

#### **ARTICLE 49 - WEEKEND PREMIUM**

49.01 An employee shall receive a weekend premium of two dollars (\$2.00) per hour for all hours worked on a Saturday or Sunday.

#### **\*\*ARTICLE 50 - PAY**

50.01 Except as provided in this Article, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

50.02 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 his/her certificate of appointment;

(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.

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

(a) an employee appointed to a term position shall receive an increment after having reached fifty-two (52) weeks of cumulative service. For the purpose of defining when a determinate employee will be entitled to go to the next salary increment, "cumulative" means all service, whether continuous or discontinuous within the core public administration at the same occupational group and level.

50.04

(a) when an employee is required by the Employer to substantially perform the duties of a higher classification level on an acting basis for a period of at least four (4) consecutive working days, the employee shall be paid acting pay calculated from the date on which the employee commenced to act as if the employee had been appointed to that higher classification level for the period in which he/she acts.

(b) when a day designated as a paid holiday occurs during the qualifying period the holiday shall be considered as a day worked for purposes of the qualifying period.

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

50.06 Subject to the following paragraphs, the pay increment policy of the Employer shall be extended to include part-time employees.

(a) the pay increment period, in weeks, for the employee referred to in this Clause shall be determined as follows:

(i) when the pay increment period for a full-time employee is fifty-two (52) weeks, by the following formula;

$$\frac{52 \times (37 \frac{1}{2})}{\text{(Average weekly scheduled hours)}}$$

and

(ii) when the pay increment period for a full-time employee is twenty-six (26) weeks, by the following formula:

$$\frac{26 \times (37 \frac{1}{2})}{\text{(Average weekly scheduled hours)}}$$

(b) part-time employees shall be entitled to the benefits provided under this Clause when the sum of their normal weekly hours equals the sum of those of a full-time employee (19 1/2 hours).

50.07 Subject to Clause 50.06, the pay increment date for an employee appointed to a position in the bargaining unit on promotion, demotion or from outside the CSIS shall be the Monday following the pay increment period listed below as calculated from the date of the promotion, demotion or appointment from outside the CSIS. The pay increment periods for all levels shall not exceed fifty-two (52) weeks.

50.08 Where, during the retroactive period, an employee was paid on initial appointment to the CSIS at a rate of pay above the minimum, or was promoted or transferred and paid at a rate of pay above the rates specified by the regulations for promotion or transfer, the employee shall be paid in the new scale of rates at the rate of pay nearest to but not less than the rate of pay at which the employee was appointed, and at the discretion of the Employer, may be paid at any rate up to and including the rate shown immediately below the rate the employee was receiving.

50.09 This Article is subject to the Memorandum of Understanding signed by the Treasury Board (Federal Public

Service) and the Public Service Alliance of Canada dated February 9, 1982 in respect of red-circled employees.  
50.10 Except for employees appointed, promoted or transferred in the retroactive period (refer to Clause 50.08), all employees shall be paid in the new "A" scale of rates at the rate shown immediately below his/her former rate on the relevant adjustment date.

### **Retroactive Pay**

50.11 The rates of pay in Appendix "A" for the period of time the employees were employed with the Service shall apply, on request, to all employees who have ceased to be an employee during the period of retroactivity.

### **\*\*ARTICLE 51 - SEVERANCE PAY**

51.01 Under the following circumstances and subject to Clause 52.02, an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay to which he or she is entitled for the classification prescribed in his or her certificate of appointment on the date of his or her termination of employment:

#### **(a) lay-off**

(i) on the first lay-off two (2) weeks' pay 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 or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) weeks' 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) weeks' 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 he/she was granted severance pay under sub-clause 51.01 (a) (i) above.

#### **(b) Rejection on Probation**

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

#### **(c) 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) days, to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

#### **(d) termination for Cause for Reasons of Incapacity or Incompetence**

(i) the Employer agrees that an employee terminated for cause for reasons of incapacity shall on termination of his/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.

(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) 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.

51.02 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. However, employees who entered the Service having received severance pay with the Public Service will have their prior continuous Public Service employment considered in the calculation of severance pay, less any severance pay amounts received from their previous Public Service Employer if all of the following conditions are met:

- employees have ended their previous employment to immediately join the Service;
- employees have received half weeks' severance benefits with the previous Employer; and,
- the reason for ending their employment with the Service is for retirement.

Under no circumstances shall the maximum Severance Pay provided under Clause 51.01 be pyramided.

51.03 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 the employee's certificate of appointment on the date of the termination of the employee's employment.

#### **51.04 SEVERANCE TERMINATION**

a) subject to article 51.02 above, indeterminate employees on date of signing of the Collective Agreement 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) days, to a maximum of thirty (30) weeks.

b) subject to article 51.02 above, term employees on date of signing of the Collective Agreement 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.

#### **51.05 TERMS OF PAYMENT**

##### **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 the date of signing of the Collective Agreement or
- b) as a single payment at the time of the employee's termination of employment from the Service, based on the rate of pay of the employee's substantive position at the date of termination of employment from the Service, or
- c) as a combination of (a) and (b), pursuant to 51.06 (c).

#### **51.06 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 no later than six (6) months following the official date of signing the collective agreement.
- c) the employee who opts for the option described in 51.05(c) must specify the number of complete weeks to be paid out pursuant to 51.05(a) and the remainder to be paid out pursuant to 51.05(b).
- d) an employee who does not make a selection under 51.06(b) will be deemed to have chosen option 51.05(b).

#### **51.07 Appointment from a different Public Service Bargaining Unit to the Service**

This article applies in a situation where an employee is appointed into a position in the Service from a position outside the Service where, at the date of appointment, provisions similar to those in section 51.01(b) and (c) are still in force, unless the appointment is only on an acting basis.

- a) subject to section 51.02 above, on the date an indeterminate employee becomes subject to this

Agreement after the date on which sections 51.02 (b) and (c) were abolished, 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 of the appointment.

- b) subject to article 51.05 above, on the date a term employee becomes subject to this Agreement after the date on which sections 51.01 (b) and (c) were abolished, he or she shall be entitled to severance payment 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 of 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 51.05, however the selection of which option must be made within three (3) months of being appointed to the Service.

## **ARTICLE 52 - CLASSIFICATION INFORMATION AND STATEMENT OF DUTIES**

52.01 Without restricting the scope of other Articles of this Collective Agreement, the Employer shall provide the PSAC with Job Classifications, job evaluation system and other relevant unclassified information as required, in accordance with the *Access to Information Act* and the *Privacy Act* (ATIP).

52.02 Within fifteen (15) working days of submitting a written request to their supervisor, an employee shall be provided with their position profile, including the classification and point rating allotted by factor to the employee's position.

## **ARTICLE 53 - DISCIPLINARY MEASURES**

53.01 When an employee is suspended from duty or terminated, the Employer undertakes to notify the employee in writing of the reasons for such suspension or termination. The Employer shall endeavor to give such notification at the time of suspension or termination.

53.02 When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning him or her or to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the PSAC attend the meeting. Where practicable, the employee shall receive a minimum of one day's notice of such a meeting.

53.03 The Employer shall notify the Local Representative of the PSAC as soon as possible that such suspension or termination has occurred.

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

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

## **ARTICLE 54 - CONTRACTING OUT**

54.01 The Employer will continue past practice in giving all reasonable consideration to continued employment in the Service of employees who would otherwise become redundant because work is contracted out.

## **ARTICLE 55 - STRIKES OR WALKOUTS**

55.01 According to the *Canadian Security Intelligence Service Act*, the process for resolution of a dispute applicable to

employees of the Service in the Bargaining Unit is by the referral of the dispute to Arbitration.

55.02 A strike action is, consequently, prohibited and the *Public Service Labour Relations Act* provides penalties for engaging in illegal strikes.

## **ARTICLE 56 - HEALTH AND SAFETY**

56.01 The Employer shall continue to make all reasonable provisions for the occupational health and safety of employees. The Employer will welcome suggestions on the subject from the PSAC, and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

56.02 Every reasonable effort will be made to find other duties for an employee whose principal duty is to operate a VDT and who provides a recommendation from a legally qualified medical practitioner indicating:

- (a) she is pregnant, and
- (b) that operating a VDT could be harmful to the employee's health, or the health of the employee's unborn child.

## **ARTICLE 57 - GRIEVANCE PROCEDURE**

### **General**

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

57.02 The time limits stipulated in this article may be extended, by mutual agreement between the Employer and the employee and, where appropriate, the PSAC Representative.

### **Individual Grievances**

57.03 An employee who feels that he or she has been treated unjustly or considers himself or herself aggrieved by an action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 57.06, except that,

- (a) where there is another administrative procedure provided by or under any Act of Parliament to deal with his or her specific complaint, such procedure must be followed, other than the *Canadian Human Rights Act*, and
- (b) where the grievance relates to the interpretation or application of this Collective Agreement or an arbitral award, the employee is not entitled to present the grievance unless the employee has the approval of and is represented by the PSAC, and
- (c) despite (a), an employee may not present an individual grievance in respect of the right to equal pay for work of equal value.

57.04 Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the following levels:

- (a) first Level - the designated manager, normally the Director General;
- (b) second Level - the employee's Deputy Director, and
- (c) final Level - the Director or his/her authorized representative.

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



57.06 An employee who wishes to present a grievance at a prescribed level in the grievance procedure shall transmit this grievance to his or her immediate supervisor or local manager who shall forthwith:

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and
- (b) provide the employee with a receipt stating the date on which the grievance was received by him or her.

57.07 Where it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the date it is delivered to the appropriate office of the department or agency concerned. Similarly, the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his/her grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

57.08 A grievance of an employee shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.

57.09

- (a) an employee may be assisted and/or represented by the PSAC when presenting a grievance at any level.
- (b) subject to operational requirements, employees shall be granted Leave With Pay to meet with an PSAC representative prior to filing a grievance and at each level of the grievance procedure.
- (c) the Employer shall provide to the PSAC Representative copies of all relevant documentation.

57.10 The PSAC shall have the right to consult with the Employer with respect to a grievance at each level of the grievance procedure. Where consultation is with the Director, the Director shall render the decision.

57.11 An employee may present a grievance to first level of the procedure in the manner prescribed in Clause 57.07, no later than twenty-five (25) days after the date on which he/she is notified orally or in writing or on which he/she first becomes aware of the action or circumstances giving rise to the grievance.

57.12 The Employer shall reply to an employee's grievance, at first and second levels, within ten (10) days after the date the grievance is presented. Where the decision or settlement is not satisfactory to the employee, the employee may submit a grievance to the second or final level in the grievance procedure within ten (10) days after that decision or settlement has been conveyed to him/her in writing.

57.13 The Employer shall reply to an employee's grievance at the Final Level of the grievance procedure within thirty (30) days after the grievance is presented.

57.14 Where an employee has been represented by the PSAC in the presentation of his/her grievance, the Employer will provide the appropriate representative of the PSAC with a copy of the employer's decision at each level of the grievance procedure at the same time that the employer's decision is conveyed to the employee.

57.15 The decision given by the Employer at the Final Level in 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.

57.16 Where it appears that the nature of the grievance is such that a decision cannot be given at First Level, the First Level may be eliminated by agreement between the Employer and the employee, and where applicable, the PSAC.

57.17 Where the Employer discharges an employee, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be presented at the Final Level only.

57.18 An employee may abandon a grievance by written notice to his/her immediate supervisor or local manager.

57.19 An employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless he/she was unable to comply with the prescribed time limits due to circumstances beyond his/her control.

57.20 No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his/her grievance or refrain from exercising his/her right to present a grievance as provided in this Collective Agreement.

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

- (a) the interpretation or application in respect of him/her of a provision of this collective agreement or a related arbitral award, or
- (b) disciplinary action resulting in discharge, suspension or a financial penalty, and his/her grievance has not been dealt with to his/her satisfaction, he/she may refer the grievance to adjudication in accordance with the provision of the *Public Service Labour Relations Act*.

57.22 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of him/her of a provision of a collective agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the bargaining agent for the bargaining unit to which the collective agreement applies, signifies in the 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.

#### **Group Grievances**

57.23 The PSAC may present to the Employer a group grievance on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of a collective agreement or an arbitral award.

57.24 A group grievance may be presented in the manner set out in clause 58.25 and be processed by recourse to the following levels:

- (a) first Level - the designated manager, normally the Director General;
- (b) second Level - the employee's Deputy Director, and
- (c) final Level - the Director or his/her authorized representative.

57.25 The PSAC shall transmit the group grievance form to the appropriate person, as identified by the Employer, who shall on receipt of a group grievance:

- (a) deliver to the PSAC a receipt stating the date on which the group grievance was received; and
- (b) forward the group grievance to the person whose decision constitutes the appropriate level of the group grievance process.

57.26 The bargaining agent may present a group grievance in the manner set out in clause 57.25, except

- (a) where there is another administrative procedure provided by, or under any *Act of Parliament*, to deal with his or her specific complaint such procedure must be followed, other than the *Canadian Human Rights Act*; or
- (b) an employee has availed himself or herself of a complaint procedure established by a policy of the Employer if the policy expressly provides that an employee who avails himself or herself of the complaint procedure is precluded from participating in a group grievance, that employee may not be included in the group grievance; and
- (c) despite (a), the PSAC may not present a group grievance in respect of the right to equal pay for work of equal value.

57.27 The PSAC may present the group grievance at the first step of the group grievance process no later than

twenty-five (25) days after the date on which the aggrieved employees received notification or the day on which they had knowledge of any act, omission or other matter giving rise to the group grievance.

57.28 The Employer shall reply to the PSAC, at first and second levels within ten (10) days after the date the group grievance is presented. Where the decision or settlement is not satisfactory to the PSAC, they may submit a group grievance to the second or final level in the group grievance procedures within ten (10) days after that decision or settlement has been conveyed to him/her in writing.

57.29 The Employer shall reply to the group grievance at the Final Level of the group grievance procedures within thirty (30) days after the grievance is presented.

57.30 Where it appears that the nature of the grievance is such that a decision cannot be given at First Level, the First Level may be eliminated by agreement between the Employer and the employee, and where applicable, the PSAC.

57.31 An employee in respect of whom a group grievance has been presented may, at any time before a final decision is made in respect of the grievance, notify the PSAC that they no longer wish to be involved in the group grievance.

57.32 The PSAC may refer to adjudication any group grievance that has been presented up to and including Final Level in the grievance process and that has not been dealt with to its satisfaction.

### **Policy Grievances**

57.33 The policy grievance process shall consist of one level.

57.34 Both the PSAC and the Employer may present a policy grievance to the other in respect of the interpretation or application of the collective agreement as it relates to either of them or to the bargaining unit generally.

57.35 Neither the PSAC nor the employer may present a policy grievance in respect of which an administrative procedure for redress is provided under any *Act of Parliament*, other than the *Canadian Human Rights Act*:

- (a) despite section 57.36, neither the employer nor the bargaining agent may present a policy grievance in respect of the right to equal pay for work of equal value.

57.36 Both parties to this agreement shall identify the person authorized to receive a policy grievance, who on receipt of a policy grievance shall:

- (a) deliver a receipt to the other party stating the date on which the policy grievance was received; and
- (b) shall forward the policy grievance to the person whose decision constitutes the level of the policy grievance process.

57.37 A policy grievance may be presented no later than twenty-five (25) days after the earlier of the day on which notification was received or the day on which there was knowledge of any act, omission or other matter giving rise to the policy grievance.

57.38 The person whose decision constitutes the level of the policy grievance process shall provide a decision to the other party no later than thirty (30) days after the day on which the policy grievance was received.

57.39 A policy grievance may be withdrawn at any time prior to a final decision being made.

57.40 A party that presents a policy grievance may refer it to adjudication.

### **ARTICLE 58 - JOINT CONSULTATION**

58.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.

58.02 Within five (5) days of notification of consultation served by either party, the PSAC shall notify the Employer in

writing of the representative authorized to act on behalf of the PSAC for consultation purposes.

58.03 Without prejudice to the position the Employer or the PSAC may wish to take in future about the desirability of having the subjects dealt with by the provisions of the Collective Agreement, the subjects that may be determined as appropriate for joint consultation will be by the agreement of the parties.

58.04 The Employer agrees that new policies will not be introduced and existing regulations or directives will not be cancelled or amended by CSIS in such a way as to affect employees covered by this Agreement, until such time as the PSAC has been given a reasonable opportunity to consider and consult on the Employer's proposals.

58.05 Committee meetings will normally be held on the Employer's premises at times to be determined by mutual agreement between the representatives for both sides. Representatives of the parties will normally exchange a written agenda for the meeting not less than five (5) calendar days in advance of the date of each meeting.

58.06 Employees forming the continuing membership of the Consultation Committees shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time where applicable.

#### **ARTICLE 59 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILE**

59.01

(a) when a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to him/her at that time. An employee's signature on his/her assessment form will be considered to be an indication only that its contents have been read and shall not indicate his/her concurrence with the statements contained on the form.

(b) the Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.

(c) an employee has the right to make written comments to be attached to the performance review form.

59.02

(a) prior to an employee performance review the employee shall be given:

- (i) the evaluation form which will be used for the review;
- (ii) any written document which provides instructions to the person conducting the review;

(b) if during the employee performance review, either the form or instructions are changed they shall be given to the employee.

59.03 An oral reprimand shall not be recorded on any official file. Should the same offence be repeated the Employer may refer to any oral reprimand in a subsequent written reprimand.

59.04 Upon written request of an employee the employee and/or his/her representative shall have access

(a) to the Personnel File of the employee, and

(b) to any information relating to the employee which is used to make administrative decisions directly relating to the employee in accordance with the Access to Information Guidelines of the Service (CSIS).

59.05 Any document or written statement related to disciplinary action, which may have been placed on the Personnel File of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

59.06 The Employer, on request, shall provide an employee with any personnel document, signed by the employee, to which he/she is entitled under the *Privacy Act*.

59.07 Performance evaluations prior to five (5) years from the date of the competitive process will not be used to assess candidates during the competitive process, unless a requirement exists to verify qualifications (other than personal suitability) not otherwise verifiable.

## **ARTICLE 60 - NATIONAL JOINT COUNCIL AGREEMENTS**

### **National Joint Council Agreements**

60.01 Notwithstanding that the Employer is not a member of the National Joint Council (NJC) of the Public Service the following shall apply:

(a) agreements concluded by the NJC on items which may be included in a collective agreement, are those which the parties to the NJC have endorsed after December 6, 1978 will form part of this agreement subject to the *Public Service Labour Relations Act (PSLRA)* and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act specified in Schedule II of the *PSLRA*.

(b) the 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 Public Service Labour Relations Board has made a ruling pursuant of Clause (c) of the NJC Memorandum of Understanding which became effective December 6, 1978.

60.02 The following directives, as amended from time to time by NJC recommendation and which have been approved by the Treasury Board of Canada, shall form part of this Collective Agreement:

Bilingualism Bonus Directive

Commuting Assistance Directive

Foreign Service Directives

Relocation Directive

Travel Directive

Uniforms Directive

### **Health/Safety**

Boiler and Pressure Vessels Directive

Committees and Representatives Directive

Electrical Directive

Elevated Work Structures Directive

Elevating Devices Directive

First-aid Allowance Directive

First-aid Safety and Health Directive

Hazardous Confined Spaces Directive

Hazardous Substances Directive

Material Handling Directive

Motor Vehicle Operations Directive

Noise Control and Hearing Conservation Directive

Personal Protective Equipment and Clothing Directive

Pesticides Directive

Refusal to Work Directive

Sanitation Directive

Tools and Machinery Directive

Use and Occupancy of Buildings Directive

60.03 Grievances in regard to NJC items which form part of this Agreement shall be filed in accordance with Article 57 of this Collective Agreement and shall be subject to adjudication.

## **ARTICLE 61 - EMPLOYEE BENEFIT PLANS**

61.01 The Employer will continue to apply coverage to employees under the following benefit plans, as amended from time to time:

(a) Public Service Health Care Plan

(b) Public Service Disability Insurance Plan

(c) Provincial Health Insurance cost sharing

(d) Dental Care Plan between the Treasury Board and the Public Service Alliance of Canada, and is deemed to form part of this Agreement.

## **\*\*ARTICLE 62 - CSIS WORK FORCE ADJUSTMENT**

### **Objective**

62.01 Work Force Adjustment situations may occur occasionally in order to meet the Service's responsibilities, obligations and operational objectives. It is the policy of the Employer to maximize employment opportunities for indeterminate employees affected by this, primarily through ensuring that, wherever possible, alternative employment opportunities are provided to them.

### **Application**

62.02 This Article applies to all indeterminate employees of the CSIS who are members of the bargaining unit.

### **Union Notification**

62.03 The Union shall be advised in writing at least one hundred and eighty (180) calendar days in advance of any reductions in the indeterminate workforce, planned by the Employer. The notice will outline the reasons for the workforce reductions, the location and number of employees affected. The parties will, through the consultation process, review possible alternatives to the workforce reduction (including voluntary lay-offs) and on the support to be provided to the affected employees and on the application of this Article.

### **Placement**

62.04 There shall be no temporary or permanent lay-off of any indeterminate employee, who is employed in the bargaining unit provided the employee agrees to be assigned or appointed to another vacant position in accordance with this Article.

62.05 An indeterminate employee who will be affected by a reduction in the workforce shall be offered assignment or appointment to any vacant position in the same salary grade within the bargaining unit providing the Employer can determine that the employee has the ability to perform the job. The employee will be provided a reasonable time frame

for training, at Employer expense, to become qualified. If an employee refuses an assignment or appointment to a position in the same salary grade within the bargaining unit, he/she shall be laid-off with recall rights as provided for in this Article.

62.06 Should there be no vacant position available in accordance with 62.05, an employee may be offered a vacant position in a lower salary grade in the bargaining unit providing the Employer can determine that the employee has the ability to perform the job. The employee will be provided a reasonable time frame for training, at Employer expense, to become qualified. The employee will have priority rights to return to a position in the same salary grade as his/her former position.

If an employee accepts an assignment to a lower salary grade with a lower maximum rate of pay, that employee shall be salary protected (at the rate of pay provided for his/her former position). Should an employee subsequently refuse an appointment to a position in the same salary grade as his/her former position, that employee will lose the benefit of being salary protected on the following pay period and will be appointed to the lower salary grade position to which he/she had been assigned.

If an employee refuses an assignment to a position at a lower salary grade within the bargaining unit, he/she shall be laid off with recall rights as provided for in this Article.

### **Employee Notification**

62.07

(a) employees subject to lay-off will be notified one hundred and eighty (180) calendar days in advance of their lay off date.

during this one hundred and eighty (180) calendar day period, affected employees will be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective employer and to such additional leave with pay as the Employer considers reasonable for related travel.

(b) employees to be laid-off will also be provided with job search assistance coordinated by the Employer.

### **Options**

62.08 Employees subject to lay-off shall have the option of:

(a) accepting lay-off, retaining the right of recall for up to one (1) year and accepting severance pay at the end of that year in accordance with Article 62.11 if the employee is not recalled, or,

(b) accepting termination from the Employer with full pay for the remainder of the notice period, and waiving the right to recall by accepting severance pay in accordance with Article 62.11.

62.09 Full-time employees will not be required to accept part-time employment.

### **Recall**

62.10 In the event of recall:

a) employees who have been laid-off and have not accepted severance pay shall be entitled to recall in inverse order of lay-off for a period of one (1) year from the date of lay-off. Upon expiry of the recall period, an employee shall receive severance pay in accordance with Article 62.11 if he/she has not been recalled.

(b) an employee who is laid-off shall have the right of recall for a period of one (1) year for any vacant or newly created bargaining unit positions for which the employee is qualified to perform or may qualify within a reasonable training period.

### **Severance**

62.11 Severance shall be calculated in accordance with the lay-off provisions of Article 51 of the Collective Agreement.

### **Lay-Off**

62.12 No employee who is a member of the bargaining unit covered by this agreement, on the date of signing, shall be subjected to lay-off as a direct result of his/her work being performed by contract. Any employee whose work is contracted out will be guaranteed employment and will be fully salary protected until such time as that employee refuses a permanent position at a salary grade at least equivalent to his/her current position. Such employee shall be subject to the provisions of this Article.

62.13 Service and employment will be terminated when an employee resigns or retires.

### **ARTICLE 63 - AGREEMENT RE-OPENER CLAUSE**

63.01 This Agreement may be amended by mutual consent.

### **ARTICLE 64 - DURATION**

64.01 This Collective Agreement shall expire on March 31, 2014.

64.02 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is signed.

SIGNED AT OTTAWA, this 7th day of the month of July, 2014.

THE CANADIAN SECURITY  
INTELLIGENCE SERVICE



John A. Gillies



Tiffanie Jennings



Kevin Lawson

THE PUBLIC SERVICE ALLIANCE  
OF CANADA



Robyn Benson



Benoit Vallée-Cardinal



Hassan Hussein



## APPENDIX A - RATES OF PAY

The rates of pay shall be increased as follows:

(A) Effective April 1, 2011 -	Economic increase of <b>1.75%</b>
(B) Effective April 1, 2012 -	Economic increase of <b>1.50%</b>
(C) Effective April 1, 2013 -	Economic increase of <b>2.00%</b>

<b>IS-02</b>								
	<b>From:</b>	<b>\$</b>	35,380	36,790	38,260	39,790	41,390	43,090
		<b>A</b>	36,000	37,440	38,930	40,490	42,120	43,850
		<b>B</b>	36,540	38,010	39,520	41,100	42,760	44,510
		<b>C</b>	37,280	38,780	40,320	41,930	43,620	45,410
<b>IS-03</b>								
	<b>From:</b>	<b>\$</b>	38,890	40,430	42,070	43,740	45,510	47,330
		<b>A</b>	39,580	41,140	42,810	44,510	46,310	48,160
		<b>B</b>	40,180	41,760	43,460	45,180	47,010	48,890
		<b>C</b>	40,990	42,600	44,330	46,090	47,960	49,870
<b>IS-04</b>								
	<b>From:</b>	<b>\$</b>	43,570	45,290	47,120	49,010	50,970	53,020
		<b>A</b>	44,340	46,090	47,950	49,870	51,870	53,950
		<b>B</b>	45,010	46,790	48,670	50,620	52,650	54,760
		<b>C</b>	45,920	47,730	49,650	51,640	53,710	55,860

**Expiry Date: March 31, 2014**

