

IN THE MATTER OF AN INTEREST ARBITRATION  
UNDER SECTION 136 OF THE *PUBLIC SERVICE LABOUR RELATIONS ACT*

BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA

Bargaining Agent

and

THE OFFICE OF THE AUDITOR GENERAL OF CANADA

Employer

**RE:**        Audit Services Group

**Before:**    Richard M. Brown, Single member of an Arbitration Board

**For the Bargaining Agent:** John Sullivan

**For the Employer:** Pierre Parent

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Rendered by written submissions

I was appointed as a sole arbitrator to determine one issue: whether employees working at the ASG-3 level in the Office of the Auditor General (OAG) should receive a special adjustment, in addition to the general wage increase applied to other employees in the bargaining unit. The Public Service Alliance of Canada (PSAC) contends the maximum level of the ASG-3 pay scale should be increased by \$1,500. The employer disagrees.

The parties addressed this issue by way of written submissions. PSAC provided a submission dated January 16, 2007 and the OAG provided one dated January 24, 2007.

I

The OAG audits federal government operations and provides Parliament with independent information, advice and assurance to help hold the government to account for its stewardship of public funds. The OAG is responsible for performance audits and studies of federal departments and agencies. It also audits the government's financial statements and performs special examinations and annual financial audits of Crown Corporations. The OAG is a separate agency under Schedule V of the *Financial Administration Act*.

There are approximately fifty-one employees at the ASG-3 level. They are part of the Audit Services Group (ASG). This unit is comprised of approximately two hundred employees who perform clerical, administrative, technical and professional duties in support of auditing. The bargaining certificate for this group was issued by the Public Service Staff Relations Board on August 13<sup>th</sup>, 1999.

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## II

The history of the most recent round of bargaining is succinctly summarized in the employer's written brief:

The Public Service Alliance of Canada (Union) served the Employer with a Notice to Bargain under Section 105(2) of the *Public Service Labour Relations Act (PSLRA)* on January 19, 2006.

The Employer requested a collective bargaining mandate from Treasury Board on May 3, 2006.

After preliminary informal discussions, the Employer and the Union formally exchanged proposals and commenced negotiations on May 29, 2006. Negotiations occurred on June 19 – 20, 2006. Although the Employer had not yet received a bargaining mandate, it had notified Treasury Board officials of its upcoming bargaining sessions with the Union and had received permission to go ahead with discussions, but not to reach a “tentative agreement”.

By June 20<sup>th</sup>, 2006, the Employer and the Union had resolved all outstanding issues. In addition, new issues that were not initially contained in the Employer's mandate request were raised at the negotiating table. The OAG undertook to submit an amended mandate request to Treasury Board, including the new issues. The OAG notified the Union that although all of the original issues had been resolved, neither party could refer to that resolution as a “tentative agreement” until the OAG had received a bargaining mandate from Treasury Board. From June 20, 2006 and September 25, 2006, neither the Employer nor the Union publicly indicated that a “tentative agreement” had been reached.

The OAG submitted an amended mandate request to Treasury Board. On September 25, 2006, the Treasury Board Secretariat advised the Employer that its mandate request was approved with one exception. Specifically, it did not approve the parties' proposal to increase the maximum level of the ASG-3 pay scale by \$1,500. The Union is not prepared to conclude an agreement with the Employer without this item.

This summary outlines what transpired at the bargaining table in relation to a special adjustment at the ASG-3 level. During negotiations, the parties also agreed to a general wage increase of 2.5% for all employees in the ASG classification, effective April 1, 2006. This increase was approved by Treasury Board.

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### III

PSAC contends a special adjustment at the ASG-3 level is warranted to ensure employees working at this level are fairly compensated in relation to those employed at adjacent levels in the ASG grid.

The maximum rate of pay at each level of the grid, at the expiry of the last collective agreement, is recorded in the table below. This table also sets out what the corresponding maximums would be, after the implementation of the general increase of 2.5% effective April 1, 2006, and the difference between the new maximum for one level and that for the level above, both without and with the \$1,500 adjustment requested.

#### MAXIMUM PAY LEVELS FOR ASG CLASSIFICATIONS

	Last Contract	Plus 2.5%	Difference Without Adjustment	Difference With 1500 Adjustment
ASG-1	38,797	39,767	8,717	8,717
ASG-2	47,301	48,484	5,770	7,270
ASG-3	52,931	54,254	9,565	8,065
ASG-4	62,263	63,819	11,154	11,154
ASG-5	73,144	74,973	11,097	11,097
ASG-6	83,971	86,070		

As this table illustrates, the difference between the ASG-2 maximum and the ASG-3 maximum would be \$5,770 after the implementation of the general wage increase, without no special adjustment. This

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would be much less than the corresponding difference between any other two levels, which would range from a low of \$8,717 to a high of \$11,154. The special adjustment would reduce, but not eliminate, this disparity.

#### IV

The criteria to be applied by a board of arbitration dealing with an interest dispute are found in section 148 of the *Public Service Labour Relations Act*.

In the conduct of its proceedings and in making an arbitral award, the Arbitration Board must take into account the following factors, in addition to any other factors that it considers relevant:

- (a) the necessity of attracting competent persons to, and retaining them in the public service in order to meet the needs of Canadians;
  - (b) the necessity of offering compensation and other terms and conditions of employment in the public service that are comparable to those of employees in similar occupations in the private and public sectors, including any geographic, industrial or other variations that the arbitration board considers relevant;
  - (c) the need to maintain appropriate relationships with respect to compensation and other terms and conditions of employment as between different classification levels within an occupation and as between occupations in the public service;
  - (d) the need to establish compensation and other terms and conditions of employment that are fair and reasonable in relation to the qualifications required, the work performed, the responsibility assumed and the nature of the services rendered; and
  - (e) the state of the Canadian economy and the Government of Canada's fiscal circumstances.
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I note Subsection 148(c) has particular application to the facts at hand.

Bearing in mind the evidence before me and my legislative mandate, I conclude a special adjustment of \$1,500 is warranted. I award this adjustment, along with all of the agreed matters attached as Appendix "A."

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Richard M. Brown

Ottawa, Ontario

February 17, 2007

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## APPENDIX "A"

### Agreed Text

Replace « Public Service Staff Relations Act » with « Public Service Labour Relations Act »

Replace « Public Service Staff Relations Board » with « Public Service Labour Relations Board »

#### Article 10.02

Amend clause 10.02 to read:

10.02 The Employer agrees to supply each employee with access to an electronic version of the Collective Agreement. The Employer shall also provide the local and the PSAC with an electronic copy of the Collective Agreement.

#### Article 14.09

Replace current language with the following in order to reflect current practice.

14.09 When operational requirements permit, the Employer will grant leave without pay to an employee for the purpose of attending contract negotiation meetings on behalf of PSAC. During such leave, the Employer will maintain the regular salary of such employee(s). PSAC will reimburse the Employer for salary recovery upon presentation of an invoice to the Local PSAC stating amounts for each employee involved.

Modify paragraph (a) to reflect parity with AP Collective agreement.

#### 32.07

- a. **An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his permanent residence for forty (40) nights during a fiscal year shall be granted two (2) days off with pay. The employee shall be credited with additional day off for each additional twenty (20) nights that the employee is away from his or her permanent residence.**
- b. The maximum number of days off earned under this clause shall not exceed five (5) days in a fiscal year.
- c. This leave with pay is deemed to be compensatory leave, and is subject to clause 28.06

**Delete Articles 39 (AP) and 45 (ASG) – Marriage Leave with pay and add in vacation leave articles for both collective agreements the following section:**

XX.XX

(a) Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1<sup>st</sup>) day of the month following the employee's second (2<sup>nd</sup>) anniversary of service, as defined in clause **34.03 (ASG)/30.02 (AP)** .

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**(b) Transitional Provision**

Employee with more than two (2) years of service, as defined in clause **34.03 (ASG)/30.02 (AP)**, shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay.

(c) The vacation leave credits provided in clauses XX.XX (a) and (b) above shall be excluded from the application of paragraph **30.06 and 30.07 (AP) 34.11 (ASG)** dealing with the Carry-over and/or Liquidation of Vacation Leave.

**Replace articles 38, 39 and 40 with the following:**

**ARTICLE 38  
MATERNITY LEAVE WITHOUT PAY**

**8.01 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)** weeks after the termination date of pregnancy.

(b) Notwithstanding paragraph (a):

(i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,

or

(ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,

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

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

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

(e) An employee who has not commenced maternity leave without pay may elect to:

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

(ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 35, Sick Leave with Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 35, Sick Leave with Pay, shall include medical disability related to pregnancy.

(f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in

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advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.

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

**\*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 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** respect of insurable employment with the Employer,  
and
- (iii) has signed an agreement with the Employer stating that:
  - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
  - (B) following her return to work, as described in section (A), , she will work for a period equal to the period she was in receipt of the 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) she will be indebted to the Employer for an amount determined as follows:
 
$$\begin{array}{r} \text{(allowance received)} \\ \times \end{array} \frac{\text{(remaining period to be worked following her return to work)}}{\text{[total period to be worked as specified in (B) ]}}$$
  - (D) the repayment provided for in (C) will not apply in situations of:
    - (i) death,
    - (ii) lay off,
    - (iii) 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),
    - (iv) the end of a specified period of employment, if the employee is rehired by the Employer within ninety (90) days following the end

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- of the specified period of employment, and who fulfills the obligations specified in section (B)
  - (v) having become disabled as defined in the *Public Service Superannuation Act*, or
  - (vi) when the employee takes a position with an organization listed in Schedule I of the *Public Service Staff Relations Act* that fulfills the obligations specified in section (B)

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

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

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

and

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

(d) At the employee's request, the payment referred to in subparagraph 38.02 (c) (i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance **or Québec Parental Insurance maternity** benefits.

(e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act* **or the Parental Insurance Act in Québec**.

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

- (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
  - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
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- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f) (ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

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

- (a) An employee who:
- (i) fails to satisfy the eligibility requirement specified in subparagraph 38.02(a) (ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance **or Québec Parental Insurance maternity** benefits,

and

  - (ii) has satisfied all of the other eligibility criteria specified in paragraph 38.02 (a), other than those specified in sections (A) and (B) of subparagraph 38.02 (a) (iii),

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 38.02 for a combined period of no more than the number of weeks during which she would have been eligible for **maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan** had she not been disqualified from Employment Insurance **or Québec Parental Insurance maternity** benefits for the reasons described in subparagraph (a) (i).

## **ARTICLE 39 MATERNITY-RELATED REASSIGNMENT OR LEAVE**

**39.01** An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24<sup>th</sup>) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the fetus or child.

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**39.02** An employee's request under clause 39.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.

**39.03** An employee who has made a request under clause 39.01 is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:

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

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

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

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

## **ARTICLE 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 new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.

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

(c) Notwithstanding 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,
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or

- (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his 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 during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

(d) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the employee's child (including the child of a common-law partner), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).

(e) 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.

(f) 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.

\*(g) At the request of an employee and with the agreement of the employer, the leave referred to in sub-clauses (a) and (b) may be taken in two or more periods provided that each period is of a minimum of four weeks.

#### **\*40.02 Parental Allowance**

(a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he 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 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:
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- (A) the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
- (B) Following his 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 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 in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B) she will be indebted to the Employer for an amount determined as follows:

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

- (D) the repayment provided for in (C) will not apply in situations of:
- (ii) death;
  - (iii) lay off;
  - (iv) 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);
  - (v) the end of a specified period of employment, if the employee is rehired by the employer within ninety (90) days following the end of the specified period of employment, and who fulfills the obligations specified in section (B);
  - (vi) having become disabled as defined in the *Public Service Superannuation Act*, or
  - (vii) when the employee takes a position with an organization listed in Schedule I of the *Public Service Staff Relations Act* that fulfills the obligations specified in section (B).

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

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

- (i) where an employee is subject to a waiting period of two (2) weeks before receiving *Employment Insurance* parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
- (ii) other than as provided in subparagraph (iii) below, for each week the employee receives parental, **adoption or paternity** benefits under the **Employment Insurance or the Québec Insurance Plan**, he/she is eligible to receive to receive the difference between ninety-three per cent (93%) of his or her weekly

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rate of pay and the **parental, adoption or paternity benefit**, less any other monies earned during this period which may result in a decrease in **his/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 weeks (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three (93%) of her weekly rate of pay for each week, less any other monies earned during that period.**

(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 EI or **QPIP** 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 Parental Insurance Act in Québec.**

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

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

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

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

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

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

**(k) The maximum combined maternity and parental allowances payable by the Employer to an employee (or a couple employed by the employer) shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.**

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

(a) An employee who:

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- (i) fails to satisfy the eligibility requirement specified in subparagraph 40.02(a) (ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance parental **or Québec Parental Insurance Plan** benefits,  
  
and
- (ii) has satisfied all of the other eligibility criteria specified in paragraph 40.02 (a), other than those specified in sections (A) and (B) of subparagraph 40.02(a) (iii),

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

- (b) An employee shall be paid an allowance under this clause and under clause 40.02 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, **paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan**, had the employee not been disqualified from Employment Insurance **or Québec Parental Insurance Plan** benefits for the reasons described in subparagraph (a) (i).

#### **40.04 Transitional Provisions**

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

#### **Modify article 62.01 and 55.01 respectively**

XX.01 This agreement shall expire on March 31, **2007**

### **Memorandum of Agreement**

**Between**

**The Office of the Auditor General of Canada**

**And**

**The Public Service Alliance of Canada**

#### **Subject: Service in Other Federal Organizations**

In order to assist in the Employer's recruitment and retention efforts, the parties agree that, notwithstanding article 30.02 of the Audit Professional Group Collective Agreement and article 34.03 of the Audit Services Group Collective Agreement, an employee's or a prospective employee's service with a Federal employer that is outside the core public administration and

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named in the Population Affiliation Report categories, may, going forward, be recognized for accumulation of annual leave, at the discretion of the Auditor General. In exercising his or her discretion, the Auditor General shall consider the following:

- a) That upon leaving such an organization, the employee did not receive severance pay;
- b) That the period of prior continuous or discontinuous service can be validated to the Employer's satisfaction;
- c) Where the service cannot be validated to the Employer's satisfaction, it is the responsibility of the employee to obtain, from his or her previous employer, acceptable proof of service;
- d) That periods of student employment shall count for the purpose of calculating vacation leave.
- e) That the period of prior continuous or discontinuous service be subject to the same terms and conditions contained in articles
  - i. 33.02 (a) – Leave General (Audit Services Group)
  - ii. Sections 36, 38, 40 and 45 with regards to leave without pay of more than three months (Audit Professional Collective agreement)

**Modify pay notes as follows.**

1. Effective April 1, 2006, all members of the bargaining unit shall receive an economic increase of 2.5%
2. Increments are a fixed amount and are added to current pay, up to the range maximum.
3. The pay increment date for full-time and part-time employees appointed to a position in the bargaining unit on promotion, demotion or from outside the OAG shall be the annual anniversary date of such appointment.

**Appendix A**

**ASG – AUDIT SERVICES GROUP  
Annual Rates of Pay  
(in dollars)**

**\$ -** Effective April 1, 2005

**A -** Effective April 1, 2006 – 2.5% Economic Increase

	Minimum	Maximum	Increment
<b>ASG-1</b>			
\$ -	\$31,639	\$38,797	\$1,200
A -	\$32,430	\$39,767	\$1,200
<b>ASG-2</b>			
\$ -	\$37,760	\$47,301	\$1,500
A -	\$38,704	\$48,484	\$1,500

**ASG-3**

\$ -	\$43,389	\$52,931	\$1,700
A -	\$44,474	\$54,255	\$1,700

**ASG-4**

\$ -	\$50,604	\$62,263	\$2,100
A -	\$51,869	\$63,820	\$2,100

**ASG-5**

\$ -	\$59,614	\$73,144	\$2,500
A -	\$61,105	\$74,973	\$2,500

**ASG-6**

\$ -	\$69,670	\$83,971	\$2,800
A -	\$71,412	\$86,070	\$2,800

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