



NEGOTIATIONS 2014

PARKS CANADA

BARGAINING DEMANDS

December 2014

This document represents bargaining proposals of the Public Service Alliance of Canada for this round of negotiations for Parks Canada. These proposals are being submitted without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

The Public Service Alliance of Canada reserves the right to present other proposals during negotiations as well as amend or withdraw its demands or to introduce counter proposals to Agency demands.

The workers covered under this agreement work proudly on behalf of Canadians. Accordingly, the Union is introducing language and reserves the right to introduce additional language to maintain and improve the quality and level of the public services provided to Canadians.

Where the word RESERVE appears, it means that the Union reserves the right to make demands at a later date. In particular, the Public Service Alliance of Canada reserves the right to introduce a comprehensive wage proposal at an appropriate time during negotiations.

If neither party has a proposal on a specific clause or article, that clause or article shall be renewed except those that may be impacted and have to be amended as a result of new provisions agreed to by the parties.

In this document specific proposed language changes and additions are highlighted in bold type. Where deletions are proposed, these are identified by strike-through.

Finally, the Union requests of the Employer disclosure of any plans for changes at its administrative or workplace level that may affect this round of negotiations, and reserves the right to make additional demands after receiving this information.

Bargaining Team Members:

Daniel Britton
Kevin King
Mike LeBlanc
Jennifer Legue
Loretta Moar
Jack Norris
Daniel Toutant
Janson LaBond
Tom Milne

ARTICLE 2 INTERPRETATION AND DEFINITIONS

Add new:

“family” except where otherwise specified in this Agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother **(including step-brother)**, sister, **(including step-sister)**, spouse (including common-law partner resident with the employee), child (including child of common-law partner), stepchild or ward of the employee, grandchild, father-in-law, mother-in-law, **son-in-law, daughter-in-law, brother-in-law or sister-in-law**, the employee’s grandparents, **aunt, uncle, any person over whom the employee holds power of attorney**, and ~~relative permanently residing in the employee’s household or with whom the employee permanently resides~~ **any person for whom the employee has formally declared responsibility for assistance and/or support.**

Amend to read:

"overtime" (heures supplémentaires) means:

(a) ~~in the case of a full-time employee,~~ authorized work in excess of the employee's scheduled hours of work,

~~or~~

(b) ~~in the case of a part-time employee, authorized work in excess of seven decimal five (7.5) or eight (8) hours per day or thirty-seven decimal five (37.5) or forty (40) hours (in accordance with the Hours of Work Code) per week, but does not include time worked on a holiday,~~

~~or~~

(c) ~~in the case of a part-time employee whose normal scheduled hours of work are in excess of seven decimal five (7.5) or eight (8) hours per day (in accordance with the Hours of Work Code) in accordance with the Variable Hours of Work provisions (clauses 22.11 to 22.14), authorized work in excess of those normal scheduled daily hours or an average of thirty-seven decimal five (37.5) or forty (40) hours per week (in accordance with the Hours of Work Code),~~

ARTICLE 6 AGENCY POLICIES

Amend to read:

6.01 (a) The following Agency policies, as existing on the date of signing of the agreement and as amended from time to time in accordance with this article, shall form part of this agreement:

- (i) Travel
- (ii) Isolated Posts
- (iii) First Aid To The Public
- (iv) Bilingualism Bonus
- (v) Uniforms
- (vi) Staffing**

The Union reserves the right to table proposals regarding the back filling of vacant positions after discussing the matter with the Agency in relation to its Staffing Policy.

The Union reserves the right to table proposals regarding having the Agency commit to “No Sweat” initiatives in relation to procurement in general, and specifically to uniforms and clothing provided to employees, and to ensure these values are fulfilled by purchasing only Canadian, union-made uniforms and clothing.

ARTICLE 11 USE OF AGENCY FACILITIES

Amend to read:

11.01 Reasonable space on bulletin boards (including electronic bulletin boards, where available) in convenient locations will be made available to the Alliance for the posting of official Alliance notices. ~~The Alliance shall endeavour to avoid requests for posting of notices which the Agency, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Agency, except notices related to the business affairs of the Alliance, including the names of Alliance representatives, and social and recreational events. Such approval shall not be unreasonably withheld.~~

11.02 The Agency will also ~~continue its present practice of making~~ **make** available to the Alliance specific locations on its premises for the placement of reasonable quantities of literature of the Alliance.

Add new:

11.03 The Agency shall not interfere with an employee's right to read, discuss and distribute Alliance information on non-work time in the workplace.

11.04 Any duly accredited representative of the Alliance shall have access to the Agency's premises for the purpose of resolving a complaint or a grievance, attending a meeting with management, and/or meetings with Alliance-represented employees.

**ARTICLE 13
LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS**

Change the title to delete the words “With or Without pay”.

Change all leave without pay in this article to leave with pay.

Amend to read:

13.01 ~~When operational requirements permit,~~ **In** cases of complaints made to the Public Service Labour Relations Board pursuant to section 190(1) of the PSLRA alleging a breach of sections 157, 186(1)(a), 186(1)(b), 186(2)(a)(i), 186(2)(b), 187, 188(a) or 189(1) of the PSLRA, the Agency will grant leave with pay:

- (a) to an employee who makes a complaint on her/his own behalf, before the Public Service Labour Relations Board,

and

- (b) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Alliance making a complaint.

Applications for Certification, Representations and Interventions with respect to Applications for Certification

13.02 ~~When operational requirements permit,~~ **The** Agency will grant leave without pay:

- (a) to an employee who represents the Alliance in an application for certification or in an intervention,

and

- (b) to an employee who makes personal representations with respect to a certification.

13.03 The Agency will grant leave with pay:

- (a) to an employee called as a witness by the Public Service Labour Relations Board,

and

- (b) ~~when operational requirements permit,~~ to an employee called as a witness by an employee or the Alliance.

Arbitration Board Hearings, Public Interest Commission Hearings and Informal Conflict Management Process

~~13.04~~ When operational requirements permit, ~~the~~ **The** Agency will grant leave with pay to a reasonable number of employees representing the Alliance before an Arbitration Board, Public Interest Commission or in an Informal Conflict Management Process.

13.05 The Agency will grant leave with pay to an employee called as a witness by an Arbitration Board, Public Interest Commission or in an Informal Conflict Management Process and, ~~when operational requirements permit,~~ leave with pay to an employee called as a witness by the Alliance.

Adjudication

~~13.06~~ When operational requirements permit, ~~the~~ **The** Agency will grant leave with pay to an employee who is:

- (a) a party to the adjudication,
- (b) the representative of an employee who is a party to an adjudication,
and
- (c) a witness called by an employee who is a party to an adjudication.

Meetings During the Grievance Process

13.07 Where an employee representative wishes to discuss a grievance or a labour relations complaint related to an Agency policy with an employee who has asked or is obliged to be represented by the Alliance in relation to the presentation of his/her grievance or complaint, the Agency will, ~~where operational requirements permit,~~ give them reasonable leave with pay for this purpose when the discussion takes place within their field unit or service center or national office area and reasonable leave without pay when it takes place outside their field unit or service center or national office area or established jurisdiction.

~~13.08~~ Subject to operational requirements,

- (a) when the Agency originates a meeting with a grievor in her/his field unit or service center or national office area, she/he will be granted leave with pay and “on duty” status when the meeting is held outside the grievor’s field unit or service center or national office area,
- (b) when a grievor seeks to meet with the Agency, he/she will be granted leave with pay when the meeting is held in his/her field unit or service center or national

office area and leave without pay when the meeting is held outside her/his field unit or service center or national office area,

and

- (c) when an employee representative attends a meeting referred to in this clause, he/she will be granted leave with pay when the meeting is held in her/his field unit or service center or national office area and leave without pay when the meeting is held outside his/her field unit or service center or national office area or established jurisdiction.

Contract Negotiation Meetings

13.09

- (a) ~~When operational requirements permit, t~~The Agency will grant leave without pay to an employee for the purpose of attending contract negotiation meetings on behalf of the Alliance.
- (b) ~~For administrative purposes, the Agency will continue to pay the employee and the Alliance will reimburse the employer for the salary costs of the employee within thirty (30) days of receiving the request for payment from the Agency.~~

Preparatory Contract Negotiation Meetings

13.10 ~~When operational requirements permit, T~~he Agency will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings.

Meetings Between the Alliance and Management not Otherwise Specified in this Article

13.11 ~~When operational requirements permit, t~~The Agency will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Alliance.

Alliance Meetings and Conventions

13.12 ~~Subject to operational requirements, T~~he Agency shall grant leave without pay to a reasonable number of employees to attend meetings of the Board of Directors of the Alliance, meetings of the National Executive of the Components, Executive Board meetings of the Alliance, and conventions of the Alliance, the Components, the Canadian Labour Congress and the Territorial and Provincial Federations of Labour.

Representatives' Training Courses

13.13 ~~When operational requirements permit, the~~ Agency will grant leave without pay to employees who exercise the authority of a representative on behalf of the Alliance to undertake training related to the duties of a representative.

Component and Alliance Executive Positions

13.14 Except where otherwise specified in this article, ~~subject to operational requirements and~~ with reasonable advance notice, the Agency shall grant leave without pay to representatives who hold executive positions at the Component or Alliance level in order to represent employees not employed by the Agency. **Time spent on such leave shall be counted for pay increment purposes.**

NEW

13.15

- (i) **The employer will grant leave with pay to an employee, or a reasonable number of employees, to participate in:**
- (a) **a union training or education program,**
 - (b) **Union-management consultation**
 - (c) **Joint education programs**

NEW

13.XX The Employer shall advise the Alliance within one week of the hiring of new employees and shall grant leave with pay to a reasonable number of employees to provide Alliance orientation to all newly-hired Alliance-represented employees.

Note: agreement on this proposal would require the deletion of Article 12.05

ARTICLE 15 DISCIPLINE

NEW

15.01 No disciplinary measure in the form of a notice of discipline, suspension or discharge or any other form shall be imposed on any employee without just, reasonable and sufficient cause and without his/her receiving beforehand or at the same time a written notice showing the grounds on which a disciplinary measure is imposed.

Amend to read:

~~15.01 When an employee is suspended from duty or terminated, the Agency undertakes to notify the employee in writing of the reason for such suspension or termination. The Agency shall endeavour to give such notification at the time of suspension or termination.~~

15.02 When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning him/her or to render a disciplinary decision concerning her/him, ~~the employee shall be informed by the Agency that, at her/his request, the employee is entitled to~~ **shall** have a representative of the Alliance attend the meeting. Where practicable, the employee **and union representative** shall receive a minimum of one day's notice of such a meeting.

15.03 The Agency shall notify the local representative of the Alliance as soon as possible that such suspension or termination has occurred.

15.04 The Agency agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.

15.05 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

15.06 When an employee and/or a union representative is required to attend disciplinary or administrative meetings or investigations with the Agency that fall outside their normal hours or during a period of seasonal layoff, they shall be compensated by the Agency as if they had reported to work.

NEW

15.07 No employee shall be disciplined or face threat of discipline for exercising, in good faith, any rights under Part II of the Canada Labour Code. For the purposes of this article, a ministerial declaration alone does not constitute proof of bad faith.

15.08 No employee shall be disciplined for refusing to cross any picket line related to a legal strike or lockout at their place of work.

**ARTICLE 16
GRIEVANCE PROCEDURE**

Amend to read:

16.04 Steps in the Grievance procedure

- (a) Except as otherwise provided in this agreement, a grievance shall be processed by recourse to the following steps:
 - (i) step 1 - first level of management, as delegated by the Agency;
 - (ii) final step - Chief Executive Officer or authorized representative.

Under no circumstances will any bargaining unit employee represent the Agency at any step of the grievance procedure.

ARTICLE 17
NO DISCRIMINATION AND SEXUAL HARASSMENT

17.01 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 origin, religious affiliation, sex, sexual orientation, **gender identity and expression, political activity**, family status, mental or physical disability, membership or activity in the Alliance, marital status or a conviction for which a pardon has been granted.

17.02 The Alliance and the Agency recognize the right of employees to work in an environment free from sexual harassment, **abuse of authority and bullying** and agree that sexual harassment, **abuse of authority and bullying** will not be tolerated in the workplace.

NEW

17.03 Definitions:

- a) **Harassment and bullying is defined as: any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affect an employee's dignity or psychological or physical integrity, and that results in a harmful work environment for the employee. A single serious incident of such behaviour that has a lasting harmful effect on an employee may also constitute harassment.**
- b) **Abuse of authority occurs when an individual uses the power and authority inherent in his/her position to endanger an employee's job, undermines the employee's ability to perform that job, threatens the economic livelihood of that employee or in any way interferes with or influence the career of the employee. It may include intimidation, threats, blackmail or coercion.**

17.034

- (a) Any step 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.

17.045 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination or sexual harassment, **abuse of authority and bullying**. The selection of the mediator will be by mutual agreement.

The Union reserves the right to propose language concerning workplace surveillance pending discussion with the Employer.

ARTICLE 22 HOURS OF WORK

Amend to read:

22.05 The Union proposes to amend this and all other applicable Articles with a view to move all employees to a 35 hour work week with no loss of pay.

22.08 Two (2) rest periods of fifteen (15) minutes each shall be scheduled during each normal day for non-operating **all** employees. ~~The Agency agrees, where operational requirements permit, to continue the present practice of providing rest periods for operating employees.~~

ARTICLE 23 SHIFT PREMIUMS

Amend to read:

Excluded Provisions

This article does not apply to employees on day work, covered by clauses 22.05 to 22.07 and to employees classified in SC group.

23.01 Shift Premium

An employee working on shifts will receive a shift premium of ~~two dollars (\$2.00)~~ **14.3% of the employee's hourly rate** per hour for all hours worked, including overtime hours, between 5:00 p.m. and 6:00 a.m. The shift premium will not be paid for hours worked between 6:00 a.m. and 5:00 p.m.

23.02 Weekend Premium

An employee working on shifts during a weekend will receive an additional premium of ~~two dollars (\$2.00)~~ **14.3% of the employee's hourly rate** per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.

ARTICLE 24 OVERTIME

Amend to read:

24.01 Each fifteen (15) minute period of overtime shall be compensated for at the following rates:

- (a) ~~time and one-half (1 1/2) except as provided for in clause 24.01(b);~~
double (2) time for all hours worked.
- (b) ~~double (2) time for each hour of overtime worked after fifteen (15) or sixteen (16) hours work (in accordance with the Hours of Work Code) in any twenty-four (24) hour period or after seven decimal five (7.5) or eight (8) hours work (in accordance with the Hours of Work Code) on the employee's first (1st) day of rest, and for all hours worked on the second or subsequent day of rest. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest, which may, however, be separated by a designated paid holiday;~~
- (c) ~~where an employee is entitled to double (2) time in accordance with (b) above and has worked a period of overtime equal to the normal daily hours of work specified in the Hours of Work Code, the employee shall continue to be compensated at double (2) time for all hours worked until he/she is given a period of rest of at least eight (8) consecutive hours.~~

24.02 ~~Notwithstanding anything to the contrary contained in this article, the following shall apply to employees working as Park Wardens performing a period of back-country patrol in excess of eight (8) consecutive hours during a two-week period;~~

- (a) ~~Park Wardens are entitled to receive compensation at straight-time rates for all hours worked, other than hours worked on a day of rest or on a designated paid holiday, up to an average of seventy-five (75) or eighty (80) hours (in accordance with the Hours of Work Code) over a two (2) week period and compensation at time and one-half (1 1/2) for all other hours worked.~~
- (b) ~~Park Wardens are entitled to receive compensation at time and one-half (1 1/2) rates for work performed on the first (1st) day of rest and compensation at double (2) time for work performed on the second and subsequent days of rest where two (2) or more contiguous days of rest are indicated by the schedule.~~

Renumber Article as required.

24.03 Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Agency, overtime may be compensated in equivalent leave with pay under article 34.

**ARTICLE 25
CALL BACK AND REPORTING PAY**

The Union reserves the right to table proposals regarding this Article following discussions with the Agency regarding Travel Policy.

**ARTICLE 26
STANDBY**

Amend to read:

26.01 Where the Agency requires an employee to be available on standby during off-duty hours, such employee shall be compensated at the rate of **one and** one-half (1 ½) hours for each four (4) hour period or part thereof for which the employee has been designated as being on standby duty.

**ARTICLE 27
DESIGNATED PAID HOLIDAYS**

Amend to read:

- 27.01 (k)** ~~one~~ **two** additional days in each year that, ~~in the opinion of the Agency, is~~ **are** recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, ~~in the opinion of the Agency,~~ no such additional days ~~is~~ are recognized as a provincial or civic holiday, **the third (3rd) Monday in February and** the first Monday in August,

**ARTICLE 28
RELIGIOUS OBSERVANCE**

Amend to read:

28.01 The Agency shall make every reasonable effort to accommodate an employee who requests time off to fulfil her/his **traditional** obligations.

28.02 Total leave with pay granted under this Article shall not exceed twenty-two and one half (22.5) or twenty-four (24) hours (according to the Hours of Work Code) in a fiscal year.

~~28.02 Employees may, in accordance with the provisions of this agreement, request annual leave, compensatory leave, leave without pay for other reasons or a shift exchange (in the case of a shift worker) in order to fulfil their religious obligations.~~

~~28.03 Notwithstanding clause 28.02, at the request of the employee and at the discretion of the Agency, time off with pay may be granted to the employee in order to fulfil her/his religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Agency. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Agency.~~

28.03 An employee who intends to request leave or time off under this article must give notice to the Agency as far in advance as possible but no later than four (4) weeks before the requested period of absence, **however the Employer agrees to accommodate requests for leave for regular observances for which four (4) weeks notice may not be practicable.**

**ARTICLE 32
VACATION LEAVE WITH PAY**

Amend to read:

32.01 The vacation year shall be from April 1st to March 31st, inclusive, of the following calendar year.

Accumulation of Vacation Leave Credits

32.02 For each calendar month in which an employee has earned at least seventy-five (75) or eighty (80) hours' pay (in accordance with the Hours of Work Code), the employee shall earn vacation leave credits as follows:

- (a) nine decimal three seven five (9.375) or ten (10) hours (in accordance with the Hours of Work Code) until the month in which the anniversary of the employee's eighth (8th) year of service occurs;
- (b) twelve decimal five (12.5) or thirteen decimal three three (13.33) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
- (c) thirteen decimal seven five (13.75) or fourteen decimal six seven (14.67) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's ~~sixteenth (16th)~~ **tenth (10th)** anniversary of service occurs;
- (d) fourteen decimal three seven five (14.375) or fifteen decimal three three (15.33) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's ~~seventeenth (17th)~~ **eleventh (11th)** anniversary of service occurs;
- (e) fifteen decimal six two five (15.625) or sixteen decimal six seven (16.67) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's ~~eighteenth (18th)~~ **twelfth (12th)** anniversary of service occurs;
- (f) sixteen decimal eight seven five (16.875) or eighteen (18) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's ~~twenty-seventh (27th)~~ **twentieth** anniversary of service occurs;
- (g) eighteen decimal seven five (18.75) or twenty (20) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.

Note: The Union proposes that these changes be incorporated in Article 56.09.

**ARTICLE 34
COMPENSATORY LEAVE WITH PAY**

Amend to read:

34.01

- (a) All overtime, traveling time compensated at overtime rates, standby, call back and reporting pay, and premium pay for time worked on a designated paid holiday shall be compensated in cash except where, upon request of an employee, ~~and with the approval of the Agency,~~ it may be compensated in equivalent leave with pay.

34.02 Where, in respect of any period of compensatory leave, an employee is granted:

- (a) bereavement leave with pay,
or
- (b) leave with pay because of illness in the immediate family on production of a medical certificate ,
or
- (c) sick leave on production of a medical certificate,
or
- (d) Court Leave,**

the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Agency, or reinstated for use at a later date.

ARTICLE 35
MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

Amend to read:

35.01 Up to three decimal seven five (3.75) or four (4) hours **per appointment** (according to the Hours of Work Code) of reasonable time off with pay will be granted to pregnant employees for the purpose of attending ~~routine~~ medical appointments.

~~**35.02** Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.~~

ARTICLE 36
INJURY-ON-DUTY LEAVE

Amend to read:

36.01 An employee shall be granted injury-on-duty leave with pay ~~for such period as may be reasonably determined by the Agency~~ when a claim has been made pursuant to the *Government Employees' Compensation Act*, and a Workers' Compensation authority has notified the Agency that it has certified that the employee is unable to work because of:

- (a) personal injury accidentally received in the performance of his or her duties and not caused by the employee's willful misconduct, or
- (b) an industrial illness or a disease arising out of and in the course of the employee's employment,

if the employee agrees to remit to the Receiver General of Canada any amount received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

**ARTICLE 37
MATERNITY AND PARENTAL LEAVE WITHOUT PAY**

Amend to read:

37.02 Maternity And/Or Parental Allowance

(a) An employee who has been granted maternity and/or parental leave without pay, shall be paid an allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described below providing: ~~he or she:~~

~~—— (i) has completed six (6) months of continuous employment before the commencement of the leave;~~

(ii) provides the Agency with proof of application for and receipt of maternity, parental, paternity or adoption benefits in accordance with the Employment Insurance Plan or the Quebec Parental Insurance Plan in respect of insurable employment with the Employer, and

~~—— (iii) signed an agreement with the Agency stating that he or she will return to work following the approved leave period (unless modified by a period of other approved leave) for a period equal to that for which an allowance was paid.~~

~~(b) Should an employee fail to return to work or fail to work the period specified in subsection (a) (iii), the employee shall repay to the Agency on a pro-rata basis as follows:~~

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

~~(c) The repayment provided for in (b) 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 (a)(iii);~~

~~(iv) the end of a specified period of employment if the employee is rehired by the Agency or another organization listed in Schedules I or IV of the *Financial*~~

~~Administration Act, or the Canadian Food inspection Agency or the Canada Revenue Agency within ninety (90) days following the end of the specified period of employment, and who fulfills the obligations specified in section (a)(iii);~~

~~(v) — having become disabled as defined in the *Public Service Superannuation Act*; or~~

~~(vi) — the employee taking a position with an organization listed in Schedules I, IV or V of the *Financial Administration Act* that fulfills the obligations specified in section (a)(iii).~~

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

ARTICLE 38
MATERNITY-RELATED REASSIGNMENT OR LEAVE

Amend to read:

38.05 Where the Agency 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 Agency 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.

ARTICLE 39
LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY

Amend to read:

~~**39.02** For the purpose of this article, family is defined as spouse (or common-law spouse resident with the employee), children (including foster children or children of legal or common-law spouse) parents (including stepparents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides.~~

~~**39.03** Subject to paragraph 39.02, a~~ An employee shall be granted leave without pay for the Care of Immediate Family, **as defined in Article 2**, in accordance with the following conditions;

- (a) an employee shall notify the Agency in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
- (b) leave granted under this article shall be for a minimum period of three (3) weeks;
- (c) the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the Public Service;
- (d) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.
- (e) **Compassionate Care Leave**
 - (i) Notwithstanding paragraphs ~~39.02~~, 39.03(b) and (d) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.
 - (ii) Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.
 - (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.

- (v) for each week the employee receives a Compassionate Care benefit under the Employment Insurance Plan, he or she shall receive the difference between ninety-three per cent (93%) of his or her weekly rate and the Compassionate Care benefit.**

**ARTICLE 40
LEAVE WITH PAY FOR
FAMILY-RELATED RESPONSIBILITIES**

Amend to read:

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

40.02 The total leave with pay which may be granted under this article shall not exceed ~~thirty seven decimal five (37.5) or forty (40) hours~~ **seventy five (75) or eighty (80) hours** (according to the Hours of Work Code) in a fiscal year.

ARTICLE 42
MARRIAGE SPOUSAL UNION LEAVE WITH PAY

Amend to read:

42.01 After the completion of one (1) year's continuous employment in the Public Service, and providing an employee gives the Agency at least five (5) days' notice, the employee shall be granted thirty-seven decimal five (37.5) or forty (40) hours (according to the Hours of Work Code) ~~marriage~~ **spousal union** leave with pay for the purpose of getting ~~married~~ **declaring a spousal union**.

42.02 Where same-sex marriage is not available and after the completion of one (1) year's continuous employment in the Public Service, and providing an employee gives the Agency at least five (5) days' notice and a sworn affidavit certifying to the spousal union, the employee shall be granted thirty-seven decimal five (37.5) or forty (40) hours (according to the Hours of Work Code) ~~marriage~~ **spousal union** leave with pay for the purpose of participating in a public commitment ceremony with a person of the same sex.

ARTICLE 44 BEREAVEMENT LEAVE WITH PAY

Amend to read:

~~44.01 For the purpose of this Article, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse, child (including child of spouse), stepchild or ward of the employee, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle and relative permanently residing in the employee's household or with whom the employee permanently resides.~~

44.02 When a member of the employee's immediate family dies **as defined in Article 2**, an employee shall be entitled to a bereavement period of seven (7) ~~consecutive~~ **calendar working** days. Such bereavement period, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period, the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death. **When the immediate family member of an employee is the spouse or child of the employee, an employee shall be granted an additional fifteen (15) working days of leave with pay.**

~~44.03 An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her son-in-law, daughter-in-law, brother-in-law or sister-in-law.~~

**ARTICLE 47
EDUCATION AND CAREER DEVELOPMENT LEAVE**

Amend to read:

47.10 The parties to this agreement share a desire to improve professional standards by giving the employees the opportunity ~~on occasion~~:

- (a) to participate in workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields;
- (b) to conduct research or perform work related to their normal research programs in institutions or locations other than those of the Agency;
- (c) to carry out research in the employee's field of specialization not specifically related to assigned work projects when in the opinion of the Agency such research is needed to enable the employee to perform the employee's assigned role. **Therefore:**
- (d) An employee, in consultation with the Employer, may apply at any time for professional development under this clause, and the Employer shall make a reasonable effort to grant such professional assignments subject to operational requirements;**
- (e) An employee may be selected by the Employer for such development under this clause, in which case the Employer will consult with the employee before determining the location and duration of the program of work or studies to be undertaken;**
- (f) An employee selected for professional development under this clause will continue to receive the employee's normal compensation including any increase or improvement for which the employee may become eligible;**
- (g) An employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate;**
- (h) The Employer will ensure the availability for office use of such professional publications as are related to the employees' fields of specialization;**
- (i) The parties to this Agreement acknowledge the mutual benefits to be derived from consultation on Career Development, and agree to consult on this issue at the departmental and local union level, subject to the provisions of Article 18, Joint Consultation.**

The Union wishes to discuss the application of this Article as it pertains to, but not limited to, the following items:

- 1) The lack of identification of training budgets for the Fiscal Year*
- 2) The lack of equal access to all employees to training required to remain in their current positions*
- 3) Withholding of mandatory training due to budget restraints*
- 4) Availability of First Aid training to employees at their request*

ARTICLE 48
LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

Amend to read:

48.02 ~~Volunteer and Personal Leave~~

- (a) Subject to operational requirements as determined by the Agency and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year:
- (i) ~~seven decimal five (7.5) or eight (8) hours~~ **fifteen (15) or sixteen (16) hours** (in accordance with the Hours of Work Code) of leave with pay for reasons of a personal nature;
 - (ii) ~~seven decimal five (7.5) or eight (8) hours (in accordance with the Hours of Work Code) of leave with pay to work as a volunteer for a charitable or community organization or activity, other than activities related to the Government of Canada Workplace Charitable Campaign.~~
- (b) For employees who work less than twelve (12) weeks in a fiscal year, the total entitlement shall be seven decimal five (7.5) or eight (8) hours (in accordance with the Hours of Work Code) of leave in accordance with subparagraph (a) (i).
- (c) The leave will be scheduled at times convenient to both the employee and the Agency. Nevertheless, the Agency shall make every reasonable effort to grant leave at such times as the employee may request.

48.XX Pre-retirement transition leave

Reserve pending discussion with Employer concerning its policy.

48.XX Self-funded leave

Reserve pending discussion with Employer concerning its policy.

48.XX Leave with income averaging

Reserve pending discussion with Employer concerning its policy.

**ARTICLE 54
MEMBERSHIP FEES**

The Union reserves the right to table language to include all professional designations under Article 54.02.

**ARTICLE 56
PART-TIME EMPLOYEES**

Amend to read:

General

56.03 Part-time employees are entitled to overtime compensation in accordance with subparagraphs ~~(b) and (c)~~ **(a)** of the overtime definition in paragraph 2.01.

The Union reserves the right to submit additional proposals on this and other Articles relating to part-time employees.

**ARTICLE 58
PAY ADMINISTRATION**

Amend to read:

58.07 Acting Pay

- (a) When an employee is required by the Agency to substantially perform the duties of a higher classification level in an acting capacity and performs those duties **for a period of at least one (1) full working day/shift,**
- (i) ~~if she/he falls under letter code "X" (as defined in the Hours of Work Code), for a period of at least three (3) consecutive working days/shifts;~~
- (ii) ~~if she/he falls under the letter code "Y" (as defined in the Hours of Work Code), for a period of at least one (1) full working day/shift;~~

the employee shall be paid acting pay calculated from the date on which she/he commenced to act as if she/he had been appointed to that higher classification for the period in which she/he acts.

- (b) When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.

Add new:

- (c) **An indeterminate employee who is required to act at a higher occupational group and level for period of six (6) weeks or more, shall receive an increment at the higher group and level after having reached fifty-two (52) weeks of cumulative service at the same occupational group and level at the Agency.**
- (d) **For the purpose of defining when an indeterminate employee will be entitled to go to the next salary increment of the acting position, "cumulative" means all periods of acting experience of six (6) weeks or more, with the Agency at the same occupational group and level.**

Add new 58.10

58.10 In the event that an employee is not paid any monies owed by the Agency pursuant to this collective agreement, through no fault of the employee, the Agency shall be liable to compensate the affected employee(s) at the rate of two percent (2%) per thirty (30) day period that monies owed are outstanding. This

clause in no way relieves the Agency's obligation to pay employees in a timely manner.

**ARTICLE 61
DURATION**

Amend to read:

61.01 The duration of this collective agreement shall be from the date it is signed to ~~August 4th 2014~~ **XX/XX/XXXX (RESERVE)**

61.02 Unless otherwise expressly stipulated, the provisions of this agreement shall become effective ~~on the date it is signed~~ **on the first day of this agreement coming into effect.**

**NEW ARTICLE
CHILD CARE**

The Union reserves the right to propose language on the creation of a national joint union-management committee to review the child care needs of PSAC members, research the availability of quality child care meeting those needs, and develop specific proposals to increase availability of workplace child care centers across the country through employer funding.

The Union further reserves the right to table a demand concerning the introduction of workplace daycare.

**NEW ARTICLE
NO CONTRACTING OUT**

XX.01 There shall be no contracting out or privatisation of bargaining unit work, except by explicit mutual agreement in writing between the Union and the Employer.

XX.02 The employer shall bring all currently sub-contracted bargaining unit work back into the bargaining unit. The parties shall meet within ninety (90) days of ratification to ensure full compliance with this Article.

**NEW ARTICLE
MEDICAL APPOINTMENT**

Medical or Dental Appointments

xx.01 Employees shall make every reasonable effort to schedule medical or dental appointments on their own time. However, in the event that medical or dental appointments cannot be scheduled outside of working hours, employees shall be granted leave with pay to attend medical or dental appointments.

**NEW ARTICLE
SENIORITY RIGHTS**

**The Union reserves the right to introduce proposals regarding a new Article –
SENIORITY RIGHTS.**

**NEW ARTICLE
SOCIAL JUSTICE FUND**

The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such a contribution will be made for all hours worked by each employee in the bargaining unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letter Patent of the PSAC Social Justice Fund.

**NEW ARTICLE
SEASONAL EMPLOYEES**

**The Union reserves the right to introduce proposals regarding a new Article –
SEASONAL EMPLOYEES.**

ANNUAL RATES OF PAY and ALLOWANCES

RESERVE

APPENDIX "E"
SPECIAL CONDITIONS APPLICABLE TO CANAL OPERATING EMPLOYEES

The Union reserves the right to introduce proposals regarding APPENDIX "E".

**APPENDIX K
WORK FORCE ADJUSTMENT**

The Union reserves the right to introduce proposals regarding APPENDIX “K”.

**APPENDIX “O”
STUDENT EMPLOYMENT**

The Union reserves the right to introduce proposals regarding APPENDIX “O”.

NATIONAL JOINT COUNCIL

The Union reserves the right to introduce proposals regarding the NJC following discussions with the Agency on this subject.