



File: 2122-82.01-3

February 17, 2021

TO: **ALL PSAC MEMBERS AT THE NATIONAL CAPITAL COMMISSION**

RE: **RATIFICATION OF TENTATIVE AGREEMENT**

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A tentative agreement was reached on February 9, 2021 on behalf of the PSAC members at the National Capital Commission (NCC). The tentative agreement if ratified by the membership will have an expiry date of December 31, 2021.

Unless otherwise specified, the proposed agreement would become effective the date of ratification by the parties.

### **ECONOMIC INCREASES**

- Effective January 1, 2019 – 2.8% retroactive
- Effective January 1, 2020 – 2.2%
- Effective January 1, 2021 – 1.35%
- Effective January 1, 2021 – 0.1%, wage adjustment

### **OTHER CHANGES**

- Changes in the definition of family in Bereavement Leave,
- Caregiving Leave of up to 28 weeks
- Changes in Maternity/Parental Leave i.e. standard or extended option
- New: Leave for Victims of Domestic Violence
- MOU on Policies

\*The remainder of the ratification kit provides a complete list of changes to the collective agreement.

The voting process will be a ratification vote. All members will have the option of ratifying or rejecting this tentative agreement.

Upon the membership ratifying this tentative agreement, your bargaining team will sign a new collective agreement with the National Capital Commission (NCC).

Your Bargaining Team comprising:

Marc-Antoine Poitras, Bargaining Team Member  
Michel Henry, Bargaining Team Member  
Rolland Laurin, Bargaining Team Member  
Holmann J. Richard, PSAC Negotiator

unanimously recommends the acceptance of the tentative agreement.

In Solidarity,



Alex Silas  
Regional Executive Vice-President, National Capital Region (NCR)

- cc. National Board of Directors  
Chelsea Flook, Regional Political Action and Communication Officer, NCR  
Negotiations Section  
Patricia Harewood, A/Director, Representation and Legal Services Branch  
Élisabeth Woods, NCR Regional Coordinator  
Paula Dignan, Regional Representative  
Reine Zamat, Supervisor, Membership Administration  
Chantal Fréchette, Administrative Assistant, Membership Administration  
Dale Robinson, Strike Mobilization Project Officer  
Connor Spencer, Strike Mobilization Officer  
Kelly Greig, Member Information Advisor

## **TENTATIVE AGREEMENT TO SETTLE OUTSTANDING ITEMS**

### **COLLECTIVE BARGAINING**

#### **BETWEEN THE**

#### **PUBLIC SERVICE ALLIANCE OF CANADA**

#### **AND**

#### **THE NATIONAL CAPITAL COMMISSION**

**The parties hereto agree to enter a tentative agreement as follows:**

1. Increases to the rates of pay, as identified at Annex A.
2. Duration – three (3) year agreement, expiring on **December 31, 2021** as identified at Annex B
3. Amendments to the following provisions, as identified at Annex C:
  - Administrative / Editorial Changes
  - Article 2 – Application
  - Article 3 – Interpretation and Definitions
  - Article 11– Overtime
  - Article 12 – Shift Premiums
  - Article 14 – Standby
  - Article 21 – Other Leave with or without Pay
    - 21.02 Bereavement Leave With Pay
    - 21.04 Maternity Allowance
    - 21.14 Parental Leave Without Pay
    - 21.15 Parental Allowance
    - 21.18 Leave Without Pay for the Care of Family
    - 21.19 Caregiving Leave
    - 21.21 Leave With Pay for Family-Related Responsibilities
    - 21.28 Domestic Violence Leave (NEW)
  - Article 35 – Employee Performance Review and Employee Files
  - Article 48 – Duration
  - Appendix D – Memorandum of Understanding with Respect to a One-Time Lump Sum Payment
  - Appendix G – Memorandum of Understanding on Supporting Employee Wellness
4. Unless otherwise specifically stated implementation of all provisions will be in effect as of the date of signature of the collective agreement.

5. The Employer and the Public Service Alliance of Canada agree to withdraw all other outstanding items.
6. The Public Service Alliance of Canada agree to unanimously recommend the ratification of this tentative agreement to its members and the Employer agrees to unanimously recommend the ratification of this tentative agreement to its principals.
7. Unless otherwise specified in this tentative agreement existing provisions are renewed.

Two handwritten signatures in blue ink are located at the bottom right of the page. The first signature is on the left, and the second is on the right, partially overlapping the first.

## ANNEX A

### Rates of Pay

January 1, 2019 - increase to rates of pay:	2.8%
January 1, 2020 - increase to rates of pay:	2.2%
January 1, 2021 - increase to rates of pay:	1.35%
January 1, 2021 – Wage adjustment:	0.1%



**ANNEX B**

**ARTICLE 48  
DURATION**

**48.01** This collective agreement shall expire on **December 31, 2021** ~~2018~~.





## ANNEX C

### ADMINISTRATIVE / EDITORIAL CHANGES

- Editorial change to Article 3 – correction to reference.

(g) "employee" means a person so defined in the Federal Public Sector Labour Relations Act, and who is a member of the bargaining unit specified in Article 22 8 Recognition;

- Administrative change/correction to reference made in 19.06 Displacement of Vacation Leave – reference should read **21.21(b)(ii)** instead of 21.19(b)(ii) – correction to reference

#### 19.06 Displacement of Vacation Leave

(...)

(b) is granted Leave With Pay for Family-Related Responsibilities in accordance with clause 21.1921(b)(ii),

- Administrative change/correction to reference made in 19.14 One-time Vacation Leave – reference to 19.14(c) should be eliminated. No need for this as the transitional provisions were eliminated during the last round of bargaining – correction to reference

#### 19.14 One-time Vacation Leave

(...)

(c) The vacation leave credits provided in clauses 19.14(b) and (e) above shall be excluded from the application of paragraph 19.07 dealing with the Carry-over and/or Liquidation of Vacation Leave.

- Elimination of transitional language in 21.06, 21.17 and 21.18(e).

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

##### Transitional Provisions

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

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

##### Transitional Provisions

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

**21.18 Leave Without Pay for the Care of Family**

**(c) Transitional provision**

~~This transitional provision is applicable to employees who have been granted and have proceeded on leave on or after the date of signature of this agreement:~~

~~An employee who, on the date of signature of this agreement, is on Leave Without Pay for the Long Term Care of a Parent or on Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of a previous agreement continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.~~

- Editorial changes to place the following in correct order:

42.01 (a) The Employer will continue to apply the existing provisions of the following policies:

Travel Directive

Bilingualism Bonus Directive

Under the Occupational Health and Safety Directive:

Part II - Permanent Structures and Safe Occupancy of the Workplace (Use and Occupancy of Buildings)

Part III - Elevated Work Structures

Part VII - Noise Control (Levels of Sound)

Part VIII - Electrical Safety

Part IX - Sanitation

**Part X - Pesticides**

Part XI - Hazardous Substances

Part XII - Confined Spaces

Part XIII - Personal and Protective Equipment and Clothing

Part XIV - Tools and Machinery

Part XV - Materials Handling

**Part XVI - Motor Vehicle Operations**

Part XVIII - First-Aid

~~Part XVI - Motor Vehicle Operations~~

~~Part X - Pesticides~~

Part XIX - Refusal to Work

- Removal of Appendix D





## ARTICLE 2

### APPLICATION

2.01 The provisions of this Agreement apply to the Alliance, employees and the Employer.

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

*(new)*

**2.03 In this agreement, expressions referring to employee or the masculine or feminine gender are meant for all employees, regardless of gender.**

### ARTICLE 3

#### INTERPRETATION AND DEFINITIONS

3.01 For the purpose of this Agreement:

r) "overtime" means in the case of a fulltime employee, authorized work in excess of the employee's scheduled hours of work. In the case of a part-time employee, "overtime" means authorized work performed in excess of seven decimal five (7.5) hours per day or thirty-seven decimal five (37.5) hours per week, but does not include time worked on a holiday;

## ARTICLE 11

### OVERTIME

#### 11.06 Overtime Meal Allowance

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following his or her regularly scheduled hours of work, and has not been notified of the requirement prior to the end of the employee's last regularly scheduled work period shall be reimbursed for one meal in the amount of ~~ten dollars and twenty-five cents (\$10.25)~~, **twelve dollars (\$12)** except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order to take a meal either at or adjacent to his or her place of work.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, and has not been notified of the requirement prior to the end of the employee's last regularly scheduled work period, he or she shall be reimbursed for one additional meal in the amount of ~~ten dollars and twenty-five cents (\$10.25)~~, **twelve dollars (\$12)** for each four (4) hour period of overtime worked thereafter, except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that he or she may take a meal break either at or adjacent to his or her place of work.
- (c) Subclauses 11.06 (a) and (b) shall not apply to an employee who is on travel status which entitles the employee to claim expenses for lodging and/or meals.



## ARTICLE 12

### SHIFT PREMIUMS

12.02

#### Shift Premium

An employee working on shifts will receive a shift premium of two decimal twenty-five (\$2.25) per hour for all hours worked, including overtime hours, between 4:00 p.m. and 8:00 a.m. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m. The shift premium shall not be paid in respect to the call-back provisions (Article 13) of this agreement.

## ARTICLE 14

### STANDBY PAY

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





## ARTICLE 21

### OTHER LEAVE WITH OR WITHOUT PAY

#### 21.02 Bereavement Leave With Pay

(new)

21.02 For the purpose of this article, "family" is defined per Article 3 and in addition:

(g) a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. An employee shall be entitled to bereavement leave under 21.02 (a) only once during the employee's total period of employment in the public service.

#### 21.04 Maternity Allowance

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

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

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

however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in section (A), by the Commission within a period of thirty (30) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

#### 21.14 Parental Leave Without Pay

a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law ~~spouse~~ partner), the employee shall, upon request, be granted parental leave without pay for either:

(i) a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option),

or

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

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

b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for either:

i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two-week (52) period (standard option),

or

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

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

c) Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in paragraphs (a) and (b) above may be taken in two periods.

d) Notwithstanding paragraphs (a) and (b):

i. where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,

or

ii. where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period while his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization while the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care (~~child's birth/custody~~).



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

#### 21.15 Parental allowance

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

- Option 1: standard parental benefits, 21.15 paragraphs (c) to (k), or
- Option 2: extended parental benefits, 21.15 paragraphs (l) to (t).

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

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

#### Parental Allowance Administration

- a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to ~~(k)~~(i) or (l) to (r), providing he or she:
  - i. has completed six (6) months of continuous employment before the commencement of parental leave without pay,
  - ii. provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance Plan or the Quebec Parental Insurance Plan in respect of insurable employment with the Employer,  
and
  - iii. has signed an agreement with the Employer stating that:



- A. the employee will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act, on the expiry date of his or her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
- B. Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the standard parental allowance in addition to the period of time referred to in section 21.04(a)(iii)(B), if applicable. Where the employee has elected the extended parental allowance, following his or her return to work, as described in section (A), the employee will work for a period equal to sixty percent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in section 21.04(a)(iii)(B), if applicable.
- C. ~~should he or she fail to return to work in accordance with any portion of as described in~~ section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, he or she will be indebted to the Employer for an amount determined as follows:

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

however, an employee whose specified period of employment expired and who is rehired by the Commission within the federal public administration as described in section (A), within a period of thirty (30) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

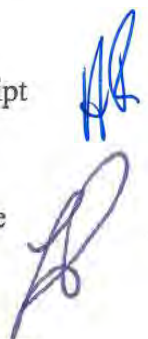
- b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery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



Option 1 - Standard Parental Allowance:

- c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- i. where an employee on parental leave without pay as described in 21.14 (a)(i) and (b)(i), has elected to receive Standard Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance- parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
  - ii. for each week in respect of which the employee receives parental, adoption or paternity benefits, under the Employment Insurance Plan or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the parental, adoption or paternity benefits, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefits to which he or she would have been eligible if no extra monies had been earned during this period; ~~the gross weekly amount of the maternity benefit and ninety three (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in maternity benefits to which she would have been eligible if no extra monies had been earned during this period, and~~
  - iii. ~~where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty two (32) weeks of parental benefit under the under the Quebec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, at ninety three percent (93%) of her weekly rate of pay for each week less any other monies earned during this period.~~ where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks paternity under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks; ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period;
  - iv. where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay) for each week, less any other monies earned during this period;
  - v. where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance Plan and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period



- of one (1) week, ninety-three per cent (93%) of his or her weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 21.14 04(c)(iii) for the same child.
- vi. where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 21.04(c)(iii) and 21.15(c)(v) for the same child;
- d) At the employee's request, the payment referred to in subparagraph 21.15(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance Plan or Québec Parental Insurance Plan-parental benefits.
- e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act or the Act Respecting Parental Insurance ~~Parental Insurance Act~~ in Quebec.
- f) The weekly rate of pay referred to in paragraph (c) shall be:
- i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
  - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which he or she is appointed.
- h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the 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.
- 



- k) The maximum combined, shared, maternity and standard parental allowances payable to a couple employed at the Commission shall not exceed fifty-two (52) weeks, for each combined maternity and parental leave without pay.

Option 2 - Extended Parental Allowance:

- 1) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
  - i. where an employee on parental leave without pay as described in 21.14(a)(ii) and (b)(ii), has elected to receive extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay for the waiting period, less any other monies earned during this period;
  - ii. for each week the employee receives parental benefits under the Employment Insurance, he or she is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of his or her weekly rate and the parental benefits, less any other monies earned during this period which may result in a decrease in his or her parental benefits to which he or she would have been eligible if no extra monies had been earned during this period;
  - iii. where an employee has received the full sixty-one (61) weeks of parental benefits under the Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 21.04(c)(iii) for the same child.
  - iv. where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 21.04(c)(iii) for the same child;
- m) At the employee's request, the payment referred to in subparagraph 21.15(l)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.
- n) The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act.



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

#### **21.18 Leave Without Pay For The Care Of Family**

An employee shall be granted leave without pay for the care of family in accordance with the following conditions:

(new)

- e. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

#### **21.19 ~~Compassionate Care Leave~~ Caregiving Leave**

- (a) ~~Notwithstanding paragraphs 21.18 (b) (ii) and 21.18 (b) (iv) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting~~



~~Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.~~

~~(b) Leave granted under this clause may exceed the five (5) year maximum provided in paragraph 21.18 (b) (iii) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.~~

~~(c) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.~~

~~(d) When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, paragraphs (A) and (B) above cease to apply.~~

(a) An employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) benefits for Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults shall be granted leave without pay while in receipt of or awaiting these benefits.

(b) The leave without pay described in 21.19 (a) shall not exceed twenty-six (26) weeks for Compassionate Care Benefits, thirty-five (35) weeks for Family Caregiver Benefits for Children and fifteen (15) weeks for Family Caregiver Benefits for Adults, in addition to any applicable waiting period.

(c) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been accepted.

(d) When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been denied, clause 21.19 (a) above ceases to apply.

(e) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

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

(a) For the purpose of this clause, family is defined as:

(i) Spouse (or common-law partner resident with the employee);

(ii) children (including foster children, step-children or children of the spouse or common-law partner, and ward of the employee), grandchild;

- (iii) parents (including step-parents or foster parents);
- (iv) father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents of the employee;
- (v) any relative permanently residing in the employee's household or with whom the employee permanently resides;

or

- (vi) any relative permanently residing in the employee's household or with whom the employee permanently resides;

or

(vii) a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

(b) The total leave with pay which may be granted under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.

(c) The Employer shall grant leave with pay under the following circumstances:

- (i) 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;
- (ii) to provide for the immediate and temporary care of a sick member of the employee's family and to provide the employee with time to make alternative care arrangements where the illness is of a longer duration;
- (iii) to provide for the immediate and temporary care of an elderly member of the employee's family;
- (iv) for needs directly related to the birth or to the adoption of the employee's child;
- (v) to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
- (vi) to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;





- (vii) seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in paragraph 21.19-21 (b) above may be used 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

## ARTICLE 21.28

### DOMESTIC VIOLENCE LEAVE

#### 21.28 Domestic Violence Leave

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

- a. The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.
- b. Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence shall be granted domestic violence leave in order to enable the employee, in respect of such violence:
  - i. to seek care and/or support for themselves or their child in respect of a physical or psychological injury or disability;
  - ii. to obtain services from an organization which provides services for individuals who are subject to domestic violence;
  - iii. to obtain professional counselling;
  - iv. to relocate temporarily or permanently; or
  - v. to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.
- c. The total domestic violence leave with pay which may be granted under this article shall not exceed seventy-five (75) hours in a fiscal year.
- d. Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this article shall, when delivered to the Employer, be considered as meeting the requirements of this article.
- e. Notwithstanding clauses 21.28(b) and 21.28(c), an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

## ARTICLE 35

### EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

**35.03** Upon written request of an employee, the personnel file of that employee shall be made available once per year for his or her examination in the presence of an authorized representative of the Employer.

It is understood that such file, or parts thereof may be digital.



**APPENDIX D**

**~~MEMORANDUM OF AGREEMENT WITH RESPECT TO A ONE TIME LUMP SUM  
PAYMENT~~**

*Delete appendix*



**APPENDIX G**

**~~MEMORANDUM OF AGREEMENT ON SUPPORTING EMPLOYEE WELLNESS~~**

*Delete appendix*



Signed this 9th day of the month of February 2021.

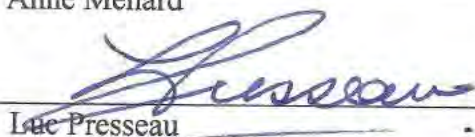
**NATIONAL CAPITAL COMMISSION**



Céline Larabie

Vicki Kelly

Anne Ménard

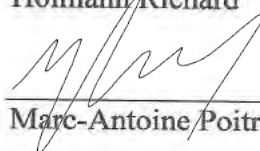


Luc Presseau

**PUBLIC SERVICE ALLIANCE OF  
CANADA**



Holmann Richard



Marc-Antoine Poitras

Michel Henry

Roland Laurin