

TREASURY BOARD NEGOTIATIONS 2014

Program and Administrative Services (PA)

Bargaining Proposals

July 2014

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.

This document represents bargaining proposals of the Public Service Alliance of Canada for this round of negotiations with Treasury Board for the Program and Administrative Services (PA) bargaining unit. 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 add to, amend, modify, and withdraw its proposals at any time during Collective Bargaining, to introduce counter-proposals to the Employer's demands, and to introduce new demands that might emerge from discussions at the bargaining table or from new information obtained during negotiations.

Where the word RESERVE appears, it means that the Union reserves the right to make proposals 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.

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 proposals after receiving this information.

ARTICLE 2 INTERPRETATION AND DEFINITIONS

Amend as follows:

“family” (*famille*) 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 spouse resident with the employee), child (including child of common-law partner), stepchild or ward of the employee, grandchild, father-in-law, mother-in-law, **sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew**, the employee’s grandparents, **any person for whom the employee has legal responsibility** , and **any person** relative permanently residing in the employee’s household or with whom the employee permanently resides.

The Union RESERVES the right to table demands regarding a definition of operational requirements.

ARTICLE 10 INFORMATION

Amend as follows:

10.01 The Employer agrees to supply the Alliance and the local, on a monthly basis, with a list of all employee movements (in, out, actings, etc.) in the bargaining unit. The list referred to herein shall include the name, employing department, geographical location, and classification of the employee, and shall be provided within one (1) month following the termination of each month. As soon as practicable, the Employer agrees to add to the above list the date of appointment for new employees. ~~each quarter with the name, geographic location and classification of each new employee.~~

10.02 The Employer agrees to supply each employee with a copy of this Agreement and will endeavour to do so within one (1) month after receipt from the printer.

**ARTICLE 11
CHECKOFF**

The Union RESERVES the right to table demands regarding this article.

ARTICLE 12
USE OF EMPLOYER FACILITIES

The Union reserves the right to table further demands regarding the use of Employer facilities.

ARTICLE 14
LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

The Union RESERVES the right to table demands regarding this article.

ARTICLE 17 DISCIPLINE

Amend as follows:

- 17.01** When an employee is suspended from duty or terminated in accordance with paragraph 12(1)(c) of the *Financial Administration Act*, the Employer undertakes to notify the employee in writing of the reason for such suspension or termination. The Employer shall endeavour to give such notification at the time of suspension or termination.
- 17.02** When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary, **administrative or investigative** hearing concerning him or her or to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Alliance attend the meeting. **The supervisor must remind the employee of his or her right to have a representative of the Alliance accompany him or her.** ~~Where practicable,~~ The employee **and his/her Alliance representative** shall receive a minimum of ~~one (1)~~ **two (2)** day's notice of such a meeting.
- 17.03** The Employer shall notify the local representative of the Alliance as soon as possible that such suspension or termination has occurred.
- 17.04** The Employer 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.
- 17.05** 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 **one (1)** ~~two (2)~~ years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.
- 17.06** **No employee shall suffer any loss in wages or benefits afforded under this Agreement while on investigatory suspension.**
- 17.07** **There shall be no discipline or threat of discipline for exercising, in good faith, any rights under Part 2 of the Canada Labour Code. For the purposes of this article, a ministerial declaration alone does not constitute proof of bad faith.**

ARTICLE 18
GRIEVANCE PROCEDURE

The Union **RESERVES** the right to table demands regarding this article.

ARTICLE 19 NO DISCRIMINATION

Amend as follows:

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, marital status,** family status, mental **disability (which includes learning and cognitive disabilities),** ~~or~~ physical disability, **political activity**, membership or activity in the Alliance, ~~marital status~~ or a conviction for which a pardon has been granted.

ARTICLE 20 SEXUAL HARASSMENT

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 ~~sexual~~ harassment, **abuse of authority and bullying** and agree that ~~sexual~~ harassment, **abuse of authority and bullying** will not be tolerated in the workplace.

20.02 Definitions:

- a) **Harassment and bullying are 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 incident of such behaviour that has harmful effect on an employee may also constitute harassment. For greater certainty, this definition includes sexual 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.**

The Union RESERVES the right to propose language concerning workplace surveillance and workplace violence.

~~20.02~~ **20.03**

- (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.

The Union RESERVES the right to propose language concerning timeline for complaints.

~~20.03~~ **20.04**

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

~~20.04~~ 20.05

Upon request by the complainant(s) and/or respondent(s), 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*.

20.06

- a) **No Employee against whom an allegation of discrimination or harassment has been made shall be subject to any disciplinary measure before the completion of any investigation into the matter, but may be subject to other interim measures where necessary.**
- b) **If at the conclusion of any investigation, an allegation of misconduct under this Article is found to be unwarranted, all records related to the allegation and investigation shall be removed from the employee's file.**

**ARTICLE 22
HEALTH AND SAFETY**

The Union RESERVES the right to propose language regarding this article.

ARTICLE 25 HOURS OF WORK

Amend as follows:

Excluded Provisions

Clauses 25.13 to 25.23 inclusive, pertaining to shift work, do not apply to employees classified as IS. In the case of employees classified as WP, these clauses apply only to employees of the Correctional Service of Canada who are employed in Community Correctional Centres and to those employed in higher security institutions in leisure, social, cultural or athletic activities as well as those who are providing Dialectical Behaviour Therapy (DBT).

Alternate Provisions

- (i) This Article does not apply to certain employees classified as ST, CR and AS (see provisions of Appendix B).*
- (ii) The standard shift schedule described in clause 25.17 does not apply to certain employees classified as WP.*

General

25.01 For the purpose of this Article:

- (a) the week shall consist of seven (7) consecutive days beginning at 00:00 hours on Monday morning and ending at 24:00 hours on Sunday;
- (b) the day is a twentyfour (24) hour period commencing at 00:00 hours.

25.02 Nothing in this Article shall be construed as guaranteeing minimum or maximum hours of work. In no case shall this permit the Employer to reduce the hours of work of a fulltime employee permanently.

25.03 The employees may be required to register their attendance in a form or in forms to be determined by the Employer. **Employees are not required to register attendance by means of a punch clock.**

25.04 It is recognized that certain operations require some employees to stay on the job for a full scheduled work period, inclusive of their meal period. In these operations, such employees will be compensated for their meal period in accordance with the applicable overtime provisions.

25.05 a) The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day ~~except on occasions when operational requirements do not permit.~~

b) The Employer will provide an additional five (5) minute rest period per hour for employees who work in frontline customer service and call-centres.

Day Work

25.06 Except as provided for in clauses 25.09, 25.10 and 25.11:

- (a) the normal workweek shall be thirtyseven decimal five (37.5) hours from Monday to Friday inclusive; and
- (b) the normal workday shall be seven decimal five (7.5) consecutive hours, exclusive of a lunch period, between the hours of 7 a.m. and 6 p.m.

The Union RESERVES the right to make a proposal on scheduling of hours of work by seniority.

25.07 Employees shall be informed by written notice of their scheduled hours of work. Any changes to the scheduled hours shall be by written notice to the employee(s) concerned.

25.08 Flexible Hours

Subject to operational requirements, an employee on day work shall have the right to select and request flexible hours between 7 a.m. and 6 p.m. and such request shall not be unreasonably denied.

25.09 Variable Hours

(a) Notwithstanding the provisions of clause 25.06, upon request of an employee ~~and with the concurrence of the Employer~~, an employee may complete the weekly hours of employment in a period of other than five (5) full days, provided that, over a period of fourteen (14), twentyone (21) or twentyeight (28) calendar days, the employee works an average of thirtyseven decimal five (37.5) hours per week. **Such request shall not be unreasonably denied.**

(b) In every fourteen (14), twentyone (21) or twentyeight (28) day period, the employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.

(c) Employees covered by this clause shall be subject to the variable hours of work provisions established in clauses 25.24, **25.25** and ~~to~~ 25.27.

(d) Employees may request to move their scheduled compressed day off to another day within their compressed schedule, and such request shall not be unreasonably denied.

25.10 Summer and Winter Hours

The weekly and daily hours of work may be varied by the Employer following consultation with the Alliance to allow for summer and winter hours, provided the annual total of hours is not changed.

25.11

- (a) Where hours of work other than those provided in clause 25.06 are in existence when this Agreement is signed, the Employer, on request, will consult with the Alliance on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service.
- (b) Where hours of work are to be changed so that they are different from those specified in clause 25.06, the Employer, except in cases of emergency, will consult in advance with the Alliance on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service. In no case shall the hours under clause 25.06 extend before 6 a.m. or beyond 9 p.m. or alter the Monday to Friday workweek or the seven decimal five (7.5) consecutive hour workday.
- (c) Within five (5) days of notification of consultation served by either party, the parties shall notify one another in writing of the representative authorized to act on their behalf for consultation purposes. Consultation will be held at the local level for fact-finding and implementation purposes.
- (d) It is understood by the parties that this clause will not be applicable in respect of employees whose workweek is less than thirtyseven decimal five (37.5) hours per week.

25.12

- (a) An employee on day work whose hours of work are changed to extend before or beyond the stipulated hours of 7 a.m. and 6 p.m., as provided in paragraph 25.06(b), and who has not received at least seven (7) days' notice in advance of the starting time of such change shall be paid for the first (1st) day or shift worked subsequent to such change at the rate of time and onehalf (1 1/2) for the first seven decimal five (7.5) hours and double (2) time thereafter. Subsequent days or shifts worked on the revised hours shall be paid for at straight-time rate, subject to Article 28, Overtime.

(b) Late-Hour Premium

An employee who is not a shift worker and who completes his workday in accordance with the provisions of paragraph 25.11(b) shall receive a late-hour premium of seven dollars (\$7) per hour for each hour worked before 7 a.m. and after 6 p.m. The late-hour premium shall not apply to overtime hours.

Shift Work

25.13 When, because of operational requirements, hours of work are scheduled for employees on a rotating or irregular basis, they shall be scheduled so that employees, over a period of not more than fiftysix (56) calendar days:

- (a) on a weekly basis, work an average of thirtyseven decimal five (37.5) hours and an average of five (5) days;
- (b) work seven decimal five (7.5) consecutive hours per day, exclusive of a onehalf (1/2) hour meal period;
- (c) obtain an average of two (2) days of rest per week;
- (d) obtain at least two (2) consecutive days of rest at any one time except when days of rest are separated by a designated paid holiday which is not worked; the consecutive days of rest may be in separate calendar weeks.

25.14 The Employer will make every reasonable effort:

- (a) not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift;
- and
- (b) to avoid excessive fluctuation in hours of work.

NEW Scheduling by Seniority

Where the Employer schedules work that begins or ends between the hours of 6 p.m. and 7 a.m., the Employer shall solicit employees every six (6) months for volunteers to work such hours. In the event that there are more volunteers than required, the Employer shall award these working hours in order of seniority, as defined in Article 34.03. In the event that there are fewer volunteers than required, the Employer shall assign these shifts in reverse order of seniority.

For greater clarity, such provisions shall apply to the following articles: 25.10, 25.11, 25.13 and 25.23.

25.15 The staffing, preparation, posting and administration of shift schedules is the responsibility of the Employer.

25.16 The Employer shall set up a master shift schedule for a fiftysix (56) day period, posted fifteen (15) days in advance, which will cover the normal requirements of the work area.

25.17 Except as provided for in clauses 25.22 and 25.23, the standard shift schedule is:

- (a) 12 midnight to 8 a.m., 8 a.m. to 4 p.m., and 4 p.m. to 12 midnight

or, alternatively,

- (b) 11 p.m. to 7 a.m., 7 a.m. to 3 p.m., and 3 p.m. to 11 p.m.

Alternate Provision

For employees of the Correctional Service of Canada classified as WP employed in Community Correctional Centres and those employed in higher security institutions in leisure, social, cultural or athletic activities, shifts shall not commence earlier than 7 a.m. or end later than 11 p.m.

25.18 A specified meal period shall be scheduled as close to the midpoint of the shift as possible. It is also recognized that the meal period may be staggered for employees on continuous operations. However, the Employer will make every effort to arrange meal periods at times convenient to the employees.

25.19

(a) Where an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:

- (i) on the day it commenced, where half (1/2) or more of the hours worked fall on that day;

or

- (ii) on the day it terminates, where more than half (1/2) of the hours worked fall on that day.
- (b) Accordingly, the first (1st) day of rest will be considered to start immediately after midnight of the calendar day on which the employee worked or is deemed to have worked his or her last scheduled shift, and the second (2nd) day of rest will start immediately after midnight of the employee's first (1st) day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

25.20

- (a) An employee who is required to change his or her scheduled shift without receiving at least seven (7) days' notice in advance of the starting time of such change in his or her scheduled shift shall be paid for the first (1st) shift worked on the revised schedule at the rate of time and onehalf (1 1/2) for the first (1st) seven decimal five (7.5) hours and double (2) time thereafter. Subsequent shifts worked on the revised schedule shall be paid for at straight-time rate, subject to Article 28, Overtime.
- (b) Every reasonable effort will be made by the Employer to ensure that the employee returns to his or her original shift schedule and returns to his or her originally scheduled days of rest for the duration of the master shift schedule without penalty to the Employer.

25.21 Provided sufficient advance notice is given, the Employer may:

- (a) authorize employees to exchange shifts if there is no increase in cost to the Employer;
and
- (b) notwithstanding the provisions of paragraph 25.13(d), authorize employees to exchange shifts for days of rest if there is no increase in cost to the Employer.

25.22

- (a) Where shifts other than those provided in clause 25.17 are in existence when this Agreement is signed, the Employer, on request, will consult with the Alliance on such hours of work and, in such consultation, will establish that such shifts are required to meet the needs of the public and/or the efficient operation of the service.
- (b) Where shifts are to be changed so that they are different from those specified in clause 25.17, the Employer, except in cases of emergency, will consult in advance with the Alliance on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service.
- (c) Within five (5) days of notification of consultation served by either party, the parties shall notify one another in writing of the representative authorized to act on their behalf for consultation purposes. Consultation will be held at the local level for fact-finding and implementation purposes.

25.23 Variable Shift Schedule Arrangements

- (a) Notwithstanding the provisions of clauses 25.06 and 25.13 to 25.22 inclusive, consultation may be held at the local level with a view to establishing shift schedules which may be different from those established in clauses 25.13 and 25.17. Such consultation will include all aspects of arrangements of shift schedules.

- (b) Once a mutually acceptable agreement is reached at the local level, the proposed variable shift schedule will be submitted at the respective Employer and Alliance headquarters levels before implementation.
- (c) Both parties will endeavour to meet the preferences of the employees in regard to such arrangements.
- (d) It is understood that the flexible application of such arrangements must not be incompatible with the intent and spirit of provisions otherwise governing such arrangements. Such flexible application of this clause must respect the average hours of work over the duration of the master schedule and must be consistent with operational requirements as determined by the Employer.
- (e) Employees covered by this clause shall be subject to the provisions respecting **line selection established in clause 25.23 and** variable hours of work established in clauses 25.24 to 25.27 inclusive.

NEW

- (a) **In the event a line on a schedule becomes vacant, the Employer will reassess its scheduling requirement. Should the line still be required, the Employer will review the qualifications required prior to canvassing all employees covered by this specific schedule. Should more than one employee meeting the qualifications required select the same line on the schedule, years of service as defined in clause 34.03 will be used as the determining factor to allocate the line.**
- (b) **Should no employee covered by this specific schedule select the vacant line, the line shall then be offered to employees meeting the qualifications required working in the same workplace but under a different schedule. Should more than one employee meeting the qualifications required select the same line on the schedule, years of service as defined in clause 34.03 will be used as the determining factor to allocate the line.**
- (c) **Should no employee meeting the criteria in (a) and (b) above select the vacant line, the line shall then be offered to employees working in the same region as the vacant line. Should more than one employee meeting the qualifications required select the same line on the schedule, years of service as defined in clause 34.03 will be used as the determining factor to allocate the line.**

Terms and Conditions Governing the Administration of Variable Hours of Work

25.24 The terms and conditions governing the administration of variable hours of work implemented pursuant to clauses 25.09, 25.10 and 25.23 are specified in clauses 25.24 to 25.27 inclusive. This Agreement is modified by these provisions to the extent specified herein.

25.25 Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

25.26

- (a) The scheduled hours of work of any day as set forth in a variable schedule specified in clause 25.24 may exceed or be less than seven decimal five (7.5) hours; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer; and the daily hours of work shall be consecutive.
- (b) Such schedules shall provide for an average of thirtyseven decimal five (37.5) hours of work per week over the life of the schedule.
 - (i) The maximum life of a shift schedule shall be six (6) months.
 - (ii) The maximum life of other types of schedule shall be twentyeight (28) days except when the normal weekly and daily hours of work are varied by the Employer to allow for summer and winter hours in accordance with clause 25.10, in which case the life of a schedule shall be one (1) year.
 - (iii) The maximum life of a schedule for officers working for the Canadian PariMutuel Agency shall be one (1) year.
- (c) Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

25.27 Specific Application of This Agreement

For greater certainty, the following provisions of this Agreement shall be administered as provided for herein.

- (a) **Interpretation and Definitions (clause 2.01)**
“Daily rate of pay” shall not apply.
- (b) **Minimum Number of Hours Between Shifts**
Paragraph 25.14(a), relating to the minimum period between the termination and commencement of the employee’s next shift, shall not apply.
- (c) **Exchange of Shifts (clause 25.21)**
On exchange of shifts between employees, the Employer shall pay as if no exchange had occurred.
- (d) **Overtime (clauses 28.05 and 28.06)**
Overtime shall be compensated for all work performed in excess of an employee’s scheduled hours of work on regular working days or on days of rest at **double (2) time**. ~~time and threequarters (1 3/4).~~
- (e) **Designated Paid Holidays (clause 30.08)**
 - (i) A designated paid holiday shall account for **all scheduled hours** ~~seven decimal five (7.5) hours~~.
 - (ii) When an employee works on a designated paid holiday, the employee shall be compensated, in addition to the pay for the hours specified in subparagraph (i), at ~~time and onehalf (1 1/2) up to his or her regular scheduled hours worked and~~ **at double (2) time** for all hours worked ~~in excess of his or her regular scheduled hours~~.
 - (iii) **The compensation provided to the employee shall be in cash or the equivalent of leave with pay at the request of the employee.**
- (f) **Travel**

Overtime compensation referred to in clause 32.06 shall only be applicable on a workday for hours in excess of the employee's daily scheduled hours of work.

(g) **Acting Pay**

The qualifying period for acting pay as specified in paragraph 64.07(a) shall be converted to hours.

(h) **Leave**

(i) Earned leave credits or other leave entitlements shall be equal to seven decimal five (7.5) hours per day.

(ii) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.

ARTICLE 28 OVERTIME

Amend as follows:

Excluded Provisions

28.01 *Compensation under this Article shall not be paid for overtime worked by an employee at courses, training sessions, conferences and seminars unless the employee is required to attend by the Employer.*

Alternate Provisions

28.02 *This Article does not apply to certain employees classified as ST, CR or AS (see provisions of Appendix B).*

28.03 General

- (a) An employee is entitled to overtime compensation under clauses 28.05 and 28.06 for each completed period of fifteen (15) minutes of overtime worked by him or her when:
 - (i) the overtime work is authorized in advance by the Employer or is in accordance with standard operating instructions;
 - and
 - (ii) the employee does not control the duration of the overtime work.
- (b) Employees shall record starting and finishing times of overtime work in a form determined by the Employer.
- (c) For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.
- (d) Payments provided under the overtime, designated paid holidays and standby provisions of this Agreement shall not be pyramided, that is, an employee shall not be compensated more than once for the same service.

28.04 The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day.

28.045 Assignment of Overtime Work

- (a) Subject to operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to offer overtime work on an equitable basis among readily available qualified employees.
- (b) Except in cases of emergency, callback or mutual agreement with the employee, the Employer shall, wherever possible, give at least four (4) hours' notice of any requirement for overtime work.

28.056 Overtime Compensation on a Workday

Subject to paragraph 28.03(a):

(a) An employee who is required to work overtime on his or her scheduled workday is entitled to compensation at time and onehalf (1 1/2) for the first seven decimal-five (7.5) consecutive hours of overtime worked and at double (2) time for all overtime hours worked in excess of seven decimal five (7.5) consecutive hours of overtime in any contiguous period.

Additional Provision (WP)

In the case of an emergency as determined by the Employer, when an employee classified as WP is required to work more than twentyfour (24) consecutive hours, the employee shall be compensated at the rate of double (2) time for all hours continuously worked in excess of twentyfour (24) hours.

- (b) If an employee is given instructions during the employee's workday to work overtime on that day and reports for work at a time which is not contiguous to the employee's scheduled hours of work, the employee shall be paid a minimum of two (2) hours' pay at straighttime rate or for actual overtime worked at the applicable overtime rate, whichever is the greater.
- (c) An employee who is called back to work after the employee has completed his or her work for the day and has left his or her place of work, and who returns to work shall be paid the greater of:
- (i) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each callback, to a maximum of eight (8) hours' compensation in an eight (8) hour period; such maximum shall include any reporting pay pursuant to paragraph (b) or its alternate provision,
 - or
 - (ii) compensation at the applicable overtime rate for actual overtime worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.
- (d) The minimum payment referred to in subparagraph (c)(i) does not apply to parttime employees. Parttime employees will receive a minimum payment in accordance with clause 62.05 or 62.06.

28.067 Overtime Compensation on a Day of Rest

Subject to paragraph 28.03(a):

- (a) An employee who is required to work on a first (1st) day of rest is entitled to compensation at time and onehalf (1 1/2) for the first (1st) seven decimal five (7.5) hours and double (2) time thereafter.
- ~~(b) An employee who is required to work on a second (2nd) or subsequent day of rest is entitled to compensation at double (2) time (second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest).~~
- (c) When an employee is required to report for work and reports on a day of rest, the employee shall be paid the greater of:
- (i) compensation equivalent to three (3) hours' pay at the applicable overtime rate for each reporting, to a maximum of eight (8) hours' compensation in an eight (8) hour period;
 - or

(ii) compensation at the applicable overtime rate.

- (d) The minimum payment referred to in subparagraph (c)(i) does not apply to parttime employees. Parttime employees will receive a minimum payment in accordance with clause 62.05.

28.078 Call-Back Worked from a Remote Location

An employee who receives a call to duty or responds to a telephone or data line call while on standby or at any other time outside of his or her scheduled hours of work, may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:

- (a) compensation at the applicable overtime rate for any time worked,
or
(b) compensation equivalent to one (1) hour's pay at the straighttime rate, which shall apply only the first time an employee performs work during an eight (8) hour period, starting when the employee first commences the work.

28.089 Compensation in Cash or Leave With Pay

- (a) Overtime shall be compensated in cash, except that, upon request of an employee ~~and with the approval of the Employer~~, overtime may be compensated in equivalent leave with pay.

- (b) The Employer shall endeavour to pay cash overtime compensation by the sixth (6th) week after which the employee submits the request for payment.

- ~~(c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.~~ **An employee's request for compensatory leave shall not be unreasonably denied.**

- (d) The Employer shall give an employee as much notice as is practicable and reasonable of approval, denial, alteration or cancellation of a request for compensatory leave. In the case of denial, alteration or cancellation of such leave, the Employer shall give the reason therefor in writing, upon written request from the employee.**

- ~~(e)(d) Compensatory leave with pay not used by the end of the fiscal year a-
twelve (12) month period, to be determined by the Employer, will be paid for in cash
at the employee's hourly rate of pay, at the end of the next fiscal year. as-
calculated from the classification prescribed in the certificate of appointment of his or
her substantive position at the end of the twelve (12) month period.~~

- ~~(f)(e)~~ At the request of the employee and with the approval of the Employer, accumulated compensatory leave may be paid out, in whole or in part, once per fiscal year, at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the time of the request.

28.10 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,
or
- (c) sick leave on production of a medical certificate,

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

28.0911 Meals

The Union RESERVES to make additional proposals on meal allowance.

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed his or her expenses for one meal in the amount of ten dollars (\$10) except where free meals are provided.
- (b) When an employee works overtime continuously extending **three (3)** ~~four (4)~~ hours or more beyond the period provided in paragraph (a), the employee shall be reimbursed for one additional meal in the amount of ten dollars (\$10) for each additional **three (3)** ~~four (4)~~ hour period of overtime worked thereafter except where free meals are provided.
- (c) Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.
- (d) Meal allowances under this clause shall not apply to an employee who is in travel status, which entitles the employee to claim expenses for lodging and/or meals.

28.12 Distribution of Overtime

- (a) **Opportunities for overtime shall be distributed as equitably as possible among employees in the work group for which the overtime is required, and shall be offered to employees in descending order of seniority.**
- (b) **Employees classified as term or casual will be assigned overtime only if indeterminate employees are not available to perform the required work.**
- (c) **The Employer agrees to maintain a monthly list of overtime worked, which shall be made available to the Union upon request.**

28.103 Transportation Expenses

(a) When an employee is required to report for work and reports under the conditions described in paragraphs 28.05(b), (c) and 28.06(c) and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

(i) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his or her automobile, when the employee travels by means of his or her own automobile;

or

(ii) outofpocket expenses for other means of commercial transportation.

(b) Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

ARTICLE 29 STANDBY

Amend as follows:

29.01 Where the Employer requires an employee to be available on standby during offduty hours, such employee shall be compensated at the rate of **one (1)** ~~onehalf (1/2)~~ hour for each four (4) hour period or part thereof for which the employee has been designated as being on standby duty.

29.02

- (a) An employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone number and be available to return for duty as quickly as possible if called.
- (b) In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.
- (c) No standby payment shall be granted if an employee is unable to report for duty when required.
- (d) An employee on standby who is required to report for work and reports shall be compensated in accordance with clause 28.05(c) or 28.06(c), and is also eligible for reimbursement of transportation expenses in accordance with clause 28.10.

The Union RESERVES the right to make additional proposals regarding this article.

ARTICLE 30 DESIGNATED PAID HOLIDAYS

Amend as follows:

30.01 Excluded Provisions

Certain employees classified as ST, CR and AS (see Appendix B) are excluded from clauses 30.06 to 30.09.

30.02 Subject to clause 30.03, the following days shall be designated paid holidays for employees:

- (a) New Year's Day;
- (b) **January 2nd**;
- (c) ~~(b)~~ Good Friday;
- (d) ~~(e)~~ Easter Monday;
- (e) **May 1st**;
- (f) ~~(e)~~ the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday;
- (g) ~~(e)~~ Canada Day;
- (h) ~~(f)~~ Labour Day;
- (i) ~~(g)~~ the day fixed by proclamation of the Governor in Council as a general day of thanksgiving;
- (j) ~~(h)~~ Remembrance Day;
- (k) ~~(i)~~ Christmas Day;
- (l) ~~(j)~~ Boxing Day;
- (m) ~~(k)~~ **two (2)** ~~one~~ additional days in each year that, in the opinion of the Employer, is 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 Employer, no such additional day is **days are** recognized as a provincial or civic holiday, the **third Monday in February and the first (1st) Monday in August**;
- (n) ~~(l)~~ one additional day when proclaimed by an Act of Parliament as a national holiday.

30.08

- (a) When an employee works on a holiday, he or she shall be paid **double (2) time** ~~and time and one-half (1-1/2)~~ for all hours worked ~~up to seven decimal five (7.5) hours and double (2) time thereafter~~, in addition to the pay that the employee would have been granted had he or she not worked on the holiday;

or

- (b) upon request and with the approval of the Employer, the employee may be granted:
 - (i) a day of leave with pay (straighttime rate of pay) at a later date in lieu of the holiday;and
 - (ii) pay at **double (2) time** ~~one and one-half (1-1/2)~~ times the straighttime rate of pay for all hours worked ~~up to seven decimal five (7.5) hours~~;and

~~(iii) pay at two (2) times the straighttime rate of pay for all hours worked by him or her on the holiday in excess of seven decimal five (7.5) hours.~~

ARTICLE 31 RELIGIOUS OBSERVANCE

Amend as follows:

- 31.01** The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his or her religious obligations.
- 31.02** 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 fulfill their religious obligations.
- 31.03** Notwithstanding clause 31.02, at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his or her 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 Employer. 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 Employer.
- 31.04** An employee who intends to request leave or time off under this Article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence unless, because of unforeseeable circumstances, such notice cannot be given.
- 31.05** **The Employer shall make every reasonable effort to accommodate an employee who, due to their spiritual and/or religious obligations, must take time during work hours to observe their obligations by providing a private place for that employee to use for that purpose, if requested by the employee.**

ARTICLE 32 TRAVELLING TIME

Amend as follows:

32.04 When an employee is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 32.05 and 32.06. Travelling time shall include time necessarily spent at each stopover en route, ~~provided such stopover is not longer than three (3) hours.~~

32.06 If an employee is required to travel as set forth in clauses 32.04 and 32.05:

- (a) on a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day;
- (b) on a normal working day on which the employee travels and works, the employee shall be paid:
 - (i) his regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours;
and
 - (ii) at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel, ~~with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straighttime rate of pay;~~
- (c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for **all hours in travel status.** ~~travelled, to a maximum of twelve (12) hours' pay at the straighttime rate of pay.~~

ARTICLE 34 VACATION LEAVE WITH PAY

Amend as follows:

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

Accumulation of Vacation Leave Credits

34.02 For each calendar month in which an employee has earned at least seventyfive (75) hours' pay, the employee shall earn vacation leave credits at the rate of:

Conversion Examples	
4 weeks	12.5 hours
5 weeks	15.625 hours
6 weeks	18.75 hours
7 weeks	21.875 hours
8 weeks	25 hours

- (a) ~~twelve decimal five (12.5) nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's **seven (7) eighth (8th)** year of service occurs;~~
- (b) ~~twelve decimal five (12.5) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs;~~
- (c) ~~thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;~~
- (d) ~~fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;~~
- (b) ~~(e) fifteen decimal six two five (15.625) hours commencing with the month in which the employee's **eighth (8th)** eighteenth (18th) anniversary of service occurs;~~
- (f) ~~sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twentyseventh (27th) anniversary of service occurs;~~
- (c) ~~(g) eighteen decimal seven five (18.75) hours commencing with the month in which the employee's **fourteenth (14th)** twentyeighth (28th) anniversary of service occurs.~~

(d) **twenty-one decimal eight seven five (21.875) hours commencing with the month in which the employee's twenty-first (21st) anniversary of service occurs.**

(e) **twenty-five (25) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.**

34.03

(a) (i) For the purpose of clause 34.02 only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave ~~except where a person who, on leaving the public service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay off and is reappointed to the public service within one year following the date of lay off. For greater certainty, severance payments taken under Article 63.04 to 63.07, or similar provisions in other collective agreements, do not reduce the calculation of service for persons who have not yet left the public service.~~

(ii) **For the purpose of clause 34,03(a)(i) only, any former service in the Canadian Forces for a continuous period of six months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits.**

(b) Notwithstanding paragraph (a) above, an employee who was a member of one of the bargaining units listed below on the date of signing of the relevant collective agreement or an employee who became a member of one of those bargaining units between the date of signing of the relevant collective agreement and May 31, 1990, shall retain, for the purposes of "service" and of establishing his or her vacation entitlement pursuant to this clause, those periods of former service which had previously qualified for counting as continuous employment, until such time as his or her employment in the public service is terminated.

Bargaining Units	Dates of Signing
AS, IS, PM	May 17, 1989
CM, CR, DA, OE, ST	May 19, 1989
WP	November 24, 1989

34.04 An employee is entitled to vacation leave with pay to the extent of the employee's earned credits, but an employee who has completed six (6) months of continuous employment is entitled to receive an advance of credits equivalent to the anticipated credits for the current vacation year.

Scheduling of Vacation Leave With Pay

The Union RESERVES the right to make additional proposals on this article at a future date.

34.05

(a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.

(b) Vacation scheduling:

(i) Employees will submit their annual leave requests for the summer leave period on or before April 15th, and on or before September 15th for the winter leave period. The Employer will respond to such requests no later than May 1st, for the summer leave period and no later than October 1st, for the winter holiday season leave period.

Notwithstanding the preceding paragraph, with the agreement of the Alliance, departments may alter the specified submission dates for the leave requests. If the submission dates are altered, the employer must respond to the leave request 15 days after such submission dates;

(ii) The summer and winter holidays periods are:

- for the summer leave period, between June 1 and September 30,
- for the winter holiday season leave period, from December 1 to March 31;

(iii) In cases where there are more vacation leave requests for a specific period than can be approved due to operational requirements, years of service as defined in clause 34.03 of the Agreement, shall be used as the determining factor for granting such requests. For summer leave requests, years of service shall be applied for a maximum of two weeks per employee in order to ensure that as many employees as possible might take annual leave during the summer months;

(iv) Requests submitted after April 15th for the summer leave period and on September 15th for the winter leave period shall be dealt with on a first (1st) come first (1st) served basis.

(c) ~~Subject to the following subparagraphs, T~~the Employer reserves the right to ~~schedule an employee's vacation leave but~~ shall make every reasonable effort:

(i) to provide an employee's vacation leave in an amount and at such time as the employee may request;

(ii) not to recall an employee to duty after the employee has proceeded on vacation leave;

(iii) not to cancel or alter a period of vacation or furlough leave which has been previously approved in writing.

34.06 The Employer shall give an employee as much notice as is practicable and reasonable of approval, denial, alteration or cancellation of a request for vacation or furlough leave. In the case of denial, alteration or cancellation of such leave, the Employer shall give the reason therefor in writing, upon written request from the employee.

34.07 Where, in respect of any period of vacation leave, an employee:

(a) is granted bereavement leave,

or

(b) is granted leave with pay because of illness in the immediate family,

or

(c) is granted sick leave on production of a medical certificate, the period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

34.08 Advance Payments

- (a) The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last payday before the employee's vacation period commences.
- (b) Provided the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to the commencement of leave. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

34.09 Recall From Vacation Leave

- (a) Where an employee is recalled to duty during any period of vacation or furlough leave, the employee shall be reimbursed for reasonable expenses that the employee incurs:
 - (i) in proceeding to the employee's place of duty,
 - and
 - (ii) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled,after submitting such accounts as are normally required by the Employer.
- (b) The employee shall not be considered as being on vacation leave or furlough leave during any period in respect of which the employee is entitled under paragraph (a) to be reimbursed for reasonable expenses incurred by the employee.

34.10 Cancellation or Alteration of Vacation Leave

When the Employer cancels or alters a period of vacation or furlough leave which it has previously approved in writing, the Employer shall reimburse the employee for the nonreturnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate such losses.

CarryOver and/or Liquidation of Vacation Leave

The Union RESERVES the right to make additional proposals on this article at a future date.

34.11

- (a) Where, in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave, to a

maximum of two hundred and sixtytwo decimal five (262.5) hours of credits, shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and sixtytwo decimal five (262.5) hours shall be automatically paid in cash at his or her daily rate of pay, as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.

- (b) Notwithstanding paragraph (a), if, on March 31, 1999, or on the date an employee becomes subject to this Agreement after March 31, 1999, an employee has more than two hundred and sixtytwo decimal five (262.5) hours of *unused* vacation leave credits, a minimum of seventyfive (75) hours per year shall be granted or paid in cash by March 31 of each year, commencing on March 31, 2000, until all vacation leave credits in excess of two hundred and sixtytwo decimal five (262.5) hours have been liquidated. Payment shall be in one instalment per year and shall be at the employee's daily rate of pay, as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31 of the applicable previous vacation year.

34.12 During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred and twelve decimal five (112.5) hours may be paid in cash at the employee's daily rate of pay, as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position on March 31 of the previous vacation year.

Leave to Employee's Credit When Employment Terminates

34.13 When an employee dies or otherwise ceases to be employed, the employee's estate or the employee shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation and furlough leave to the employee's credit by the daily rate of pay, as calculated from the classification prescribed in the certificate of appointment on the date of the termination of employment.

34.14 Notwithstanding clause 34.13, an employee whose employment is terminated for cause pursuant to paragraph 12(1)(e) of the *Financial Administration Act* by reason of abandonment of his or her position is entitled to receive the payment referred to in clause 34.13, if he or she requests it within six (6) months following the date upon which his or her employment is terminated.

34.15 Where the employee requests, the Employer shall grant the employee his or her unused vacation leave credits prior to termination of employment if this will enable the employee, for purposes of severance pay, to complete the first (1st) year of continuous employment in the case of lay-off, and the tenth (10th) year of continuous employment in the case of resignation.

34.16 Appointment to a Separate Agency

Notwithstanding clause 34.13, an employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* may choose not to be paid for unused vacation and furlough leave credits, provided that the appointing organization will accept such credits.

34.17 Appointment From a Separate Agency

The Employer agrees to accept the unused vacation and furlough leave credits, up to a maximum of two hundred and sixtytwo decimal five (262.5) hours, of an employee who resigns from an organization listed in Schedule **II, III and V** of the *Financial Administration Act* in order to take a position with the Employer if the transferring employee is eligible and has chosen to have these credits transferred.

34.18

- (a) An employee shall be credited a one-time entitlement of thirtyseven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 34.03.
- (b) The vacation leave credits provided in paragraph 34.18(a) above shall be excluded from the application of paragraph 34.11, dealing with the CarryOver and/or Liquidation of Vacation Leave.

ARTICLE 36
MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

Amend as follows:

Change title to “Medical Appointments for pregnant employees and employees with disabilities”

36.01 Up to three decimal seven five (3.75) hours of **required** reasonable time off with pay will be granted to pregnant employees **or persons with disabilities, or to the spouse of a pregnant or disabled person** for the purpose of attending ~~routine~~ medical appointments **related to the pregnancy or disability, or to accompany their spouse.**

~~**36.02** Where a series of continuing appointments is necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.~~

ARTICLE 37 INJURY ON DUTY LEAVE

Amend as follows:

37.01 An employee shall be granted injury on duty leave with pay for such period as ~~may be reasonably determined by the Employer~~ **certified by a Workers' Compensation authority** when a claim has been made pursuant to the *Government Employees Compensation Act* and a Workers' Compensation authority has notified the Employer 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, **vicarious trauma, or any other illness, injury** 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 for 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, provided, 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 38 MATERNITY LEAVE WITHOUT PAY

Amend as follows:

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 on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;~~

~~(B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;~~

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

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

~~however, an employee whose specified period of employment expired and who is rehired in any portion of the Core Public Administration as specified in the *Public Service Labour Relations Act* or Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).~~

- ~~(b)~~ For the purpose of sections ~~(a)(iii)(B)~~, and ~~(C)~~, periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section ~~(a)(iii)(B)~~, without activating the recovery provisions described in section ~~(a)(iii)(C)~~.
- (b)(e)** 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 the employee receives a maternity benefit under the *Employment Insurance or the Québec Parental Insurance plan*, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period.
- (c)(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 Plan maternity benefits.
- (d)(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*.
- (e)(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.
- (f)(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.
- (g)(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.
- (h)(i)** Where an employee becomes eligible for a pay increment or pay revision that would increase the maternity allowance while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (i)(j)** Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

The Union RESERVES the right to make additional proposals on this article at a future date.

ARTICLE 39
MATERNITYRELATED REASSIGNMENT OR LEAVE

Amend as follows:

39.01 An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the **nursing period** ~~twentyfourth (24th) week following the birth~~, request that the Employer 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 the health of the foetus or child. On being informed of the cessation, the Employer, with the written consent of the employee, shall notify the appropriate workplace committee or the health and safety representative.

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 twentyfour (24) weeks after the birth.~~

ARTICLE 40 PARENTAL LEAVE WITHOUT PAY

Amend as follows:

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.

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:~~
 - ~~(A) — the employee will return to work 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 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 for the Employer, Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency in accordance with 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:~~

$$\frac{\text{(allowance received)} \times \text{(remaining period to be worked following his or her return to work)}}{\text{total period to be worked as specified in (B)}}$$

~~however, an employee whose specified period of employment expired and who is rehired in any portion of the Core Public Administration as specified in the *Public Service Labour Relations Act* or Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency 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).~~

~~(b)(e) 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 or her weekly rate of pay 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 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 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, ninetythree per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.~~

~~(c)(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 or Québec Parental Insurance Plan parental benefits.~~

~~(d)(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 Quebec.

- (e)(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.
- (f)(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 he or she is appointed.
- (g)(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.
- (h)(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.
- (i)(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 parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.~~

The Union RESERVES the right to make additional proposals on this article at a future date.

ARTICLE 41 LEAVE WITHOUT PAY FOR THE CARE OF FAMILY

Amend as follows:

41.01 Both parties recognize the importance of access to leave for the purpose of the care of family.

41.02 An employee shall be granted leave without pay for the care of family in accordance with the following conditions:

- (a) an employee shall notify the Employer 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 **cumulative** period of three (3) weeks, **however such leave does not have to be taken consecutively. It may be taken in increments of one day;**
- (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 the definition of "family" found in clause 2.01 and notwithstanding paragraphs 41.02(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.~~

41.03 An employee who has proceeded on leave without pay may change his or her return-to-work date if such change does not result in additional costs to the Employer.

41.04 All leave granted under Leave Without Pay for the LongTerm Care of a Parent or Leave Without Pay for the Care and Nurturing of PreSchool Age Children provisions of previous Program and Administrative Services collective agreements or other

agreements will not count towards the calculation of the maximum amount of time allowed for care of family during an employee's total period of employment in the public service.

New article - Compassionate Care Leave

XX.01 Both parties recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.

XX.02 For the purpose of this Article, family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), parents of spouse, child (including child of common-law spouse), stepchild or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, any relative permanently residing in the employee's household or with whom the employee permanently resides, and any other person who is a member of a class of persons prescribed for the purposes of this definition "family member" in sub-section 23.1[1] of the *Employment Insurance Act*.

XX.03 Subject to clause XX.02, an employee shall be granted leave without pay for the compassionate care of family in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;**
- (b) an employee shall provide the Employer a copy of a medical certificate as proof that the ill family member needs care or support and is at significant risk of death within 26 weeks. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.**

XX.04 Leave granted under this article shall be for a minimum period of one (1) week.

XX.05 If, during a period of sick leave, vacation leave or compensatory leave, an employee is advised of circumstances under which he or she would have been eligible for compassionate care leave without pay under clauses XX.02 and XX.03, the employee shall be granted compassionate care leave without pay and his or her paid leave credits shall be restored to the extent of any concurrent compassionate care leave without pay granted.

XX.06 Compassionate Care Allowance

- (a) An employee who has been on Compassionate Care Leave without pay, shall be paid a compassionate care allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (b) to (i), providing he or she:
- (i) has completed six (6) months of continuous employment before the commencement of leave without pay,
- And
- (ii) provides the Employer with proof that he or she has applied for and is in receipt of compassionate care benefits of the *Employment Insurance Act* in respect of insurable employment with the Employer, and
- (b) Compassionate Care 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 Compassionate Care 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) for each week in respect of which the employee receives Compassionate Care benefits, the difference between the gross weekly amount of the Employment Insurance Compassionate Care benefits he or she is eligible to receive and ninety-three per cent (93%) of his or 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 he or she would have been eligible if no extra monies had been earned during this period;
- (c) At the employee's request, the payment referred to in subparagraph XX.06(b)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI compassionate benefits.
- (d) The Compassionate Care allowance to which an employee is entitled is limited to that provided in paragraph (b) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
- (e) The weekly rate of pay referred to in paragraph (b) shall be:
- (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of compassionate care 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 compassionate care 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.
- (f) 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.
- (g) Notwithstanding paragraph (f), and subject to subparagraph (e)(ii), if on the day immediately preceding the commencement of Compassionate Care leave without pay an employee was 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.
- (h) Where an employee becomes eligible for a pay increment or pay revision while in receipt of Compassionate Care allowance, the allowance shall be adjusted accordingly.
- (i) Compassionate Care allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay

XX.07 Transitional Provisions

If, on the date of signature of this Agreement, any employee is currently on Compassionate Care 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.

ARTICLE 42 VOLUNTEER LEAVE

Amend as follows:

42.01 ~~Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the~~ **An** employee shall be granted, in each fiscal year, ~~a single period of up to fifteen (15) seven decimal five (7.5) hours of~~ leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign. **Employees who are subject to clause 25.13 shall be granted up to two (2) full shifts of leave.**

The leave will be scheduled at times convenient both to the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.

**ARTICLE 43
LEAVE WITH PAY FOR
FAMILYRELATED RESPONSIBILITIES**

Amend as follows:

43.01 For the purpose of this Article, family is defined as **per Article 2.**

~~(a) spouse (or commonlaw partner resident with the employee);~~

~~(b) children (including foster children, step children or children of the spouse or commonlaw partner);~~

~~(c) parents (including step parents or foster parents); or~~

~~(d) any relative permanently residing in the employee's household or with whom the employee permanently resides.~~

43.02 The total leave with pay which may be granted under this Article shall not exceed **seventy five (75)** ~~thirtyseven decimal five (37.5)~~ hours in a fiscal year.

43.03 Subject to clause 43.02, the Employer shall grant the employee leave with pay under the following circumstances:

(a) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;

(b) to provide for the immediate and temporary care of a sick member of the employee's family and to provide the employee with time to make alternative care arrangements where the illness is of a longer duration;

(c) to provide for the immediate and temporary care of an elderly member of the employee's family;

(d) for needs directly related to the birth or the adoption of the employee's child;

~~(e) seven decimal five (7.5) hours out of the thirty seven decimal five (37.5) hours stipulated in clause 43.02 above may be used:~~

~~(e)(i)~~ to attend school functions, if the supervisor was notified of the functions as far in advance as possible;

~~(f)(ii)~~ to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;

~~(g)(iii)~~ to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

43.04 Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 43.03(b) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

ARTICLE 46 BEREAVEMENT LEAVE WITH PAY

Amend as follows:

- 46.01** When a member of the employee's family dies, an employee shall be entitled to a bereavement period of **ten (10)** ~~seven (7) consecutive working calendar days~~ **which may or may not be consecutive in order to allow the employee to grieve, administer bereavement responsibilities, or attend a memorial service commemorating the deceased** . ~~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.
- 46.02** An employee is entitled to one (1) day's bereavement leave with pay for a purpose related to the death of his or her **cousin or great grand-parent.** ~~son-in-law, daughter-in-law, brother-in-law or sister-in-law.~~ **In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.**
- 46.03** If, during a period of **paid sick leave,** ~~vacation leave or compensatory leave,~~ an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 46.01 and 46.02, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- 46.04** It is recognized by the parties that circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 46.01 and 46.02.

ARTICLE 50 CAREER DEVELOPMENT LEAVE

Amend as follows:

50.01 Career development refers to an activity which, in the opinion of the Employer, is likely to be of assistance to the individual in furthering his or her career development and to the **Employer** ~~organization~~ in achieving its goals. The following activities shall be deemed to be part of career development:

- (a) a course given by the Employer;
- (b) a course offered by a recognized academic institution;
- (c) a seminar, convention or study session in a specialized field directly related to the employee's work.

50.02 Upon written application by the employee and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in clause 50.01. The employee shall receive no compensation under Article 28, Overtime, or Article 32, Travelling Time, during time spent on career development leave provided for in this Article. **This leave shall not be unreasonably denied.**

50.03 Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

The Union would like to discuss the provision of second language training for its members.

ARTICLE 52
LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

Amend as follows:

52.02 Personal Leave

~~Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the~~ **An** employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours of leave with pay for reasons of a personal nature. **Employees who are subject to clause 25.13 shall be granted up to one full shift of leave.**

The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leaves at such times as the employee may request.

ARTICLE 54 STATEMENT OF DUTIES

Amend as follows:

54.01 Within three (3) months of commencement of his/her duties, or upon written request an employee shall be provided with a complete and current statement of the duties and responsibilities of his or her position detailing the specific duties of the position, including the classification level and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization, supervisory and reporting relationships, and classification levels of each respective position. This document shall require the supervisor and employee's signatures and shall contain a paragraph explaining an employee's right to grieve the content within prescribed timelines.

**ARTICLE 56
EMPLOYEE PERFORMANCE REVIEW
AND EMPLOYEE FILES**

Amend as follows:

56.01

- (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- (b) The Employer's representative(s) who assess(es) an employee's performance must have observed or been aware of the employee's performance for at least onehalf (1/2) of the period for which the employee's performance is evaluated.
- (c) An employee has the right to make written comments to be attached to the performance review form.

56.02

- (a) Prior to an employee performance review, the employee shall be given:
 - (i) the evaluation form which will be used for the review;
 - (ii) any written document which provides instructions to the person conducting the review.
- (b) If, during the employee performance review, either the form or instructions are changed they shall be given to the employee.

56.03 When a report pertaining to an employee's performance or conduct is placed on that employee's personnel file, the employee concerned shall be given:

- I.i.a) A copy of the report placed on their file;**
- I.i.b) An opportunity to sign the report in question to indicate that its contents have been read; and**
- I.i.c) An opportunity to submit such written representations as the employee may deem appropriate concerning the report and to have such written representations attached to the report.**

56.04 Any document or written statement critical of an employee's performance, which may have been placed on the employee's file(s), shall be destroyed after one (1) year has elapsed.

- 56.05** The employee shall be entitled to be accompanied by a union representative during all discussions of the employee's performance.
- 56.06** Employees shall have the right to grieve their performance review.
- 56.07** Where an employee's annual performance evaluation or written performance objectives refer to a need for training in a particular subject area in order to fulfil a particular work related objective that employee shall be entitled to training required to ensure they can meet that objective.
- 56.08** Management shall provide the employee with the training necessary to complete their written performance objectives or any other need identified in the annual performance evaluation. All hours on training shall be deemed hours worked. All cost associated with training will be borne by the employer.
- 56.09** Where such training as referred to in paragraph above is not available or was not available, an employee will not be evaluated on those performance objectives that required training.
- 56.10** ~~56.03~~ Upon written request of an employee, the personnel file of that employee shall be made available ~~once per year~~ for his or her examination in the presence of an authorized representative of the Employer.
- 56.11** An employee shall have the right to authorize a named representative of the Union to examine his or her official employee file in his or her absence. Any such representative shall provide the express written authorization of the employee to the appropriate official of the Department of Human Resources. A separate authorization shall be provided for each such request.

ARTICLE 58
PENOLOGICAL FACTOR ALLOWANCE

The Union **RESERVES** the right to make additional proposals on this article.

ARTICLE 59
OFFENDER SUPERVISION ALLOWANCE

The Union **RESERVES** the right to make proposals on this article.

ARTICLE 62 PARTTIME EMPLOYEES

Amend as follows:

62.01 Definition

Parttime employee means an employee whose weekly scheduled hours of work on average are less than those established in Article 25, but not less than those prescribed in the *Public Service Labour Relations Act*.

General

62.02 Unless otherwise specified in this Article, parttime employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal weekly hours of work compared with thirtyseven decimal five (37.5) hours.

62.03 Parttime employees are entitled to overtime compensation in accordance with subparagraphs (b) and (c) of the overtime definition in clause 2.01.

62.04 The days of rest provisions of this Agreement apply only in a week when a parttime employee has worked five (5) days or thirtyseven decimal five (37.5) hours.

Specific Application of This Agreement

62.05 All hours worked by part-time employees up to thirty-seven decimal five (37.5) hours in a week shall be pensionable.

62.056 Reporting Pay

Subject to clause 62.04, when a parttime employee meets the requirements to receive reporting pay on a day of rest in accordance with subparagraph 28.06(c)(i) or is entitled to receive a minimum payment rather than pay for actual time worked during a period of standby in accordance with subparagraphs 28.05(c)(i) or 28.06(c)(i), the parttime employee shall be paid a minimum payment of four (4) hours' pay at the straighttime rate of pay.

62.067 CallBack

When a parttime employee meets the requirements to receive callback pay in accordance with subparagraph 28.05(c)(i) and is entitled to receive the minimum payment rather than pay for actual time worked, the parttime employee shall be paid a minimum of four (4) hours' pay at the straighttime rate.

Designated Holidays

62.078 A parttime employee shall not be paid for designated holidays but shall instead be paid four and onequarter per cent (4 1/4%) for all straighttime hours worked.

62.089 Subject to paragraph 25.23(d), when a parttime employee is required to work on a day which is prescribed as a designated paid holiday for a fulltime employee in clause 30.02, the employee shall be paid at **double (2)** time ~~and one-half (1 1/2)~~ of the straighttime rate of pay for all hours worked ~~up to seven decimal five (7.5) hours and double (2) time thereafter.~~

62.0910 A parttime employee who reports for work as directed on a day which is prescribed as a designated paid holiday for a fulltime employee in clause 30.02, shall be paid for the time actually worked in accordance with clause 62.08, or a minimum of four (4) hours pay at the straighttime rate, whichever is greater.

62.101 Vacation Leave

Amend to reflect changes in article 34

A parttime employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice (2) the number of hours in the employee's normal workweek, at the rate for years of service established in clause 34.02 of this Agreement, pro-rated and calculated as follows:

- (a) when the entitlement is nine decimal three seven five (9.375) hours a month, .250 multiplied by the number of hours in the employee's workweek per month;
- (b) when the entitlement is twelve decimal five (12.5) hours a month, .333 multiplied by the number of hours in the employee's workweek per month;
- (c) when the entitlement is thirteen decimal seven five (13.75) hours a month, .367 multiplied by the number of hours in the employee's workweek per month;
- (d) when the entitlement is fourteen decimal four (14.4) hours a month, .383 multiplied by the number of hours in the employee's workweek per month;
- (e) when the entitlement is fifteen decimal six two five (15.625) hours a month, .417 multiplied by the number of hours in the employee's workweek per month;
- (f) when the entitlement is sixteen decimal eight seven five (16.875) hours a month, .450 multiplied by the number of hours in the employee's workweek per month;
- (g) when the entitlement is eighteen decimal seven five (18.75) hours a month, .500 multiplied by the number of hours in the employee's workweek per month.

62.142 Sick Leave

A parttime employee shall earn sick leave credits at the rate of onequarter (1/4) of the number of hours in an employee's normal workweek for each calendar month in which the employee has received pay for at least twice (2) the number of hours in the employee's normal workweek.

62.123 Vacation and Sick Leave Administration

- (a) For the purposes of administration of clauses 62.10 and 62.11, where an employee does not work the same number of hours each week, the normal workweek shall be the weekly average of the hours worked at the straighttime rate calculated on a monthly basis.

(b) An employee whose employment in any month is a combination of both fulltime and parttime employment shall not earn vacation or sick leave credits in excess of the entitlement of a fulltime employee.

62.134 Bereavement Leave

Notwithstanding clause 62.02, there shall be no pro-rating of a “day” in Article 46, Bereavement Leave With Pay.

62.145 Severance Pay

Notwithstanding the provisions of Article 63, Severance Pay, of this Agreement, where the period of continuous employment in respect of which severance benefit is to be paid consists of both full and parttime employment or varying levels of parttime employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the parttime portions shall be consolidated to equivalent fulltime. The equivalent fulltime period in years shall be multiplied by the fulltime weekly pay rate for the appropriate group and level to produce the severance pay benefit.

ARTICLE 64 PAY ADMINISTRATION

Amend as follows:

64.07 (PA)

- (a) When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least ~~three (3) consecutive~~ **one (1)** working days or shifts, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she 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.
- (c) **Acting pay is the rate of pay that the person would be paid on appointment to such higher classification level. However, in no case shall the acting pay increase be less than the lesser of the maximum of the wage grid for the higher classification level or 5%.**
- (d) **In addition to increase in c) above, the acting rate of pay will also be adjusted by all consecutive and nonconsecutive time in the higher classification level.**

i.e Acting pay rate = lesser of maximum rate or 5% increase plus (cumulative time in the higher classification / increment qualification period rounded down)

- (e) **For acting assignments of under four (4) months, the Employer shall make every reasonable effort to allocate such acting assignments on an equitable basis among readily available, qualified employees.**
- (f) **The Employer shall endeavour to pay acting pay by the sixth (6th) week after which the employee is appointed to the higher classification.**

APPENDIX A RATES OF PAY AND PAY NOTES

The economic package to be proposed by the Union will be made up of many interconnected elements. In brief, these elements will include, but will not be restricted to:

- Real economic increase that reflect the continued strength of the Canadian economy;
- Protection against inflation;
- Catching up with comparable jobs and employers;
- Restructuring of pay grids;
- Changes in increments;
- Retroactivity back to the first day of the contract.

**APPENDIX C
MEMORANDUM OF UNDERSTANDING
WITH RESPECT TO A JOINT LEARNING PROGRAM**

The Union **RESERVES** the right to make proposals on this appendix.

APPENDIX D WORKFORCE ADJUSTMENT

The Union will be making proposals with respect to the Workforce Adjustment Appendix in a number of areas, including (but not limited to) increased job and income security for employees and recognition of employees' years of service. The Union intends to table these proposals pending discussion with the Employer and pending the Employer's fulfilling of the Union's information request.

APPENDIX F

MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO IMPLEMENTATION OF THE COLLECTIVE AGREEMENT

Amend as follows:

This memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in respect of the implementation period of the collective agreement.

The provisions of this collective agreement shall be implemented by the parties within a period of one hundred **(100)** ~~and fifty (150)~~ days from the date of signing.

APPENDIX G
MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY
BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF
CANADA WITH RESPECT TO OCCUPATIONAL GROUP STRUCTURE
REVIEW AND CLASSIFICATION REFORM

The Union **RESERVES** the right to make proposals on this appendix.

NEW – NO CONTRACTING OUT

NEW

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.

NEW

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 – WHISTLEBLOWING

No employee shall be disciplined or otherwise penalized, including but not limited to, demotion, suspension, dismissal, financial penalty, loss of seniority, advancement or opportunity in the public service, as a result of disclosing any wrongful act or omission, such as an offence against an Act of Parliament, an Act of a legislature of any province or any instrument issued under any such Act; an act or omission likely to cause a significant waste of public money; an act or omission likely to endanger public health or safety or the environment.

NEW – STUDENT EMPLOYMENT

The Union RESERVES the right to make proposals concerning student employment pending discussion with the Employer.

NEW – TERM EMPLOYMENT

The Union will make proposals on term employment. These will include, but not be limited to:

- (a) Incorporate the Term Employment Policy into the Collective Agreement.**
- (b) Increase the break in service period from sixty (60) days to ninety (90) days.**
- (c) Provide an ongoing, formal recourse mechanism with access to third-party adjudication for a term employee who believes that he/she is not being renewed for the purpose of not being made indeterminate.**

NEW – TELEWORK

The Union RESERVES the right to make proposals concerning telework.

NEW – MOU – CAREER DEVELOPMENT FOR EMPLOYEES AT CORRECTIONAL SERVICES CANADA

The Union RESERVES the right to make proposals concerning dedicated professional development days.

NEW – MEDICAL APPOINTMENT LEAVE

Medical or Dental Appointments

- xx. 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.**

- xx. Unless otherwise informed by the Employer in advance, a statement signed by the employee stating that, he or she was required to attend a medical or dental appointment, shall, when delivered to the Employer, be considered sufficient to qualify the employee for such leave.**

- xx. When an employee is asked to provide a medical certificate by the Employer, the employee shall be reimbursed by the Employer for all costs associated with obtaining the certificate.**

NEW ARTICLE – CLOTHING

The Union reserves the right to table a demand with respect to the ethical procurement of uniforms and clothing provided by the Employer to employees, pending discussion with the Employer concerning its current policies.

NEW – PRE-RETIREMENT TRANSITION LEAVE

Employees who are within four (4) years of retirement may reduce the length of their workweek by up to forty percent (40%). Pay for participating employees would be adjusted to reflect the shorter workweek, but their pension and benefits coverage, as well as premiums or contributions, would continue at prearrangement levels. Employees may take Pre-Retirement Transition Leave for up to four (4) years, but must agree to retire at the end of the leave period.

NEW - SELF-FUNDED LEAVE AND INCOME AVERAGING LEAVE

xx.xx Leave with income averaging

Subject to mutual agreement, an employee shall be entitled to reduce the number of weeks he/she works in any 12-month period by taking leave without pay for a minimum of five (5) weeks to a maximum of three (3) months, with income averaged over the full 12-month period. Such leave may be taken in one (1) week increments and does not have to be consecutive. Pension and other benefits will be calculated as if the employee was on paid leave. Such requests shall not be unreasonably denied.

XX.xx Self funded leave

Subject to mutual agreement, an employee shall be entitled to a period of Leave Without Pay of not less than six (6) consecutive months and not more than one (1) year that is to commence immediately after a period not exceeding six (6) years after the date on which the earnings deferrals for the leave of absence commence. Such requests shall not be unreasonably denied.

NEW – 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 centres across the country through employer funding.

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

NEW- CUSTOMER SERVICE/CALL CENTRE

The Union RESERVES the right to make proposals concerning customer service/call centre issues pending discussion with the Employer.

NEW – SOCIAL JUSTICE FUND

The Employer shall contribute one cent (\$0.01) per hour worked to the PSAC Social Justice Fund and such 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 Letters Patent of the PSAC Social Justice Fund.

ALLOWANCES AND PREMIUMS

The PSAC will, as part of its proposals regarding pay, propose improvements to a variety of current allowances and introduce proposals for new allowances covering specific situations.

These will include, but not be limited to:

- Article 27 – Shift and Weekend Premiums
- Article 62 – Dangerous Goods
- Appendix J – Retention Allowance for Compensation Advisors