



TENTATIVE AGREEMENT

PUBLIC SERVICE ALLIANCE OF CANADA (PSAC)

OPERATIONAL SERVICES BARGAINING UNIT (SV)

COMPRISING EMPLOYEES IN THE FOLLOWING CLASSIFICATIONS:

Firefighters (FR)
General Labour and Trades (GL)
General Services (GS)
Heating, Power and Stationary Plant Operations (HP)
Hospital Services (HS)
Lightkeepers (LI)
Ships' Crews (SC)
Printing Operations (Supervisory) (PR(S))



File: 2121-SV-3

February 20, 2017

TO: ALL MEMBERS OF THE PSAC – OPERATIONAL SERVICES BARGAINING UNIT (SV)

RE: TENTATIVE AGREEMENT

On February 4, 2017, after two-and-a-half years of negotiations, our SV bargaining team finally reached a tentative agreement with Treasury Board. Our bargaining team unanimously recommends ratification of our new agreement.

If ratified, the settlement will improve our members' working conditions in several ways. These improvements are the product of the hard work and dedication of both our team and the membership over the course of this round of bargaining.

HIGHLIGHTS OF OUR TENTATIVE AGREEMENT

Economic Increases

The tentative agreement contains improvements to monetary compensation for members. This includes general wage increases, improvements for allowances for certain occupations as well as market adjustment to wages as per the Joint Wage Study conducted in 2014 (see details below).

The total compensation for all SV group members' amounts to a minimum increase of five percent (5%) over the four years of the collective agreement, plus extra increases for specific occupations as outlined below.

- Effective June 21, 2014: 1.25%
- Effective June 21, 2015: 1.25%
- Effective June 21, 2016: 1.25%
- Effective June 21, 2017: 1.25%

Market Adjustments

Adjustments effective August 5, 2016, prior to the General Economic Increase (GEI):

FR: 15%

GL-COI: 0.5%

GL-EIM: 6%

GL-MAM: 2.5%

GL-MDO: 0.5%

GL-PIP: 2%
GL-VHE: 9%
GL-WOW: 2%
GS-group: 0.75%
HP group: 15%

Wage Adjustments

Increases effective August 5, 2016, prior to GEI:

GL-AIM: 2.5%
GL-AMW: 2.5%
GL-ELE: 0.5%
GL-GHW: 2.5%
GL-INM: 2.5%
GL-MAN: 2.5%
GL-MOC: 2.5%
GL-MST: 2.5%
GL-PCF: 0.5%
GL-PRW: 2.5%
GL-SMW: 0.5%
HS group: 0.75%
LI group: 1.5%
PR(S) group: 0.5%
SC group: 5%

Sick Leave

- The sick leave provisions (article 36) of our collective agreement will remain unchanged.
- The parties have negotiated a memorandum of agreement to establish a task force to develop recommendations on measures to improve employee wellness and reintegration into the workplace of employees who have been on sick leave.
- Any future enhancements to the sick leave regime would need to be negotiated and agreed to by both parties. PSAC's four principles are included in the MOA: sick leave provisions will be contained in the collective agreement, will provide for wage replacement, will protect and grandparent sick leave banks, and will not be administered by a third-party provider. Any enhanced sick leave regime shall contain, at minimum, these four principles.

Workforce Adjustment Appendix

- What we achieved represents the most significant improvements in workforce adjustment since it was first signed as an appendix into PSAC collective agreements in 1998.
- Changes will reduce involuntary layoffs by allowing volunteers to come forward to leave the public service during times of workforce adjustment.

- Employees will now have up to fifteen months to find an alternation match.
- More union involvement, ensuring employees have the right to union representation during the process.
- Limits to contracting out.
- Improvements to the monetary provisions, including the education allowance, the counselling allowance, and the transition support measure.

Detailed summary of the tentative agreement reached on February 4, 2017:

ARTICLE 2 – DEFINITION OF FAMILY

Inclusion of step-brother, step-sister, foster child, daughter-in-law and son-in-law.

ARTICLE 14 – LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

Clause 14.02 & 14.09: Operational requirements are no longer a consideration when employees are required to take leave for representation for certification and negotiations.

NEW – Clause 14.14: Effective January 1, 2018, when employees are on leave without pay for Union business for clause 14.02 (representations at the labour board for a certification or intervention); clause 14.09 (negotiations); clause 14.10 (preparation for negotiations); clause 14.12 (Board of Directors meetings, Executive Board meetings or conventions) and clause 14.13 (training courses for employee representatives), **they will not experience an interruption of pay. The employer will pay them as usual and invoice the Alliance for the salary and benefits.**

ARTICLE 17 – DISCIPLINE

Increase of notice for disciplinary measures from one day to two days.

ARTICLE 19 – NO DISCRIMINATION

Addition of gender identity and expression in list of prohibited grounds for discrimination.

ARTICLE 35 – VACATION LEAVE WITH PAY

Members who leave the public service and then return shall have their prior service count for the calculation of vacation accrual. This gives all members the same rights as former members of the Canadian Forces, who have had their prior service in the CF recognized for vacation accrual since April 2012. Recognition of Canadian Forces service for vacation accrual has been moved from an MOU into the collective agreement.

ARTICLE 36 – SICK LEAVE

The sick leave provisions of our collective agreement will remain unchanged.

ARTICLE 38 – MATERNITY LEAVE WITHOUT PAY

Update of language to take into account new legislation reducing the waiting period for employment insurance to one week from two weeks.

ARTICLE 39 – PARENTAL LEAVE WITHOUT PAY

Update of language to take into account new legislation reducing the waiting period for employment insurance to one week from two weeks.

ARTICLE 41 – VOLUNTEER LEAVE

Volunteer leave will be deleted from the collective agreement, on April 1st in the year following the signing of the agreement and moved to Article 52 (Personal Leave with Pay).

ARTICLE 42 – LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

Expansion of definition of family for whom an employee can access family-related leave to include ward of the employee, grandchild, father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents of the employee and any relative for whom the employee has a duty of care.

Clause 42.03 – there is no longer a cap of 7.5 hours for the employee to use FRRL to attend school functions, or to provide for their child in case of an unforeseen closure of the school or day care facility.

ARTICLE 44 – MATERNITY-RELATED REASSIGNMENT OR LEAVE

Expansion of reassignment from 24 to 52 weeks.

ARTICLE 46 – BEREAVEMENT LEAVE WITH PAY

Bereavement leave was formerly for seven consecutive calendar days. Now an employee can split it into two periods so that they can access some days at the time of death and other days at a later period (but within 12 months) for the purpose of attending a memorial or ceremony.

In addition, daughter-in-law and son-in-law have been added to the definition of family for which the employee can take the seven calendar days, and grandparents of spouse have been added the definition of family for which the employee can take one day of bereavement leave.

ARTICLE 52 – LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

Clause 52.02- Merged Volunteer Leave with Personal Leave (to a maximum of two days) that can now be taken for reasons of a personal nature. Employees now have ability to take this leave in full or half days.

ARTICLE 56 – EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

Clause 56.03 - Employees may now request to examine their personnel file at any time rather than only once per year.

New Clause 56.04 - When a report pertaining to an employee's conduct is placed in their personnel file, that employee will now have the right to access the report, sign the report to indicate it has been read, attach a written response to the report.

NEW ARTICLE 57 – CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE

Replaced the old Penological Service Allowance with a new Correctional Service Specific Duty Allowance. Increase of allowance to \$2,000 annually for all.

Previously employees in maximum security institutions were already getting \$2,000, however those in medium institutions were getting \$1,000 and those in minimums were getting \$600, the latter two will receive an increase. Parole officers were getting \$1,800 and will see their allowance increased to \$2,000 as well.

ARTICLE 69 – DURATION

The new agreement, if ratified by the membership, will expire on August 4, 2018.

APPENDICES

B (General Labour and Trades Group, C (General Service Group), G (Ship's Crews)

- **Appendix B – 1.10 (Rest Periods).**
- **Appendix C – 2.07 (Rest Periods and Meal Breaks)**
- **Appendix G – 2.02 (Rest Periods).**

Rest period increased from 10 to 15 minutes.

APPENDIX F – LIGHTKEEPERS (LI)

Allowance increases:

- Annex B – Supplementary: \$2,237 (in 1 and 2-man stations) & \$1,917 (in 4-man stations)
- Annex C - Rotational Food: \$200.

APPENDIX G – SHIP'S CREWS (SC)

2.01 (c) Meals will now constitute part of the work period when required to eat.

Allowance increases:

- Rescue Specialist: \$136
- Armed Boarding: \$158

APPENDIX J – JOINT LEARNING PROGRAM

Funding for the Program will be increased to \$330,000 per month from previous monthly amount of \$292,000. A joint study on health and safety will be funded at \$50,000.

APPENDIX I – WORKFORCE ADJUSTMENT

Voluntary program and alternation

The two most significant gains made are ones that significantly decrease the likelihood of involuntary layoffs, by allowing volunteers to come forward to leave the public service during times of workforce adjustment.

The voluntary program language (a new clause) has the following features:

- Departments and organizations are **obligated** to use a voluntary program in all cases where there are five or more affected employees at the same group and level in the same work unit.
- The voluntary program must be the subject of **meaningful consultation** between the department and the union.
- The program can only take place **after affected letters** have been delivered to employees.
- The program needs to take place **before the department engages in a SERLO** process. In many cases we are hoping that the program will avoid all use of the SERLO process.
- Volunteers need to be given a minimum **of thirty** days to decide if they wish to participate. This time is needed so they can carefully consider their options.
- Volunteers will have access to **options B, Ci or Cii** under section 6.3 of the appendix.
- Finally, if the number of volunteers is larger than the required number of positions to be eliminated, **seniority** will be used to determine who is entitled to leave.

Alternation

In the past, only opting employees were allowed to alternate. Because WFA processes don't all happen at the same time, the 120-day limit made it hard for members to find an alternate.

Under the new agreement:

- Both **opting AND surplus (option A) employees** will be eligible to alternate. This means that employees now have up fifteen months to find an alternate.
- The employer will have an increased obligation to ensure that affected employees understand how alternation takes place.
- For alternations taking place during the surplus period, the transition support measure available to the alternate will be reduced by one week for each week of surplus period already used.

The union's role in WFA situations

- In clause 1.1.3, we have achieved agreement that departmental WFA committees are to be **joint union-management committees**.

- In clause 1.1.34, we reinforced the employer’s obligation to ensure that employees have the **right to be represented by the union** in the application of the WFAA.
- We achieved several improvements to the **notice provisions** of the WFAA. The current WFAA focused on notice when employees are made affected. The new notice provisions require the union to receive copies of official notices at several other critical stages of the process, including advance notice of layoff.

Improved limits on contracting out in WFAA situations

We have expanded the scope of clause 1.1.27, which currently states that departments are, where practicable, to refrain from re-engaging the use of consultants, contractors, temporary help agencies, and non-indeterminate staff, if doing so will allow the appointment of surplus or laid-off persons. The new clause will also require departments to review their use of **contracted-out services**, which is a significant expansion beyond consultants and contractors.

The new clause also limits departments from **engaging or re-engaging** contractors or consultants or contracted-out services.

Monetary improvements

- The transition support measure will now be calculated on the basis of an employee’s **total years of service, both continuous and discontinuous**, across the entire public service.
- The transition support measure can now be **split into two amounts**, payable over two years, which provides for improved tax treatment.
- The education allowance increases from the current \$10,000 to **\$15,000**.
- The education allowance can now be used for any **“relevant”** equipment related to the education course (the old language restricted use to “mandatory” equipment).
- The allowance for financial or career counselling services available to opting employees has been increased from the current \$600 to **\$1,000**.

NEW APPENDIX – PRESUMPTIVE CANCER COVERAGE FOR FR GROUP

The parties agree that a letter be sent from Treasury Board President to Provinces requesting that appropriate steps be taken to ensure that federal firefighters are covered by provincial presumptive cancer legislations (Provincial Workers Compensation Acts).

NEW APPENDIX – UNION LEAVE

The parties have agreed to a memorandum of understanding to establish a joint committee to implement a system of cost recovery for leave for union business.

NEW APPENDIX – MENTAL HEALTH

The parties agreed in 2015 to a memorandum of understanding to establish a joint task force to improve mental health in the workplace, and work on this effort began immediately. Please visit PSAC's national website for a review of the important work being done by this joint committee.

NEW APPENDIX – CHILDCARE

The parties have agreed to a memorandum of understanding to undertake a joint study on childcare needs of employees.

NEW APPENDIX – TERMINABLE ALLOWANCE

The parties agreed to give a new \$8,000 Annual Terminable Allowance for GL-MAM refrigeration/HVAC technicians, instead of a percentage market adjustment as per the 2014 Joint Wage Study.

NEW APPENDIX – SC COMPENSATION

The parties agreed to create a Joint Committee to examine Ships' Crew (SC) compensation. The Committee will meet within 180 days of the date signing of the CA.

Your Bargaining Team, comprising of:

- Melvin Dureen
- Blair Winger
- Serge Desbiens
- Frank Nitschmann
- Marcelo Lazaro
- Bill Ryan
- Hassan Husseini (PSAC Negotiator)
- Janson LaBond (PSAC Research Officer)

unanimously recommends acceptance of this tentative agreement.

In Solidarity,



Sharon DeSousa
Regional Executive Vice-President

- cc. National Board of Directors
- Component Presidents
- Directors' Team
- Linda Cassidy, A/Coordinator, Negotiations Section

Lisa Addario, A/Coordinator, Representation Section
Shelina Merani, Communications, Political Action and Campaigns Section
Essential Services & Exclusions
David-Alexandre Leblanc, Senior Research Officer, Negotiations Section
Hassan Hussein, Negotiator, Negotiations Section
Janson LaBond, Research Officer, Negotiations Section
Patricia Harewood, Legal Officer
Margaret Barry, Administrative Assistant to Legal Officer
Regional Coordinators
Micheline Labelle, Supervisor, Membership Administration
Dale Robinson, Strike Mobilization Project Officer
Ratification Kit Binder (Negotiations Section)

ARTICLE 2
INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

- (m) **"family"** (*famille*)
except where otherwise specified in this Agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, **step-brother, step-sister**, spouse (including common-law partner resident with the employee), child (including child of common-law partner), stepchild, **foster child** or ward of the employee, grandchild, father-in-law, mother-in-law, **daughter-in-law, son-in-law**, the employee's **grand parents grandparents** and relative permanently residing in the employee's household or with whom the employee permanently resides.




**ARTICLE 11
CHECK-OFF**

Union will agree to 11.06 as amended below, if Employer agrees to maintain 11.07 status quo

11.06 The amounts deducted in accordance with clause 11.01 shall be remitted to the Comptroller of the Alliance by cheque **electronic payment** within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

11.07


The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.








 4 Feb 2016

**ARTICLE 14
LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS**

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

14.02 ~~When operational requirements permit,~~ The Employer will grant leave without pay:

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

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

Contract Negotiation Meetings

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.

Preparatory Contract Negotiation Meetings

14.10 When operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings.

Meetings Between the Alliance and Management Not Otherwise Specified in this article

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

Representatives' Training Courses

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



14.14 Effective January 1, 2018, leave granted to an employee under article 14.02, 14.09, 14.10, 14.12 and 14.13 will be leave with pay; the PSAC will reimburse the employer for the salary and benefit costs of the employee during the period of approved leave with pay according to the terms established by joint agreement.



**ARTICLE 17
DISCIPLINE**

17.02 When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary 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. Where practicable, the employee shall receive a minimum of ~~one (1)~~ **two (2)** day's notice of such a meeting.



ARTICLE 19
NO DISCRIMINATION

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

John E. [unclear] 6/18/15 2:30pm

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Frank Nitschmann

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Bo [unclear]
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6/8/15 2:40p.m.

ARTICLE 35
VACATION LEAVE WITH PAY

35.03

- (a) For the purpose of clause 35.02 and 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 (1) 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.

- (a)(ii) For the purpose of clause 35.03(a)(i) 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.

as per MOA signed on July 19, 2012

ARTICLE 38
MATERNITY LEAVE WITHOUT PAY

38.02 Maternity Allowance

- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period of ~~two (2)~~ weeks before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;

and
 - (ii) for each week that the employee receives a maternity benefit under the Employment Insurance or the Québec Parental Insurance plan, she is eligible to receive the difference between 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;

and
 - (iii) where an employee has received the full fifteen (15) weeks of maternity benefit and under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week at ninety-three per cent (93%) of her weekly rate of pay, less any other monies earned during this period.



ARTICLE 39
PARENTAL LEAVE WITHOUT PAY

39.02 Parental Allowance

- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - (ii) for each week the employee receives parental, adoption or paternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, he/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/her parental, adoption or paternity benefit to which he/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;-
- and**
- (iv) where an employee has received the full thirty-five (35) weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week at ninety-three per cent (93%) of his or her weekly rate of pay, less any other any monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 38.02(c)(iii) for the same child.



**ARTICLE 40
LEAVE WITHOUT PAY FOR THE CARE OF FAMILY**

40.02 Subject to paragraph 2.01(m), an employee shall be granted leave without pay for the care of family in accordance with the following conditions:

(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.



NEW
ARTICLE XX – COMPASSIONATE CARE LEAVE

- XX.01** 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.

- XX.02** 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.

- XX.03** 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.

- XX.04** 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.



ARTICLE 41 – VOLUNTEER LEAVE

***Effective on April 1st of the year following the signing of the collective agreement: Article 41 Volunteer leave is deleted from the collective agreement.**

41.01

~~Subject to operational requirements as determined by the Employer and with 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 two periods of up to four (4) hours each; or up to seven decimal five (7.5) hours or two (2) periods of up to three decimal seven five (3.75) hours each, where the standard work week is thirty seven decimal five (37.5) hours per week, 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.~~

~~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.~~

APPENDIX A FIREFIGHTERS GROUP

Interpretation and Definitions:

- (c) "With respect to the application of clause 52.02 - Personal Leave and clause 41.01 - Volunteer Leave, for firefighters where the standard work week is forty-two (42) hours, the reference to a single period shall be "up to eight point four (8.4) hours".

Effective on April 1st of the year following the signing of the collective agreement, paragraph "c" is deleted from the collective agreement, and is replaced with the following wording:

Interpretation and Definitions:

- c. "With respect to the application of clause 52.02 - Personal Leave and clause 41.01 ~~Volunteer Leave~~, for firefighters where the standard work week is forty-two (42) hours, **employees shall be granted, in each fiscal year, sixteen decimal eight (16.8) hours of leave with pay for reasons of a personal nature. This leave can be taken in periods of eight decimal four (8.4) hours or four decimal two (4.2) hours each** ~~the reference to a single period shall be "up to eight point four (8.4) hours".~~

DePine

ARTICLE 42

LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

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

- a. spouse (or common-law partner resident with the employee);
- b. children (including foster children, step-children or children of the spouse or common-law partner, **ward of the employee**), **grandchild**;
- c. parents (including step-parents or foster parents),
- d. father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents of the employee;**
- e. any relative permanently residing in the employee's household or with whom the employee permanently resides; or
- f. any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.**

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

- (i) 37.5 hours in a fiscal year where the standard work week is thirty-seven decimal five (37.5) hours;
- (ii) 40 hours in a fiscal year where the standard work week is forty (40) hours;
- (iii) 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) 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) twenty percent (20%) of the applicable hours stipulated in clause 42.02 above may be used 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.
- ~~(e) twenty percent (20%) of the applicable hours stipulated in clause 42.02 above may be used:
 - ~~(i) to attend school functions, if the supervisor was notified of the function as far in advance as possible;~~
 - ~~(ii) to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;~~
 - ~~(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.~~~~



ARTICLE 42
LEAVE WITH PAY FOR FAMILY- RELATED RESPONSIBILITIES

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.

John E. Wu 3/10/16 9:00pm
James Paul
Bill Ryan
Frank Nitchmann
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Tal Leinich
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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 ~~twenty-fourth (24th)~~ **fifty-second (52nd)** 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 work place 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)~~ **fifty-two (52)** weeks after the birth.



ARTICLE 46
BEREAVEMENT LEAVE

46.01 When a member of the employee's family dies, an employee shall be entitled to a bereavement leave with pay period of seven (7) consecutive calendar days. Such bereavement leave 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 regular 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.

- a. At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.**
- b. When requested to be taken in two (2) periods:**
 - a. The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death; and**
 - b. The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.**
 - c. The employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.**

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



**ARTICLE 46
BEREAVEMENT LEAVE WITH PAY**

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.

Jon E. Williams 3/10/16 9:00pm
James P. [unclear]
Bill Ryan
Frank Nitschmann
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Val Leindeck
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Mac Assali
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March 10, 2016

ARTICLE 52

LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

***Effective on April 1st of the year following the signing of the collective agreement, the previous provision is replaced with the following:**

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, **sixteen (16) hours of leave with pay for reasons of a personal nature.** ~~a single period of up to eight (8) hours or two periods of up to four (4) hours each; or up to seven decimal five (7.5) hours or two (2) periods of up to three decimal seven five (3.75) hours each, 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.~~ **This leave can be taken in periods of eight (8) hours or four (4) hours each.**

Notwithstanding the above paragraph, where the standard work-week is thirty-seven decimal five (37.5) hours per week, employees shall be granted, in each fiscal year, fifteen (15) hours of leave with pay for reasons of a personal nature. This leave can be taken in periods of seven decimal five (7.5) hours or three decimal seven five (3.75) hours each.

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 leave at such times as the employee may request.



ARTICLE 56

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

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.

56.04 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.



**ARTICLE 57
PENOLOGICAL FACTOR ALLOWANCE**

General

57.01 A Penological Factor Allowance shall be payable to incumbents in some positions in the bargaining unit which are in Correctional Service Canada, subject to the following conditions:

57.02 The Penological Factor Allowance is used to provide additional compensation to an incumbent of a position who, by reason of duties being performed in a penitentiary, as defined in the *Corrections and Conditional Release Act* as amended from time to time, assumes additional responsibilities for the custody of inmates other than those exercised by the Correctional Group.

57.03 The payment of the allowance for the Penological Factor is determined by the designated security level of the penitentiary as determined by the Correctional Service of Canada. For those institutions with more than one (1) designated security level (i.e. multi-level institutions), the PFA shall be determined by the highest security level of the institution.

Amount of PFA

57.04

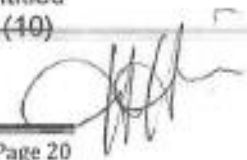
Penological Factor Designated Security Level of the Penitentiary		
Maximum	Medium	Minimum
\$2,000	\$1,000	\$600

Application of PFA

57.05 Penological Factor Allowance shall only be payable to the incumbent of a position on the establishment of, or loaned to, Correctional Staff Colleges, Regional Headquarters, and National Headquarters, when the conditions described in clause 57.02 above are applicable.

57.06 The applicability of PFA to a position and the position's degree of PFA entitlement, shall be determined by the Employer following consultation with the Alliance.

57.07 Except as prescribed in clause 57.10 below, an employee shall be entitled to receive PFA for any month in which he or she receives a minimum of ten (10) days' pay in a position(s) to which PFA applies.




~~57.08~~ Except as provided in clause 57.09 below, PFA shall be adjusted when the incumbent of a position to which PFA applies, is appointed or assigned duties in another position to which a different level of PFA applies, regardless of whether such appointment or assignment is temporary or permanent, and for each month in which an employee performs duties in more than one (1) position to which PFA applies, the employee shall receive the higher allowance, provided he or she has performed duties for at least ten (10) days as the incumbent of the position to which the higher allowance applies.

~~57.09~~ When the incumbent of a position to which PFA applies, is temporarily assigned a position to which a different level of PFA, or no PFA, applies, and when the employee's basic monthly pay entitlement in the position to which he or she is temporarily assigned, plus PFA, if applicable, would be less than his or her basic monthly pay entitlement plus PFA in his or her regular position, the employee shall receive the PFA applicable to his or her regular position.

~~57.10~~ An employee will be entitled to receive PFA, in accordance with the PFA applicable to his or her regular position:

(a) — during any period of paid leave up to a maximum of sixty (60) consecutive calendar days;

— or

(b) — during the full period of paid leave where an employee is granted injury on duty leave with pay because of an injury resulting from an act of violence from one or more inmates.

~~57.11~~ PFA shall not form part of an employee's salary except for the purposes of the following benefit plans:

~~Public Service Superannuation Act~~

~~Public Service Disability Insurance Plan~~

~~Canada Pension Plan~~

~~Quebec Pension Plan~~

~~Employment Insurance~~

~~Government Employees Compensation Act~~

~~Flying Accident Compensation Regulations.~~

~~57.12~~ If, in any month, an employee is disabled or dies prior to establishing an entitlement to PFA, the PFA benefits accruing to the employee or the employee's estate shall be determined in accordance with the PFA entitlement for the month preceding such disablement or death.



NEW ARTICLE 57
CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE

The following allowance replaces the former Penological Factor Allowance (PFA). The parties agree that only incumbents of positions deemed eligible and/or receiving PFA as of signing of this Collective Agreement, shall receive the Correctional Service Specific Duty Allowance (CSSDA), subject to the criteria outlined below.

57.01 The CSSDA shall be payable to incumbents of specific positions in the bargaining unit within Correctional Service of Canada. The Allowance provides additional compensation to an Incumbent of a position who performs certain duties or responsibilities specific to Correctional Service of Canada (i.e. custody of inmates, the regular supervision of offenders, or the support of programs related to the conditional release of those offenders) within penitentiaries as defined in the *Corrections and Conditional Release Act*, and/or CSC Commissioner Directives.

57.02 The CSSDA shall be two thousand dollars (\$2,000) annually and paid on a bi-weekly basis in any pay period for which the employee is expected to perform said duties of the specific position in a month.

57.03 An employee will be entitled to receive the CSSDA, in accordance with 57.01:

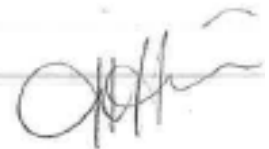
- a. during any period of paid leave up to a maximum of sixty (60) consecutive calendar days;

or

- b. during the full period of paid leave where an employee is granted injury-on-duty leave with pay because of an injury resulting from an act of violence from one or more inmates.

57.04 The CSSDA shall not form part of an employee's salary except for the purposes of the following benefit plans:

- *Public Service Superannuation Act*
- *Public Service Disability Insurance Plan*
- *Canada Pension Plan*
- *Quebec Pension Plan*
- *Employment Insurance*
- *Government Employees Compensation Act*
- *Flying Accident Compensation Regulations (RA)*



ARTICLE 60 SEVERANCE

Required housekeeping

Effective August 6, 2011 clauses 60.01(b) and (d) are deleted from the collective agreement.

60.01 Under the following circumstances and subject to clause 60.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which he or she is entitled for the classification prescribed in his or her certificate of appointment on the date of his or her termination of employment.

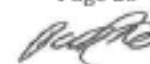
(a) Lay-off

- (i) On the first (1st) lay-off for the first (1st) complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years continuous employment, or four (4) weeks' pay for employees with twenty (20) or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
- (ii) On second (2nd) or subsequent lay-off one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under subparagraph (a)(i).

(b) Resignation

On resignation, subject to paragraph 60.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

(e)(b) Rejection on Probation

On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay.

(d) Retirement

(i) ~~On retirement, when an employee is entitled to an immediate annuity under the *Public Service Superannuation Act* or when the employee is entitled to an immediate annual allowance, under the *Public Service Superannuation Act*,~~
or

(ii) ~~a part-time employee, who regularly works more than thirteen and one-half (13 1/2) but less than thirty (30) hours a week, and who, if he or she were a contributor under the *Public Service Superannuation Act*, would be entitled to an immediate annuity there under, or who would have been entitled to an immediate annual allowance if he or she were a contributor under the *Public Service Superannuation Act*,~~

~~a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay.~~

(e)(c) Death

If an employee dies, there shall be paid to the employee's estate a severance payment, comprising one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of payment in respect of the employee's complete period of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

(f)(d) Termination for Cause for Reasons of Incapacity or Incompetence

(i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to Section 12(1)(e) of the *Financial Administration Act*, one (1) week's pay for

each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

- (ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence pursuant to Section 12(1)(d) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

60.02 Severance benefits payable to an employee under this article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause 60.01 and 60.04 be pyramided.

For greater certainty, payments **in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement)** made pursuant to 60.04 - 60.07 of **Appendix O** or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

60.03 Appointment to a Separate Agency Organization

An employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* shall be paid **any outstanding payment in lieu of all severance, if applicable under Appendix O** payments resulting from the application of 60.01(b) (prior to August 6, 2011) or 60.04-60.07 (commencing on August 6, 2011).

60.04 Employees who were subject to the payment in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) and who opted to defer their payment, the former provisions outlining the payment in lieu are found at Appendix O.

60.04—Severance Termination

- (a) Subject to 60.02 above, indeterminate employees on August 6, 2011 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.




- (b) ~~Subject to 60.02 above, term employees on August 6, 2011 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.~~

Terms of Payment

60.05 — Options

The amount to which an employee is entitled shall be paid, at the employee's discretion, either:

- (a) ~~as a single payment at the rate of pay of the employee's substantive position as of August 6, 2011, or~~
- (b) ~~as a single payment at the time of the employee's termination of employment from the core public administration, based on the rate of pay of the employee's substantive position at the date of termination of employment from the core public administration, or~~
- (c) ~~as a combination of (a) and (b), pursuant to 60.06(c).~~

60.06 — Selection of Option

- (a) ~~The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.~~
- (b) ~~The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.~~
- (c) ~~The employee who opts for the option described in 60.05(c) must specify the number of complete weeks to be paid out pursuant to 60.05(a) and the remainder to be paid out pursuant to 60.05(b).~~
- (d) ~~An employee who does not make a selection under 60.06(b) will be deemed to have chosen option 60.05(b).~~

60.07 Appointment from a Different Bargaining Unit

This clause applies in a situation where an employee is appointed into a position in the SV bargaining unit from a position outside the SV bargaining where, at the date of appointment, provisions similar to those in 60.01(b) and (d) are still in force, unless the appointment is only on an acting basis.



- (a) Subject to 60.02 above, on the date an indeterminate employee becomes subject to this Agreement after August 6, 2011, he or she shall be entitled to severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.

- (b) Subject to 60.02 above, on the date a term employee becomes subject to this Agreement after August 6, 2011, he or she shall be entitled to severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.

- (c) An employee entitled to a severance payment under sub-paragraph (a) or (b) shall have the same choice of options outlined in 60.05; however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.



**APPENDIX I
WORKFORCE ADJUSTMENT**

7.9 Vacation Leave Credits and Severance Pay

- 7.9.1 Notwithstanding the provisions of this Agreement concerning vacation leave, an employee who accepts a job offer pursuant to this Part may choose not to be paid for earned but unused vacation leave credits, provided that the new employer will accept these credits.
- 7.9.2 Notwithstanding the provisions of this Agreement concerning severance pay, an employee who accepts a reasonable job offer pursuant to this Part will not be paid severance pay where successor rights apply and/or, in the case of a Type-2 transitional employment arrangement, when the new employer recognizes the employee's years of continuous employment in the public service for severance pay purposes and provides severance pay entitlements similar to the employee's severance pay entitlements at the time of the transfer. However, an employee who has a severance termination benefit entitlement under the terms of article 60.05(b) or (c) of **Appendix O** shall be paid this entitlement at the time of transfer.



**APPENDIX O
ARCHIVED PROVISIONS FOR THE
ELIMINATION OF SEVERANCE PAY FOR
VOLUNTARY SEPARATIONS (RESIGNATION AND RETIREMENT)**

This Appendix is to reflect the language agreed to by the Employer and the Public Service Alliance of Canada for the elimination of severance pay for voluntary separations (resignation and retirement) on August 6, 2011. These historical provisions are being reproduced to reflect the agreed language in cases of deferred payment.

**Article 60
Severance Pay**

Effective August 6, 2011 clauses 60.01(b) and (d) are deleted from the collective agreement.

60.01 Under the following circumstances and subject to clause 60.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which he or she is entitled for the classification prescribed in his or her certificate of appointment on the date of his or her termination of employment.

(a) Lay-off

- (i) On the first (1st) lay-off for the first (1st) complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years continuous employment, or four (4) weeks' pay for employees with twenty (20) or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
- (ii) On second (2nd) or subsequent lay-off one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under sub-paragraph (a)(i).

(b) Resignation

On resignation, subject to paragraph 60.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each

complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

(c) **Rejection on Probation**

On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay.

(d) **Retirement**

- (i) On retirement, when an employee is entitled to an immediate annuity under the *Public Service Superannuation Act* or when the employee is entitled to an immediate annual allowance, under the *Public Service Superannuation Act*,

or

- (ii) a part-time employee, who regularly works more than thirteen and one-half (13 1/2) but less than thirty (30) hours a week, and who, if he or she were a contributor under the *Public Service Superannuation Act*, would be entitled to an immediate annuity there under, or who would have been entitled to an immediate annual allowance if he or she were a contributor under the *Public Service Superannuation Act*, a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay.

(e) **Death**

If an employee dies, there shall be paid to the employee's estate a severance payment, comprising one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of payment in respect of the employee's complete period of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

(f) **Termination for Cause for Reasons of Incapacity or Incompetence**



- (i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to Section 12(1)(e) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

- (ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence pursuant to Section 12(1)(d) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

60.02 Severance benefits payable to an employee under this article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause 60.01 and 60.04 be pyramided.

For greater certainty, payments made pursuant to 60.04 - 60.07 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

60.03 Appointment to a Separate Agency Organization

An employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* shall be paid all severance payments resulting from the application of 60.01(b) (prior to August 6, 2011) or 60.04-60.07 (commencing on August 6, 2011).

60.04 Severance Termination

- (a) Subject to 60.02 above, indeterminate employees on August 6, 2011 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.

- (b) Subject to 60.02 above, term employees on August 6, 2011 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.



Terms of Payment**60.05 Options**

The amount to which an employee is entitled shall be paid, at the employee's discretion, either:

- (a) as a single payment at the rate of pay of the employee's substantive position as of August 6, 2011, or
- (b) as a single payment at the time of the employee's termination of employment from the core public administration, based on the rate of pay of the employee's substantive position at the date of termination of employment from the core public administration, or
- (c) as a combination of (a) and (b), pursuant to 60.06(c).

60.06 Selection of Option

- (a) The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.
- (b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
- (c) The employee who opts for the option described in 60.05(c) must specify the number of complete weeks to be paid out pursuant to 60.05(a) and the remainder to be paid out pursuant to 60.05(b).
- (d) An employee who does not make a selection under 60.06(b) will be deemed to have chosen option 60.05(b).

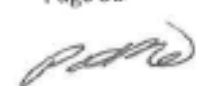
60.07 Appointment from a Different Bargaining Unit

This clause applies in a situation where an employee is appointed into a position in the SV bargaining unit from a position outside the SV bargaining where, at the date of appointment, provisions similar to those in 60.01(b) and (d) are still in force, unless the appointment is only on an acting basis.

- (a) Subject to 60.02 above, on the date an indeterminate employee becomes subject to this Agreement after August 6, 2011, he or she shall be entitled to

severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.

- (b) Subject to 60.02 above, on the date a term employee becomes subject to this Agreement after August 6, 2011, he or she shall be entitled to severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- (c) An employee entitled to a severance payment under sub-paragraph (a) or (b) shall have the same choice of options outlined in 60.05; however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.



ARTICLE 67
TRANSPORTATION EXPENSES

67.01 If an employee is called back or is required to report to work pursuant to Articles 29, 30, 31, 32, or the Reporting Pay clauses of the appropriate Appendix,

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

Pathee
Michelle
B. Smith
Spencer
Karl Nitching
Jim *Smith*
D. W. J.
Becky
Tom E. W. → 11/19/14 2:30 PM
Ch. M.
Scott
D. Morgan
Edwardson
Stell
Mani Gaudes Jossal
[Signature]

ARTICLE 69
DURATION

69.01 The provisions of this Agreement will expire on August 4, 2014
August 4, 2018.

69.02 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is signed.



**Appendix A
Firefighters Group -
Specific Provisions and
Rates of Pay**

Notwithstanding the General Provisions of this collective agreement, the following specific provisions shall apply to employees performing duties in the Firefighters Group.

General

Interpretation and Definitions:

"daily rate of pay" means an employee's annual rate of pay divided by the number of working days in his or her annual work schedule;

"hourly rate of pay" means a full-time employee's weekly rate of pay divided by forty-two (42), except that for an employee who is employed as a fire chief, deputy chief, fire prevention officer or a fire prevention inspector "hourly rate of pay" means that employee's weekly rate of pay divided by thirty-seven decimal five (37.5);

"With respect to the application of clause 52.02 - Personal Leave and clause 41.01 - Volunteer Leave, for firefighters where the standard work week is forty-two (42) hours, the reference to a single period shall be "up to eight point four (8.4) hours" or two (2) periods of up to four decimal two (4.2) hours each".

H. H. H. Sept. 14/16 @ 4:25 pm
[Signature] *[Signature]*
Frank Natchewann
[Signature]
[Signature]
[Signature]

September 14, 2016

**APPENDIX B
GENERAL LABOUR & TRADES
SPECIFIC PROVISIONS AND RATES OF PAY**

TRAVEL BETWEEN WORK SITES

2.01 When an employee is required to perform work at other than his normal work place, as defined in the Treasury Board Travel Directive, and the employee's status is such that the employee is not entitled to claim expenses for lodging and meals, the Employer shall provide transportation, or mileage-kilometric allowance in lieu, for travel between the employee's normal workplace and any other work place(s).

Patricia
Kent Nitschmann
Robert [unclear]
Michael [unclear]
John [unclear]
John [unclear]
John [unclear]

Bob Ryan
Don [unclear]
John [unclear]
Al Dorgan
Edward [unclear]
Ed Hall
Mani Dames [unclear]

[unclear]
[unclear]
[unclear]

John E. [unclear]
11/18/14 2:30pm

REST PERIODS
APPENDIX B
GENERAL LABOUR & TRADES GROUP SPECIFIC
PROVISIONS AND RATES OF PAY

1.10 Rest Periods

The Employer shall schedule two (2) rest periods of ~~ten (10)~~ fifteen (15) minutes each during each shift and three (3) rest periods of ~~ten (10)~~ fifteen (15) 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.

APPENDIX C
GENERAL SERVICES GROUP SPECIFIC PROVISIONS AND RATES OF PAY

2.07 Rest Periods and Meal Breaks

(a) The Employer shall schedule two (2) rest periods of ~~ten (10)~~ fifteen (15) minutes each during each shift and three (3) rest periods of ~~ten (10)~~ fifteen (15) minutes during each shift scheduled for twelve (12) hours or more. An employee in the Correctional Service of Canada 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.

APPENDIX G
SHIPS' CREWS SPECIFIC PROVISIONS AND RATES OF PAY GENERAL

2.02 Rest Periods

(a) The employee shall be granted two (2) paid ~~ten (10)~~ fifteen (15) minutes rest periods in each working day of less than twelve (12) hours and three (3) paid ~~ten (10)~~ fifteen (15) minute rest periods for a working day of twelve (12) hours or more.



ANNEX B

Rates of Pay

Effective August 5, 2014 - increase to rates of pay:	1.25%
Effective August 5, 2015 - increase to rates of pay:	1.25%
Effective August 5, 2016 - increase to rates of pay:	1.25%
Effective August 5, 2017 - increase to rates of pay:	1.25%

2014 Compensation Study

To resolve the issues identified in the March 30, 2015 Treasury Board of Canada Secretariat Public Service Alliance of Canada 2014 Compensation Survey Results:

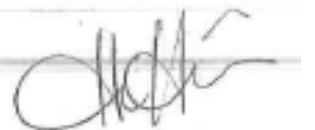
Unless otherwise specified, all adjustments occur August 5, 2016, prior to application of the annual economic increase.

MARKET ADJUSTMENTS

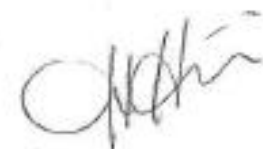
- Firefighters (FR) group – a market adjustment of 15%
- GL-COI - a market adjustment of 0.5%
- GL-EIM - a market adjustment of 6%
- GL-MAM – a market adjustment of 2.5%
- GL-MDO - a market adjustment of 0.5%
- GL-PIP - a market adjustment of 2%
- GL-VHE – a market adjustment of 9%
- GL-WOW – a market adjustment of 2%
- GS group - a market adjustment of 0.75%
- Heating, Power and Stationary Plant Operations (HP) group – a market adjustment of 15%

WAGE ADJUSTMENTS

- GL-AIM - an increase of 2.5%
- GL-AMW - an increase of 2.5%
- GL-ELE - an increase of 0.5%
- GL-GHW - an increase of 2.5%
- GL-INM- an increase of 2.5%




- GL-MAN - an increase of 2.5%
- GL-MOC - an increase of 2.5%
- GL-MST - an increase of 2.5%
- GL-PCF - an increase of 0.5%
- GL-PRW - an increase of 2.5%
- GL-SMW - an increase of 0.5%
- HS group - an increase of 0.75%
- LI group - an increase of 1.5%
- PR(S) group - an increase of 0.5%
- Ships' Crews (SC) group - an increase of 5%



**Appendix F
Lightkeepers**

General

5.03 Where applicable, the Employer shall continue its present practice of delivering food and mail to lightkeepers. Every reasonable effort will be made to effect delivery at least ~~once per month every two (2) months and to give forty-eight (48) hours' notice to the lightkeeper concerned of the departure of the supply vessel~~ **The Employer will provide a tentative planned delivery schedule and updates when available.**

W. H. ...
Sept. 15/16
@ 1:30 PM

Bob ...

Frank Nitichman

[Signature]

[Signature]
James Y. G.

[Signature]

September 15, 2016

APPENDIX F

**LIGHTKEEPERS -
SPECIFIC PROVISIONS AND RATES OF PAY**

**ANNEX B
ADJUSTMENT IN RATES OF PAY**

Supplementary allowance

(a) The following supplementary allowance shall be paid to each lightkeeper:

Full-Time Station

- | | |
|----------------------------|-------------------|
| 1. in 1 and 2-man stations | 2,400 2237 |
| 2. in 4-man stations | 1,800 1917 |



**APPENDIX F
LIGHTKEEPERS -**

**ANNEX C
ACCOMMODATION AND SERVICES**

2. Rotational Light Station Food Allowance

A Lightkeeper shall be entitled to an allowance of ~~one~~ **two** hundred dollars (~~\$100~~ **\$200**) for each on-duty period that he is assigned to a rotational light station.



**APPENDIX G
SHIPS' CREWS**

GENERAL

General Administration

2. Hours of Work and Overtime

2.01 General

(c)

~~(i) Meal periods shall not constitute a part of any work period except for employees who are required to eat during their watch.~~

(ii) However, the provisions of sub-paragraph 2.01(c)(i) above does not apply to employees who are required to eat during their work period.



**APPENDIX G
SHIPS' CREWS**

**ANNEX G
SPECIAL ALLOWANCES**

Rescue Specialist Allowance

An employee who completes the required training and becomes a Certified Rescue Specialist shall receive a monthly allowance of one hundred and thirty ~~six~~ dollars (~~\$130~~ **\$136**) for each month the employee maintains such certifications and is assigned to a sea going position where the employee may be required by the Employer to perform such duties.



**APPENDIX G
SHIPS' CREWS**

**ANNEX G
SPECIAL ALLOWANCES**

Armed Boarding Allowance

An employee, once qualified, shall be paid a monthly allowance of one hundred and fifty **eight** dollars (~~\$150~~ **\$158**) for each month the employee is assigned to a sea going position on selected Offshore Patrol Vessels of the Department of Fisheries and Oceans, which carry special armaments for the purpose of enforcement duties, where the employee may be required by the Employer to participate in armed boarding activity.



APPENDIX I

Employer's amended proposal WFA provisions for the EB, FB, PA, SV, TC Groups

Without Prejudice

Part 1 Roles and Responsibilities

1.1 Departments or Organizations

1.1.3 Departments or organizations shall establish joint workforce adjustment committees, where appropriate, to **manage advise and consult** on the workforce adjustment situations within the department or organization. **Terms of reference of such committees shall include a process for addressing alternation requests from other departments and/or organizations.**

1.1.27 Departments or organizations shall review the use of private temporary agency personnel, consultants, contractors, **and their use of contracted out services**, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, departments or organizations shall refrain from engaging or re-engaging such temporary agency personnel, consultants or contractors, **and their use of contracted out services**, or renewing the employment of such employees referred to above where this will facilitate the appointment of surplus employees or laid-off persons.

1.1.31 Departments or organizations shall provide surplus employees with a lay-off notice at least one (1) month before the proposed lay-off date if appointment efforts have been unsuccessful. **A copy of this notice shall be provided to the National President of the Alliance.**

1.1.34 Departments or organizations shall inform and counsel affected and surplus employees as early and as completely as possible and, in addition, shall assign a counsellor to each opting and surplus employee and laid-off person, to work with him or her throughout the process. Such counselling is to include explanations and assistance concerning:

- a. the workforce adjustment situation and its effect on that individual;
- b. the Workforce Adjustment Appendix;
- c. the PSC's Priority Information Management System and how it works from the employee's perspective;
- d. preparation of a curriculum vitae or resumé;
- e. the employee's rights and obligations;

December 14, 2016

2

Employer's amended proposal WFA provisions for the EB, FB, PA, SV, TC Groups

Without Prejudice

- f. the employee's current situation (e.g. pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
 - g. alternatives that might be available to the employee (the alternation process, appointment, relocation, retraining, lower-level employment, term employment, retirement including the possibility of waiver of penalty if entitled to an annual allowance, transition support measure, education allowance, pay in lieu of unfulfilled surplus period, resignation, accelerated lay-off);
 - h. the likelihood that the employee will be successfully appointed;
 - i. the meaning of a guarantee of a reasonable job offer, a twelve (12) month surplus priority period in which to secure a reasonable job offer, a transition support measure and an education allowance;
 - j. advise employees to seek out proposed alternations and submit request for approval as soon as possible after being informed they will not be receiving a guarantee of a reasonable job offer.
- ... renumber
- p. advising employees of the right to be represented by the Alliance in the application of this Appendix.

...

Part II Official notification

Editorial change

2.1.3 Prior to notifying any potentially affected employee, departments or organizations shall also notify the ~~Chief Executive Officer~~ **National President** of the Alliance. Such notification is to be in writing, in confidence and at the earliest possible date and under no circumstances less than two (2) working days before any employee is notified of the workforce adjustment situation.

**Employer's amended proposal WFA provisions for the EB, FB, PA, SV, TC
Groups**

Without Prejudice

**Part VI
Options for Employees**

6.1 General

6.1.2 Employees who are not in receipt of a guarantee of a reasonable job offer from their deputy head have one hundred and twenty (120) days to consider the three options below before a decision is required of them.

NEW – 6.1.6

A copy of any letter issued by the Employer under this part or notice of lay-off pursuant to the *Public Service Employment Act* shall be sent forthwith to the National President of the Alliance.

6.2 Voluntary Programs

Departments shall establish voluntary departure programs for all workforce adjustments situations involving five or more affected employees working at the same group and level and in the same work unit. Such programs shall:

- A. Be the subject of meaningful consultations through joint union-management WFA committees.
- B. Volunteer programs shall not be used to exceed reduction targets. Where reasonably possible, Departments will identify the number of positions for reduction in advance of the voluntary programs commencing.
- C. Take place after affected letters have been delivered to employees.
- D. Take place before the department engages in SERLO process.
- E. Provide for a minimum of 30 calendar days for employees to decide whether they wish to participate.
- F. Allow employees to select options B, Ci or Cii.
- G. Provide that when the number of volunteers is larger than the required number of positions to be eliminated, where-operational-requirement-permits, volunteers will

December 14, 2016

4

Employer's amended proposal WFA provisions for the EB, FB, PA, SV, TC Groups

Without Prejudice

be selected based on seniority (total years of service in the public service, whether continuous or discontinuous).

Renumber accordingly

6.2 Alternation

~~6.2.3—Only an opting employee, not a surplus one, may alternate into an indeterminate position that remains in the Core Public Administration.~~

6.2.3

- (a) Only opting and surplus employees who are surplus as a result of having chosen Option A may alternate into an indeterminate position that remains in the Core Public Service Administration.**

- (b) If an alternation is proposed for a surplus employee, as opposed to an opting employee, the Transition Support Measure that is available to the alternate under 6.2.3 (b) or 6.2.3 (c) (i) shall be reduced by one week for each completed week between the beginning of the employee's surplus priority period and the date the alternation is proposed.**

6.2.8 An alternation must occur on a given date, i.e. two (2) employees directly exchange positions on the same day. There is no provision in alternation for a "domino" effect or for "future considerations".

For clarity, the alternation will not be denied solely as a result of untimely administrative processes.

Employer's amended proposal WFA provisions for the EB, FB, PA, SV, TC Groups

Without Prejudice

6.3 Options¹

6.3.1

- c. Education allowance is a transition support measure (see Option (b) above) plus an amount of not more than ~~ten-thirteen fifteen~~ thousand ~~five-hundred~~ dollars (\$10,000 ~~13,500~~ 15,000\$) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and ~~mandatory~~ relevant equipment. Employees choosing Option (c) could either: ...

6.3.6 All opting employees will be entitled to up to ~~six- nine-hundred one thousand~~ dollars (\$600 ~~\$900~~ 1,000\$) towards counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial and job placement counselling services.

Transition Support Measure

GENERAL

Amend Definition

Transition Support Measure (*mesure de soutien à la transition*)

is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer. The Transition Support Measure is a cash payment based on the employee's years of ~~continuous employment~~ **service** as per Annex B.

Splitting of TSM payment

Amend paragraph 6.3.1 (b), option #2 which allows for opting employees to take transitional support measure (TSM) payment the choice of taking their TSM cash payment in two installments / payments:

¹ These measures would be considered only if an agreement could also be reached on an Employee Wellness Support Plan.

Employer's amended proposal WFA provisions for the EB, FB, PA, SV, TC Groups

Without Prejudice

6.3.1

(b) Transition support measure (TSM) is a cash payment, based on the employee's years of service in the public service (see Annex B), made to an opting employee. Employees choosing this option must resign but will be considered to be laid-off for purposes of severance pay. **The TSM shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2)-year period.**

Consequential amendment

6.3.7 An opting employee who has received pay in lieu of unfulfilled surplus period, a TSM or an Education Allowance and is re-appointed to ~~that portion of the Core Public Administration~~ specified from time to time in Schedules I and IV to the *Financial Administration Act* **Public Service** shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the TSM or Education Allowance was paid.

Both parties agree to recommend these proposals to their respective principals.

FOR TREASURY BOARD

[Handwritten signature]
Dec 19 116

FOR PSAC

[Handwritten signature]
Dec 14/16

December 14, 2016

7

APPENDIX J

MEMORANDUM OF UNDERSTANDING WITH RESPECT TO A JOINT LEARNING PROGRAM

This memorandum is to give effect to the agreement reached between the This memorandum is to give effect to the agreement reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Program and Administration Services, Operational Services, Technical Services, Border Services and Education and Library Science bargaining units.

The PSAC – TBS Joint Learning Program (JLP) will continue to provide joint training on union management issues.

~~The Employer agrees to provide eight million seven hundred and fifty thousand dollars (\$8,750,000) to fund the PSAC – TBS JLP from June 21st, 2011 until June 20, 2014. The Employer agrees to provide a further \$600,000 over the life of the 2011-2014 PA collective agreement, to be dedicated specifically to promoting the participation of bargaining agents other than the PSAC in the PSAC – TBS JLP.~~

The Employer agrees to provide a further ~~\$292,000~~ **\$330,000** per month to the PSAC – TBS JLP starting on from June 21, 2014 ~~the date of the signature of the PA collective agreement~~ until the subsequent PA collective agreement is signed to ensure continuity of this initiative.

The Employer further agrees to provide fund for the purposes of a joint study in the amount of fifty thousand dollars (\$50,000) to identify the need for training of health and safety committees and the appropriate mechanism for any required training, in line with the National Joint Council (NJC) Directive.

The PSAC – TBS JLP will continue to be governed by the existing joint PSAC – TBS Steering Committee to which **two seats will be added for the other bargaining agents and the equivalent additional number of seats for employer representatives.** The Bargaining Agent Side Secretary on the National Joint Council will be invited to attend the meetings of the PSAC – TBS Steering Committee with voice but no vote. ~~The PSAC – TBS JLP will undertake a review of its governance structure over life of the collective agreement with the objective of including other bargaining agents more fully in the operation of the JLP.~~

APPENDIX N

**LETTER OF UNDERSTANDING
BETWEEN THE
TREASURY BOARD
AND THE
PUBLIC SERVICE ALLIANCE OF CANADA**

~~This letter is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in negotiations for the renewal of the Operational Services Collective Agreement.~~

~~Accordingly, the parties agree, during the life of the Agreement, to conduct a compensation comparability study.~~

~~The parties further agree to meet within ninety (90) days of the signing date of this Agreement to establish the scope and the terms of reference of the study.~~

~~SIGNED AT OTTAWA, this 6th day of the month of April, 2011.~~

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD
AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO
SHIPS' CREWS (SC) GROUP**

The Union and the Employer agree to create a Joint Committee consisting of an equal number of Union and Employer representatives for the purpose of examining the compensation of the Ships' Crew (SC) group.

The parties further agree to meet within one hundred eighty (180) days of the signing date of this Agreement.



March 26, 2015

R. Anandaram Mar 26/15

Employer Proposal 730PM

John R. Wu
de
de
MAD
de
de
de
de

3/26/15 9:00pm
Memorandum of Understanding

between

The Treasury Board
and

The Public Service Alliance of Canada

With Respect to Mental Health in the Workplace

This memorandum of understanding is to give effect to the understanding reached between the Employer and Public Service Alliance of Canada regarding issues of mental health in the workplace.

The task force, comprised of a technical committee and a steering committee, is established with a long-term focus and commitment from senior leadership of the parties. It will focus on continuous improvement and the successful implementation of measures to improve mental health in the workplace.

Accordingly, the parties agree to establish a steering committee and a technical committee by April 30, 2015. The steering committee is to establish the terms of reference of the technical committee by May 30, 2015. These dates may be extended by mutual agreement of the steering committee members. The technical committee terms of reference may be amended from time to time by mutual consent of the steering committee members.

The technical committee will provide a report of recommendations to the steering committee by September 1st, 2015. The steering committee members may, by mutual agreement, extend this period.

The ongoing responsibilities of the technical committee include:

- Identifying ways of reducing and eliminating the stigma in the workplace that is too frequently associated with mental health issues;
- Identifying ways to better communicate the issues of mental health challenges in the workplace and tools such as existing policies, legislation and directives available to support employees facing these challenges;
- Reviewing practices from other jurisdictions and employers that might be instructive for the Public Service;
- Reviewing the National Standard of Canada for Psychological Health and Safety in the Workplace (the Standard) and identify how implementation shall best be achieved within the Public Service; recognizing that not all workplaces are the same.
- Ensuring the participation of Health and Safety committees as required by the steering committee; and that they are apprised of the work of the task force to enable them to properly exercise their existing authorities;
- Outlining any possible challenges and barriers that may impact the successful implementation of mental health best practices; and

March 26, 2015

R. Allen Mar 26/15

Employer Proposal 730PM

- Outlining areas where the objectives reflected in the Standard, or in the work of other organizations, represent a gap with existing approaches within the federal Public Service. Once identified, make ongoing recommendations to the steering committee on how those gaps could be addressed. The National Standard for Psychological Health and Safety in the Workplace should be considered a minimum standard that the Employer's occupational health and safety program may exceed.

The steering and technical committees will be comprised of an equal number of Union and Employer representatives. The steering committee is responsible for determining the number and the identity of their respective technical committee representatives.

John E. Vu → 3/26/15 9:00 PM

Frank Nitchman

John R. Bell

Melvin Deman

Janson F. Bell

Bill Ryan

Hi

Melvin Deman

John R. Bell

RA

NEW
APPENDIX XX



**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD
AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO
CHILD CARE**

This memorandum of understanding is to give effect to the understanding reached between the Employer and Public Service Alliance of Canada regarding childcare.

The Employer agrees to the formation of a Joint National Child Care Committee (the Committee). The Committee shall be comprised of four (4) PSAC and four (4) Employer representatives, with additional resources to be determined by the Committee. Costs associated with the work of the Committee shall be borne by the respective parties.

The responsibilities of the technical committee include:

- a) conducting analyses and research to assess child care and other related support needs and the methods used to meet these needs;
- b) researching the availability of quality child care spaces available to employees across the country;
- c) examining workplace child care facilities across the country;
- d) examining materials, information and resources available to employees on child care and other related supports;
- e) developing recommendations to assist employees access quality child care services across the country; and
- f) any other work the Committee determines appropriate.

The Committee shall meet within three (3) months of the signing of the collective agreement to establish its schedule.

The Committee will provide a report of recommendations to the President of the Public Service Alliance of Canada and the Secretary of the Treasury Board of Canada by December 1st, 2017. This period may, by mutual agreement, be extended.

NEW APPENDIX XX

MEMORANDUM OF AGREEMENT ON SUPPORTING EMPLOYEE WELLNESS

This Memorandum of Agreement is to give effect to the understanding reached between the Employer and Public Service Alliance of Canada regarding issues of employee wellness.

The parties agree to establish a Task Force, comprised of a Steering Committee and a Technical Committee, with a long-term focus and commitment from senior leadership of the parties.

The Task Force will develop recommendations on measures to improve employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury.

The Steering Committee and Technical Committee will be established by January 31, 2017. The committees will be comprised of an equal number of Employer representatives and Union representatives. The Steering Committee is responsible for determining the composition of the Technical Committee. The Steering Committee shall be co-chaired by the President of the Alliance and a representative of the Employer.

The Steering Committee shall establish the terms of reference for the Technical Committee, approve a work plan for the Technical Committee, and timelines for interim reports from the Technical Committee.

All time spent by employees in support of the Technical Committee shall be deemed to be leave with pay for union activities. The Employer will grant leave with pay for employees engaged in these activities, including preparation and travel time.

Dates may be extended by mutual agreement of the Steering Committee members. The Technical Committee's terms of reference may be amended from time to time by mutual consent of the Steering Committee members.

The Technical Committee will develop all agreements and documents needed to support the consideration of a wellness plan during the next round of collective bargaining. This work shall be completed by December 1, 2017. The Technical Committee shall provide interim recommendations for review by the Steering Committee on the following matters through a series of regular meetings:

- Income replacement parameters, the treatment of accumulated sick leave credits and consequential changes to existing leave provisions within the collective agreements;
- Eligibility conditions for a new wellness plan;
- Privacy considerations;
- Internal assessment as well as approval and denial processes;
- Case management and measures to ensure the successful return of employees to the workplace after a period of leave due to illness or injury;

- Joint governance of the wellness plan;
- Options for alternative medical treatments;
- Other measures that would support an integrated approach to the management of employee wellness for Federal Public Service employees, including but not limited to ways to reduce and eliminate threats to workplace wellness, including discrimination, harassment, workplace violence, bullying, and abuse of authority.

The Technical Committee shall respect the related work of the Mental Health Task Force and the Service Wide Occupational Health and Safety Committee in its deliberations.

The Technical Committee shall also review practices from other Canadian jurisdictions and employers that might be instructive for the Public Service, recognizing that not all workplaces are the same. The Service Wide Occupational Health and Safety Committee shall be consulted as required. Leading Canadian experts in the health and disability management field shall also be consulted.

Key Principles

A new wellness plan shall:

- Contribute to a healthy workforce, through a holistic consideration of physical and mental health issues.
- Include case management and timely return to work protocols, based on best practices.
- Investigate integration with other public service benefit plans.
- Address a wide range of medical conditions, work situations and personal circumstances facing employees, including chronic and episodic illnesses and travel time from northern and remote communities for diagnosis and treatment (subject to the NJC Directives, such the Isolated Post and Government Housing Directive) and wait times for medical clearances to return home.
- Be contained in the collective agreements. The final level of adjudication associated with the plan will be the Public Service Labour Relations and Employment Board (PSLREB).
- Be administered internally within the Federal Public Service, rather than by third-party service provider.
- Have common terms which will apply to all employees.
- Provide for full income replacement for periods covered by the plan.
- Ensure that new measures provide at least the same income support protection as that provided by earned sick leave banks in the current regime.
- Current sick leave banks would be grand-fathered/protected and their value appropriately recognized.

If an agreement is not reached within 18 months from the establishment of the

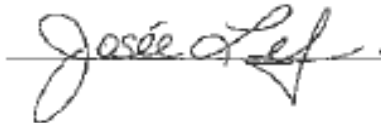
Technical Committee, or should the parties reach impasse before then, the parties agree to jointly appoint a mediator within 30 days.

If the parties are unsuccessful in reaching an agreement, after mediation, the current terms and conditions of employment related to the sick leave regime for PSAC members remain unchanged.

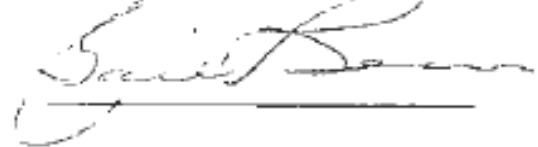
Both parties agree to recommend these proposals to their respective principals

Signed at Ottawa, this 14th day of December 2016.

TREASURY BOARD OF
CANADA SECRETARIAT

A handwritten signature in cursive script, appearing to read "Josée Lef", written over a horizontal line.

PUBLIC SERVICE
ALLIANCE OF CANADA

A handwritten signature in cursive script, appearing to read "Scott Kean", written over a horizontal line.

RA

NEW
APPENDIX XX

AGREEMENT WITH RESPECT TO IMPLEMENTATION OF UNION LEAVE

This Memorandum is to give effect to an agreement reached between the Employer and the Public Service Alliance of Canada (the Union) to implement a system of cost recovery for leave for union business.

The elements of the new system are as follows:

- Recoverable paid leave for union business for periods of up to 3 months of continuous leave per year;
- Cost recovery will be based on actual salary costs during the leave period, to which a percentage of salary, agreed to by the parties, will be added;
- The Employer will pay for all administration costs associated with the operation of this system.

The surcharge will be based on average expected costs incurred by the Employer for payroll taxes, pensions and supplementary benefits during the operation of the program as described above, calculated according to generally accepted practices.


Notwithstanding anything else in this agreement, and as an overarching principle, it will not include costs for benefits that would otherwise be paid by the Employer during an equivalent period of leave without pay. The consequences of the implementation of clause 14.14 will be cost neutral for the Employer in terms of compensation costs, and will confer neither a substantial financial benefit, nor a substantially increased cost, on the Employer.

A joint committee consisting of an equal number of Union and Employer representatives will be struck to resolve matters related to the implementation this new program, including, but not limited to, invoices, accounting and the manner of the transaction.


The Joint Committee's principal work will relate to:

- Determining an appropriate surcharge in recognition of the considerations identified in this document;
- Establishing processes and the Employer's reporting requirements; and
- Other considerations associated with implementation

If agreement cannot be reached on recovering costs against union remittances, the Joint Committee will consider alternate means of cost recovery.



The Joint Committee will be struck and convened within by February 15, 2017, and will complete its work by October 16, 2017 with implementation to be completed by the earliest feasible date as determined by the committee.



In the event that the parties do not reach an agreement, the parties may seek the services of a mediator. Necessary consequential changes will be made to article 14, effective Jan 1, 2018.

The deadline for completion of work and implementation of this system may be extended by mutual consent of both parties to this agreement.

NEW
APPENDIX XX
MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD
AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO
FIREFIGHTERS AND THE PROVINCIAL WORKERS COMPENSATION ACTS

This memorandum of understanding is to give effect to the understanding reached between the Employer and Public Service Alliance of Canada regarding firefighters and the provincial workers compensation acts.

The President of the Treasury Board, or another Minister, will send a letter to the appropriate provincial minister requesting that appropriate steps be taken to ensure federal fire service personnel, subject to the Government Employees Compensation Act (GECA), receive the benefit of all statutory and/or regulatory presumptions contained in the relevant provincial legislation currently provided to fire service personnel in that province.

This letter will contain the following:

1. A requested reply within 6 months from receipt of this letter. Should reply letters not be received within 6 months, a follow-up letter will be sent to provinces as appropriate to inquire on the status of the requested changes.
2. An indication that these steps may include, but are not limited to, any necessary amendments to the definition of fire service personnel contained in, or referenced by, provincial worker's compensation legislation, or related provincial legislation.
3. His or her support of federal fire service personnel being afforded the same coverage as fire service personnel covered under provincial worker compensation acts.
4. A clear statement requesting that appropriate steps be taken to ensure federal fire service personnel, subject to the Government Employees Compensation Act (GECA), receive the benefit of all statutory and/or regulatory presumptions contained in the relevant provincial legislation currently provided to fire service personnel in that province.

This letter will be sent within 90 days of signing of the collective agreement. This period may, by mutual agreement, be extended.



**NEW
APPENDIX XX**

1. Effective on the date of signing of the collective agreement, in an effort to address recruitment and retention issues of the GL-MAM refrigeration HVAC technicians in the Operational Services (SV) group. The Employer will provide an annual terminable allowance of eight thousand (\$8,000) to GL-MAM refrigeration HVAC technicians who have refrigeration and air conditioning mechanic certification and perform the duties of a GL-MAM refrigeration HVAC technician.
2. The parties agree that GL-MAM refrigeration HVAC technicians shall be eligible to receive an annual "Terminable Allowance" subject to the following conditions:
 - (i) An employee in a position outlined above shall be paid the terminable allowance for each calendar month for which the employee receives at least eighty (80) hours' pay at the GL-MAM rates of pay at Appendix B.
 - (ii) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.
 - (iii) A part-time employee shall be entitled to the terminable allowance on a pro-rata basis.
 - (iv) An employee shall not be entitled to the Allowance for periods he is on leave without pay or under suspension.



7 Arulpan
March 26, 2015
John E. [unclear]
3/26/2015 2:00 PM

Barry

Michael G.
[unclear]

**CHANGE REFERENCES TO "THE PUBLIC SERVICE TERMS AND
CONDITIONS OF EMPLOYMENT REGULATIONS"**

John N. [unclear]
[unclear]
[unclear]

**ARTICLE 2
INTERPRETATION AND DEFINITIONS**

2.01(g) "continuous employment" (emploi continu) has the same meaning as specified in the existing *Public Service Terms and Conditions of Employment Regulations Directive on Terms and Conditions of Employment* of the Employer on the date of signing of this Agreement;

PAY ADMINISTRATION

61.03 (b) (iv) for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the *Public Service Terms and Conditions of Employment Regulations Directive on Terms and Conditions of Employment*, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;

**APPENDIX I
WORKFORCE ADJUSTMENT**

7.2.2 (a) (ii) the *Public Service Terms and Conditions of Employment Regulations Directive on Terms and Conditions of Employment*, the terms of the collective agreement referred to therein and/or the applicable compensation plan will continue to apply to unrepresented and excluded employees until modified by the new employer or by the PSLRB pursuant to a successor rights application;

7.2.2 (a) (iii) recognition of continuous employment, as defined in the *Public Service Terms and Conditions of Employment Regulations Directive on Terms and Conditions of Employment*, for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights;