

## **Economic increases:**

1. Effective 20 July 2018 (all rates of pay increased by 2%)
2. Effective 20 July 2019 (all rates of pay increased by 2%)
3. Effective 20 July 2020 (all rates of pay increased by 1.5%)
4. Effective 20 July 2021 (all rates of pay increased by 1.5%)

## **Wage Adjustment**

1. Effective 20 July 2018 (wage adjustment by 0.80%)
2. Effective 20 July 2019 (wage adjustment by 0.20%)

*The Employer proposes to implement the following economic increases in accordance with Appendix "XX" – Memorandum of Understanding between the National Research Council and the Professional Institute of the Public Service of Canada with Respect to Implementation of the Collective Agreement.*

## **Items Agreed to Outside the Collective Agreement**

Notwithstanding the "MEMORANDUM OF UNDERSTANDING WITH RESPECT TO THE IMPLEMENTATION OF THE COLLECTIVE AGREEMENT" the parties agree that the NRC shall have 120 days to implement the changes under this tentative agreement not incorporated thereunder.

The Parties have also agreed to two MOUs, one concerning NRCs policy on Probation and one establishing a joint committee to review the existing system and structures in place within the RO/RCO Compensation System, These MOUs will be signed upon the signing of the new collective agreement.

## **Items Agreed to forming part of the Collective Agreement**

### **New Article XX - Publications and Authorship**

#### *Preamble*

*The parties recognize the need to promote creativity and innovation. For the purpose of this article: "Publication" shall include, for example, scientific and professional papers, articles, manuscripts, monographs, audio and visual products, and computer software.*

*XX. 1 The Employer agrees to continue the present practice of ensuring that employees have ready access to all publications considered necessary to their work by the Employer.*

*XX. 2 The Employer agrees that publications prepared by an employee, within the scope of his employment, will be retained on appropriate departmental files for the normal life of such files. The Employer will not unreasonably withhold permission for publication. At the Employer's discretion, recognition of authorship will be given where practicable in departmental publications.*

*XX.3 When an employee acts as a sole or joint author or editor of a publication, the authorship or editorship shall normally be acknowledged on such publication.*

*XX.4*

- a) The Employer may suggest revisions to a publication and may withhold approval to publish.*
- b) When approval for publication is withheld, the author(s) shall be so informed in writing of the reasons, if requested by the author(s).*
- c) Where the Employer wishes to make changes in a publication with which the author does not agree, the employee shall not be credited publicly if the employee so requests.*

## **Article 14 – Travelling Time**

14.4

If an employee is required to travel as set forth in clauses 14.2 and 14.3:

- a) On a normal working day on which he/she travels but does not work, the employee shall receive his/her regular pay for the day.
- b) On a normal working day on which he/she travels and works, the employee shall be paid:
  - i) his/her regular pay for the day for a combined period of travel and work not exceeding eight (8) hours,
  - and
  - ii) at the applicable overtime rate for additional travel time in excess of an eight (8) hour period of work and travel, with a maximum payment for such additional travel time not to exceed fifteen (15) twelve (12) hours' pay at the straight-time rate in any day, ~~or not to exceed fifteen (15) hours' pay at straight time rate of pay when the travel is outside Canada or Continental USA.~~
- c) On a day of rest or on a designated holiday, the employee shall be paid at the applicable overtime rate for hours traveled ~~to a maximum of twelve (12) hours' pay~~

~~at the straight-time rate, or not to exceed fifteen (15) hours' pay at straight-time rate of pay when the travel is outside of Canada or Continental USA~~

## **20.2 Bereavement Leave**

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

**In addition, 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 only once during the employee's total period of employment in the public service**

## **Article 20.8 Maternity Allowance**

## **Article 20.10 Parental Leave Without Pay**

## **Article 20.11 Parental Allowance**

The parties agree to strike out the above clauses and adopt full Annex A (ARTICLE 17 – MATERNITY AND PARENTAL LEAVE WITHOUT PAY – CHANGES USING SP GROUP PROVISIONS (TO BE REPLICATED IN THE OTHER PIPSC COLLECTIVE AGREEMENTS)) with editorial changes to reflect the NRC RO/RCO Article and numbering convention.

## **20.14 Leave Without Pay for the Care of Immediate Family**

- b) For the purpose of this article, immediate family is defined as spouse (or common-law partner resident with the employee), children (including foster children or children of legal or common-law partner), parents (including stepparents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides or 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.**

~~d. Compassionate care~~

- ~~i. Notwithstanding the definition of "immediate family" found in clause 20.14(b) and notwithstanding paragraphs 20.14(c)(ii) and (iv) above, an employee who~~

~~provides the NRC 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.~~

- ~~ii. Leave granted under this clause may exceed the five (5) year maximum provided in paragraph 20.14(c)(iii) above only for the periods where the employee provides the Council with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.~~
- ~~iii. 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.~~
- ~~iv. When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, paragraphs (i) and (ii) above cease to apply.~~

**(New – Replaces 20.14 d. ) 20.xx Caregiving Leave**

- 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 may be granted leave without pay while in receipt of or awaiting these benefits.*
- b. The leave without pay described in 20. xx (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 20. xx (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*

**20.17 Leave With Pay for Family Related Responsibilities**

For the purpose of this clause, family is defined as any relative permanently residing in the employee's household or with whom the employee permanently resides, the employee's spouse, (or common-law partner resident with the employee), children (including foster children and children of legal or common-law partner and ward of the employee), or parents (including step-parents or foster-parents), father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents and grandchildren of the employee, ~~or~~ any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee **or 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.**

### **(New) 20.xx Domestic Violence Leave**

*For the purposes 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 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 from someone with whom the employee has or had an intimate relationship 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 dependent 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. *The Employer may, in writing and no later than fifteen (15) days after an employee's return to work, request the employee to provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.*

- e. *Notwithstanding clauses 20.xx(b) to 20.xx(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 31 Information**

### 31.1

Reasonable space on **Employer's** bulletin boards, including electronic bulletin boards where available, will be made available to the Professional Institute for the posting of official notices, in convenient locations determined by the Council and the Professional Institute. Notices or other material shall require the prior approval of the Council, except notices relating to the business affairs of the Professional Institute and social and recreational events. The Council shall have the right to refuse the posting of any information which it considers adverse to its interests or to the interests of any of its representatives.

## **Article 37 – Duration and Renewal**

### 37.1

The duration of this collective agreement shall be from the date it is signed to 19 July 2018~~22~~ and unless otherwise expressly stipulated the provisions of this Agreement shall become effective on the date it is signed.

## **Appendix A**

### **MOU-A with respect to Research and Scientific Integrity**

The purpose of this MOA is to establish a framework for the joint development of **Research and Scientific Integrity** policies and guidelines between PIPSC and the National Research Council of Canada (NRC).

The parties to this Agreement recognize that **research and** scientific integrity constitutes an integral part of NRC's and employee's work. Ensuring and enhancing **research and** scientific integrity is vital to the decision making process in the public administration and is the responsibility of all employees. It enables decision makers to draw upon high quality, wide-

ranging and robust scientific and social scientific evidence for informed decision making.

**Research and** Scientific integrity involves the application of concepts of transparency, openness, high quality work, avoidance of conflict of interest and ensuring high standards of impartiality and research ethics. In this context, the parties recognize the need to promote a culture of **research and** scientific integrity within government science and research.

The Government of Canada firmly believes that government science should be publicly available and is an important part of an evidence-based decision-making process.

The *Directive on the Management of Communications* stipulates that spokespersons and subject matter experts may speak publicly about their own area of expertise and research, while respecting the Values and Ethics Code for the Public Sector. Along with other Deputy Heads, the NRC President has been asked to provide his/her ongoing attention to the implementation of the policy requirements within the NRC that allow government scientists to speak publicly about their work. As part of the implementation, the President should communicate directly with the employees of the NRC to ensure they are aware of the communications policy and how it applies to them.

The parties recognize the importance of balancing the requirements of **research and** scientific integrity and those of the Values and Ethics Code for the Public Sector as adopted April 2, 2012 ~~and the NRC Code of Conduct.~~

The principles and guidelines of **research and** scientific integrity include the release of scientific information and data to the public in a timely manner and in keeping with the Government of Canada's Directive on Open Government; the attribution and acknowledgement of the contributions of Government of Canada science/scientists; where appropriate, acknowledgement in official publications or communications where a significant (meaningful) contribution to programs, policy or regulations has been made, including the names and roles of those who made significant contributions to the research.

Further, principles and guidelines on **research and** scientific integrity ensure that **research and** science is high quality, free from political, commercial, and client interference; and ensure the education of employees of the Agency on the role of **research and** science in evidence-based decision making. The Government of Canada recognizes the importance of professional development, and the employee's role in the development of government policy or advice.

#### Implementation and governance

The ~~National Research Council~~ NRC shall be required to maintain ~~develop~~ a **Research and Scientific Integrity Policy and Procedures Guidelines** in consultation with PIPSC Representatives. Such policies shall address the principles/guidelines outlined above, including the right to speak publicly identified in the collective agreement. ~~This shall be completed within eighteen (18) months of the signing of this MOA.~~

The NRC shall report annually at the Joint Consultation Committee (JCC) on the progress toward implementing this MOA and NRC **Research and Scientific Integrity** policy. In addition, the President of the NRC, the Chief Science Advisor, once appointed and President of PIPSC will meet annually to take stock of progress and decide on course correction.

~~The Parties agree that the deadlines in this MOU can only be extended by mutual agreement in writing.~~

#### **(NEW) APPENDIX XXX**

#### **MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL RESEARCH COUNCIL CANADA AND THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA WITH RESPECT TO GENDER INCLUSIVE LANGUAGE**

*This memorandum is to give effect to the agreement reached between the National Research of Canada and the Professional Institute of the Public Service of Canada regarding the review of language in the RO/RCO collective agreement.*

*Both parties are committed to and support gender neutrality and inclusivity. To that end, the parties commit to, during the life of the above noted collective agreements, establishing a Joint Committee to review the collective agreements to identify opportunities to render the language more gender inclusive. The parties agree that any changes in language will not result in changes in application, scope or value.*

*Both parties acknowledge that gender inclusivity is more difficult to achieve in the French language compared to the English language, but are committed nonetheless to further supporting and increasing gender neutrality and inclusivity in the collective agreement.*

*The Joint Committee agrees to begin their work in 2020 and will endeavour to finalize the review by December 2021. These timelines may be extended by mutual agreement.*

#### **(NEW) APPENDIX XX**

#### **MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL RESEARCH COUNCIL OF CANADA (NRC) AND THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA (PIPSC) WITH RESPECT TO WORKPLACE HARASSMENT**



*This memorandum is to give effect to the agreement reached between the National Research Council Canada (NRC) and the Professional Institute of the Public Service of Canada (the Institute).*

*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 NRC will develop a new directive covering both harassment and violence situations.*

*During this process, the NRC will consult with the Institute 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.*

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

*This memorandum expires upon issuance of the new directive or (expiry of the collective agreement), whichever comes first.*

#### **(NEW) APPENDIX XX**

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

*The parties recognize that this agreement is conditional upon the conclusion of a renewed Memorandum of Agreement (MOA) on Supporting Employee Wellness between Treasury Board and the Professional Institute of the Public Service of Canada.*

*Upon signature of a revised MOA, the parties agree to take the necessary steps to implement applicable changes that will result once an agreement is reached on the Employee Wellness Support Program (EWSP).*

*The parties agree to continue the current practice of working collaboratively to address concerns with respect to employee wellness and the reintegration of employees into the workforce after periods of leave due to illness or injury.*

#### **(NEW) APPENDIX XX**

## **MEMORANDUM OF UNDERSTANDING WITH RESPECT TO THE IMPLEMENTATION OF THE COLLECTIVE AGREEMENT**

*Notwithstanding the provisions of clause 21.3 on the calculation of retroactive payments this memorandum is to give effect to the understanding reached between the Employer and the Professional Institute of the Public Service of Canada regarding a modified approach to the calculation and administration of retroactive payments for the current round of negotiations.*

### **1. Calculation of retroactive payments**

- a. Retroactive calculations that determine amounts payable to employees for a retroactive period shall be made based on all transactions that have been entered into the pay system up to the date on which the historical salary records for the retroactive period are retrieved for the calculation of the retroactive payment.*
- b. Retroactive amounts will be calculated by applying the relevant percentage increases indicated in the collective agreement rather than based on pay tables in agreement annexes. The value of the retroactive payment will differ from that calculated using the traditional approach, as no rounding will be applied. The payment of retroactive amount will not affect pension entitlements or contributions relative to previous methods, except in respect of the rounding differences.*
- c. Elements of salary traditionally included in the calculation of retroactivity will continue to be included in the retroactive payment calculation and administration, and will maintain their pensionable status as applicable. The elements of salary included in the historical salary records and therefore included in the calculation of retroactivity include:*
  - Substantive salary*
  - Promotions*
  - Deployments*
  - Acting pay*
  - Extra duty pay/Overtime*
  - Additional hours worked*
  - Maternity leave allowance*
  - Parental leave allowance*
  - Vacation leave and extra duty pay cash-out*
  - Severance pay*
  - Salary for the month of death*
  - Transition Support Measure*
  - Eligible allowances and supplemental salary depending on collective agreement*
- d. The payment of retroactive amounts related to transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved, such as*

*acting pay, promotions, overtime and/or deployments, will not be considered in determining whether an agreement has been implemented.*

- e. Any outstanding pay transactions will be processed once they are entered into the pay system and any retroactive payment from the collective agreement will be issued to impacted employees.*

## **2. Implementation**

- a. The effective dates for economic increases will be specified in the agreement. Other provisions of the collective agreement will be effective as follows:*
  - i. All components of the agreement unrelated to pay administration will come into force on signature of agreement.*
  - ii. Changes to existing 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 agreement, on the date at which prospective elements of compensation increases will be implemented under 2(b)(i).*
  - iii. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid until changes come in to force as stipulated in 2(a)(ii).*
- b. Collective agreement will be implemented over the following timeframes:*
  - i. 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 agreement where there is no need for manual intervention.*
  - ii. Retroactive amounts payable to employees will be implemented within one-hundred and eighty (180) days after signature of the agreement where there is no need for manual intervention.*
  - iii. Prospective compensation increases and retroactive amounts that require manual processing by compensation advisors will be implemented within five-hundred and sixty (560) days after signature of agreement. Manual intervention is generally required for employees on an extended period of leave without pay (e.g., maternity/parental leave), salary protected employees and those with transactions such as leave with income averaging, pre-retirement transition leave*

*and employees paid below minimum, above maximum or in between steps. Manual intervention may also be required for specific accounts with complex salary history.*

### **3. Employee Recourse**

- a. *An employee who is in the bargaining unit for all or part of the period between the first day of the collective agreement (i.e., the day after the expiry of the previous collective agreement) and the signature date of the collective agreement will be entitled to a non-pensionable amount of four hundred dollars (\$400) payable within one-hundred and eighty (180) days of signature, in recognition of extended implementation timeframes and the significant number of transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved.*
- b. *Employees in the bargaining unit for whom the collective agreement is not implemented within one-hundred and eighty one (181) days after signature will be entitled to a fifty dollar (\$50) non-pensionable amount; these employees will be entitled to an additional fifty dollar (\$50) non-pensionable amount for every subsequent complete period of ninety (90) days their collective agreement is not implemented, to a total maximum of nine (9) payments. These amounts will be included in their final retroactive payment. For greater certainty, the total maximum amount payable under this paragraph is four hundred and fifty dollars (\$450).*
- c. *If an employee is eligible for compensation in respect of section 3 under more than one collective agreement, the following applies: the employee shall receive only one non-pensionable amount of four hundred dollars (\$400); for any period under 3(b), the employee may receive one fifty \$50 payment, to a maximum total payment of four hundred and fifty dollars (\$450).*
- d. *Should the Treasury Board of Canada negotiate higher amounts for 3(a) or 3(b) with any other bargaining agent representing Core Public Administration employees, the National Research Council will compensate the Institute members for the difference in an administratively feasible manner.*
- e. *Late implementation of the 2018 collective agreements will not create any entitlements pursuant to the Agreement between the CPA Bargaining Agents and the Treasury Board of Canada with regard to damages caused by the Phoenix Pay System.*
- f. *Employees for whom collective agreement implementation requires manual intervention will be notified of the delay within one-hundred and eighty (180) days after signature of the agreement.*
- g. *Employees will be provided a detailed breakdown of the retroactive payments received and may request that the departmental compensation unit 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 Institute regarding the format of the detailed breakdown.*

- H. *In such a circumstance, for employees in organizations serviced by the Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay.*

## Annex A

### MATERNITY AND PARENTAL LEAVE AND ALLOWANCE – COLLECTIVE AGREEMENT PROVISIONS

#### ARTICLE 17 – MATERNITY AND PARENTAL LEAVE WITHOUT PAY – CHANGES USING SP GROUP PROVISIONS (TO BE REPLICATED IN THE OTHER PIPSC COLLECTIVE AGREEMENTS)

##### **17.04 Maternity allowance**

- a. An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:
- i. has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
  - ii. provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer, and
  - iii. has signed an agreement with the Employer stating that:
    - A. she will return to work **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)**, ~~in any portion of the core public administration as specified in the Public Service Labour Relations Act~~ within a period of ninety (90) 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).

- 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).

#### 17.06 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 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.
- 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.

### **17.07 Parental allowance**

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

- **Option 1: standard parental benefits, 17.07 paragraphs (c) to (k), or**
- **Option 2: extended parental benefits, 17.07 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 (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 17.04(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 17.04(a)(iii)(B), if applicable.**
- C. should he or she fail to return to work ~~in any portion of the core public administration as specified in the *Federal Public Sector Labour Relations Act*,~~ 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: <sup>1</sup>

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

however, an employee whose specified period of employment expired and who is rehired **within the federal public administration as described in section (A),** ~~in any portion of the core public administration as specified in the *Federal Public Service Labour Relations Act*~~ within a period of ninety (90) 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).

<sup>1</sup> ~~\*\*update graphic\*\*~~ remaining period to be worked as specified in (B) following his or her return to work.

- 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 17.06(a)(i) and (b)(i), has chosen 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 (and the recruitment and retention "terminable allowance" **if applicable**) for ~~each week of~~ the waiting period, less any other monies earned during this period;
  - ii. for each week 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 recruitment and retention "terminable allowance" **if applicable**) 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;
  - iii. 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, ~~she 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 ~~her~~ **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;
  - 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 (and the recruitment and retention "terminable allowance" if applicable) 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 (and the recruitment and retention “terminable allowance” **if applicable**) for each ~~the~~ week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 17.04(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 (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 17.04(c)(iii) and 17.07(c)(v) for the same child;**
- d. At the employee’s request, the payment referred to in subparagraph 17.07(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 (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.
- 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 (and the recruitment and retention “terminable allowance” **if applicable**), 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 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 ~~under this collective agreement~~ shall not exceed ~~fifty-seven two (57 52)~~ **fifty-two (52)** weeks for each combined ~~standard~~ maternity and parental leave without pay.

**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 17.06(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 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 (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 17.04(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 17.04(c)(iii) for the same child;
- m. At the employee’s request, the payment referred to in subparagraph 17.07(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 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 (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 (and the recruitment and retention “terminable allowance” if applicable), 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.**