



TENTATIVE AGREEMENT SUMMARY

**PUBLIC SERVICE ALLIANCE OF CANADA
(PSAC)**

BORDER SERVICES GROUP (FB)



File: 2122-F0005-3

April 16, 2018

TO: ALL MEMBERS OF THE PSAC – BORDER SERVICES (FB) BARGAINING UNIT
RE: TENTATIVE AGREEMENT

On March 28, 2018, after over four years of talk, two court challenges, a charter challenge, several unfair labour practice charges, the mobilization of thousands of members, two media campaigns and over a full week of non-stop negotiations, our FB bargaining team finally reached a tentative agreement with The Treasury Board and CBSA.

Our bargaining team unanimously recommends ratification of this 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.

The following is a detailed summary of the tentative agreement reached on March 28, 2018, organized by:

- 1. Pay and allowances;**
- 2. Protections in the context of discipline;**
- 3. Employment protection;**
- 4. Hours of work and overtime;**
- 5. Work/life balance;**
- 6. Workplace rights.**

1. Pay and Allowances

The tentative agreement contains improvements to monetary compensation for members. This includes general wage increases, various grid restructuring, a market adjustment and roll in of the harmonized Integrated Border Services Allowance into salary.

Annual economic Increases

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

Grid Restructuring

FB-03

- Effective June 21, 2016 – Harmonize FB-03 pay scale to match top 4 steps of CX-02 pay scale

FB-04 to FB-07

- Effective June 21, 2016 – Additional \$2500 step to the maximum of FB-04 to FB-07 scales

Market adjustment

- Effective June 21, 2016 – 2.3% market adjustment for all groups and levels

Roll-in of Integrated Border Services Allowance

- Effective June 21, 2016 – Non-Uniformed Officers Integrated Border Services Allowance from \$1250 to \$1750
- Effective June 21, 2016 – Roll-in of harmonized Integrated Border Services Allowance for Uniformed and Non-Uniformed Officers

New article - Dog handler allowance

- When an employee is required to handle a trained detector dog during a shift the employee shall be paid an allowance of one (\$1) dollar per hour.

2. Protections in the context of discipline

ARTICLE 17 – DISCIPLINE

Clause 17.01 The Employer shall notify the employee in writing for the reason of suspension or termination and will endeavour to provide this notification beforehand or at the time of the suspension/termination.

Clause 17.02 New protections ensuring Union representation in administrative and investigative meetings (this includes Professional Standards Investigations and Security

Review Investigations) and increase of notice for disciplinary measures from one day to two days.

APPENDIX H

New protections (consistent with RCMP) against employees being placed on investigatory leave without pay.

LEGAL INDEMNIFICATION POLICY

We received a written commitment from Treasury Board that our union is to receive an official invite to consult on the Legal Indemnification Policy, consistent with the consultation that was conducted with the RCMP.

3. Employment protections

ARTICLE 24 – TECHNOLOGICAL CHANGE

Union no longer required to support technological change in the workplace. Union now better positioned to challenge technological changes in CBSA workplaces.

APPENDIX F, G & G1 – ARMING PROTECTIONS

Protections bargained in previous rounds in the context of firearm training and certification renewed.

APPENDIX C – WORKFORCE ADJUSTMENT

- 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.

Voluntary program and alternation

The two most significant gains are those that greatly 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**.

4. Hours of work and overtime

ARTICLE 25 – HOURS OF WORK

Day worker clauses (Inland, Investigations, Hearings, Intelligence, Trade Compliance, Programs) - Employees shall now have the right to request to start work day as early as 6 a.m. Also Requests for compressed work weeks **can no longer be unreasonably denied**.

ARTICLE 28 – OVERTIME

Clause 28.06: Cash out of compensatory time no longer at employer discretion.

Clause 28.07: Increase of the overtime meal allowance from \$10 to \$12.

ARTICLE 60 – PART-TIME EMPLOYEES

New 60.05 – seniority rights for scheduling of part-time employees.

5. Work/life balance

ARTICLE 2 – INTERPRETATION AND DEFINITIONS

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

ARTICLE 30 – DESIGNATED PAID HOLIDAYS

Clause 30.05 Employees may now request to work on both December 25th and January 1st in the same holiday season.

New clauses that provide protections in the context on 'H'ing.

ARTICLE 34 – 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.

Additional clarity regarding vacation scheduling rules.

ARTICLE 35 – SICK LEAVE WITH PAY

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 40 – 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 42 – VOLUNTEER LEAVE

Volunteer Leave will be replaced April 1st in the year following the signing of the collective agreement with an additional day of Personal Leave with Pay (Article 52).

ARTICLE 43 – LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

Clause 43.01 – 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 43.03 – 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 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.

Finally, if during a period of paid leave, an employee is bereaved, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored.

ARTICLE 47 – COURT LEAVE

Clause 47.01 – housekeeping amendment

ARTICLE 52 – LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

Clause 52.02 – personal Leave increased from 7.5 hours to 15 as of April 1st in the year following the signing of the collective agreement. The ability to use personal leave in periods of 7.5 hours or 3.75 hours each.

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 – EMPLOYEE WELLNESS

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.

NEW APPENDIX – CHILDCARE

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

6. Workplace rights

ARTICLE 10 – INFORMATION

Union to receive enhance monthly membership information from the employer.

ARTICLE 11 – CHECK-OFF

11.06: Amendment made to confirm that dues deduction will be sent to PSAC by electronic payment, in conformance with current practice.

ARTICLE 12 – USE OF EMPLOYER FACILITIES

Improved access to CBSA workplaces for union representatives.

ARTICLE 14 – LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

NEW – Clause 14.14: Effective on the date of signing of the agreement, 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.**

NEW - Clause 14.15 The Employer will grant leave without pay to an employee who is elected as an official of the Alliance for the period the employee holds such office.

ARTICLE 19 – NO DISCRIMINATION

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

ARTICLE 56 – EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

When a report is placed in an employee's personal file, that employee will now have the right to access the report, sign it to indicate it has been read, as well as attach a written response.

ARTICLE 61 – SEVERANCE PAY

Minor housekeeping changes made to the language; legacy language moved to Appendix L.

ARTICLE 64 – DURATION

The new agreement, if ratified by the membership, will expire on June 20, 2018.

APPENDIX E – 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.

NEW APPENDIX – UNION LEAVE

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

Your Bargaining Team, comprising of:

Lauren Baert
Joey Dunphy
Brett Evans
Charles Khoury
Diane Lacombe
Brea L Lewis
Richard Sutcliffe
Dave Van Helvert

David-Alexandre Leblanc (PSAC Senior Research Officer)

Morgan Gay (PSAC Negotiator)

Unanimously recommends acceptance of this tentative agreement.

In solidarity,

A handwritten signature in dark ink, appearing to read 'Chris Aylward', with a long horizontal flourish extending to the right.

Chris Aylward
National Executive Vice-President - PSAC

c.c.: National Board of Directors
Directors' Team
Liam McCarthy, Coordinator, Negotiations Section
Essential Services & Exclusions
David-Alexandre Leblanc, Senior Research Officer, Negotiations Section
Morgan Gay, Negotiator, Negotiations Section
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
Nathalie Aubin, National Administrative Assistant

APPENDIX "A"

FB - BORDER SERVICES GROUP ANNUAL RATES OF PAY (in dollars)

- A) Effective June 21, 2014
- B) Effective June 21, 2015
- W) Effective June 21, 2016 - Restructure
- X) Effective June 21, 2016 - Restructure
- Y) Effective June 21, 2016 - Restructure
- Z) Effective June 21, 2016 - Restructure
- C) Effective June 21, 2016
- D) Effective June 21, 2017

FB-1

From:	\$	54141	56146	58223	60377
To:	A	54818	56848	58951	61132
	B	55503	57559	59688	61896
	Y	56780	58883	61061	63320
	Z	58530	60633	62811	65070
	C	59262	61391	63596	65883
	D	60003	62158	64391	66707

FB-2

From:	\$	58078	60257	62516	64859
To:	A	58804	61010	63297	65670
	B	59539	61773	64088	66491
	Y	60908	63194	65562	68020
	Z	62658	64944	67312	69770
	C	63441	65756	68153	70642
	D	64234	66578	69005	71525

FB-3

From:	\$	62697	65077	67553	70120
To:	A	63481	65890	68397	70997
	B	64275	66714	69252	71884
	W	64546	68418	72521	76871
	Y	66031	69992	74189	78639
	Z	67781	71742	75939	80389
	C	68628	72639	76888	81394
	D	69486	73547	77849	82411

FB-4

From:	\$	68092	70714	73436	76263	
To:	A	68943	71598	74354	77216	
	B	69805	72493	75283	78181	
	X	69805	72493	75283	78181	80681
	Y	71411	74160	77015	79979	82537
	Z	73161	75910	78765	81729	84287
	C	74076	76859	79750	82751	85341
	D	75002	77820	80747	83785	86408

FB-5

From:	\$	74482	77390	80407	83542	
To:	A	75413	78357	81412	84586	
	B	76356	79336	82430	85643	
	X	76356	79336	82430	85643	88143
	Y	78112	81161	84326	87613	90170
	Z	79862	82911	86076	89363	91920
	C	80860	83947	87152	90480	93069
	D	81871	84996	88241	91611	94232

FB-6

From:	\$	82078	85320	88691	92196	
To:	A	83104	86387	89800	93348	
	B	84143	87467	90923	94515	
	X	84143	87467	90923	94515	97015
	Y	86078	89479	93014	96689	99246
	Z	87828	91229	94764	98439	100996
	C	88926	92369	95949	99669	102258
	D	90038	93524	97148	100915	103536

FB-7

From:	\$	91160	94807	98599	102544	
To:	A	92300	95992	99831	103826	
	B	93454	97192	101079	105124	
	X	93454	97192	101079	105124	107624
	Y	95603	99427	103404	107542	110099
	Z	97353	101177	105154	109292	111849
	C	98570	102442	106468	110658	113247
	D	99802	103723	107799	112041	114663

FB-8

From:	\$	102193	106279	110530	114952
To:	A	103470	107607	111912	116389
	B	104763	108952	113311	117844
	Y	107173	111458	115917	120554
	Z	108923	113208	117667	122304
	C	110285	114623	119138	123833
	D	111664	116056	120627	125381

Pay Notes**Pay Increment for Full-Time and Part-Time Employees**

1. The pay increment period for employees at levels FB-1 to FB-8 is the anniversary date of such appointment. A pay increment shall be to the next rate in the scale of rates.
2. For all employees at levels FB-4 to FB-7 on the date of restructure, June 21, 2016, in the "X" scale:
 - a. who were at the former maximum step for more than 12 months, will move to the next rate in the scale of rates as of the date of restructure,
 - b. who moved into the pay scale on the date of restructure, will have their next increment date established using the 12 month period counting from the date of the restructure.

Pay Adjustment

3. Subject to clause 64.02, all employees being paid in the FB levels 1 to 8 scales of rates shall, on the relevant effective dates in Appendix A, be paid in the "A", "B", "C", "D" scales of rates shown immediately below the employees' former rate of pay.

March 28, 2018

@ 9:48pm

Tallinder
March 28/18

**Tentative Settlement Between
The Public Service Alliance of Canada**

and

The Treasury Board of Canada Secretariat

in respect of the

Border Services Group

[Signature]
03/28/18

The following form part of this tentative settlement:

- Memorandum of Agreement on Supporting Employee Wellness (as agreed upon on December 14, 2016);
- Amendments to the Workforce Adjustment Appendix (as agreed upon on December 14, 2016);
- Amendments to the Joint Learning Program Appendix (as agreed upon at the Program and Administrative Services table on December 17, 2016);
- Memorandum of Understanding on Child Care;
- Memorandum of Agreement With Respect to Leave for Union Business.

The parties agree to the following:

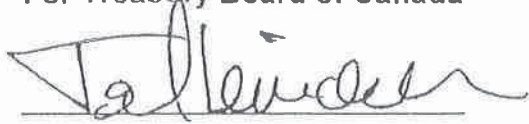
1. Amendments to: (Annex A):

- Article 2 – Definition: Expansion of definition of family;
- Article 10 – Information;
- Article 12 - Use of Employer Facilities;
- Article 14 – Leave With or Without Pay for Alliance Business;
- Article 17 – Discipline;
- Article 19 – No discrimination: gender identity and expression;

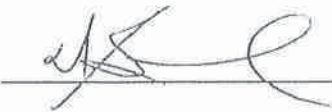
- Article 24 – Technological change;
- Article 25 – Hours of Work: clause 25.08 Flexible Hours and clause 25.09 Variable Hours;
- Article 28: Overtime: clause 28.06 Compensation in Cash or Leave With Pay;
- Article 28: Overtime: clause 28.07 Meals;
- Article 30 - Designated Paid Holidays: clause 30.05 Designated Paid Holidays;
- Article 30 – Designated Paid Holidays: clause 30.09 and 30.10 (New);
- Article 34 - Vacation Leave With Pay;
- Article 38 - Maternity Leave Without Pay: 38.02 Maternity Allowance;
- Article 40 – Parental Leave Without Pay: 40.02 Parental Allowance;
- Article 42 - Deletion of Volunteer leave for increase to article 52 personal leave;
- Article 43 – Leave with Pay for Family related Responsibilities: Expansion of definition of family and removal of 7.5 hour cap with the exception of meeting with legal/financial professionals;
- Article 46- Bereavement leave;
- Article 52 - Leave With or Without Pay for Other Reasons: clause 52.02 Personal leave;
- Article 56 - Employee Performance Review and Employee Files;
- Article 60 – Part-time Employees;
- New Article (XX) – Dog Handlers' Allowance;
- Deletion of Appendix F: Respect to the Firearm Training Participant Selection;
- Deletion of Appendix G: Respect to Firearm Training Strategy;

- Appendix G-1: Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Firearm Training Strategy;
 - Appendix "H": Memorandum of Agreement With Respect to Administrative Suspensions Pending Investigations;
 - New Appendix (XX): Memorandum of Agreement With Respect to Leave for Union Business.
2. All items agreed to and signed during the course of negotiations remain agreed to and form part of this comprehensive offer.
 3. Duration (Article 64) – 4 year agreement, expiry date June 20, 2018.
 4. Increases to rates of pay as noted in Annex B and amendments to Integrated Border Services Allowance.
 5. Unless otherwise expressly stipulated, the provisions become effective on the date of signing of the collective agreement.
 6. The Employer and the Public Service Alliance of Canada agree to withdraw all other outstanding items.
 7. Unless otherwise specified, existing provisions are renewed.

For Treasury Board of Canada





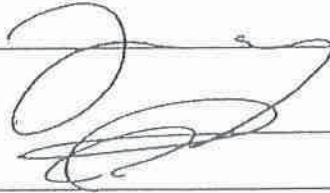




David Bernatchi

S. Furlan

For Public Service Alliance of Canada







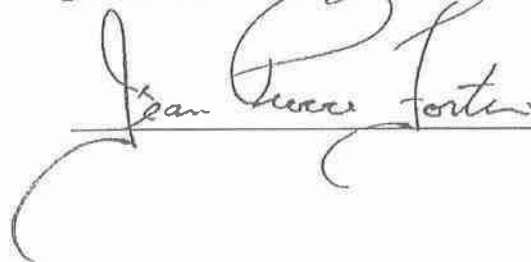
Marie Lacombe



Brea Lewis

Lauren Baett





Signed March 18, 2018

Annex A

Rates of Pay (Annex B)

Effective June 21, 2014 - increase to rates of pay: 1.25%

Effective June 21, 2015 - increase to rates of pay: 1.25%

Effective June 21, 2016 – Restructure (harmonize FB-03 pay scale to match top 4 steps of CX-02 pay scale)

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Effective June 21, 2016 – Restructure (roll-in of harmonized Integrated Border Services Allowance for Non-Uniformed and Uniformed Officers)

Effective June 21, 2016 - increase to rates of pay: 1.25%

Effective June 21, 2017 - increase to rates of pay: 1.25%

Integrated Border Services Allowance

For Non-Uniformed Officers:

Effective June 21, 2016 – increase Integrated Border Services Allowance from \$1250 to \$1750 for Non-Uniformed Officers

For Non-Uniformed and Uniformed officers :

Effective June 21, 2016 – 100% of the Integrated Border Services Allowance is integrated in base pay before the application of the economic increases.

Effective June 21, 2016 – deletion of Appendices J and K

Article 2 - Interpretation and Definitions

2.01 For the purpose of this Agreement:

"family" (*famille*)

except where otherwise specified in this Agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, **step-sister**, **step-brother**, 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 grandparents and relative permanently residing in the employee's household or with whom the employee permanently resides.

Article 10 - Information

10.01 The Employer agrees to supply the Alliance each quarter with a list of all employees in the bargaining unit. The list shall include the name, geographic location and classification of the employees and the date of appointment for each new employee.

Article 12 - Use of Employer Facilities

12.03 A duly accredited representative of the Alliance may be permitted access to the Employer's premises, which includes vessels, to assist in the resolution of a complaint or grievance and to attend meetings called by management **and/or meetings with Alliance-represented employees.** Permission to enter the premises shall, in each case, be obtained from the Employer. **Such permission shall not be unreasonably withheld.** In the case of access to vessels, the Alliance representative upon boarding any vessel must report to the Master, state his or her business and request permission to conduct such business. It is agreed that these visits will not interfere with the sailing and normal operation of the vessels.

Article 14 - Leave With or Without Pay for Alliance Business

Complaints Made to the **Federal Public Service Sector Labour Relations and Employment Board** Pursuant to Section 190(1) of the **Federal Public Service Sector Labour Relations Act**.

14.01 When operational requirements permit, in cases of complaints made to the **Federal Public Service Sector Labour Relations and Employment Board** pursuant to section 190(1) of the **FPSLRA** alleging a breach of sections 157, 186(1)(a), 186(1)(b), 186(2)(a)(i), 186(2)(b), 187, 188(a) or 189(1) of the **FPSLRA**, the Employer will grant leave with pay:

- a) to an employee who makes a complaint on his or her own behalf before the **Federal Public Service Sector Labour Relations and Employment Board**;
and
- b) to an employee who acts on behalf of an employee making a complaint or who acts on behalf of the Alliance making a complaint.

Applications for Certification and 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.

14.03 The Employer will grant leave with pay:

- a) to an employee called as a witness by the **Federal Public Service Sector Labour Relations and Employment Board**;
and
- b) when operational requirements permit, to an employee called as a witness by an employee or the Alliance.

New 14.14

Effective on the date of signing of the collective agreement, leave granted to an employee under article 14.02, 14.09, 14.10, 14.12 and 14.13 will be 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 in Appendix (XX).

14.15 Leave without Pay for Election to an Alliance Office

The Employer will grant leave without pay to an employee who is elected as an official of the Alliance within one (1) month after notice is given to the Employer of such election. The duration of such leave shall be for the period the employee holds such office.

Article 17 - Discipline

17.01

When an employee is suspended from duty or terminated in accordance with paragraph 12(1)(c) of the *Financial Administration Act*, the Employer ~~undertakes to~~ **shall** notify the employee in writing of the reason for such suspension or termination. The Employer shall endeavour to give such notification at the time of suspension or termination.

17.02

When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary, **administrative or investigative** hearing concerning him or her or to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Alliance attend the meeting. Where practicable, the employee shall receive a minimum of **two (2) days** ~~one (1) 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 or a conviction for which a pardon has been granted.



Article 24 - Technological Change

24.03 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.

Article 25 – Hours of Work

25.08 Flexible Hours

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



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Article 25 – Hours of Work

25.09 Variable Hours

- a. Notwithstanding the provisions of clause 25.06, upon request of an employee and with the concurrence of the Employer, **where operational requirements permit** an employee may complete the weekly hours of employment in a period of other than five (5) full days, provided that, over a period of fourteen (14), twenty-one (21) or twenty-eight (28) calendar days, the employee works an average of thirty-seven decimal five (37.5) hours per week, **and such request shall not be unreasonably denied.**

Article 28 - Overtime

28.06 Compensation in Cash or Leave With Pay

- a. Overtime shall be compensated in cash, except that, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay.
- b. The Employer shall endeavour to pay cash overtime compensation by the sixth (6th) week after which the employee submits the request for payment.
- c. The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- d. Compensatory leave with pay earned in a fiscal year and outstanding on **September 30 of the following fiscal year**, ~~not used by the end of a twelve (12) month period, to be determined by the Employer,~~ will be paid for in cash at the employee's hourly rate of pay, as calculated from the classification prescribed in the certificate of appointment on **March 31 of the previous fiscal year**. ~~of his or her substantive position at the end of the twelve (12) month period.~~

Article 28 - Overtime

28.07 Meals

- a. An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed his or her expenses for one meal in the amount of ~~ten~~ twelve dollars (\$~~10~~12) except where free meals are provided.
- b. When an employee works overtime continuously extending four (4) hours or more beyond the period provided in paragraph (a), the employee shall be reimbursed for one additional meal in the amount of ~~ten~~ twelve dollars (\$~~10~~12) for each additional four (4) hour period of overtime worked thereafter except where free meals are provided.
- c. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.
- d. Meal allowances under this clause shall not apply to an employee who is in travel status, which entitles the employee to claim expenses for lodging and/or meals.

Article 30 - Designated Paid Holidays

30.05 Designated Paid Holidays

Where operational requirements permit, the Employer shall not schedule an employee to work on both December 25 and January 1 in the same holiday season.

Notwithstanding the foregoing, an employee may request to work on both December 25 and January 1 in the same holiday season.

Article 30 – Designated Paid Holidays

NEW

30.09 Scheduling of Shift-Working Employees on a designated Holiday

- a) Should there be more employees scheduled to work a designated paid holiday than is needed, the Employer shall canvass employees scheduled to work the holiday to determine if there are volunteers who wish to have the day off. In the event that there are excessive volunteers, years of service as defined in subparagraph 34.03(a)(i) will be used as the determining factor to select which employees shall be granted the day off.
- b) Should there be insufficient or no volunteers after the Employer has canvassed consistent with a) above, the employees with the least amount of service as defined in subparagraph 34.03(a)(i) shall be given the day off.
- c) Notwithstanding paragraphs (a) and (b) the Employer shall ensure that there is a sufficient number of qualified employees scheduled to work the designated holiday.
- d) Should the Employer require employees to work the holiday after it has given employees the day off, the Employer shall first offer the shift(s) to be worked to qualified employees that were initially scheduled to work the holiday and were subsequently given the day off consistent with b) and c) above, before offering the hours consistent with article 28 Overtime.

For greater certainty, scheduled shifts will continue to follow the pre-established pattern, according to the existing schedule, as a result of the application of this clause.

NEW

30.10

In accordance with clause 25.21, the Employer shall make every reasonable effort to ensure that the processes outlined in 30.09 a) through (d) are undertaken at least seven (7) days prior to the designated paid holiday.

NEW

For greater certainty, this means that no penalties and costs identified under clause 25.21 will apply as a result of the application of clause 30.09.

Article 34 - Vacation Leave With Pay

34.03

- a.
- i. For the purpose of clause 34.02 only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave ~~except where a person who, on leaving the public service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the public service within one year following the date of lay-off. For greater certainty, severance termination benefits taken under clauses 61.04 to 61.07, or similar provisions in other collective agreements, do not reduce the calculation of service for employees who have not left the public service.~~
 - ii. For the purpose of clause 34.03(a)(i) only, effective on April 1, 2012 on a go forward basis, any former service in the Canadian Forces for a continuous period of six months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits.

Scheduling of Vacation Leave With Pay

34.05

b. Vacation scheduling:

- i. Employees will submit their annual leave requests for the summer leave period on or before April 15th, and on or before September 15th for the winter leave period. The Employer will respond to such requests no later than May 1st, for the summer leave period and no later than October 1st, for the winter holiday season leave period.
Notwithstanding the preceding paragraph, with the agreement of the Alliance, the employer may alter the specified submission dates for the leave requests. If the submission dates are altered, the employer must respond to the leave request fifteen (15) days after such submission dates;
- ii. The summer and winter holidays periods are:
 - for the summer leave period, between June 1 and September 30,
 - for the winter holiday season leave period, from December 1 to March 31.
- iii. In cases where there are more vacation leave requests for a specific period than can be approved due to operational requirements, years of service as defined in ~~clause 34.03~~ subparagraph 34.03(a)(i) of the Agreement, shall be used as the determining factor for granting such requests. For summer leave requests, years of service shall be applied for a maximum of two (2) weeks per employee in order to ensure that as many employees as possible might take annual leave during the summer months;
- iv. Requests submitted after April 15th for the summer leave period and on September 15th for the winter leave period shall be dealt with on a first (1st) come first (1st) served basis.

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 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 (and the recruitment and retention "terminable allowance", if applicable), less any other monies earned during this period.**

Article 40 - Parental Leave Without Pay

40.02 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, she/he 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 (and the recruitment and retention "terminable allowance", if applicable), less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in (A)(iii) for the same child.**

Article 42 - Volunteer Leave

***Effective on April 1st of the year following the signing of the collective agreement:
Article 42 Volunteer leave is deleted from the collective agreement.**

~~Article 42 - Volunteer Leave~~

~~42.01 Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours or (2) periods of up to three decimal seven five (3.75) hours each of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.~~

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

Article 43

Leave with pay for family-related responsibilities

43.01 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**), **grandchild**, parents (including stepparents 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 or **any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.**

43.02 The total leave with pay which may be granted under this Article shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.

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

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

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

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

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

(e) 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) seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in clause 43.02 above may be used to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

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



Article 46
Bereavement leave with pay

46.01

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

b. At the request of the employee, such bereavement leave with pay may be taken in a single period or may be taken in two (2) periods.

c. When requested to be taken in two (2) periods:

- i. The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and
- ii. The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.
- iii. 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 a purpose related to the death of ~~his or her son-in-law, daughter-in-law, brother-in-law or sister-in-law and grandparent of spouse.~~

46.03 If, during a period of paid leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 46.01 and 46.02, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

46.04 It is recognized by the parties that circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 46.01 and 46.02.

Article 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, **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.**

Article 56 - Employee Performance Review and Employee Files

56.01

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

56.02

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

56.03 When a report pertaining to an employee's performance 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.**
- c) An opportunity to submit such written representations as the employee may deem appropriate concerning the report and to have such written representations attached to the report.**

56.04 ~~56.03~~ Upon written request of an employee, the personnel file(s) of that employee shall be made available for the employee once (1) per year for his or her examination in the presence of an authorized representative of the Employer.

Article 60 – Part-Time Employees

(new clause)

60.05

Straight-time hours of work beyond those scheduled for full-time employees shall be offered in order of years of service as defined in subparagraph 34.03(a)(i) to qualified part-time employees.

(renumbering required)

(New)

Article (XX) – Dog Handlers' Allowance

XX.01 When an employee is required to handle a trained detector dog during a shift, and in recognition of the duties associated with control, care and maintenance of the detector dog at all times, the employee shall be paid an allowance of one (\$1) dollar per on-duty hour.

Article 64

Duration

64.01 This Agreement shall expire on **June 20, 2018**.

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



March 28, 2018



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Appendix F

~~Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to the Firearm Training Participant Selection~~

~~This is a Memorandum of Understanding between the Treasury Board of Canada and the Public Service Alliance of Canada with respect to the Government of Canada's commitment to arm CBSA Officers by March 31, 2016.~~

~~This Memorandum gives effect to the understanding reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Border Services (PB) bargaining unit and applies to all employees who have or who will undergo firearm training between the period of June 21, 2011 and December 31, 2015, inclusive.~~

~~The Employer will select, on a quarterly basis by region, training participants in the following sequence:~~

- ~~a. Employees who volunteer to participate for the firearm training;~~
- ~~b. Employees hired on or after August 31, 2007 starting with the employee with lowest years of service as defined in clause 34.03,~~
- ~~or~~
- ~~c. Employees hired prior to August 31, 2007 starting with the employee with lowest years of service as defined in clause 34.03.~~

~~If the employee fails to meet the criteria for firearm training and certification, the Employer will make every reasonable effort to find them a placement opportunity within the Public Service for employees hired prior to August 31, 2007, if the employee is trainable and mobile.~~



Appendix G

~~Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Firearm Training Strategy~~

~~This memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Border Services (FB) bargaining unit.~~

~~**~~

~~The parties agree to maintain a joint consultation committee to discuss the strategy for the selection of firearm training participants.~~

~~**~~

~~This memorandum expires on June 20, 2014.~~

Appendix G-1

This memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Border Services (FB) bargaining unit.

If the employee fails to meet the criteria for firearm training and certification, the Employer will make every reasonable effort to find them a placement opportunity within the Public Service for employees hired prior to August 31, 2007, if the employee is trainable and mobile.

The parties agree to establish a joint consultation committee to discuss the strategy for the placement of employees hired prior to August 31, 2007 who are unsuccessful on the firearm training.

This memorandum expires on June 20, 2014~~2018~~.

Appendix "H"

(new language)

Memorandum of Agreement with Respect to Administrative Suspensions Pending Investigations

Stoppage of pay and allowances will only be invoked in extreme circumstances when it would be inappropriate to pay an employee.

Each case will be dealt with on its own merits and will be considered when the employee is:

- 1. in jail awaiting trial, or**
- 2. clearly involved in the commission of an offence that contravenes a federal Act or the Code of Conduct, and significantly affects the proper performance of his/her duties. If the employee's involvement is not clear during the investigation, the decision shall be deferred pending completion of the preliminary hearing or trial in order to assess the testimony under oath.**

MEMORANDUM OF UNDERSTANDING

Agreement with Respect to Leave for Alliance Business – Cost Recovery

This memorandum is to give effect to an agreement reached between the Treasury Board (the Employer) and the Public Service Alliance of Canada (the Alliance) 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.

As per Article 14.14 of this collective agreement, effective on date of signing:

- Leave granted to an employee under clauses 14.02, 14.09, 14.10, 14.12 and 14.13 of the collective agreement will be with pay;
- The Alliance 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 this agreement.

This MOU confirms the terms established by joint agreement between the Employer and the Alliance are as follows:

- It is agreed that leave with pay granted under the above-noted clauses for Alliance business will be paid for by the Employer effective on the date of signing of this collective agreement, pursuant to this MOU. The Alliance shall then compensate the Employer by remitting an amount equivalent to the actual gross salary paid for each person-day, in addition to which shall also be paid the Employer by the Alliance an amount equal to six per cent (6%) of the actual gross salary paid for each person-day,



which sum represents the Employer's contribution for the benefits the employee acquired at work as per the terms established in the Appendices noted above.

- On a bi-monthly basis and within 120 days of the end of the relevant period of leave, the hiring Department/Agency will invoice the Alliance or Component for the amount owed to them by virtue of this understanding. The amount of the gross salaries and the number of days of leave taken for each employee will be included in the statement.
- The Alliance or Component agrees to reimburse the Department/Agency for the invoice within sixty (60) days of the date of the invoice.

A handwritten signature in dark ink, consisting of a large, stylized capital 'R' followed by a horizontal line extending to the right.A handwritten signature in dark ink, consisting of a stylized capital 'M' followed by a horizontal line extending to the right.

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;

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

✓
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

[Signature]
Dec 14 / 16

FOR PSAC

[Signature]
Dec 14 / 16

December 14, 2016

APPENDIX ~~E~~ **E**

**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.~~

2A

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.

March 26, 2015

Employer Proposal 730PM

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

JS March 26, 2015
JG 03/26/15

March 26, 2015

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.

✓ March 26, 2015
J 02/26/15

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

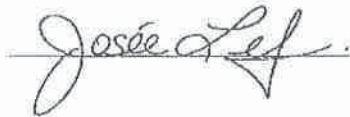
Technical Committee, or should the parties reach impasse before then, the parties agree to jointly appoint a mediator within 30 days.

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 Sam", written over a horizontal line.

The parties agree to sign on the administrative changes to various references to the word "cash":

Article 2 - Interpretation and Definitions

2.01 For the purpose of this Agreement:

"compensatory leave" (*congé compensateur*)

means leave with pay in lieu of ~~cash~~ payment for overtime, travelling time compensated at overtime rate, call-back and reporting pay. The duration of such leave will be equal to the time compensated or the minimum time entitlement, multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay, as calculated from the classification prescribed in the employee's certificate of appointment on the day immediately prior to the day on which leave is taken.

Article 28 – Overtime

28.06 Compensation ~~in-cash~~ payment or Leave With Pay

- a. Overtime shall be compensated ~~in-cash~~ with a payment, except that, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay.
- b. The Employer shall endeavour to pay ~~cash~~ overtime compensation by the sixth (6th) week after which the employee submits the request for payment.
- c. The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- d. Compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid for ~~in-cash~~ at the employee's hourly rate of pay, as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the twelve (12) month period.

Article 32 - Travelling Time

32.07

- a. Upon request of an employee and with the approval of the Employer, compensation at the overtime rate earned under this Article may be granted in compensatory leave with pay.
- b. Compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid for ~~in-cash~~ at the employee's hourly rate of pay, as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position at the end of the twelve (12) month period.

04/11/16
Bill Aditya
Bill Aditya
Bill Aditya
Bill Aditya
Bill Aditya

Article 34 - Vacation Leave With Pay**Carry-Over and/or Liquidation of Vacation Leave****34.11**

- a. Where, in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave, to a maximum of two hundred and sixty-two decimal five (262.5) hours of credits, shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours shall be automatically paid ~~in cash~~ at his or her daily rate of pay, as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.
- b. Notwithstanding paragraph (a), if, on March 31, 1999, or on the date an employee becomes subject to this Agreement after March 31, 1999, an employee has more than two hundred and sixty-two decimal five (262.5) hours of *unused* vacation leave credits, a minimum of seventy-five (75) hours per year shall be granted or paid ~~in cash~~ by March 31 of each year, commencing on March 31, 2000, until all vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours have been liquidated. Payment shall be in one instalment per year and shall be at the employee's daily rate of pay, as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31 of the applicable previous vacation year.

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

Bel Leincker 04/14/16

Frank 14/04/16

Bruno 14/04/16

David Branci 14/04/16

fig

[Signature]
04/14/16

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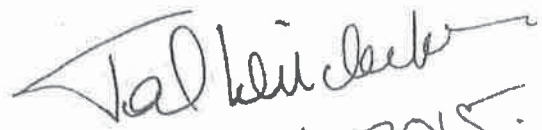
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Union Counter – Article 11
01-14-15

ARTICLE 11
CHECK-OFF

- 11.06 The amounts deducted in accordance with clause 11.01 shall be remitted to the Comptroller of the Alliance ~~by cheque~~ **by 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.


Jan 14, 2015.


01/14/15

The Parties agree to sign on the following change:

28.08 Transportation Expenses

- a. When an employee is required to report for work and reports under the conditions described in paragraphs 28.04(b), (c) and 28.05(c) and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:
 - i. mileage **kilometric** allowance at the rate normally paid to an employee when authorized by the Employer to use his or her automobile, when the employee travels by means of his or her own automobile;
 - or
 - ii. out-of-pocket expenses for other means of commercial transportation.
- b. Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

Tal Hinderich
Nov 19 ~~14~~ 14R

27
11/19/14

The Parties agree to sign on the following change:

**Article 47
Court Leave**

47.01 The Employer shall grant leave with pay to an employee for the period of time he or she is compelled:

- (a) to be available for jury selection;
- (b) to serve on a jury;
- (c) by subpoena, summons or other legal instrument, to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice or before a **grand** jury;
 - (ii) before a court, judge, justice, magistrate or coroner;
 - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position;
 - (iv) before a legislative council, legislative assembly or house of assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it;or
- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

**Article 47
Congé pour comparution**

47.01 L'Employeur accorde un congé payé à l'employé-e pendant la période de temps où il ou elle est sommé :

- a. d'être disponible pour la sélection d'un jury;
- b. de faire partie d'un jury;
- c. d'assister, sur assignation ou sur citation ou autres instruments juridiques, comme témoin à une procédure qui a lieu ;

Nov. 20, 2014

[Signature]
Nov 20/14

[Signature]
11/20/14

- i. devant une cour de justice ou sur son autorisation, ou devant un jury d'accusation;
- ii. devant un tribunal, un juge, un magistrat ou un coroner;
- iii. devant le Sénat ou la Chambre des communes du Canada ou un de leurs comités, dans des circonstances autres que dans l'exercice des fonctions de son poste;
- iv. devant un conseil législatif, une assemblée législative ou une chambre d'assemblée, ou un de leurs comités, autorisés par la loi à obliger des témoins à comparaître devant eux;
ou
- v. devant un arbitre, une personne ou un groupe de personnes autorisés par la loi à faire une enquête et à obliger des témoins à se présenter devant eux.

The parties agree to sign on the following changes:

Article 61
Severance pay

Required housekeeping

**

~~Effective March 17, 2014 paragraphs 61.01(b) and (d) are deleted from the collective agreement.~~

61.01 Under the following circumstances and subject to clause 61.02, 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 of 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 the 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 61.01(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, to a maximum of twenty-six (26) years, with a maximum benefit of thirteen (13) weeks' pay.~~

Ted Lindsay
June 21, 2016

06/21/16

(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) ~~when a part-time employee who regularly works more than thirteen decimal five (13.5) 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 thereunder 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 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, 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 paragraph 12(1)(e) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment, to a maximum 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 paragraph 12(1)(d) of the *Financial*



Administration Act, one (1) week's pay for each complete year of continuous employment, to a maximum of twenty-eight (28) weeks.

61.02 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 61.01 be pyramided.

**

For greater certainty, payments for the elimination of severance pay for voluntary separation (resignation and retirement) made pursuant to clauses 61.04 to 61.07 of Appendix L or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of clause 61.02.

**

61.03 Appointment to a Separate Agency

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 L, payments resulting from the application of paragraph 61.01(b) (prior to March 17, 2014) or clauses 61.04 to 61.07 (commencing on March 17, 2014).

61.04 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 L.

**

61.04 Severance Termination

- (a) Subject to clause 61.02 above, indeterminate employees on March 17, 2014 shall be entitled to a severance termination benefit 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 clause 61.02 above, term employees on March 17, 2014 shall be entitled to a severance termination benefit equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

**

Terms of Payment

**

61.05—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 March 17, 2014;

— 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 paragraph 61.06(e).

**

61.06—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 paragraph 61.05(e) must specify the number of complete weeks to be paid out pursuant to paragraph 61.05(a) and the remainder to be paid out pursuant to paragraph 61.05(b).

(d) — An employee who does not make a selection under paragraph 61.06(b) will be deemed to have chosen option paragraph 61.05(b).

**

61.07—Appointment from a Different Bargaining Unit

This clause applies in a situation where an employee is appointed into a position in the FB bargaining unit from a position outside the FB bargaining unit where, at the date of appointment, provisions similar to those in paragraphs 61.01(b) and (d) are still in force, unless the appointment is only on an acting basis.

(a) — Subject to clause 61.02 above, on the date an indeterminate employee becomes subject to this Agreement after March 17, 2014, 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 or her substantive position on the day preceding the appointment.

(b) — Subject to clause 61.02 above, on the date a term employee becomes subject to this Agreement after March 17, 2014, he or she shall be entitled to severance termination benefit payable under paragraph 61.05(b), 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 or her substantive position on the day preceding the appointment.

(c) — An employee entitled to a severance termination benefit under sub-paragraph (a) or (b) shall have the same choice of options outlined in clause 61.05, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.

(d) — An employee who does not make a selection under paragraph 64.07(c) will be deemed to have chosen option 64.05(b).

APPENDIX L
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 March 17, 2014. These historical provisions are being reproduced to reflect the agreed language in cases of deferred payment.

ARTICLE 61
SEVERANCE PAY

Effective March 17, 2014 paragraphs 61.01(b) and (d) are deleted from the collective agreement.

61.01 Under the following circumstances and subject to clause 61.02, 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 of 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 the 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 61.01(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, 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) when a part-time employee who regularly works more than thirteen decimal five (13.5) 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 thereunder 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 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, 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 paragraph 12(1)(e) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment, to a maximum 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 paragraph 12(1)(d) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment, to a maximum of twenty-eight (28) weeks.

61.02 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 61.01 be pyramided.

**

For greater certainty, payments made pursuant to clauses 61.04 to 61.07 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of clause 61.02.

**

61.03 Appointment to a Separate Agency

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 paragraph 61.01(b) (prior to March 17, 2014) or clauses 61.04 to 61.07 (commencing on March 17, 2014).

**

61.04 Severance Termination

- (a) Subject to clause 61.02 above, indeterminate employees on March 17, 2014 shall be entitled to a severance termination benefit 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 clause 61.02 above, term employees on March 17, 2014 shall be entitled to a severance termination benefit equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

**

Terms of Payment

**

61.05 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 March 17, 2014,
- 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 paragraph 61.06(c).

**

61.06 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 paragraph 61.05(c) must specify the number of complete weeks to be paid out pursuant to paragraph 61.05(a) and the remainder to be paid out pursuant to paragraph 61.05(b).
- (d) An employee who does not make a selection under paragraph 61.06(b) will be deemed to have chosen option paragraph 61.05(b).

**

61.07 Appointment from a Different Bargaining Unit

This clause applies in a situation where an employee is appointed into a position in the FB bargaining unit from a position outside the FB bargaining unit where, at the date of appointment, provisions similar to those in paragraphs 61.01(b) and (d) are still in force, unless the appointment is only on an acting basis.

- (a) Subject to clause 61.02 above, on the date an indeterminate employee becomes subject to this Agreement after March 17, 2014, 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 or her substantive position on the day preceding the appointment.
- (b) Subject to clause 61.02 above, on the date a term employee becomes subject to this Agreement after March 17, 2014, he or she shall be entitled to severance termination benefit payable under paragraph 61.05(b), 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 or her substantive position on the day preceding the appointment.
- (c) An employee entitled to a severance termination benefit under sub-paragraph (a) or (b) shall have the same choice of options outlined in clause 61.05, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.
- (d) An employee who does not make a selection under paragraph 64.07(c) will be deemed to have chosen option 64.05(b).



Mr. Morgan Gay, Negotiator
Mr. David-Alexandre Leblanc, Senior Research Officer
Public Service Alliance of Canada
233 Gilmour Street
Ottawa, Ontario K2P 0P1

Dear Sirs,

I am writing today to confirm the commitment made by the Secretary on Wednesday, March 28, 2018, regarding the review of the Treasury Board *Policy on Legal Assistance and Indemnification* (the Policy).

My team has informed me that an initial consultation aiming to gather the views of Bargaining Agents on the current Policy's strengths and weaknesses was conducted in the summer of 2014. Specifically, a presentation was made at the National Joint Council (NJC) on June 4, 2014, followed by an invitation to Bargaining Agents to submit their comments.

Since then, the review of the Policy was deferred pending the resolution of *Information Commissioner of Canada vs. Prime Minister of Canada* before the Federal Court of Appeal. Consequently, we do not have a draft renewed instrument with which to move forward with consultations. I confirm that the Treasury Board Secretariat will hold meaningful consultations with the Public Service Alliance of Canada when a draft renewed instrument is available.

In the meantime, I invite you to raise any issues or concerns you have with the current Policy to Ms. Manon Tassé, Senior Policy Analyst, Governance, Planning and Policy Sector at manon.tasse@tbs-sct.gc.ca. My team is available to hold an in-person meeting; if you would like to schedule one, please feel free to get in touch with Ms. Tassé.

Should you have any further questions, please do not hesitate to contact me.

Yours sincerely,

Jennifer Bordeleau, Executive Director
People Management and Community Engagement
Treasury Board of Canada Secretariat

c.c.: Liam McCarthy, Coordinator, Negotiations Section
Public Service Alliance of Canada