

*Handwritten signature: Camille Arcand*  
May 17, 2023

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**TENTATIVE AGREEMENT**  
**TO SETTLE OUTSTANDING COLLECTIVE BARGAINING ISSUES**  
**WITH THE CANADIAN ASSOCIATION OF PROFESSIONAL EMPLOYEES**  
**AND**  
**THE TREASURY BOARD OF CANADA**  
**IN RESPECT OF THE**  
**TRANSLATION (TR) GROUP NEGOTIATIONS**

**Biasolo**  
Digitally signed  
by Biasolo,  
Claudia  
Date:  
2023.05.18  
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**Claudia**

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

1. Increases to the rates of pay, as specified at Annex A.
2. Duration – four (4) year agreement, expiring on the date specified at Annex B.
3. Amendments to the following provisions, as identified at Annex C:
  - Enhanced flexibilities
    - Article 12: Hours of work
  - Article 5: Rights of employees – no discrimination
  - Article 12: Hours of work
  - Article 13: Overtime
  - Article 15: Pay
  - Article 18: Annual leave
  - Article 20: Sick leave
  - Article 21: Other leave
    - 21.02 – Bereavement leave
    - 21.08 – Special parental allowance for totally disabled employees
    - 21.13 – Leave with pay for family-related responsibilities
  - Article 31: Consultation
  - Article 33: Technological change
  - Article 39: Sexual harassment
  - NEW Article: Leave for traditional indigenous practices
  - Appendix "F": Memorandum of Agreement on Supporting Employee Wellness

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  - Appendix “F”: Memorandum of Agreement on Supporting Employee Wellness

- Appendix “H”: Memorandum of Understanding Between the Treasury Board of Canada and the Canadian Association of Professional Employees with Respect to Implementation of the Collective Agreement
  - Appendix “I”: Memorandum of Understanding with Respect to Workplace Harassment
  - NEW Appendix: Memorandum of Understanding Between the Treasury Board of Canada and the Canadian Association of Professional Employees (the Association) with Respect to Pay Simplification Solutions
  - NEW Appendix: Memorandum of Understanding Between the Treasury Board of Canada and the Canadian Association of Professional Employees with Respect to Maternity and Parental Leave
4. All items agreed to and signed during the course of the TR group negotiations as identified at **Annex D** form part of this agreement:
- Article 16: Designated paid holidays
  - Article 17: Leave, general
  - Article 18: Annual leave
    - 18.04 – Carry-over, exhaustion and conversion of annual leave
    - 18.09 – Granting of a one-time allotment of leave credits
  - Article 21: Other leave
    - 21.04 – Maternity allowance
    - 21.07 – Parental allowance
  - Article 34: Part-time employees
5. The following administrative items agreed to and signed during the course of the TR group negotiations as identified below form part of this agreement:
- Article 2: Interpretation and definitions
    - 2.01 – definition of “common-law partner”
    - 2.01 – definition of “Employer”
  - Article 14: Travelling time
6. In regards to the National Joint Council’s Bilingualism Bonus Directive:
- 6.1 The Employer commits to not propose the elimination or the reduction of the existing bilingualism bonus set forth in the current National Joint Council (NJC) Bilingualism Bonus Directive during the life of this collective agreement.
- 6.2 The Employer further commits to recommending the inclusion of the NJC Bilingualism Bonus Directive in the 2023-2024 cyclical review.
7. Unless otherwise expressly stipulated, the parties agree that changes to the TR collective agreement will not result in any retroactive payment or adjustment. They will form part of the implementation, on a prospective basis, of the new collective agreement once signed.

8. The effective dates for economic increases will be specified in this tentative agreement. All components of the agreement unrelated to pay administration will come into force on signature of the collective agreement.
9. The Employer and the Canadian Association of Professional Employees agree to withdraw all other outstanding items.
10. Unless otherwise agreed between the parties during negotiations, existing provisions and appendices in the collective agreement are renewed.
11. The Canadian Association of Professional Employees agrees 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.
12. Tentative agreements are subject to approval by the Treasury Board of Canada.

**ANNEX A****RATES OF PAY****APPENDIX "A"****Rates of Pay (General Economic Increases):**

April 19, 2022 – Increase to rates of pay:	3.50%
April 19, 2022 – Wage adjustment:	1.25%
April 19, 2023 – Increase to rates of pay:	3.00%
April 19, 2024 – Increase to rates of pay:	2.00%
April 19, 2024 – Wage adjustment:	0.25%
April 19, 2025 – Increase to rates of pay:	2.00%

**One-time allowance Related to the Performance of Regular Duties and Responsibilities:**

- The Employer will provide a one-time lump-sum payment of two thousand five hundred dollars (\$2,500) to incumbents of positions within the TR group on the date of signing of the collective agreement.
- This one-time allowance will be paid to incumbents of positions within the TR group for the performance of regular duties and responsibilities associated with their position.
- Payment will be issued according to implementation timelines as per Appendix H: Memorandum of Understanding with Respect to Implementation of the Collective Agreement.

**Pay Notes – Pay Supplements**

5.

(...)

**o) A supplement of twenty dollars (\$20) is added to the pay of the employee who occupies a translator position in the Meteorological Service Team for each day worked. This supplement is paid once a year, after the end of the fiscal year, in accordance with the implementation timelines as per Appendix H: Memorandum of Understanding with Respect to Implementation of the Collective Agreement.**

**Pay Line Adjustment:**

- **April 19, 2023 – Pay Line Adjustment of 0.5% to be applied to every step of every classification and level in the TR group.**
- **The implementation of these adjustments will be made in accordance with the implementation timelines as per Appendix H: Memorandum of Understanding with Respect to Implementation of the Collective Agreement.**

**Effective Date of the Agreement:**

April 19, 2022

**ANNEX B**

**DURATION**

**42.01** The duration of this agreement shall be from the date it is signed to April 18, ~~2022~~ **2026**.

## **ANNEX C**

### **AMENDMENTS TO PROVISIONS OF THE TRANSLATION (TR) GROUP COLLECTIVE AGREEMENT**

#### **ENHANCED FLEXIBILITIES**

#### **ARTICLE 12: HOURS OF WORK**

##### **12.01 Normal workweek**

- a. The normal workweek shall be thirty-seven decimal five (37.5) hours Monday through Friday (the normal workday being seven decimal five (7.5) hours worked between 7 am and 6 pm) except for employees covered by Article 19 (parliamentary leave and interpretation leave) or employees engaged in shift work.
- b. To meet ongoing operational requirements, the Employer may, notwithstanding paragraph 12.01(a), ask employees to complete their normal workday between 7 am and 9 pm. The Employer shall consult the Association's head office when it decides to use the present exceptional provision or to change a work schedule implemented according to this paragraph.
- c. Before designating employees to work before 7 am or after 6 pm, the Employer shall call for qualified volunteers. In administrative units where no qualified volunteers are available, the Employer shall designate employees to work.
- d. The Employer shall give an employee thirty (30) calendar days' notice of initiation or termination of the work arrangements described in paragraph 12.01(b).
- e. When, due to exceptional circumstances, the Employer changes the employee's schedule pursuant to paragraph 12.01(b) less than thirty (30) calendar days before the coming into force of the new scheduled hours, the employee shall be paid double (2) time for the first (1st) working day of the new scheduled hours. The provisions of Note 5(m) to Appendix "A" shall apply to the rest of the period.
- f. An employee shall not work a schedule of hours pursuant to the terms of paragraph 12.01(b) for more than four (4) months, unless the employee agrees to extend the period and if no qualified person is available to replace him.
- g. Except in cases of emergency, where scheduled hours are to be changed so that they are different from those specified in paragraph 12.01(a) or from a work schedule implemented in accordance with 12.01(b), the Employer shall consult with the



Association's head office on such hours of work and shall show that such hours are required to meet its operational requirements.

- h. Upon application by the employee, the Employer may authorize the employee to work his normal workday so it is different from that specified in paragraph 12.01(a) ~~(for example, non consecutive hours)~~ and at no additional cost for the Employer ~~In such a case, the Employer shall consult the Association's head office beforehand.~~
- i. **An employee who works according to a work schedule set out in paragraph 12.01(h) may end the work schedule by giving the Employer a notice of thirty (30) calendar days.**
  - ii. **The Employer may end the work schedule under paragraph 12.01(h) by giving the employee a notice of thirty (30) calendar days.**
  - iii. **The thirty (30) day notice may be amended if there is common agreement of the parties on the terms of transition.**
- i. The employee shall not normally be required to submit an attendance report more than once a month.
- j. The Employer shall grant two (2) rest periods of fifteen (15) minutes each per normal workday, except if operational requirements do not permit it.

**\*\*\*END OF SECTION ON ENHANCED FLEXIBILITIES\*\*\***

**ARTICLE 5: RIGHTS OF EMPLOYEES****5.03 No discrimination**

There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or ~~practised~~ **practiced** with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, **gender identity or expression**, family status, ~~mental or physical~~ disability, marital status, **genetic characteristics**, a conviction for which a pardon has been granted, or membership or activity in the Association.

## ARTICLE 12: HOURS OF WORK

### 12.04 Interpreters

**For the purpose of this article, ASL refers to "American Sign Language" and LSQ refers to "Langue des signes québécoise".**

- a. On average, an interpreter's normal workday shall consist of six (6) hours of interpretation when part of a team of three (3) interpreters for a meeting in a single bilingual booth, (or a team of two (2) interpreters for a meeting in a trilingual booth), or approximately four (4) hours of interpretation when part of a team of two (2) interpreters for a meeting in a single bilingual booth.

**For sign languages, the normal day of an interpreter consists of an average of six (6) hours of interpretation if the interpreter is part of a team of three (3) interpreters of their language (ASL or LSQ), or approximately four (4) hours of interpretation if they are part of a team of two (2) interpreters of their language (ASL or LSQ).**

- b. The number and make-up of the teams of interpreters shall be determined on the basis of the workload.
  - i. For simultaneous interpretation, the minimum number is:

In the case of meetings involving two (2) working languages, three (3) interpreters in a single bilingual booth working for up to six (6) hours (it being understood that a team should not normally work for more than four (4) consecutive hours); or

two (2) interpreters working for up to four (4) hours (it being understood that a team should not normally work for more than three (3) consecutive hours).

In the case of meetings involving three (3) working languages, at least two (2) interpreters per unilingual booth working for up to six (6) hours (it being understood that a team should not normally work for more than four (4) consecutive hours).

In the case of meetings involving four (4) working languages, at least two (2) interpreters per unilingual booth working for up to six (6) hours, and three (3) interpreters where conditions warrant (it being understood that a team should not normally work for more than four (4) consecutive hours).

At the House of Commons, teams shall consist of three (3) interpreters per booth and should not normally work for more than six (6) consecutive hours. The Employer, after consultation with the Association, shall establish the roster of interpreters accordingly.

- ii. For consecutive, elbow or escort interpretation, the number of interpreters on the team shall normally be at least two (2) interpreters working a six (6) hour day.
  - iii. **In sign language interpretation, the staff is normally at least three (3) interpreters from each language (ASL or LSQ) for a day of six (6) hours maximum (it being understood that a team should not normally work more than four (4) consecutive hours); at least two (2) interpreters from each language (ASL or LSQ) for a day of four (4) hours or less. Depending on the circumstances, assignments of one (1) hour or less may require two (2) interpreters per language (ASL or LSQ). A team of at least two interpreters is normally provided for high-visibility assignments.**
- c. The total hours of work may vary depending on operational requirements. However, the hours of work shall be balanced on a monthly basis or, when possible, twice a month, with the Employer making every reasonable effort not to assign more than thirty-seven decimal five (37.5) hours of work per week, as a general rule. Work shall be calculated in hours, with one hour of interpretation equaling one decimal two five (1.25) hours of work in the case of a team of three (3) interpreters and one decimal eight seven five (1.875) hours of work in the case of a team of two (2) interpreters in a meeting involving two working languages working in a single bilingual booth.
- For elbow, consecutive or escort interpretation, one (1) hour of interpretation shall equal one decimal eight seven five (1.875) hours of work when the interpreter is alone and one decimal two five (1.25) hours of work when the interpreter is part of a team.
- For sign languages, the working time is measured in hours, the hour of interpretation being equal to one decimal two five (1.25) hours of work if it is a team of three (3) interpreters of their language (ASL or LSQ); one decimal eight seven five (1.875) hours of work if it is a team of two (2) interpreters of their language (ASL or LSQ); and two (2) hours when the interpreter is assigned alone for their language (ASL or LSQ).**
- The calculation of hours of work shall include all duties expressly authorized by the Employer, as well as leaves and holidays.
- d. As a general rule, interpretation assignments shall be scheduled within time blocks that begin at the time the interpreter is required to report for duty and end ~~twelve (12)~~ **ten (10)** hours later. The interpretation time of each assignment is counted in minutes, beginning at the time recorded on the interpreter's program and ending at the time the interpreter's presence is no longer required.
  - e. Where operational requirements allow it, the Employer, when scheduling the interpreter's program, shall normally allow for a twelve (12) hour interval between the end of the interpreter's workday and the start of his or her next time block.
  - f. Where operational requirements allow it, the Employer shall grant the interpreter two (2) consecutive days of rest during each seven (7) calendar day period. Should it not be

possible to grant such a rest period, these days of rest shall be reinstated as soon as possible through the operation of the monthly balancing process set out in paragraph (c) above.

- g. Pursuant to paragraph (c), the Employer shall post the interpreters' weekly and cumulative hours worked. Moreover, where the Conference Interpretation Service is concerned, the Employer shall post fortnightly the assignment program for the next two (2) weeks.
- h. An interpreter whose interpretation assignment is cancelled and who is not reassigned for an equivalent period during the same time block shall be deemed to have performed duties other than interpretation during the idle portion of the scheduled assignment.
- i. An interpreter who is required by the Employer to be on standby for a specified period shall remain available for the duration of that period at a known telephone number and shall stand ready to report for duty as quickly as possible if called. This period shall be deemed part of the time block for the purposes of paragraph (d).

#### **12.05 Special work arrangement for the translators**

- a.
  - i. Notwithstanding clause 12.01, following a call for qualified volunteers issued by the Employer to meet operational requirements, or at the request of the employee, with the concurrence of the manager, an employee may adopt a five-day week which **includes may include** Saturday or Sunday or those two (2) days and may work between seven (7) am and midnight.
  - ii. Notwithstanding paragraph 12.02(a), the employee may work a compressed workweek in accordance with the conditions outlined in subparagraph 12.05(a)(i).
  - iii. An employee who adopts a workweek in accordance with subparagraph 12.05(a)(i) will be given at least two consecutive days of rest.
  - iv. The provisions of Note (n) to Appendix "A" apply.
- b.
  - i. Where an employee agrees to change his normal workweek pursuant to paragraph 12.05(a), the Employer shall allow thirty (30) calendar days before the change takes effect.
  - ii. An employee who has adopted a work schedule under paragraph 12.05(a) may terminate the arrangement by giving thirty (30) calendar days' notice.
  - iii. The Employer may terminate the work arrangement adopted under paragraph 12.05(a) by giving the employee thirty (30) calendar days' notice.
  - iv. The thirty (30) days' notice may be changed if there is mutual consent regarding the transition arrangements.

- v. Subject to operational requirements, the Employer may authorize telework for an employee who has voluntarily agreed to a special work arrangement.

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**ARTICLE 13: OVERTIME****13.08 Standby pay**

- a. When the Employer requires an employee to be available on standby for a specific period during off-duty hours, the employee shall be paid at the rate of one half (1/2) hour at straight time for each four (4) hour period or portion thereof for which he has been designated as being on standby duty.
- b. An employee on standby who is called in to work by the Employer and who reports for work shall be compensated in accordance with clause 13.07.
- c. An employee required to be on standby duty shall be available during the period of standby at a ~~known~~ telephone number, **email address or any other agreed means of communication**, and be able to report for duty as quickly as possible if ~~called~~ **contacted**.
- d. No standby duty payment shall be granted if the employee is unable to report for duty when required.
- e. The Employer shall endeavour to allocate standby duties equitably among employees and shall first call for volunteers within the service where standby is required. Except in cases of emergency, the Employer shall also endeavour to give reasonable advance notice to the employee required to be on standby.

**ARTICLE 15: PAY****15.07 Shift premium**

- a. An employee who works shifts shall receive a shift premium of two dollars **and twenty-five cents** (\$2.25) per hour for all hours worked between 4 pm and 8 am, including overtime. This premium shall not be paid for hours worked between 8 am and 4 pm.
- b. An employee who works shifts shall receive an additional premium of two dollars **and twenty-five cents** (\$2.25) per hour for hours of work regularly scheduled and worked on Saturdays and/or Sundays. This premium shall not apply to overtime hours.



**ARTICLE 18: ANNUAL LEAVE****18.01 Credits**

- a. An employee who has earned at least seventy-five (75) hours' pay for each calendar month of a fiscal year shall earn annual leave at the following rates:
  - i. nine decimal three seven five (9.375) hours at the employee's straight-time hourly rate until the month in which the anniversary of the employee's ~~eighth (8th)~~ **seventh (7th)** year of service occurs (fifteen (15) days per year);
  - ii. twelve decimal five (12.5) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's ~~eighth (8th)~~ **seventh (7th)** year of service occurs (twenty (20) days per year);

[...]

- b. For the purpose of paragraph (a) **and clause 18.09** only, all service within the public service, at the Library of Parliament or at the Office of the Parliamentary Budget Officer, whether continuous or discontinuous, shall count toward annual 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 (1) year following the date of lay-off.

For greater certainty, severance termination benefits taken under clauses 22.05 to 22.08 of Appendix C, or similar provisions in other collective agreements, do not reduce the calculation of service for employees who have not left the public service.

[...]

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**ARTICLE 20: SICK LEAVE****20.02 Granting of sick leave**

- a. An employee shall be granted sick leave with pay when he is unable to perform his duties because of illness or injury provided that:
  - i. he satisfies the Employer of this condition in such a manner and at such a time as may be determined by the Employer,
  - and
  - ii. he has the necessary sick leave credits.
- b. Unless the employee is otherwise informed by the Employer, a statement signed by him stating that because of this illness or injury he was unable to perform his duties shall, when delivered to the Employer, be considered as meeting the requirements of subparagraph (i).
- c. An employee shall not be granted sick leave with pay during any period in which he is on leave without pay, or under suspension.
- d. **When a medical certificate is requested by the Employer, the employee will be reimbursed for the cost of the certificate, to a maximum of thirty-five dollars (\$35.00), upon provision of acceptable proof, for periods of absence of three (3) consecutive days or less.**

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**ARTICLE 21: OTHER LEAVE****21.02 Bereavement leave**

For the purposes of this clause, “family” is defined as any relative permanently residing in the employee’s household or with whom the employee permanently resides, and the employee’s father, mother (or, alternatively, stepfather, stepmother, or foster parent), brother, sister, stepbrother, stepsister, spouse, (including common-law partner resident with the employee), child, (including child of common-law partner), stepchild, ward of the employee or foster child, grandchild, grandparent, son-in-law, daughter-in-law, father-in-law, mother-in-law, and a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

- a. When a member of his family dies, an employee shall be granted a bereavement leave with pay. Such bereavement leave, as determined by the employee, must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death. During such period he shall be paid for those days which are not regularly scheduled days of rest for that employee. In addition, the employee may be granted up to three (3) days’ leave with pay for the purpose of travel related to the death.
- b. At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.
- c. When requested to be taken in two (2) periods:
  - i. The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and
  - ii. The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony;
  - iii. The employee may be granted no more than three (3) days’ leave with pay, in total, for the purposes of travel for these two (2) periods.
- d. An employee is entitled to one (1) day’s bereavement leave with pay for the purpose related to the death of his **aunt or uncle**, brother-in-law, sister-in-law and grandparents of spouse.
- e. **An employee is entitled to three (3) consecutive working days of bereavement leave with pay in the event of a stillbirth experienced by them or their spouse or common-law partner or where they would have been a parent of the child born as a result of the pregnancy. For greater certainty, stillbirth is defined as an unborn child on or after twenty (20) weeks of pregnancy. The leave may be taken during the period that begins on the day on which the stillbirth occurs and ends no later than twelve (12) weeks after the latest of the days on which any funeral, burial or memorial service in respect of the stillbirth occurs.**

- f. If, during a period of paid leave, an employee is bereaved in circumstances under which he would have been eligible for bereavement leave with pay under this article, the employee shall be granted bereavement leave with pay and his paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- g. It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Deputy Head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater or in a manner other than that provided for in this article.
- h. An employee is entitled to one (1) day's bereavement leave with pay for the purpose of the death of 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 only once in the employee's total employment period in the public service.

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

- a. An employee who:
  - i. fails to satisfy the eligibility requirement specified in subparagraph 21.07(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 or Quebec Parental Insurance Plan benefits, and
  - ii. has satisfied all of the other eligibility criteria specified in paragraph 21.07(a), other than those specified in sections (A) and (B) of subparagraph 21.07(a)(iii),

shall be paid, in respect of each week of benefits under the **standard** parental allowance **as specified under paragraphs 21.07(c) to (k)**, not received for the reason described in subparagraph 21.08(a)(i), the difference between ninety-three per cent (93%) of the employee's rate of pay, and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- b. An employee shall be paid an allowance under this clause and under clause 21.07 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or the Quebec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Quebec Parental Insurance Plan benefits for the reasons described in subparagraph (a)(i).

### **21.13 Leave with pay for family-related responsibilities**

- a. For the purposes of subparagraphs (c)(i), (ii), (iii) and (iv) only, "family" is defined as any relative residing in the employee's household or with whom the employee permanently resides, any relative for whom the employee has a duty of care, irrespective of whether

they reside with the employee, and the employee's spouse (or common-law partner resident with the employee), children (including foster children and children of legal or common-law partner), stepchild or ward of the employee, foster child, grandchildren, and parents (including step-parents or foster parents), mother-in-law, father-in-law, brother, sister, stepbrother, stepsister and grandparents of the employee and a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

- b. The total leave with pay which may be granted under this article shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.
- c. The employee shall be granted leave with pay as follows:
  - i. to take a family member for medical or dental appointment, 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 his family and to provide an employee with time to make alternative care arrangements where the illness is of a longer duration;
  - iii. for needs directly related to the birth or to the adoption of his child;
  - iv. to provide for the immediate and temporary care of an elderly member of the employee's family;
  - 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 care in case of an unforeseeable closure of the school or daycare facility;
  - vii. **to visit a family member who, due to an incurable terminal illness, is nearing the end of their life.**
- d. ~~Seven decimal five (7.5)~~ **Fifteen (15)** hours out of the thirty-seven decimal five (37.5) hours stipulated in paragraph ~~21.12(b)~~ **21.13(b)** above may be used to attend an appointment with a legal representative for non-employment-related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment.
- e. Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under ~~21.12(c)~~ **21.13(c)** above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

## ARTICLE 31: CONSULTATION

**31.01** The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to consult on matters of common interest upon request from either party, for example, contemplated changes in conditions of employment or working conditions not governed by this agreement, without prejudice to the position the Employer or the Association may wish to take in the future as to the desirability of having those subjects dealt with through provisions in collective agreements. The parties may also consult on other issues, by mutual consent.

**31.02** The parties recognize moreover that consultation affords them an opportunity to better understand their respective interests, as well as the decisions and positions each will come to following their discussions.

**31.03** To be efficient, consultation must take place as soon as possible before the final decision is made; as much as possible, it must begin as soon as an issue is raised or a problem arises and before parties start formulating their conclusions. It must continue at each stage of the process.

**31.04** Parties in a consultation process listen with an open mind and discuss substantively the issues raised during consultation. When a party comes to a decision on an issue that was subject to consultation, it informs the other party of its decision and of the underlying reasons before making it public.

### NEW

**31.05** Through Labour Management Consultation Committees, or through another forum as agreed upon by both parties, departmental and Association representatives shall meet to discuss and exchange information on issues associated with contracting out, such as but not limited to, the influence on working conditions, future resource and service requirements, skills inventories, knowledge transfer, position vacancies and workload.

**ARTICLE 33: TECHNOLOGICAL CHANGE**

**33.01** In this article “technological change” means:

- a. the introduction by the Employer of equipment, ~~or~~ material, **system or software** of a different nature than that previously utilized;  
and
- b. a **significant** change in the Employer’s operation directly related to the introduction of that equipment, ~~or~~ material, **system or software**.

**33.02** Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer’s operations. 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.

**33.03** The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than ninety (90) days’ written notice to the Association of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

**33.04** The written notice provided for in clause 33.03 will provide the following information:

- a. the nature and degree of change;
- b. the anticipated date or dates on which the Employer plans to effect change;
- c. the location or locations involved.

**33.05** As soon as reasonably practicable after notice is given under clause 33.03, the Employer shall consult with the Association concerning the effects of the technological change referred to in clause 33.03 on each group of employees. Such consultation will include but not necessarily be limited to the following:

- a. The approximate number, class and location of employees likely to be affected by the change.
- b. The effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

**33.06** When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of the employee’s substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee’s working hours and at no cost to the employee.

**ARTICLE 39: SEXUAL HARASSMENT**

**39.04** ~~Upon request by the complainant(s) and/or respondent(s),~~ **The Employer shall provide the complainant(s) and/or respondent(s) with** an official copy of the investigation report ~~shall be provided to them by the Employer,~~ subject to the Access to Information Act and Privacy Act.



**NEW ARTICLE  
LEAVE FOR TRADITIONAL INDIGENOUS PRACTICES**

**XX.01 Subject to operational requirements as determined by the Employer, fifteen (15) hours of leave with pay and twenty-two decimal five (22.5) hours of leave without pay per fiscal year shall be granted to an employee who self-declares as an Indigenous person and who requests leave to engage in traditional Indigenous practices, including land-based activities such as hunting, fishing, and harvesting.**

**For the purposes of this article, an Indigenous person means First Nations, Inuit or Métis.**

**XX.02 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.**

**XX.03 An employee who intends to request leave under this article must give notice to the Employer as far in advance as possible before the requested period of leave.**

**XX.04 Leave under this article may be taken in one or more periods. Each period of leave shall not be less than seven decimal five (7.5) hours.**

**APPENDIX "F": MEMORANDUM OF AGREEMENT ON SUPPORTING EMPLOYEE WELLNESS**

~~This Memorandum of Agreement is to give effect to the agreement reached between the Employer and the Bargaining Agent (hereinafter referred to as "the parties") regarding issues of employee wellness. This MOA replaces the prior Employee Wellness MOA previously signed.~~

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

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

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

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

## Process

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

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

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

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

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

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

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

**APPENDIX “H”: MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE CANADIAN ASSOCIATION OF PROFESSIONAL EMPLOYEES WITH RESPECT TO IMPLEMENTATION OF THE COLLECTIVE AGREEMENT**

1. The effective dates for economic increases will be specified in the collective agreement. Other provisions of the collective agreement will be effective as follows:
  - a) All components of the agreement unrelated to pay administration will come into force on signature of this agreement unless otherwise expressly stipulated.
  - b) Changes to existing and new compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one hundred and eighty (180) days after signature of this agreement, on the date at which prospective elements of compensation increases will be implemented under 2.a).
  - c) Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid as per the previous provisions until changes come into force as stipulated in 1.b).
  
2. The collective agreement will be implemented over the following time frames:
  - a) The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one hundred and eighty (180) days after signature of this agreement where there is no need for manual intervention.
  - b) Retroactive amounts payable to employees will be implemented within one hundred and eighty (180) days after signature of this agreement where there is no need for manual intervention.
  - c) Prospective compensation increases and retroactive amounts that require manual processing will be implemented within four hundred and sixty (460) days after signature of this agreement.
  
3. Employee recourse
  - a) Employees in the bargaining unit for whom this collective agreement is not fully implemented within one hundred and eighty (180) days after signature of this collective agreement will be entitled to a lump sum of two hundred dollars (\$200) non-pensionable amount when the outstanding amount owed after one hundred and eighty-one (181) days is greater than five hundred dollars (\$500). This amount will be included in their final retroactive payment.
  - b) Employees will be provided a detailed breakdown of the retroactive payments received and may request that the compensation services of their department or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the Association regarding the format of the detailed breakdown.

- c) **In such a circumstance, for employees in organizations serviced by the Public Service Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay. For employees in organizations not serviced by the Public Service Pay Centre, employees shall contact the compensation services of their department.**

**APPENDIX "I": Memorandum of Understanding Between the Treasury Board of Canada and the Canadian Association of Professional Employees with Respect to Workplace Harassment**

~~This memorandum is to give effect to the agreement reached between the Treasury Board and the Canadian Association of Professional Employees (CAPE).~~

~~Both parties share the objective of creating healthy work environments that are free from harassment and violence. In the context of the passage of Bill C-65 *An Act to amend the Canada Labour Code* by the Government of Canada, as well as the Clerk of the Privy Council's initiative to take action to eliminate workplace harassment, the Treasury Board is developing a new directive covering both harassment and violence situations.~~

~~During this process, the Treasury Board will consult with the members of National Joint Council (NJC) on the following:~~

- ~~• mechanisms to guide and support employees through the harassment resolution process;~~
- ~~• redress for the detrimental impacts on an employee resulting from an incident of harassment;~~
- ~~and~~
- ~~• ensuring that employees can report harassment without fear of reprisal.~~

~~Should the CAPE request, the Employer would, in addition to the NJC consultations, agree to bilateral discussions with CAPE. Following such discussions, a report will be provided to the NJC.~~

~~The implementation and application of this directive do not fall within the purview of this memorandum or the collective agreement.~~

~~This memorandum expires upon issuance of the new directive or on April 18, 2022, whichever comes first.~~

**NEW APPENDIX****MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND  
THE CANADIAN ASSOCIATION OF PROFESSIONAL EMPLOYEES WITH RESPECT TO PAY  
SIMPLIFICATION SOLUTIONS**

The purpose of this Memorandum of Understanding (MOU) is to confirm the parties' commitment to ongoing collaboration with regards to the identification of human resources (HR) and pay administration simplification solutions. The parties recognize that this exercise, may extend beyond the conclusion of negotiations for the current collective agreement.

Given the parties' shared commitment to these ongoing efforts, they may, by mutual consent, avail themselves of clause 42.03 should a revision be necessary to support one (1) or more solutions.

Efforts to identify human resources (HR) and pay administration simplification solutions will continue to focus on topics including but not limited to:

- acting administration;
- liquidation of leave;
- mass salary revision (including retroactive pay);
- allowances;
- general definitions;
- annual rates of pay (including pay notes);
- extra duty pay;
- union dues.

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This MOU expires on April 18, 2026 or upon implementation of the Next Generation HR and pay system, whichever comes first, unless otherwise agreed by the parties.

**NEW APPENDIX**  
**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TREASURY BOARD OF CANADA**  
**AND THE CANADIAN ASSOCIATION OF PROFESSIONAL EMPLOYEES WITH RESPECT TO**  
**MATERNITY AND PARENTAL LEAVE**

**This memorandum of understanding (MOU) is to give effect to the agreement reached between the Treasury Board of Canada (the Employer) and the Canadian Association of Professional Employees (the Association) regarding the review of language under the maternity and parental leave articles in the TR collective agreement.**

**The parties commit to establishing a Joint Committee to review the maternity leave and parental leave provisions to identify opportunities to simplify the language. The parties agree that the opportunities identified will not result in changes in application, scope or value.**

**The Joint Committee will also compare the interactions between the collective agreements and the Employment Insurance Program and Québec Parental Insurance Plan.**

**The Joint Committee will be comprised of an equal number of representatives from the Employer and the Association. The Joint Committee will meet within ninety (90) days of the signing of the collective agreement and will endeavour to finalize the review and present the work of the Joint Committee to their principals within one (1) year from the signing of this collective agreement. This timeline may be extended by mutual agreement.**

**The parties may, by mutual consent, re-open this collective agreement should they agree on changes to the collective agreement provisions pertaining to maternity and/or parental leave.**

**This MOU expires on the expiry date of this collective agreement.**



## **ANNEX D**

### **AMENDMENTS TO PROVISIONS OF THE TRANSLATION (TR) GROUP COLLECTIVE AGREEMENT AGREED TO AND SIGNED BY THE PARTIES**

#### **ARTICLE 16: DESIGNATED PAID HOLIDAYS**

**16.01** Subject to clause 16.02, 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. **National Day for Truth and Reconciliation**
- h. ~~g.~~ the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- i. ~~h.~~ Remembrance Day,
- j. ~~i.~~ Christmas Day,
- k. ~~j.~~ Boxing Day,
- l. ~~k.~~ one (1) additional day that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the officer is employed or in any area where, in the opinion of the Employer, no such day is recognized as a provincial or civic holiday, the first (1st) Monday in August,  
and
- m. ~~l.~~ one (1) additional day when proclaimed by an act of Parliament as a National Holiday.

**For more clarity, employees who do not work on a designated paid holiday are entitled to receive seven decimal five (7.5) hours' pay calculated at straight time.**

[...]

**ARTICLE 17: LEAVE, GENERAL**

**17.09 An employee shall not earn or be granted leave credits under this agreement in any month nor in any fiscal year for which leave has already been credited or granted to them under the terms of any other collective agreement or under other rules or regulations applicable to organizations within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*.**

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**ARTICLE 18: ANNUAL LEAVE****18.04 Carry-over, exhaustion and conversion of annual leave**

- a. Employees must normally take all of their annual leave during the fiscal year in which it is earned.
- b. Where in any fiscal year, an employee has not been granted all of the annual leave credited to him, the unused portion of his annual leave shall be carried over into the following year, except that the unused portion of annual leave in excess of two hundred and twenty-five (225) hours shall be automatically converted and paid, by multiplying the number of days to which the excess leave credits correspond by the daily rate of pay which applied to the employee on the last day of the preceding fiscal year.
- c. Upon written application by the employee and approval by the Employer, earned but unused annual leave credits of less than two hundred and twenty-five (225) hours days shall be converted and paid. The amount shall be calculated by multiplying the number of days to which the unused portion of annual leave credits correspond by the daily rate of pay which applied to the employee on the last day of the preceding fiscal year.

**18.09 Granting of a one-time allotment of leave credits**

- a. **During the total period of their employment in the public service, the** The employee shall be credited a one-time **only** entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in paragraph 18.01(b).
- b. The vacation leave credits provided in paragraphs 18.09(a) above shall be excluded from the application of paragraph 18.04 dealing with the carry-over and/or liquidation of vacation leave.
- c. ~~**For clarity, an employee shall be credited the leave described in 18.09 only once in their total period of employment in the public service.**~~

## ARTICLE 21: OTHER LEAVE

### 21.04 Maternity allowance

[...]

- c. Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
  - i. where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,
  - ii. for each week that the employee receives a maternity benefit under the Employment Insurance or the Quebec Parental Insurance Plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate of pay and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period, and
  - iii. where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week at ninety-three per cent (93%) of her weekly rate of pay ~~for each week~~, less any other monies earned during this period.

### 21.07 Parental Allowance

#### Option 2: extended parental allowance

- I. 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 subparagraph 21.06(a)(ii) and (b)(ii), has elected to receive Extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay ~~(and the recruitment and retention "terminable allowance" if applicable)~~ for the waiting period, less any other monies earned during this period;
  - ii. for each week the employee receives parental benefits under the Employment Insurance, he or she is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of his or her weekly rate ~~(and the recruitment and retention "terminable allowance" if applicable)~~ and the parental benefit, 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 ~~(and the recruitment and retention “terminable allowance” if applicable) for each week,~~ less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 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 ~~(and the recruitment and retention “terminable allowance” if applicable) for each week,~~ less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 21.04(c)(iii) for the same child;
- m. At the employee’s request, the payment referred to in subparagraph 21.07(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 paragraph (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 paragraphs (l) shall be the rate ~~(and the recruitment and retention “terminable allowance” if applicable)~~ 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.

**ARTICLE 34: PART-TIME EMPLOYEES****34.02 Designated holidays**

- a. A part-time employee shall not be paid for the designated holidays but shall, instead, receive a four decimal ~~two five six zero~~ per cent (~~4.25~~ **4.60**%) allowance for all straight-time hours worked during the period of part-time employment.
- b. When a part-time employee is required to work on a designated holiday he shall be paid according to the provisions of clause 13.05 for all the hours worked on the holiday.