



TREASURY BOARD NEGOTIATIONS 2021

*Proposals of the items on RESERVE in our initial package dated 14 June 2021.
Without prejudice and subject to errors and omissions.*

Common Issues Table (PA-SV-TC-EB)

November 4, 2021

ARTICLE 19 NO DISCRIMINATION

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

NEW 19.02 Employees who experience discrimination may submit a grievance and may also exercise their rights to file a complaint with the Canadian Human Rights Commission.

19.023 With respect to a grievance filed in relation to this Article;

- a. Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- b. If, by reason of paragraph (a), a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

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

NEW 19.05 When the Employer becomes aware of discrimination in the workplace, whether as a result of observation or as a result of a complaint by an employee or a grievance, the Employer shall immediately undertake an investigation.

NEW 19.06 Selection of Investigator

The factors considered for the selection of an investigator shall include the candidates' impartiality, that they possess the necessary training that includes the consideration of intersectionality and experience, and from the viewpoint of the complainant, their fit with the candidates' lived experience, background, and possible membership in an equity-seeking group.

NEW 19.07 The statement of work for the investigator shall include a commitment to meet all willing witnesses provided by the parties and an expected completion date.

NEW 19.08 An Investigation will be discontinued if the parties reach resolution via another method.

19.09 (*Former 19.04*) ~~Upon request by the complainant(s) and/or respondent(s),~~ **The Employer shall provide a grievor, a complainant and/or responding party, 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 19.10 The Employer shall track all investigated incidents of discrimination, including how they were addressed and provide an annual report to the Alliance and the Centre of Expertise on Diversity and Inclusion.

NEW Training

NEW 19.11 The Employer shall provide mandatory qualified instructor led, facilitated and interactive training to all employees regarding anti-oppression and discrimination, including intersectionality analysis. Such training shall include information about relevant policies, processes, the applicable legislation, and complaint mechanisms. Time spent in training shall be considered as time worked.

ARTICLE 20 ~~SEXUAL HARASSMENT~~

Amended 20.01 and New 20.02 tabled 14 June 2021

Amend as follows:

Change title to: HARASSMENT AND ABUSE OF AUTHORITY

20.01 The Alliance and the Employer recognize the right of employees to work in an environment free from **violence, harassment, sexual harassment and abuse of authority**, and agree that **violence, harassment, sexual harassment and abuse of authority** will both be prevented and will not be tolerated in the workplace.

NEW 20.02

Definitions:

- a) **Harassment, violence or bullying includes any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause distress, harm, offence, humiliation, or other physical or psychological injury, or illness to an employee, their dignity or their reputation, including any vexatious action, conduct, comment or display, in any form. Harassment can be expressed on the basis of many factors including but not limited to race, creed, religion, colour, sex, sexual orientation, gender-determined characteristics, political belief, political association or political and/or union activity, marital status, family status, source of income, physical and/or psychological disability, physical size or weight, age, nationality, ancestry or place of origin;**

- b) **Abuse of authority occurs when an individual or group of individuals uses the power and authority inherent in their position or occupation, and/or influence to threaten, endanger an employee's job, potentially undermine the employee ability to perform that job, threaten the economic livelihood of that employee or in any way interfere with or influence the career reputation or dignity of the employee. It may include intimidation, removal of resources, unfair or abusive control of resources and/or information, removal of meaningful valued work and/or making an individual redundant, threats, loss of dignity, blackmail or coercion.**

NEW 20.03 Employees who experience harassment or violence may submit a grievance to seek remedy and/or exercise their rights to report an occurrence as per Part II of the *Canada Labour Code (CLC)* process, and/or file a complaint with the Canadian Human Rights Commission.

Grievance Process

20.024 With respect to a grievance filed in relation to this Article;

- a. Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- b. If, by reason of paragraph (a), a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

20.0355 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with **violence, harassment, or** sexual harassment. The selection of the mediator will be by mutual agreement.

Regulatory Process

NEW 20.06 In addition to an employee's right to file a grievance and/or a Human Rights complaint, employees may submit a Notice of Occurrence, as per the section 15 (1) of the Work Place Harassment and Violence Prevention Regulations.

NEW 20.07 Once a designated representative receives a Notice of an Occurrence as per Part II of the *Canada Labour Code* (CLC), then they shall immediately confer with the principal party and their union representative to determine whether or not the incident(s) and/or pattern of behaviour meets the definition of an occurrence as required by subsection 23(2) of the Regulations. If it is determined that the incident(s) and/or pattern of behaviour meets the definition, then the designated recipient shall immediately undertake the negotiated resolution process.

NEW 20.08 If the matter is not resolved during the negotiated resolution process, both the principal party and the responding party may agree to participate in the conciliation process.

NEW 20.09 Whether or not another resolution process is underway, or whether or not all parties have made a reasonable effort to resolve the occurrence, a principal party that believes the incident meets the definition of an occurrence or does not consider the occurrence resolved, may request an investigation be undertaken forthwith. Once such a request is received the designated representative shall immediately complete and submit the notice of investigation

Investigations, General provisions

NEW 20.10 Selection of Investigator

The factors considered for the selection of an investigator shall include the candidates' impartiality, that they possess the necessary training and experience, and from the viewpoint of the principal party, their fit with the candidates' lived experience, background, and possible membership in an equity-seeking group.

NEW 20.11 The statement of work for the investigator shall include a commitment to meet all willing witnesses provided by the parties and an expected completion date.

NEW 20.12 An Investigation will be discontinued if the parties reach resolution via another method.

20.13 (*former 20.04*) ~~Upon request by the complainant(s) and/or respondent(s), The Employer shall provide a grievor, a principal party and/or responding party, 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*. Any recommendations to eliminate or minimize the risk of similar occurrences contained in a report shall be considered by the appropriate Joint Health and Safety Committee after which the committee will advise the Employer of those that they recommend for implementation. The Employer shall provide written rationale to the committee for any recommended recommendations that they do not accept for implementation.~~

NEW Training

NEW 20.14 The Employer shall provide mandatory qualified instructor led, facilitated and interactive training to all employees regarding harassment, sexual harassment, and violence in the workplace which includes an intersectional approach. Such training shall include information about relevant policies, processes, the applicable legislation, regulations and available complaint mechanisms. Time spent in training shall be considered as time worked.

ARTICLE 38 MATERNITY LEAVE WITHOUT PAY

38.01 Maternity leave without pay

- a. An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than ~~eighteen (18)~~ **twenty (20)** weeks after the termination date of pregnancy.
- b. Notwithstanding paragraph (a):
 - i. where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,
 - or
 - ii. where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period while her newborn child is hospitalized,

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling ~~eighteen (18)~~ **twenty (20)** weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization while the employee was not on maternity leave, to a maximum of ~~eighteen (18)~~ **twenty (20)** weeks.

38.02 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 paragraphs (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~~

ARTICLE 40 PARENTAL LEAVE WITHOUT PAY

40.01 Parental leave without pay

- a. Where an employee has or will have the actual care and custody of a newborn child (including the newborn child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for **a period of up to sixty-three (63) weeks in a seventy-eight (78) week period. 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 **a period of up to sixty-three (63) weeks in a seventy-eight (78) week period. 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 **no earlier than five weeks before** ~~on~~ the day on which the child comes into the employee's care.

- c. ~~Notwithstanding paragraphs (a) and (b) above, at~~ **At** the request of an employee ~~and at the discretion of the Employer,~~ the leave referred to in the paragraphs (a) and (b) above may be taken in two (2) 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

40.02 Parental allowance

~~Under the Employment Insurance (EI) benefits plan,~~ Parental allowance is payable under two (2) options, either:

- Option 1: standard parental benefits, paragraphs 40.02(c) to (k),
or
- Option 2: extended parental benefits, paragraphs 40.02(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, 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 Québec 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 38.02(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 per cent (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 38.02(a)(iii)(B), if applicable;~~

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

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

~~however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in section (A) 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).~~

- 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 subparagraphs 40.01(a)(i) and (b)(i) has elected to receive Standard Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay (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 benefit under the Employment Insurance 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 benefit, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefit 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)~~ **thirty-six (36)** weeks of parental benefits with another employee in receipt of the full five (5) weeks’ paternity under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay for each week (and the recruitment and retention “terminable allowance” if applicable), less any other monies earned during this period;
 - iv. where an employee has **received the full fifty-five (55) weeks of adoption benefits or has divided** the full ~~thirty-seven (37)~~ **fifty-nine (59)** 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, at 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, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 38.02(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 subparagraphs 38.02(c)(iii) and 40.02(c)(v) for the same child;
- d. At the employee’s request, the payment referred to in subparagraph 40.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance 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* 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 that would increase the parental allowance while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- j. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee’s deferred remuneration or severance pay.
- k. The maximum combined, shared, maternity and standard parental allowances payable shall not exceed ~~fifty-seven (57)~~ **sixty-one (61)** weeks for each combined 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 subparagraphs 40.01(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%)~~ **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 **of the first thirty-five (35) weeks** the employee receives parental benefits under the Employment Insurance **or the Québec Parental Insurance Plan**, he or she is eligible to receive the difference between ~~fifty-five decimal eight per cent (55.8%)~~ **ninety-three per cent (93%)** 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)~~ **thirty-five (35) weeks of parental benefits contained in subparagraph 40.02 (I)(ii)** ~~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) up to twenty-six (26) weeks, at 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 38.02(c)(iii) for the same child.~~
- iv. **where an employee has received or has divided the full-sixty-one (61) weeks of parental benefits contained in subparagraph 40.02 (I)(ii) and (iii) with another employee in receipt of the full five (5) weeks’ paternity under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay for each week (and the recruitment and retention “terminable allowance” if applicable), less any other monies earned during this period;**
- v. 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 38.02(c)(iii) for the same child;
- m. At the employee’s request, the payment referred to in subparagraph 40.02 I)(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 (I) 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 (I) 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.

PSAC reserves the right to table additional editorial/administrative changes to this new MOU, with a view to cleaning up the language.

NEW
MEMORANDUM OF UNDERSTANDING
BILINGUALISM ALLOWANCE AND LANGUAGE TRAINING

DEFINITIONS

Acting assignment (Affectation intérimaire) - means a compensation mechanism for employees temporarily performing higher level duties. It occurs when an employee is required to substantially perform the duties of a higher position for at least the qualifying period stipulated by the collective agreement, or applicable terms and conditions directives.

Bilingualism allowance bonus (Prime au bilinguisme) - means a sum of money paid to eligible employees occupying bilingual positions.

Bilingual position (Poste bilingue) - means a position for which there is a clear requirement for the use of both official languages by the incumbent in the performance of the duties of the position.

The identification of a position as bilingual is done in accordance with Treasury Board criteria.

Linguistic profile (Profil linguistique) - means a coded summary which represents the second language proficiency required for a bilingual position in each official language. In each of three language skills (reading, writing and oral interaction), a level of proficiency is indicated.

Other assignment (Autre affectation) - means a situation where an employee is required to substantially perform temporarily the duties of a position of the same pay level.

Second Language Evaluation (SLE) (Évaluation de langue seconde (ELS)) - means an examination administered and scored by the Public Service Commission (or departments on its behalf), to establish a candidate's proficiency in his/her second language in a work-related context, in each of the three following skills: reading, writing and oral interaction. Note: In 1984, the SLE replaced the Language Knowledge Examination (LKE). Results on the LKE (or the Special Evaluation) which are still valid are recognized for the purpose of this article.

Special assignment (Affectation spéciale) - means an assignment usually longer than one year (such as CAP or long-term detachments), for which there is usually a specific agreement between management and the employee stipulating that, at the end of the assignment(s) the employee will not return to perform his/her former duties.

Written notice (Avis écrit) - means a written notice sent by a manager to an employee informing him/her of a test failure or of the re-identification or raised profile of his/her position.

1.1 Eligibility

1.1.1 An employee is eligible for the bilingualism **allowance** ~~bonus~~ from the date on which the Deputy Head certifies that the following conditions are being met:

- (a) the employee occupies a position which has been identified bilingual; and
- (b) the employee has Second Language Evaluation (SLE) results confirming that he/she meets the language requirements of his/her position (or in the case of professional requirements - code "P", the employee meets that code at the time of staffing of the position).

1.1.2 The bilingualism **allowance** ~~bonus~~ shall not be payable to the following:

- ~~(a) employees in the Translation Group, unless their positions are identified bilingual for reasons other than translation;~~
- ~~(b) employees who continue to receive the frozen ST bilingual differential, under conditions specified in section 1.7 of this directive;~~
- ~~(c) employees who are classified in the Executive Group of the Management Category. However, all EX equivalents are eligible for the bonus, provided that they meet the eligibility conditions (for equivalences, see Personnel Management Manual (PMM), Volume 2, Chapter 2-2, Appendix A, Amendment 86-3);~~
- ~~(d) persons appointed by Governor in Council;~~
- ~~(e) persons locally engaged outside Canada;~~
- (a) employees ordinarily working one-third or less of the normal working hours for the same group and category;
- (b) persons employed on a temporary basis for three months or less; and
- (c) persons under professional or personal service contracts.

1.2 Failures – Responsibilities

1.2.1 If the results of an SLE show that an employee does not meet the linguistic requirements of his/her position, the department will provide written notice that he/she will cease to receive the **allowance** ~~bonus~~ two months after the date of written notice. The written notice shall be given within 10 working days from the date of the decision. Negative test results create responsibilities on the part of managers and employees.

Departments

1.2.2 As a first step, it is incumbent on departments or agencies to review the linguistic identification of the position in terms of the real requirements of the position, and the bilingual capacity of the work unit.

1.2.3 Departments and agencies will re-identify the position as unilingual if the requirements can be effectively absorbed by the work unit.

1.2.4 If the position must remain bilingual, it is incumbent upon the department or agency to provide the bilingual services by other means.

Employees

1.2.5 The employee who did not succeed in establishing that he/she still meets the language requirements of his/her position may remain in his/her position.

1.2.6 The employee may seek a review of SLE testing results in accordance with the Public Service Commission administrative recourse mechanisms.

1.2.7 The employee whose position remains bilingual may become re-eligible for the **allowance** ~~bonus~~ and may have recourse to language training at public expense according to the terms set out in section 1.10 of the directive.

1.3 Other allowance ~~bonus~~ situations

1.3.1 If the language profile of a bilingual position is raised:

(a) payment of the **allowance** ~~bonus~~ continues if the employee meets the higher linguistic profile;

(b) if the employee does not meet the new linguistic profile of the position, payment of the **allowance** ~~bonus~~ ceases two months after the written notice;

(c) language training would be available in accordance with the directive in force.

1.3.2 An employee must be notified within ten (10) working days of a management decision:

- to raise the proficiency profile of a bilingual position occupied by the employee, where the incumbent is in receipt of the **allowance** ~~bonus~~; or - to re-identify a position from bilingual to unilingual where the incumbent is in receipt of the **allowance** ~~bonus~~.

1.3.3 When a bilingual position is re-identified as unilingual, payment of the **allowance** ~~bonus~~ ceases two months after the employee is notified, or two months after the position is re-identified, whichever comes later.

1.4 Assignments

1.4.1 An employee who receives the **allowance** ~~bonus~~ and who is temporarily assigned to another bilingual position shall continue to receive the **allowance** ~~bonus~~, regardless of the linguistic profile of the new position (or functions). However, the **allowance** ~~bonus~~ ceases in the case of acting assignments in the executive group (EX) of the management category with the exception of EX equivalents.

1.4.2 An employee who receives the **allowance** ~~bonus~~ and who is temporarily assigned to a unilingual position shall continue to receive the **allowance** ~~bonus~~ only if the basic monthly salary of the new position is less than, or equal to, the basic monthly salary of the regular position plus the **allowance** ~~bonus~~.

1.4.3 Employees on special assignment will receive the **allowance bonus** if they meet the language requirements of the bilingual position (or functions) to which they are assigned.

1.4.4 Employees on Interchange Canada Program assignments to organizations outside the federal Public Service will continue to receive the bilingualism **allowance bonus** if they have been in receipt of the bilingualism **allowance bonus** immediately prior to beginning the assignment, and if a senior official of the host organization specifies in writing that the assignees are required to use both official languages on an on-going basis during the assignments.

1.4.5 An employee receiving the **allowance bonus** who is required to perform temporarily most of the duties of a position that has the same pay level continues to receive the **allowance bonus**, regardless of the linguistic identification and profile of the position.

1.5 Leave

1.5.1 An employee is entitled to the **allowance bonus** applicable to his/her substantive position when on paid leave but not when he/she is on educational or sabbatical leave.

1.6 Term employees

1.6.1 An individual appointed to a bilingual position for a specified term exceeding three months, shall receive the bilingualism **allowance bonus** from the date of appointment.

1.6.2 An individual appointed to a bilingual position for a term of three months or less is not entitled to the **allowance bonus**.

1.6.3 An individual appointed to a bilingual position for a term of three months or less who remains in a bilingual position beyond the three-month period, shall receive the **allowance bonus** for the period in excess of three months.

1.6.4 An employee who receives the **allowance bonus** and who is appointed, without a break in service, to another bilingual term position continues to receive the **allowance bonus** regardless of the duration of the term position.

1.7 ST differential

1.7.1 The Treasury Board directive relative to the payment of the seven per cent differential to the Secretariat, Stenographic and Typing Group was rescinded October 15, 1977, and the seven per cent differential was frozen on that date. As long as they occupy the same bilingual positions in the ST group and meet the eligibility criteria described in section 1.1, members of that group who received the seven per cent differential before October 15, 1977, continue to be entitled to it or to the **allowance bonus**, whichever is greater.

1.8 Payment

1.8.1 The bilingualism **allowance** ~~bonus~~ consists of an annual payment of ~~\$800~~ **\$1500**, calculated on a monthly basis and paid on the same basis as regular pay.

1.8.2 An eligible employee shall be entitled to receive the bilingualism **allowance** ~~bonus~~ for the full month for any month in which the employee receives a minimum of ten (10) days' pay in a position(s) to which the bilingualism **allowance** ~~bonus~~ applies.

1.8.3 Part-time employees who work more than one-third of the normal period are paid the **allowance** ~~bonus~~ on a pro rata basis to be calculated in reference to the normal hours these employees are expected to work.

1.9 Pay considerations

1.9.1 The bilingualism **allowance** ~~bonus~~ is considered part of an employee's salary only in respect of the following:

- (a) Public Service Superannuation Act
- (b) Public Service Disability Insurance Plan
- (c) Canada Pension Plan
- (d) Quebec Pension Plan
- (e) ~~Un~~Employment Insurance
- (f) Government Employees' Compensation Act
- (g) Flying Accidents Compensation Regulations
- (h) Supplementary Retirement Benefit Act
- (i) Supplementary Death Benefit
- (j) Long-Term Disability Insurance
- (k) Public Service Management Insurance Plan
- (l) Quebec Health Insurance Plan
- (m) Federal and Provincial Income Taxes.
- (n) Québec Parental Insurance Plan**

1.9.2 The bilingualism **allowance** ~~bonus~~ is not considered part of an employee's salary nor is it used to compute an employee's salary entitlements for the following:

- (a) Transfer
- (b) Promotion
- (c) Overtime Calculation
- (d) Severance Pay
- (e) Pay in Lieu of Unfulfilled Surplus Period
- (f) Demotion
- (g) Payment of unused vacation leave on layoff, resignation or retirement.

1.10 Reinstatement of the allowance ~~bonus~~

1.10.1 An employee who has ceased to receive the bilingualism **allowance** ~~bonus~~ whose position remains bilingual could become eligible again. ~~Such eligibility would require a personal commitment as well as sustained individual efforts on the part of the employee.~~

~~In addition, a special measure as described in 1.11.2 will be taken by the employer in order to support the employee's commitment and efforts. Upon request from the employee, language training as described in 1.11.2 will be approved by the employer in order to support the employee's commitment and efforts.~~

1.10.2 Rotational foreign service officers and other employees, while on posting abroad are excluded from those measures of reinstatement.

1.11 Reinstatement procedures

1.11.1 It is incumbent on the employee, ~~subject to the approval of the manager,~~ to determine the most appropriate way to regain ~~his/her~~ **their** knowledge of the second language.

1.11.2 Access to language training during working hours will be authorized up to a maximum of 200 hours for an employee already trained at government expense for a similar level. These hours of language training will not be calculated against the maximum number of hours allotted during an employee's career. However, this special measure can only apply once during the career of an employee for the same linguistic profile.

1.11.3 Initiatives will have to be taken by the employee who remains in the same position to use his/her knowledge of the second language in the workplace, and the employee will not be allowed to take the SLE again for the purpose of receiving the **allowance bonus** before one year following the date of the unsuccessful test.

1.11.4 In cases where an employee takes an SLE for a purpose other than the **allowance bonus** (for example, staffing) and whose test results confirm that he/she meets the language requirements of his/her substantive position, the **allowance bonus** will be reinstated effective from the date of test confirmation.

1.12 Language training

1.12.1 In addition to reinstatement procedures language training will be considered for:

- i. employees appointed to an indeterminate or determinate position who do not meet the language requirements of their positions on appointment;**
- ii. incumbents of unilingual positions that have been reidentified bilingual;**
- iii. incumbents of bilingual positions for which the language profile has been raised;**
- iv. employees identified as needing to develop or improve a second language for succession planning purposes;**
- v. employees with aspirations to develop or improve a second language.**

1.12.2 An employee eligible under clause 1.12.1 may request language training. A request for language training will be considered on a case-by-case basis and a decision shall be provided in writing within one (1) month of the request. In any case when reviewing a request under 1.12.1 the employer shall take into

consideration diversity and staffing opportunities for equity-seeking groups. Approval shall not be unreasonably denied.

1.12.3 In the case of an employee with aspirations to develop or improve a second language the employee must attest to a capacity to attain the level of proficiency required.

1.13 Training duration and scheduling

1.13.1 Language training is to take place during normal hours of work. As such the Employer is expected to take appropriate measures to facilitate employee access to such training.

1.13.2 The number of hours of language training that shall be authorized for a candidate to reach a specific language proficiency level shall be determined according to the employer language training policy in effect at the time the collective agreement is signed.

1.13.3 The employee may request an extension if it has been demonstrated near the end of the training period that such an extension would enable the employee to successfully reach the target proficiency level.

1.13.4 Notwithstanding clause 1.13.1 language training in support of 1.12.1(v) can be taken fully or partially outside of normal hours of work if agreed to by the employee.