



TREASURY BOARD NEGOTIATIONS 2014

Operational Services (SV)

Bargaining Proposals

July 2014

Preamble:

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 for the Operational Services (SV). 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.

TABLE OF CONTENTS

For greater clarity and understanding, the Union proposes to organize, group and renumber as required, articles 1 through 69 into seven parts, consistent with the Table of Contents' of the current PA, FB and EB agreements.

ARTICLE 2 INTERPRETATION AND DEFINITIONS

“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, uncle, aunt, niece, nephew, cousins**, the employee's grandparents, **any person over whom the employee holds power of attorney**, and relative permanently residing in the employee's household or with whom the employee permanently resides.

The Union further reserves the right to table a definition of seniority/length of service under this article.

ARTICLE 10 INFORMATION

NEW

10.02 The Employer shall provide all employees with a hard-copy of each new collective agreement concluded between the parties. Distribution shall be made within one month of receipt of the collective agreement from the printers. For new employees, the Employer shall provide a hard-copy collective agreement to each new employee on their date of hire.

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

ARTICLE 12 USE OF EMPLOYER FACILITIES

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

12.02 The Employer will ~~also continue its present practice of making~~ **make** available to the Alliance specific locations on its premises and, where it is practical to do so on vessels, for the placement of reasonable quantities of literature of the Alliance.

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

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

12.05 The Alliance shall provide the Employer with a list of such Alliance representatives and shall advise promptly of any change made to the list.

ARTICLE 13 EMPLOYEE REPRESENTATIVES

13.01 The Employer acknowledges the right of the Alliance to appoint or otherwise select employees as representatives.

~~**13.02** The Alliance and the Employer shall endeavour in consultation to determine the jurisdiction of each representative, having regard to the plan of organization, the number and distribution of employees at the workplace and the administrative structure implied by the grievance procedure. Where the parties are unable to agree in consultation, any dispute shall be resolved by the grievance/adjudication procedure.~~

~~**13.03** The Alliance shall notify the Employer in writing of the names and jurisdictions of its representatives identified pursuant to clause 13.02.~~

13.04

(a) A representative shall ~~obtain the~~ **be granted** permission of his or her immediate supervisor before leaving his or her work to investigate employee complaints ~~of an urgent nature~~, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. ~~Such permission shall not be unreasonably withheld.~~ Where practicable, the representative shall report back to his or her supervisor before resuming his or her normal duties.

(b) Where practicable, when management requests the presence of an Alliance representative at a meeting, such request will be communicated to the employee's supervisor.

(c) An employee shall not suffer any loss of pay when permitted to leave his or her work under paragraph (a).

13.05 The Alliance shall have the opportunity to have an employee representative introduced to new employees as part of the Employer's formal orientation programs, ~~where they exist.~~

13.xx **The Employer shall grant leave with pay to an employee acting on behalf of the Alliance for the purposes of grievance preparation, and for the purposes of discussion consistent with Article 18.07.**

ARTICLE 14

LEAVE WITH ~~OR WITHOUT~~ PAY FOR ALLIANCE BUSINESS

Arbitration Board Hearings, Public Interest Commission Hearings, **Public Service Staffing Tribunal Hearings** and Alternate Dispute Resolution Process

- 14.04** When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Alliance before an Arbitration Board, Public Interest Commission, **Public Service Staffing Tribunal Hearing** or in an Alternate Dispute Resolution Process.
- 14.05** The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board, Public Interest Commission, **Public Service Staffing Tribunal Hearing** or in an Alternate Dispute Resolution Process and, when operational requirements permit, leave with pay to an employee called as a witness by the Alliance.
- 14.09** When operational requirements permit, the Employer will grant leave without pay to an employee for the purpose of attending contract negotiation meetings on behalf of the Alliance, **and to assist in holding information and voting sessions for the ratification of any tentative agreement for the renewal of the collective agreement.**

Union Leave without Pay for ~~Election to an Alliance Office~~

- 14.14** The Employer will grant leave without pay to an employee who is elected or **appointed to work for a Local Union, a PSAC Component, the PSAC or any body to which the Union is affiliated** ~~as a full-time official of the Alliance~~ within one (1) month after notice is given to the Employer of such election or **appointment**. The duration of such leave shall be for the period the employee holds such office **or the duration of the appointment. Time spent on such leave shall be counted for pay increment purposes.**

NEW

- 14.15 (i)** Where operational requirements permit, the employer will grant leave with pay to an employee, or a reasonable number of employees, to participate in:
- (a) a union training or education program,
 - (b) Union-management consultation or **Informal Conflict Management Systems (ICMS) processes**
 - (c) Joint education programs
- (ii)** Requests for such leave shall not be unreasonably denied.

NEW

14.16 Where leave with pay is granted to an employee under article 14.02, 14.09, 14.10, 14.12 and 14.13, the PSAC will reimburse the employer for the salary costs of the employee during the period of approved leave with pay.

NEW

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

The Union reserves the right to table further demands concerning this Article.

ARTICLE 17 DISCIPLINE

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.

NEW

17.06 There shall be no discipline or threat of discipline for exercising, in good faith, any rights under Part II of the *Canada Labour Code*. For the purposes of this article, a ministerial declaration alone does not constitute proof of bad faith.

**ARTICLE 18
GRIEVANCE PROCEDURE**

The Union reserves the right to table demands concerning this Article.

ARTICLE 19 NO DISCRIMINATION

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

ARTICLE 20 ~~SEXUAL HARASSMENT~~

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

NEW

20.02 Definitions:

- a) **Harassment and bullying is defined as: any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affect an employee's dignity or psychological or physical integrity, and that results in a harmful work environment for the employee. A single serious incident of such behaviour that has a lasting harmful effect on an employee may also constitute harassment.**

- b) **Abuse of authority occurs when an individual uses the power and authority inherent in his/her position to endanger an employee's job, undermines the employee's ability to perform that job, threatens the economic livelihood of that employee or in any way interferes with or influence the career of the employee. It may include intimidation, threats, blackmail or coercion.**

~~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.

~~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 any restriction pursuant to the *Access to Information Act* and the *Privacy Act*.

The Union reserves the right to propose language concerning workplace surveillance.

**ARTICLE 22
HEALTH AND SAFETY**

The Union reserves the right to table demands concerning this subject.

ARTICLE 25 HOURS OF WORK

The Union wishes to discuss the concept of reducing the work week to 37.5 hours/week without any reduction in pay.

The Union further wishes to that where the employer schedules work that begins or ends between the hours of 4 p.m. and 8 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. In the event that there are fewer volunteers than required, the Employer shall assign these shifts in reverse order of seniority.

The Union reserves the right to introduce further proposals related to this concept.

Exclusions

~~This article does not apply to the FR, LI or SC Groups.~~

Notwithstanding 25.01(d):

~~25.01(e) Effective August 5, 2011, Employees occupying positions in the GS-FOS sub-group, whose hours of work do not meet the definition of shift work in accordance with article 25.01(d) and whose hours of work begin before 06:00 or end after 18:00, will be paid a premium of two dollars (\$2.00)~~ **14.3% of the employee's annual base salary** per hour for each hour worked between 16:00 and 08:00.

1.10, 2.07, 2.02 Rest Periods (GL, GS, SC)

The **employee shall be granted** ~~Employer shall schedule~~ two (2) rest periods of **fifteen (15)** ~~ten (10)~~ minutes each during each shift and three (3) rest periods of **fifteen (15)** ~~ten (10)~~ minutes for each shift scheduled for twelve (12) hours or more. An employee in the Canadian Penitentiary Service may be required to take such rest periods at the employee's work location when the nature of the employee's duties makes it necessary.

ARTICLE 27 SHIFT AND WEEKEND PREMIUMS

Exclusions

This article does not apply to the FR, LI and SC Groups.

~~Clause 27.01, Shift premium does not apply to employees working hours of work not defined as a shift, covered by clause 25.02, Article 28 or clauses 2.02 and 2.03 of Appendix B; clauses 2.01 and 2.02 of Appendix C, clauses 2.03 and 2.04 of Appendix D, clauses 2.01 and 2.02 of Appendix E, and clause 1.01 of Appendix H.~~

27.01 Shift Premium

An employee ~~working on shifts~~ will receive a shift premium of ~~two dollars (\$2.00)~~ **14.3% of the employee's annual base salary** per hour for all hours worked, including overtime hours, between 16:00 and 08:00. The shift premium will not be paid for hours worked between 08:00 and 16:00.

27.02 Weekend Premium

- (a) An employee ~~working on shifts~~ during the weekend will receive an additional premium of ~~two dollars (\$2.00)~~ **14.3% of the employee's annual base salary** per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.
- ~~(b) Paragraph (a) shall not apply to employees whose regular hours of work are scheduled from Monday to Friday.~~

NEW

27.03 Both the shift and weekend premiums shall be considered as part of the employee's pensionable wages.

ARTICLE 29 OVERTIME

29.04 Assignment of Overtime Work

Subject to the operational requirements of the service, the Employer shall make every reasonable effort:

(a) to allocate overtime work on an equitable basis among readily available qualified employees,

and

(b) to give employees who are required to work overtime adequate advance notice of this requirement.

(c) For allocation purposes, the Employer shall convert the overtime hours performed by all employees to straight-time hours, in order to fairly allocate overtime amongst all readily available, qualified employees.

Overtime Compensation

29.06 and 29.07 and all Appendices – Amend so that an employee is entitled to double (2) time compensation for each hour of overtime worked by the employee.

29.09 Overtime Meal Allowance

(a) An employee who works three (3) or more hours of overtime,

(i) immediately before the employee's scheduled hours of work and who has not been notified of the requirement prior to the end of the employee's last scheduled work period,

or

(ii) immediately following the employee's scheduled hours of work.

shall be reimbursed for one (1) meal in the amount of ~~ten dollars (\$10)~~ **twenty dollars (\$20)**, except where a free meal is provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by management, 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.

(b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be reimbursed for

one (1) additional meal in the amount of ~~ten dollars (\$10)~~ **twenty dollars (\$20)** after each four (4) hour period, except where free meals are provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by management, 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.

- (c) 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.

ARTICLE 30 CALL-BACK PAY

[Appendix G, Annex E (Ships' Crews)]

10.03 In the case of vessels assigned primarily to Search and Rescue operations, employees shall be available to return to the vessel within **one hour** ~~thirty (30) minutes~~. **Such employees shall be eligible for standby pay, Article 31.** In the case of vessels whose primary function is not Search and Rescue employees shall be available to return to the vessel within one (1) hour.

[main agreement]

30.01 If an employee is called back to work:

- (a) on a designated paid holiday which is not the employee's scheduled day of work,
or
- (b) on the employee's day of rest,
or
- (c) after the employee has completed his or her work for the day and has left his or her place of work,

and returns to work, the employee shall be paid the greater of:

- (i) compensation equivalent to ~~three (3)~~ **four (4)** hours' pay at the applicable overtime rate of pay for each call-back. ~~to a maximum of eight (8) hours' compensation in an eight (8) hour period.~~ Such maximum shall include any reporting pay pursuant to clause 32.06 and the relevant reporting pay provisions,
or
- (ii) compensation at the applicable rate of overtime compensation for time 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 30.01(c)(i) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 59.06 of this Collective Agreement.
- (e) **Notwithstanding paragraph (c), Ships' Crews employees shall be deemed to have left their place of work after going off duty following their daily shift.**

ARTICLE 31 STANDBY

Exclusions

This article does not apply to the FR, LI or SG Groups.

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

ARTICLE 32 DESIGNATED PAID HOLIDAYS

32.01 Subject to clause 32.02, the following days shall be designated paid holidays for employees:

- (a) New Year's Day **and January 2nd**;
- (b) Good Friday;
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday;
- (e) Canada Day;
- (f) Labour Day;
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving;
- (h) Remembrance Day;
- (i) Christmas Day;
- (j) Boxing Day;
- (k) ~~one (1)~~ **two (2)** 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 Monday in August;
- (l) one (1) additional day when proclaimed by an Act of Parliament as a national holiday.

ARTICLE 34 LEAVE - GENERAL

34.02 Except as otherwise specified in this Agreement:

- (a) where leave without pay for a period in excess of three (3) months is granted to an employee for reasons other than illness, **maternity leave, parental leave or leave for care of the family**, the total period of leave granted shall be deducted from “continuous employment” for the purpose of calculating severance pay and from “service” for the purpose of calculating vacation leave;
- (b) time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

**ARTICLE 35
VACATION LEAVE WITH PAY**

35.xx delete (references to 40 hour week)

35.02.1

Accumulation of Vacation Leave Credits

For each calendar month in which an employee has earned at least seventy-five (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 twenty-seventh (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)** twenty-eighth (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.

35.03 (a)

- ~~i. For the purpose of clause 35.02.1 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 60.04 to 60.07, 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 paragraph 35.02 only, effective April 1, 2012 on a go forward basis, any former service in the Canadian Forces for a continuous period of six (6) 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.**

35.11 Carry-Over and/or Liquidation of Vacation Leave

- ~~(a) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the~~ **Any** ~~unused portion of an employee's his or her~~ vacation leave up to a maximum of two hundred and sixty-two decimal five (262.5) hours credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and sixty-two 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.

ARTICLE 37 INJURY ON DUTY LEAVE

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 or a disease arising out of and in the course of the employee's employment,

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

Notwithstanding the above, the Union reserves the right to make proposals concerning vicarious trauma, and presumptive cancer coverage for the FR's pending discussion with the Employer.

ARTICLE 38
MATERNITY LEAVE WITHOUT PAY

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:~~

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

~~however, an employee whose specified period of employment expired and who is rehired 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).~~
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,
and
 - (ii) for each week 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.
- (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.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act in Québec*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
- (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,

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

ARTICLE 39 PARENTAL LEAVE WITHOUT PAY

39.02 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:~~

~~(allowance received)~~

~~X (remaining period to be worked following his or her return to work)~~

~~$$\frac{\text{[total period to be worked as specified in (B)]}}{\text{[total period to be worked as specified in (B)]}}$$~~

~~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).~~
- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his 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, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 40.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan parental benefits.

- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Quebec.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which he or she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision that would increase the parental allowance while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- ~~(k) The maximum combined, shared maternity and parental allowances payable under this collective agreement shall not exceed fifty two (52) weeks for each combined maternity and parental leave without pay.~~

ARTICLE 40

LEAVE WITHOUT PAY FOR THE CARE OF FAMILY

- 40.01** Both parties recognize the importance of access to leave for the purpose of the care of family.
- 40.02** 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 period of ~~three (3)~~ **one (1)** weeks.
 - (c) the total leave granted under this Article shall not exceed five (5) years during an employee's total period of employment in the public service;
 - (d) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.
 - (e) **Compassionate Care Leave**
 - (i) Notwithstanding the definition of "family" found in clause 2.01 and notwithstanding paragraphs 45.02(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, subparagraphs (i) and (ii) above cease to apply.

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

40.03 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.

40.04 All leave granted under Leave Without Pay for the Long-Term Care of a Parent or under Leave Without Pay for the Care and Nurturing of Pre-School Age Children provisions of previous Technical 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.

ARTICLE 41 VOLUNTEER LEAVE

- 41.01** Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days **if possible**, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours of leave with pay to work as a volunteer for a charitable or community organisation or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign. **Notwithstanding the above, Shift workers shall be granted and paid up to one (1) full shift of leave.**
- 41.02** The leave shall 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 42

LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

42.01 For the purpose of this article, family is defined as **per article 2.** ~~spouse (or common-law partner resident with the employee), children (including foster children, step children or children of the spouse or common-law partner), parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.~~

42.02 The total leave with pay which may be granted under this Article shall not exceed:

(i) **seventy five (75)** ~~thirty-seven decimal five (37.5)~~ hours in a fiscal year. **Notwithstanding the above, Shift workers shall be granted and paid up to ten (10) full shifts of leave.**

~~(ii) 40 hours in a fiscal year where the standard work week is forty (40) hours;~~

~~(i) 42 hours in a fiscal year where the standard work week is forty-two (42) hours;~~

~~(iv) 46.6 hours in a fiscal year where the standard work week is forty six point six (46.6) hours.~~

42.03 Subject to clause 42.02, the Employer shall grant 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 an employee with time to make alternate 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 to the adoption of the employee's child;

~~(e) twenty percent (20%) of the applicable hours stipulated in clause 42.02 above may be used;~~

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

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

42.04 Where in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 42.03(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 44

MATERNITY-RELATED REASSIGNMENT OR LEAVE

- 44.01** An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the **nursing period** ~~twenty-fourth (24th) week following the birth~~, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the 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.
- 44.05** Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. ~~However, such leave shall end no later than twenty-four (24) weeks after the birth.~~

ARTICLE 46 BEREAVEMENT LEAVE WITH PAY

- 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. 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.
- 46.03** 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 the 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. **An employee's request for unpaid bereavement leave to attend funerals of persons not covered in this article will not be unreasonably denied.**
- 46.05** An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of a co-worker.

ARTICLE 52 LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

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 employee shall be granted, in each fiscal year, a single period of up to ~~eight (8) hours, or up to seven decimal five (7.5) hours, where the standard work week is thirty seven decimal five (37.5) hours per week,~~ of leave with pay for reasons of a personal nature. **Notwithstanding the above, Shift workers shall be granted and paid up to one (1) 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 56
EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

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 one-half (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.

NEW

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:

- a) A copy of the report placed on their file;**
- b) An opportunity to sign the report in question to indicate that its contents have been read; and**
- 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.**

NEW

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

NEW

56.05 The employee shall be entitled to be accompanied by a union representative during all discussions of the employee's performance.

NEW

56.06 Employees shall have the right to grieve their performance review.

NEW

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.

NEW

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.

NEW

56.09 Where such training as referred to in paragraphs (i) or (ii) is not available or was not available, an employee will not be evaluated on those performance objectives that required training.

Employee Files

56.10 i) Upon written request of an employee, the personnel file(s) of that employee shall be made available **for the employee's** ~~once per year~~ for his ~~or her~~ examination in the presence of an authorized representative of the Employer.

NEW

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 57
PENOLOGICAL FACTOR ALLOWANCE

The Union reserves the right to table demands concerning this subject.

ARTICLE 61 PAY ADMINISTRATION

61.09 The Employer will endeavour to make cash payments for overtime and other premium payments within four (4) weeks following the end of the calendar month in which it is earned.

The Union reserves the right to table language providing acting employees the ability to move up the increment scale for their acting positions based on cumulative employment at a particular group and level.

ARTICLE 63 DANGEROUS GOODS

63.01 An employee certified pursuant to the *Transportation of Dangerous Goods Act* and who is assigned the responsibility for packaging, ~~and~~ labelling, **handling and/or the transportation** of dangerous goods for shipping in accordance with the above Act, shall receive a daily allowance of ~~three dollars and fifty cents (\$3.50)~~ **ten dollars and fifty cents (\$10.50)** for each day he or she is required to package, ~~and~~ label, **handle and/or transport** dangerous goods for shipping, to a maximum of ~~seventy five dollars (\$75)~~ **two hundred and twenty-five dollars (\$225)** in a month where the employee maintains such certification.

ARTICLE 66
TRADE CERTIFICATION FEES

- 66.01** The Employer shall reimburse an employee for the payment of **all** registration, licensing, or certification, **medical, examination or membership** fees to an organization, governing body or government agency when the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position.
- 66.02** Membership dues referred to in Article 11, Check-Off, of this Agreement are specifically excluded as reimbursable fees under this article.

The Union further reserves the right to table demands concerning this subject.

APPENDICIES RATES OF PAY AND PAY NOTES

The Union will be proposing amendments to Rates of Pay Appendices pending receipt of the Employer's payroll and other economic information.

NEW ARTICLE ALLOWANCES

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:

- Allowances paid as a percentage of annual salary
- Forklift certification
- Dirty Work
- Parking
- Clothing-Diplomatic couriers
- Grooming
- Isolation
- Scientific work
- Health
- Nuclear Emergency
- Armed Boarding
- Rescue Specialist
- Dangerous Work
- Food Delivery
- Height
- Supplementary
- Rotational Light Station Food Allowance
- Long Service
- Communication
- Going to Sea
- Terminable

APPENDIX J
JOINT LEARNING PROGRAM

The Union reserves the right to table demands concerning this subject.

APPENDIX L
COLLECTIVE AGREEMENT IMPLEMENTATION

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

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 and fifty (150)~~ **ninety-five (95)** days from the date of signing.

APPENDIX T 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.

APPENDICES

GROUP SPECIFIC PROVISIONS

The Union reserves the right to table demands concerning specific occupational Group Appendices. These will include, but not be limited to:

Appendix A-FR

- Long Service Pay based on percentage of annual salary
- General - Add definition of -“day” in relation to an employee means the 24 (twenty-four) hour period which that employee is normally required to perform the duties of his/her position and commences at the designated crew change time. And amend (c) to read, the reference to a single period shall be “up to **one shift eight point four (8.4) hours**”.

Appendix B-GL

- Inmate Training Differential

Appendix C-GS

- Diplomatic Couriers-Hours of Work
- Meal Expenses

Appendix F-LI

- Medical and Dental Appointment Leave
- Vacation Scheduling Travel reporting costs – reimbursement of all travel expenses
- Increased travel allotment
- Off Duty Periods - Absences
- Employer Paid Travel for Union Representative to visit all light stations annually

Appendix G-SC

- Long Service Pay
- Full pension at 25 years' service with no penalty
- Supervisory Differential
- Travel reporting costs
- Lay Day Work System
- Minimum notice for shift changes
- Use of non-union workers while ships are in refit/layup
- Vacation Scheduling
- Access to internet/intranet, telephone and IT support to facilitate
- Increased travel allotment
- Meal Periods and Meal Allowances

**NEW ARTICLE
SENIORITY/LENGTH OF SERVICE**

The Union reserves the right to table demands concerning this subject.

NEW ARTICLE CHILD CARE

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

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

NEW ARTICLE NO CONTRACTING OUT

NEW

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

XX.02 The Employer shall bring all currently contracted out 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.

XX.03 “No contracting out” language shall apply to any person outside the bargaining unit who is doing bargaining unit work, this includes private contractors, students and volunteers.

**NEW ARTICLE
PRE-RETIREMENT LEAVE**

NEW

XX.01 Effective on the date of signing of this collective agreement, the Employer will provide five (5) days of paid leave per year, up to a maximum of twenty-five (25) days, to employees who have the combination of age and years of service to qualify for an immediate annuity without penalty under the *Public Service Superannuation Act*.

NEW ARTICLE
PRE-RETIREMENT TRANSITION LEAVE

NEW

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 ARTICLE
SOCIAL JUSTICE FUND**

NEW

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.

NEW ARTICLE SUPERANNUATION

The Union reserves the right to table demands concerning the eligibility of union leave, premiums and allowances for the purposes of pension calculation.

The Union further reserves the right to table demands concerning the extension of the period available to employees for decisions related to the buy-back of pensionable service.

The Union further reserves the right to table demands concerning the eligibility for early retirement for the Ships' Crews Group (SC).

**NEW ARTICLE
UNIFORMS**

xx.xx All uniforms and clothing issued by the Employer shall be made in Canada and shall bear a recognized Union label.

NEW ARTICLE 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 ARTICLE MEDICAL APPOINTMENT

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.**

Medical Certificate

- xx. In all cases, a medical certificate provided by a legally qualified medical practitioner shall be considered as meeting the requirements of paragraph 35.02(a).**
- 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. Employees required to provide a medical certificate shall also be granted leave with pay for all time associated with the obtaining of said certificate.**

**NEW ARTICLE
STUDENT EMPLOYMENT**

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

**NEW ARTICLE
INCOME AVERAGING**

The Union reserves the right to make proposals concerning income averaging pending discussion with the Employer.

NEW ARTICLE
OCCUPATIONAL GROUP STRUCTURE REVIEW

The Union reserves the right to present demands concerning Classification Reform and Occupational Group Structure, as related to the Operational Services Group (SV).