



TREASURY BOARD NEGOTIATIONS 2019

Border Services (FB)

January 10th 2019

Preamble:

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

The Public Service Alliance of Canada reserves the right to add to, amend, modify, and withdraw its proposals at any time during Collective Bargaining, to introduce counter-proposals to the Employer's demands, and to introduce new demands that might emerge from discussions at the bargaining table or from new information obtained during negotiations.

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

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

If neither party has a proposal on a specific clause or article, that clause or article shall be renewed.

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

ARTICLE 2 INTERPRETATION AND DEFINITIONS

“family” (famille) except where otherwise specified in this agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, stepbrother, stepsister, spouse (including common-law partner spouse 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, **sister-in-law, brother-in-law**, the employee’s grandparents and relative permanently residing in the employee’s household or with whom the employee permanently resides, **any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee, a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.**

“**Service**” (*service*) means:

The Union reserves the right to make a proposal concerning the definition of service in the parties’ agreement. This applies not only for Article 2 but also elsewhere in the agreement where reference is made to ‘service’.

ARTICLE 13 EMPLOYEE REPRESENTATIVES

- 13.01** The Employer acknowledges the right of the Alliance to appoint or otherwise select employees as representatives.
- 13.02** ~~The Alliance and the Employer shall endeavour in consultation to determine the jurisdiction of each representative, having regard to the plan of organization, the number and distribution of employees at the workplace and the administrative structure implied by the grievance procedure. Where the parties are unable to agree in consultation, any dispute shall be resolved by the grievance/adjudication procedure.~~
- 13.032** The Alliance shall notify the Employer in writing of the names and jurisdictions of its representatives ~~identified pursuant to clause 13.02.~~
- 13.04-3**
- (a) A representative shall ~~obtain the~~ **be granted** permission of his or her immediate supervisor before leaving his or her work to investigate employee complaints ~~of an urgent nature~~, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. ~~Such permission shall not be unreasonably withheld.~~ Where practicable, the representative shall report back to his or her supervisor before resuming his or her normal duties.
 - (b) Where practicable, when management requests the presence of an Alliance representative at a meeting, such request will be communicated to the employee's supervisor.
 - (c) An employee shall not suffer any loss of pay when permitted to leave his or her work under paragraph (a).
- 13.054** **The Employer agrees to provide the Alliance and new employees with sixty (60) minutes paid leave to acquaint newly hired employees, at the time of orientation, with the fact that a collective bargaining relationship exists between the Alliance and the Employer.** ~~The Alliance shall have the opportunity to have an employee representative introduced to new employees as part of the Employer's formal orientation programs, where they exist.~~
- 13.xx** **The Employer shall grant leave with pay to an employee acting on behalf of the Alliance for the purposes of grievance preparation, and for the purposes of discussion consistent with Article 18.07.**

ARTICLE 14

LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

Meetings During the Grievance Process

14.07 Where an employee representative wishes to discuss a grievance with an employee who has asked or is obliged to be represented by the Alliance in relation to the presentation of his or her grievance, the Employer will, where operational requirements permit, give them reasonable leave with pay for this purpose ~~when the discussion takes place in their headquarters area and reasonable leave without pay when it takes place outside their headquarters area.~~

14.08 Subject to operational requirements,

(a) when the Employer originates a meeting with a grievor ~~in his headquarters area, he or she will be granted leave with pay and "on duty" status when the meeting is held outside the grievor's headquarters area;~~

(b) when a grievor seeks to meet with the Employer, he or she will be granted leave with pay ~~when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area;~~

(c) when an employee representative attends a meeting referred to in this clause, he or she will be granted leave with pay ~~when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area.~~

AMEND

14.14 ~~Effective January 1, 2018, Leave~~ **without pay** granted to an employee under **this Article, with the exception of article 14.15, 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 the joint agreement.

14.x1 Branch Presidents

The Employer will grant leave with pay to employees who exercise the authority of Branch President, or National CIU Representative other than the National President, on behalf of the Alliance so that such employees may undertake the duties associated with their office.

14.x2 Leave without pay, recoverable by the Employer, shall be granted for any other union business validated by the Alliance with an event letter.

ARTICLE 17 DISCIPLINE

NEW

17.01 No disciplinary measure in the form of a notice of discipline, suspension or discharge or any other form shall be imposed on any employee without:

a) just, reasonable and sufficient cause;

and

b) without his/her receiving beforehand or at the same time a written notice showing the grounds on which a disciplinary measure is imposed.

17.01-2

~~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' notice of such a meeting.~~

In any arbitration relating to a disciplinary measure, the burden of proof shall be confined to the grounds mentioned in the notice referred to in 17.01 above.

17.023

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 **so that said representative may participate in good faith to the discussion and contribute to the clarification of the situation.**

~~Where practicable, the employee and his/her Alliance representative shall receive a minimum of two (2) days' notice of such a meeting.~~

17.034 The Employer shall notify the local representative of the Alliance as soon as possible that such suspension, or termination **or investigative or administrative meeting** has occurred.

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

17.056 Any document or written statement related to disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after ~~two (2)~~ **one (1)** years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

NEW

17.07 In the case of suspension and termination, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the written notice consistent with 17.01.

17.xx Surveillance

At no time may electronic monitoring systems be used as a means to evaluate the performance of employees, or to gather evidence in support of disciplinary measures unless such disciplinary measures result from the commission of a criminal act.

17.xx Removal of Defensive Equipment

The Alliance reserves the right to make proposals concerning the removal of an employee's defensive equipment pending discussion with the Employer.

ARTICLE 18 GRIEVANCE PROCEDURE

18.11 There shall be no more than a maximum of four (4) levels in the grievance procedure. These levels shall be as follows:

- a. Level 1: first level of management;
- b. Levels 2 and 3 in departments or agencies where such a levels are established (intermediate level(s));
- c. Final level: chief executive or deputy head or an authorized representative.

~~Whenever there are four (4) levels in the grievance procedure, the grievor may elect to waive either Level 2 or 3.~~

No employer representative may hear the same grievance at more than one level in the grievance procedure.

18.23 Where it appears **to the grievor and, where applicable, the Alliance**, that the nature of the grievance is such that a decision cannot be given ~~below at~~ a particular level of authority, any or all the levels except the final level may be eliminated by ~~agreement of the Employer and the grievor, and, where applicable, the Alliance.~~

ARTICLE 20 SEXUAL HARASSMENT AND ABUSE OF AUTHORITY

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

20.02 Definitions:

- a) **Harassment, violence or bullying includes any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation, or other physical or psychological injury, or illness to an employee, including any prescribed action, conduct or comment.**
- b) **Abuse of authority occurs when an individual uses the power and authority inherent in his/her position to endanger an employee's job, undermines the employee's ability to perform that job, threatens the economic livelihood of that employee or in any way interferes with or influences the career of the employee. It may include intimidation, threats, blackmail or coercion.**

~~20.02-20.03~~

- (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If, by reason of paragraph (a), a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

~~20.03-20.04~~

By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with ~~sexual~~ harassment. The selection of the mediator will be by mutual agreement **and such selection shall be made within thirty (30) calendar days of each party providing the other with a list of up to three (3) proposed mediators.**

20.04 20.05

Upon request by the complainant(s) and/or respondent(s), an official copy of the investigation report shall be provided to them by the Employer, subject to the *Access to Information Act* and *Privacy Act*.

20.06

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

ARTICLE 22 HEALTH AND SAFETY

22.01 The Employer shall make reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Alliance, and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

22.02 The Employer will ensure that no employee will be required to work alone on any shift or at any work location. An employee working in a joint-operation situation shall not be considered to be working alone.

ARTICLE 24 TECHNOLOGICAL CHANGE

- 24.01** ~~The parties have agreed that, in cases where, as a result of technological change, the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, Appendix C, Workforce Adjustment, will apply. In all other cases, the following clauses will apply. The parties agree that no employee shall suffer job loss as a result of technological change, nor shall any bargaining unit positions be eliminated as a result of technological change.~~
- 24.02** In this Article, “technological change” means:
- (a) the introduction by the Employer of equipment or material, **systems or software** of a different nature than that previously utilized;
 - and
 - (b) a change in the Employer’s operation directly related to the introduction of that equipment, or material, **systems or software**.
- 24.03** 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.
- 24.04** The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than ~~one hundred and eighty (180)~~ **three hundred and sixty (360)** days’ written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.
- 24.05** The written notice provided for in clause 24.04 will provide the following information:
- (a) the nature and degree of the technological change;
 - (b) the date or dates on which the Employer proposes to effect the technological change;
 - (c) the location or locations involved;
 - (d) the approximate number and type of employees likely to be affected by the technological change;
 - (e) the effect that the technological change is likely to have on the terms and conditions of employment of the employees affected.
 - (f) **the business case and all other documentation that demonstrates the need for the technological change and the complete formal and**

documented risk assessment that was undertaken as the change pertains to the employees directly impacted, all employees who may be impacted and to the citizens of Canada if applicable, and any mitigation options that have been considered.

- 24.06** As soon as reasonably practicable after notice is given under clause 24.04, the Employer shall consult meaningfully with the Alliance, **at a mutually agreed upon time**, concerning the rationale for the change and the topics referred to in clause 24.05 on each group of employees, including training.
- 24.07** **The parties agree that technological change shall not be implemented where such implementation may potentially put national security at risk.**
- 24.08** When, as a result of technological change, ~~the Employer determines that~~ an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Employer will ~~make every reasonable effort to~~ provide the necessary training during the employee's working hours without loss of pay and at no cost to the employee.

ARTICLES 25 HOURS OF WORK

25.12

- (a) An employee on day work whose hours of work are changed to extend before or beyond the stipulated hours of 7 a.m. and 6 p.m., as provided in paragraph 25.06(b), and who has not received at least seven (7) days' notice in advance of the starting time of such change shall be paid for the first (1st) day or shift worked subsequent to such change at the rate of time and one-half (1 1/2) for the first seven decimal five (7.5) hours and double (2) time thereafter. Subsequent days or shifts worked on the revised hours shall be paid for at straight-time rate, subject to Article 28, Overtime.
- (b) **Late-Hour Premium**
An employee who is not a shift worker and who completes his workday in accordance with the provisions of paragraph 25.11(b) shall receive a late-hour premium of seven dollars (\$7) per hour for each hour worked before 7 a.m. and after 6 p.m. The late-hour premium shall not apply to overtime hours.

General

Shift Work

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- 25.13** When, because of operational requirements, hours of work are scheduled for employees on a rotating or irregular basis, or on a non-rotating basis where the employer requires employees to work hours later than 6 p.m. and/or earlier than 7 a.m., they shall be scheduled so that employees, over a period of not more than fifty-six (56) calendar days:
- (a) on a weekly basis, work an average of thirty-seven decimal five (37.5) hours and an average of five (5) days;
 - (b) work seven decimal five (7.5) consecutive hours per day, exclusive of a one-half (1/2) hour meal period;
 - (c) obtain an average of two (2) days of rest per week;
 - (d) obtain at least two (2) consecutive days of rest at any one time except when days of rest are separated by a designated paid holiday which is not worked; ~~the consecutive days of rest may be in separate calendar weeks.~~

25.14 The Employer will make every reasonable effort:

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

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

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

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25.17 Shift Schedule - Reopener

- (a) If the Employer reopens a shift schedule due to operational requirements, or a line becomes vacant, the Employer will determine the qualifications required prior to canvassing all employees covered by this specific schedule.

Should more than one employee meeting the qualifications required select the same line on the schedule, years of service ~~as defined in subparagraph 34.03(a)(i)~~ will be used as the determining factor to allocate the line.

- (b) In populating a newly established schedule, as developed by the Employer, the Employer will canvass all employees covered by the specific schedule for volunteers to populate the schedule.
Should more than one employee meet the qualifications required select the same line on the schedule, years of service ~~as defined in subparagraph 34.03(a)(i)~~ will be used as the determining factor to allocate the line.
- (c) Subject to paragraph (a) above, by mutual consent the parties may agree to conduct a re-population of schedules at any point over the life of the schedule.

For greater clarity, when a vacant line is selected, that line will continue to follow the pre-established pattern, according to the existing schedule.

25.18 Shift Schedule – Vacant Lines

- (a) **In the event a line on a schedule becomes vacant, the line shall then be offered to employees working in the same worksite. Should more than**

one employee meeting the qualifications required select the same line on the schedule, years of service will be used as the determining factor to allocate the line.

(b) Should no employee meeting the criteria in (a) above select the vacant line, the line shall then be offered to employees working in the same district as the vacant line. Should more than one employee meeting the qualifications required select the same line on the schedule, years of service will be used as the determining factor to allocate the line.

(c) Should no employee meeting the criteria in (a) and (b) above select the vacant line, the line shall then be offered to employees working in the same region as the vacant line. Should more than one employee meeting the qualifications required select the same line on the schedule, years of service will be used as the determining factor to allocate the line.

(d) Should no employee meeting the criteria in (a), (b) and (c) above select the vacant line, the line shall then be offered to all other employees in the bargaining unit. Should more than one employee meeting the qualifications required select the same line on the schedule, years of service will be used as the determining factor to allocate the line.

25.19 Except as provided for in clauses 25.23 and 25.24, the standard shift schedule is:

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

or, alternatively,

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

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

25.21

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

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

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

25.22

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

25.23 Provided sufficient advance notice is given, the Employer **shall** ~~may~~:

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

25.23

- ~~(a) Where shifts other than those provided in clause 25.18 are in existence when this Agreement is signed, the Employer, on request, will consult with the Alliance on such hours of work and, in such consultation, will establish that such shifts are required to meet the needs of the public and/or the efficient operation of the service.~~

- ~~(b) Where shifts are to be changed so that they are different from those specified in clause 25.18, the Employer, except in cases of emergency, will consult in advance with the Alliance on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service.~~
- ~~(c) Within five (5) days of notification of consultation served by either party, the parties shall notify one another in writing of the representative authorized to act on their behalf for consultation purposes. Consultation will be held at the local level for fact-finding and implementation purposes.~~

25.24 Variable Shift Schedule Arrangements

- (a) Notwithstanding the provisions of clauses 25.06 and 25.13 to 25.23 inclusive, consultation may be held at the local level with a view to establishing shift schedules which may be different from those established in clauses 25.13 and 25.18. Such consultation will include all aspects of arrangements of shift schedules.
- (b) Once a mutually acceptable agreement is reached at the local level, the proposed variable shift schedule will be submitted at the respective Employer and Alliance headquarters levels before implementation.
- (c) Both parties will endeavour to meet the preferences of the employees in regard to such arrangements.
- (d) It is understood that the flexible application of such arrangements must not be incompatible with the intent and spirit of provisions otherwise governing such arrangements. Such flexible application of this clause must respect the average hours of work over the duration of the master schedule and must be consistent with operational requirements as determined by the Employer.
- (e) Employees covered by this clause shall be subject to the provisions respecting variable hours of work established in clauses 25.25 to 25.28 inclusive.

Terms and Conditions Governing the Administration of Variable Hours of Work

25.25 The terms and conditions governing the administration of variable hours of work implemented pursuant to clauses 25.09, 25.10 and 25.24 are specified in clauses 25.25 to 25.28 inclusive. This Agreement is modified by these provisions to the extent specified herein.

25.26 Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime

work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

25.27

- (a) The scheduled hours of work of any day as set forth in a variable schedule specified in clause 25.25 may exceed or be less than seven decimal five (7.5) hours; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer; and the daily hours of work shall be consecutive.
- (b) Such schedules shall provide for an average of thirty-seven decimal five (37.5) hours of work per week over the life of the schedule.
**
 - (i) Unless otherwise mutually agreed upon, the maximum life of a shift schedule shall be six (6) months.
 - (ii) The maximum life of other types of schedule shall be twenty-eight (28) days except when the normal weekly and daily hours of work are varied by the Employer to allow for summer and winter hours in accordance with clause 25.10, in which case the life of a schedule shall be one (1) year.
- (c) Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

25.28 Specific Application of this Agreement

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

- a. **Interpretation and definitions (clause 2.01)**
“Daily rate of pay” shall not apply.
- b. **Minimum number of hours between shifts**
Paragraph 25.14(a), relating to the minimum period between the termination and commencement of the employee’s next shift, shall not apply.
- c. **Exchange of shifts (clause 25.22)**
On exchange of shifts between employees, the Employer shall pay as if no exchange had occurred.

d. **Overtime (clauses 28.04 and 28.05)**

Overtime shall be compensated for all work performed in excess of an employee's scheduled hours of work on regular working days or on days of rest at **double (2)** time and ~~three-quarters (1 3/4)~~.

e. **Designated paid holidays (clause 30.07)**

- i. ~~A designated paid holiday shall account for seven decimal five (7.5) hours.~~
- ii. When an employee works on a designated paid holiday, the employee shall be compensated, in addition to the pay for the hours specified in subparagraph (i), at ~~time and one-half (1 1/2) up to his or her regular scheduled hours worked~~ and at **double (2)** time for all hours worked in excess of his or her regular scheduled hours.

f. **Travel**

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

g. **Acting pay**

The qualifying period for acting pay as specified in paragraph 62.07(a) shall be converted to hours.

h. **Leave**

- i. ~~Earned leave credits or other leave entitlements shall be equal to seven decimal five (7.5) hours per day.~~
- ii. When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.

25.29

An employee required by the Employer to work overtime consistent with Article 28 shall receive a minimum of eight (8) hours rest prior to returning to duty. Any pre-scheduled hours that fall within said eight (8) hour rest period shall be considered hours worked.

NEW PAID MEAL PERIOD

Introduce a forty (40) hour work week with a thirty (30) minute paid meal break for every eight (8) hours.

ARTICLE 27 SHIFT AND WEEKEND PREMIUMS

Amend as follows:

Excluded provisions

This Article does not apply to employees on day work, covered by clauses 25.06 to 25.12 inclusive.

27.01 Shift Premium

An employee working shifts, will receive a shift premium of ~~two dollars (\$2.00) per hour~~ **14.3% of the employee's basic hourly rate of pay** for all hours worked, including overtime hours, between 4:00 p.m. and 8:00 a.m. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m.

27.02 Weekend Premium

- (a) An employee working shifts during a weekend will receive an additional premium of ~~two dollars (\$2.00) per hour~~ **14.3% of the employee's basic hourly rate** for all hours worked, including overtime hours, on Saturday and/or Sunday.
- (b) Where Saturday and Sunday are not recognized as the weekend at a mission abroad, the Employer may substitute two (2) other contiguous days to conform to local practice.

ARTICLE 28 OVERTIME

28.02 General

- (a) An employee is entitled to overtime compensation under clauses 28.04 and 28.05 for each completed period of fifteen (15) minutes, **or portion thereof**, of overtime worked by him or her when:
 - (i) the overtime work is authorized in advance by the Employer or is in accordance with standard operating instructions;
and
 - (ii) the employee does not control the duration of the overtime work.
- (b) Employees shall record starting and finishing times of overtime work in a form determined by the Employer.
- (c) For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.
- (d) Payments provided under the overtime, designated paid holidays and standby provisions of this Agreement shall not be pyramided, that is, an employee shall not be compensated more than once for the same service.

28.03 Assignment of Overtime Work

- (a) Subject to operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to offer overtime work on an equitable basis among readily available qualified employees.
- (b) **In order to ensure compliance with 28.03 (a), the Employer shall post a list of all employees in each work location, as well as a list of overtime opportunities. Such list of overtime opportunities shall be posted at least once a week. Overtime shall be offered on a rotational basis, beginning with the employee on the list that has been offered the least number of hours.**
- (b) Except in cases of emergency, call-back or mutual agreement with the employee, the Employer shall, wherever possible, give at least **twenty four (24)** hours' notice of any requirement for overtime work.

28.04 Overtime Compensation on a workday

Subject to paragraph 28.02(a):

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

- (b) if an employee is given instructions during the employee's work day to work overtime on that day and reports for work at a time which is not contiguous to the employee's scheduled hours of work, the employee shall be paid a minimum of ~~two (2) hours' pay at straight-time~~ **four (4) hours' pay at the applicable overtime rate of pay**, or for actual overtime worked, whichever is the greater;

- (c) an employee who is called back to work after the employee has completed his or her work for the day and has left his or her place of work, and returns to work shall be paid the greater of:
 - (i) compensation equivalent to ~~three (3)~~ **four (4)** hours' pay at the applicable overtime rate of pay for each call-back ~~to a maximum of eight (8) hours' compensation in an eight (8) hour period; such maximum shall include any reporting pay pursuant to paragraph (b) or its alternate provision;~~

 - or

 - (ii) compensation at the applicable overtime rate for actual overtime worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work;

- (d) ~~the minimum payment referred to in subparagraph (c)(i), does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clauses 60.05 or 60.06.~~

28.05 Overtime Compensation on a day of rest

Subject to paragraph 28.02(a):

- (a) an employee who is required to work on a ~~first (1st)~~ day of rest is entitled to compensation at ~~time and one-half (1 1/2)~~ for the ~~first (1st)~~ seven decimal five (7.5) hours and double (2) time **for all hours worked thereafter;**
- ~~(b) an employee who is required to work on a second (2nd) or subsequent day of rest is entitled to compensation at double (2) time (second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest);~~
- (b)** when an employee is required to ~~report for work and reports~~ on a day of rest, the employee shall be paid **a minimum of four (4) hours pay at the applicable overtime rate for each reporting.**
 - ~~(i) compensation equivalent to three (3) hours' pay at the applicable overtime rate for each reporting to a maximum of eight (8) hours' compensation in an eight (8) hour period,~~
 - ~~— or~~
 - ~~(ii) compensation at the applicable overtime rate;~~
- ~~(d) the minimum payment referred to in subparagraph (c)(i), does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 60.05;~~

28.06 Compensation payment or leave with pay

- a. Overtime shall be compensated 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 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, will be paid at the employee's rate of pay, as calculated from the classification prescribed in the certificate of appointment on March 31 of the previous fiscal year.

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 **twenty ~~twelve~~ dollars (\$12 **20**)** 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 **twenty ~~twelve~~ dollars (\$12 **20**)** 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 29 STANDBY

29.01 The Employer shall make every reasonable effort to avoid putting employees on standby status.

29.02 Where the Employer requires an employee to be available on standby during off-duty hours, such employee **is entitled to be paid at his/her hourly rate of salary for one-third (1/3) of his/her stand-by time, but where such stand-by time is less than the number of hours in the employee's scheduled working day, the employee is entitled to three (3) hours pay at the hourly rate.** ~~shall be compensated at the rate of one-half (1/2) hour for each four (4) hour period or part thereof for which the employee has been designated as being on standby duty.~~

29.03

- a. An employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone number and be available to return for duty as quickly as possible if called.
- b. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.
- c. No standby payment shall be granted if an employee is unable to report for duty when required.
- d. An employee on standby who is required to ~~report for work and reports~~ shall be compensated in accordance with paragraph 28.04(c) or 28.05(c), and is also eligible for reimbursement of transportation expenses in accordance with clause 28.08.

ARTICLE 30 DESIGNATED PAID HOLIDAYS

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

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

30.07

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

or

(b) upon request and with the approval of the Employer, the employee may be granted:

~~(i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday;~~

and

(ii) pay at **double (2) time** ~~one and one-half (1 1/2) times~~ the straight-time rate of pay for all hours worked up to ~~seven decimal five (7.5) hours;~~ **or the equivalent in leave.**

(iii) Should an employee elect to take the hours in leave consistent with (ii) above, the Employer shall grant such leave at times convenient to both the employee and the Employer. The employee may elect to cash out said leave at any time.

and

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

(c) Notwithstanding paragraphs (a) and (b), when an employee works on a holiday contiguous to a day of rest on which he or she also worked and received overtime in accordance with paragraph 28.05(b), he or she shall be paid, in addition to the pay that he or she would have been granted had he or she not worked on the holiday, two (2) times his or her hourly rate of pay for all time worked.

(d) Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.

(i) When, in a fiscal year, an employee has not been granted all of his or her lieu days as requested by him or her, at the employee's request, such lieu days shall be carried over for one (1) year.

(ii) In the absence of such request, unused lieu days shall be paid off at the employee's straight-time rate of pay in effect when the lieu day was earned.

ARTICLE 32 TRAVELLING TIME

32.08 Travel-Status Leave

- a) An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his permanent residence for ~~forty (40)~~ **twenty (20)** nights during a fiscal year shall be granted ~~seven decimal five (7.5) hours of time~~ **a day** off with pay. The employee shall be credited ~~seven decimal five (7.5) hours~~ of additional **time day** off with pay for each additional twenty (20) nights that the employee is away from his or her permanent residence, to a maximum of ~~eighty (80)~~ **one hundred (100)** additional nights.
- b) The maximum number of days off earned under this clause shall not exceed ~~five (5)~~ **six (6)** days in a fiscal year and shall accumulate as compensatory leave with pay.
- c) This leave with pay is deemed to be compensatory leave and is subject to paragraphs 28.06(c) and (d).
- d) The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars, unless the employee is required to attend by the Employer.

32.xx When an employee is unable to leave his or her workplace due to circumstances beyond his/her control, such employee shall be paid for all time spent at the workplace and all time spent travelling to his or her place of residence.

ARTICLE 33 LEAVE – GENERAL

Amend as follows:

33.01

- (a) When an employee becomes subject to this Agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his or her earned hourly leave credits shall be reconverted into days, with one day being equal to seven decimal five (7.5) hours.
- ~~(b) Earned leave credits or other leave entitlements shall be equal to seven decimal five (7.5) hours per day.~~
- (b) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.
- (c) Notwithstanding the above, in Article 46, Bereavement Leave with Pay, a “day” will mean a calendar day.

33.02 Except as otherwise specified in this Agreement:

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

ARTICLE 34 VACATION LEAVE WITH PAY

Amend as follows:

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

- (a) ~~nine decimal three seven five (9.375) hours~~ **1 (1/4) days** until the month in which the anniversary of the employee's ~~eighth (8th)~~ **fifth (5th)** year of service occurs;
- (b) ~~twelve decimal five (12.5) hours~~ **1 (2/3) days** commencing with the month in which the employee's ~~eighth (8th)~~ **fifth (5th)** anniversary of service occurs;
- (c) ~~thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;~~
- (d) ~~fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;~~
- (c) ~~fifteen decimal six two five (15.625) hours~~ **2 (1/12) days** commencing with the month in which the employee's ~~eighteenth (18th)~~ **tenth (10th)** anniversary of service occurs;
- (f) ~~sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;~~
- (e) ~~eighteen decimal seven five (18.75) hours~~ **2 (1/2) days** commencing with the month in which the employee's ~~twenty-eighth (28th)~~ **twenty-third (23rd)** anniversary of service occurs.
- (f) **2 (2/3) days commencing with the month in which the employee's thirtieth (30th) anniversary of service occurs;**
- (g) **2 (11/12) days commencing with the month in which the employee's thirty-fifth (35th) anniversary of service occurs.**

34.11 Carry-over and/or liquidation of vacation leave

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

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

ARTICLE 36
MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

Amend as follows:

Change title to “Medical Appointments for pregnant employees or persons with chronic medical conditions”

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

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

ARTICLE 37 INJURY-ON-DUTY LEAVE

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

(a) personal injury accidentally received in the performance of his or her duties and not caused by the employee's willful misconduct,

or

(b) an industrial illness or a disease arising out of and in the course of the employee's employment,

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

ARTICLE 38 MATERNITY LEAVE WITHOUT PAY

38.01 Maternity leave without pay

- a. An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.
- b. Notwithstanding paragraph (a):
 - i. where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,
 - or
 - ii. where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period while her newborn child is hospitalized,

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization while the employee was not on maternity leave, to a maximum of eighteen (18) weeks.

- c. The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- d. The Employer may require an employee to submit a medical certificate certifying pregnancy.
- e. An employee who has not commenced maternity leave without pay may elect to:
 - i. use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - ii. use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 35: sick leave with pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 35: sick leave with pay, shall include medical disability related to pregnancy.

- f. An employee shall inform the Employer in writing of her plans to take leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks before the initial date of continuous leave of absence while termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- g. Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

38.02 Maternity allowance

- a. An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), provided that she:
 - i. has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
 - ii. provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,

and
 - iii. has signed an agreement with the Employer stating that:
 - A. she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
 - B. ~~following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;~~
 - C. ~~should she fail to return to work for the Employer, Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations~~

~~specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, she will be indebted to the Employer for an amount determined as follows:~~

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

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

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

~~c.~~

- b.** 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 before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,

and

- ii. for each week the employee receives a maternity benefit under the Employment Insurance or the Québec Parental Insurance plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period,

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, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.
- c. At the employee's request, the payment referred to in subparagraph 38.02(ε b)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan maternity benefits.
- d. The maternity allowance to which an employee is entitled is limited to that provided in paragraph (ε b) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the Employment Insurance Act or the Parental Insurance Act in Québec.
- e. The weekly rate of pay referred to in paragraph (ε b) shall be:
 - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;
 - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- f. The weekly rate of pay referred to in paragraph (f e) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- g. Notwithstanding paragraph (g f), and subject to subparagraph (f e)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- h. Where an employee becomes eligible for a pay increment or pay revision that would increase the maternity allowance while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.

- i. Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

38.03 Special maternity allowance for totally disabled employees

- a. An employee who:
 - i. fails to satisfy the eligibility requirement specified in subparagraph 38.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the Government Employees Compensation Act prevents her from receiving Employment Insurance or Québec Parental Insurance Plan maternity benefits,

and
 - ii. has satisfied all of the other eligibility criteria specified in paragraph 38.02(a), other than those specified in sections (A) ~~and (B)~~ of subparagraph 38.02(a)(iii), shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD plan or through the Government Employees Compensation Act.

- b. An employee shall be paid an allowance under this clause and under clause 38.02 for a combined period of no more than the number of weeks while she would have been eligible for maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or Québec Parental Insurance Plan maternity benefits for the reasons described in subparagraph (a)(i).

ARTICLE 39 MATERNITY-RELATED REASSIGNMENT OR LEAVE

- 39.01** An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request that the Employer modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or the health of the foetus or child. On being informed of the cessation, the Employer, with the written consent of the employee, shall notify the appropriate workplace committee or the health and safety representative.
- 39.02** An employee's request under clause 39.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to be avoided in order to eliminate the risk. ~~Depending on the particular circumstances of the request, the Employer may obtain an independent medical opinion.~~
- 39.03** An employee who has made a request under clause 39.01 is entitled to continue in her current job while the Employer examines her request but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:
- (a) modifies her job functions or reassigns her;
 - or
 - (b) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.
- 39.04** Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.
- 39.05** Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.
- 39.06** An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks' notice in writing to the Employer of any change in duration of the risk or the inability as indicated in

the medical certificate unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

ARTICLE 40
PARENTAL LEAVE WITHOUT PAY

40.01 Parental leave without pay

- a. Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to ~~thirty-seven~~ **sixty-three (3763)** consecutive weeks in the ~~fifty-two~~ **eighty-six (52 86)** week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- b. Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to ~~thirty-seven~~ **sixty-three (3763)** consecutive weeks in the ~~fifty-two~~ **eighty-six (52 86)** period beginning on the day on which the child comes into the employee's care.
- c. Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two periods.
- d. Notwithstanding paragraphs (a) and (b):
 - i. where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,

or
 - ii. where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period while his or her child is hospitalized,
the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization while the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

- e. An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks before the commencement date of such leave
- f. The Employer may:
 - i. defer the commencement of parental leave without pay at the request of the employee;
 - ii. grant the employee parental leave without pay with less than four (4) weeks' notice;
 - iii. require an employee to submit a birth certificate or proof of adoption of the child.
- g. Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes

40.02 Parental allowance

- a. An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:
 - i. has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - ii. provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,

and

- iii. has signed an agreement with the Employer stating that:
 - A. the employee will return to work on the expiry date of his or her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
 - B. ~~Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 38.02(a)(iii)(B), if applicable;~~

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

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

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

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

~~c. —~~

b. 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 before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
- ii. for each week the employee receives parental, adoption or paternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the parental, adoption or paternity benefit, less any other monies earned during this

period which may result in a decrease in his or her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;

- iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period;
 - iv. where an employee has received the full ~~thirty-five~~ **sixty-one (35 61)** weeks of parental benefit under the Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of his or her weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 38.02(ε b)(iii) for the same child.
- c. At the employee's request, the payment referred to in subparagraph 40.02(ε b)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan parental benefits.
 - d. The parental allowance to which an employee is entitled is limited to that provided in paragraph (ε b) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act or the Parental Insurance Act in Quebec.
 - e. The weekly rate of pay referred to in paragraph (ε b) shall be:
 - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.

- f. The weekly rate of pay referred to in paragraph (f e) shall be the rate to which the employee is entitled for the substantive level to which he or she is appointed.
- g. Notwithstanding paragraph (g f), and subject to subparagraph (f e)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- h. Where an employee becomes eligible for a pay increment or pay revision that would increase the parental allowance while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- i. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- j. The maximum combined, shared maternity and parental allowances payable under this collective agreement shall not exceed ~~fifty-two~~ **seventy-eight (52 78)** weeks for each combined maternity and parental leave without pay.

40.03 Special parental allowance for totally disabled employees

- a. An employee who:
 - i. fails to satisfy the eligibility requirement specified in subparagraph 40.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or through the Government Employees Compensation Act prevents the employee from receiving Employment Insurance or Québec Parental Insurance Plan benefits,

and
 - ii. has satisfied all of the other eligibility criteria specified in paragraph 40.02(a), other than those specified in sections (A) and ~~(B)~~ of subparagraph 40.02(a)(iii), shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD plan or through the Government Employees Compensation Act.

- b. An employee shall be paid an allowance under this clause and under clause 40.02 for a combined period of no more than the number of weeks while the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in subparagraph (a)(i).

ARTICLE 41 LEAVE WITHOUT PAY FOR THE CARE OF FAMILY

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

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

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
- (b) leave granted under this Article shall be for a minimum period of three (3) weeks.
- (c) the total leave granted under this Article shall not exceed five (5) years during an employee's total period of employment in the public service;
- (d) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.

~~(e) **Compassionate Care Leave**~~

- ~~(i) Notwithstanding the definition of "family" found in clause 2.01 and notwithstanding paragraphs 45.02(b) and (d) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.~~
- ~~(ii) Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.~~
- ~~(iii) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.~~

~~(iv) When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, subparagraphs (i) and (ii) above cease to apply.~~

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

41.04 All leave granted under Leave Without Pay for the Long-Term Care of a Parent or under Leave Without Pay for the Care and Nurturing of Pre-School Age Children provisions of previous Technical Services Collective Agreements or other agreements will not count towards the calculation of the maximum amount of time allowed for care of family during an employee's total period of employment in the public service.

NEW ARTICLE COMPASSIONATE CARE LEAVE

- xx.01** Notwithstanding the definition of “family” found in clause 2.01 an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of up to twenty-eight (28) weeks while in receipt of or awaiting these benefits.
- xx.02** When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.
- xx.03** Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.
- xx.04** Where an employee is subject to a waiting period before receiving Employment Insurance Compassionate Care benefits, he or she shall receive an allowance of ninety-three per cent (93%) of her weekly rate of pay.
- xx.05** For each week the employee receives a Compassionate Care benefit under the *Employment Insurance Plan*, he or she shall receive the difference between ninety-three per cent (93%) of his or her weekly rate and the Compassionate Care benefit.

NEW ARTICLE
LEAVE RELATED TO CRITICAL ILLNESS

- XX.01** Notwithstanding the definition of “family” found in clause 2, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Family Caregiver Benefits may be granted leave for periods of up to thirty-seven (37) weeks while in receipt of or awaiting these benefits.
- XX.02** When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Family Caregiver Benefits has been accepted.
- XX.03** Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.
- XX.04** Where an employee is subject to a waiting period before receiving Employment Insurance Family Caregiver benefits, he or she shall receive an allowance of ninety-three per cent (93%) of his or her weekly rate of pay.
- XX.05** For each week the employee receives Family Caregiver benefit under the *Employment Insurance Plan*, he or she shall receive the difference between ninety-three per cent (93%) of his or her weekly rate and EI Family Caregiver Benefits.

ARTICLE 43

LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

For the purpose of this clause, “family” is defined per Article 2

~~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 step-parents or foster parents), father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents of the employee, 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~~ **ten (10) days** in a fiscal year. **Such leave may be taken as single days or as a fraction of a day.**

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 52 LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

52.02 Personal leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, ~~fifteen (15) hours of~~ **two (2) days 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~~ **single days or as a fraction of a day.**

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

52.xx Leave with Income Averaging

- a) **The Employer's Leave with Income Averaging Directive, as constituted on November 30st, 2018, shall form part of this Agreement.**
- b) **The Employer shall not unreasonably deny requests for Leave with Income Averaging.**
- c) **When excessive requests have been made for Leave with Income Averaging, years of service shall be the determining factor for the granting of such leave.**

ARTICLE 56
EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

56.01

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

56.02

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

New

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

- a) A copy of the report placed on their file;**

- b) An opportunity to sign the report in question to indicate that its contents have been read; and
- c) An opportunity to submit such written representations as the employee may deem appropriate concerning the report and to have such written representations attached to the report.

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

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

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

56.07 Where an employee's mid-year review or annual performance evaluation or written performance objectives refer to a need for training in a particular subject area in order to fulfil a particular work related objective that employee shall be entitled to training required to ensure they can meet that objective. Such training shall be provided on paid time during the employee's regularly scheduled hours.

Employee Files

56.10 i)

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

ARTICLE 58

WASH UP TIME

Replace current language with:

- 58.01** a) All tooled officers shall be provided a minimum of fifteen (15) minutes at the beginning and fifteen (15) minutes at the end of each shift for tooling up and tooling down. Time spent tooling up and tooling down shall form part of an employee's shift.
- b) In addition to a) above, where there is a need due to the nature of the work, wash-up time up will be permitted before the end of the working day.

ARTICLE 60 PART-TIME EMPLOYEES

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.

60.10 Vacation Leave

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

See Alliance proposal concerning Article 34.02.

ARTICLE 62 PAY ADMINISTRATION

62.02 An employee is entitled to be paid **bi-weekly period or bi-monthly, where applicable**, for services rendered at:

- a. the pay specified in Appendix A-1 for the classification of the position to which the employee is appointed, if the classification coincides with that prescribed in the employee's certificate of appointment; or
- b. the pay specified in Appendix A-1 for the classification prescribed in the employee's certificate of appointment, if that classification and the classification of the position to which the employee is appointed do not coincide.

Should the employer fail to pay the employee as prescribed in (a) or (b) above on the specified pay date, the employer shall, in addition to the pay, award the employee the Bank of Canada daily compounded interest rate until the entirety of the employee pay issues have been resolved.

The Employer shall also reimburse the employee for all interest charges or any other financial penalties or losses or administrative fees accrued as a result of improper pay calculations or deductions, or any contravention of a pay obligation defined in this collective agreement.

62.03

- a. The rates of pay set forth in Appendix A shall become effective on the dates specified. **Any new allowances, premiums or bonuses agreed upon by the parties, as well as all increases in allowances, premiums or bonuses agreed upon by the parties shall take effect on June 21, 2018.**
- b. Where the rates of pay set forth in Appendix A have an effective date prior to the date of signing of this agreement, the following shall apply:
 - i. "retroactive period" for the purpose of subparagraphs (ii) to (v) means the period from the effective date of the revision up to and including the day before the collective agreement is signed or when an arbitral award is rendered therefor;
 - ii. a retroactive upward revision in rates of pay shall apply to employees, former employees or, in the case of death, the estates of former employees

who were employees in the groups identified in Article 9 of this agreement during the retroactive period;

- iii. for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;
- iv. for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the Directive on Terms and Conditions of Employment using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;
- v. no payment or notification shall be made pursuant to paragraph 62.03(b) for one dollar (\$1) or less.

c. In addition to b. above, any form of new or increased remuneration provided for under this Agreement with an effective date prior to the date of signing shall apply to employees, former employees or, in the case of death, the estates of former employees who were employees in the groups identified in Article 9 of this agreement during the retroactive period.

62.07

- a. When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least ~~three (3)~~ **one (1)** consecutive working days or shifts, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.
- b. When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.

62.X1

- a. **An employee who is required to act at a higher level shall receive an increment at the higher level after having reached fifty-two (52) weeks of cumulative service at the same level.**
- b. **For the purpose of defining when employee will be entitled to go to the next salary increment of the acting position, “cumulative” means all periods of acting at the same level.**

62.X2

Any NJC allowances an employee is in receipt of when the employee commences to act in a higher classification shall be maintained without interruption during the period the employee is acting.

NEW – Deduction Rules for Overpayments

Where an employee, through no fault of his or her own, has been overpaid in excess of fifty dollars (\$50), the Employer is prohibited from making any unilateral or unauthorized deductions from an employee’s pay and:

- a) no repayment shall begin until all the employee pay issues have been resolved;
- b) repayment shall be calculated using the net amount of overpayment;
- c) the repayment schedule shall not exceed ten percent (10%) of the employee’s net pay each pay period until the entire amount is recovered. An employee may opt into a repayment schedule above ten percent (10%);
- d) in determining the repayment schedule, the employer shall take into consideration any admission of hardship created by the repayment schedule on the employee.

NEW – Emergency Salary or Benefit Advances

On request, an employee shall be entitled to receive emergency salary, benefit advance and/or priority payment from the Employer when, due to no fault of the employee, the employee has been under paid as a result of improper pay calculations or deductions, or as a result of any contravention of any pay obligation defined in this agreement by the Employer. The emergency advance and/or priority payment shall be equivalent to the amount owed to the employee at the time of request and shall be distributed to the employee within two (2) days of the request. The receipt of an advance shall not place the employee in an overpayment situation. The employee shall be entitled to receive emergency advances as required until the entirety of the pay issue has been resolved.

No repayment shall begin until the all the employee pay issues have been resolved and:

- a) repayment schedule shall not exceed ten percent (10%) of the employee's net pay each pay period until the entire amount is recovered. An employee may opt into a repayment schedule above ten percent (10%);
- b) in determining the repayment schedule, the employer shall take into consideration any admission of hardship created by the repayment schedule on the employee.

NEW – Accountant and Financial Management Counselling

The Employer shall reimburse an employee all fees associated with the use of accounting and/or financial management services by an employee if the use of these services is required as a result of improper pay calculations and disbursements made by the Employer.

NEW RECRUITS

Upon completion of new recruit training at Rigaud College, employees will be placed at the appropriate step on the FB 03 scale once assigned to a CBSA port or office.

NEW
EARLY RETIREMENT FOR FB WORKERS

Amend the pension plan to allow for employees in the FB bargaining unit to retire with 25 years of service without penalty.

NEW ARTICLE DOMESTIC VIOLENCE LEAVE

- XX:01** The Employer recognizes that employees sometimes face situations of violence or abuse, which may be physical, emotional or psychological, in their domestic lives that may affect their attendance and performance at work.
- XX:02** Employees experiencing domestic violence will be able to access ten (10) days of paid leave for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, without prior approval.
- XX:03** The Employer agrees that no adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic violence.
- XX:04** The Employer will approve any reasonable request from an employee experiencing domestic violence for the following:
- Changes to their working hours or shift patterns;
 - Job redesign, changes to duties or reduced workload;
 - Job transfer to another location or department or business line;
 - A change to their telephone number, email address, or call screening to avoid harassing contact; and
 - Any other appropriate measure including those available under existing provisions for family-friendly and flexible working arrangements.
- XX:05** All personal information concerning domestic violence will be kept confidential in accordance with relevant legislation, and shall not be disclosed to any other party without the employee's express written agreement. No information on domestic violence will be kept on an employee's personnel file without their express written agreement.

Workplace Policy

- XX.06** The Employer will develop a workplace policy on preventing and addressing domestic violence at the workplace. The policy will be made accessible to all employees and will be reviewed annually. Such policy shall explain the appropriate action to be taken in the event that an employee reports domestic

violence or is perpetrating domestic violence, identify the process for reporting, risk assessments and safety planning, indicate available supports and protect employees' confidentiality and privacy while ensuring workplace safety for all.

Workplace supports and training

- XX.07** The Employer will provide awareness training on domestic violence and its impacts on the workplace to all employees.
- XX.08** The Employer will identify a contact in [Human Resources/Management] who will be trained in domestic violence and privacy issues for example: training in domestic violence risk assessment and risk management. The Employer will advertise the name of the designated domestic violence contact to all employees.

The Advocate

- XX.09** The Employer and the Alliance recognize that employees who identify as women sometimes need to discuss with another woman matters such as violence or abuse or harassment, at home or in the workplace. Workers who are women may also need to find out about resources in the workplace or community to help them deal with these issues such as the EAP program, a women's shelter, or a counsellor.
- XX.10** For these reasons, the parties agree to recognize the role of Advocate in the workplace.
- XX.11** The Advocate will be determined by the Alliance. Employees who identify as women will have the right to have an Advocate who identifies as a woman.
- XX.12** The Advocate will meet with workers as required and discuss problems with them and assist accordingly, referring them to the appropriate agency when necessary.
- XX.13** The Employer will provide access to a private office in order for the Advocate to meet with employees confidentially, and will provide access to a confidential telephone line and voice mail that is maintained by the Advocate and accessible to all employees in the workplace. The Advocate will also have access to a management support person to assist her or him in their role when necessary.
- XX.14** The Employer and the Alliance will develop appropriate communications to inform all employees of the advocacy role of the Advocate and information on how to contact her or him.
- XX.15** The Advocate will participate in an initial basic training and an annual update training program to be delivered by the Alliance. The Employer agrees that leave

for such training shall be with pay and will cover reasonable expenses associated with such training, such as lodging, transportation and meals.

XX.16 Employees that are named as Advocate shall be granted leave with pay to carry out the duties associated with acting as an Advocate.

XX.17 No employee shall be prevented from accessing the service of the Advocate or of becoming an Advocate once named by the Alliance.

**NEW ARTICLE
NO CONTRACTING OUT**

NEW

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

NEW

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

APPENDIX A RATES OF PAY AND PAY NOTES

The Union will be proposing amendments to Appendix A pending the Employer's providing of payroll and other economic information.

APPENDIX B

MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO THE VARIABLE SHIFT SCHEDULING ARRANGEMENTS

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.

1. Consultation process

The intent of this appendix is to provide the parties with a process to facilitate reaching agreement at the local level, within prescribed timeframes. **The parties agree to negotiate in good faith, and shall make every reasonable effort to reach a negotiated VSSA.**

APPENDIX C WORKFORCE ADJUSTMENT

Changes proposed in this Appendix shall take effect on June 21, 2018

Definitions

Amend the definition of affected employee

Affected employee (employé-e touché)

Is an indeterminate employee who has been informed in writing that his or her services may no longer be required because of a workforce adjustment situation **or an employee affected by a relocation.**

Amend the definition of alternation (housekeeping)

Alternation (échange de postes)

Occurs when an opting employee (~~not a surplus employee~~) **or an employee with a twelve-month surplus priority period** who wishes to remain in the core public administration exchanges positions with a non-affected employee (the alternate) willing to leave the core public administration with a transition support measure or with an education allowance.

Amend the definition of Education allowance

Education allowance (indemnité d'études)

Is one of the options provided to an indeterminate employee affected by normal workforce adjustment for whom the deputy head cannot guarantee a reasonable job offer. The education allowance is a cash payment equivalent to the transition support measure (see Annex B), plus a reimbursement of tuition from a recognized learning institution and book and mandatory equipment costs, up to a maximum of ~~fifteen thousand dollars (\$15,000)~~ **twenty thousand dollars (\$20,000).**

Amend definition of GRJO (language redundant given 6.1.1)

Guarantee of a reasonable job offer (garantie d'une offre d'emploi raisonnable)
Is a guarantee of an offer of indeterminate employment within the core public administration provided by the deputy head to an indeterminate employee who is

affected by workforce adjustment. Deputy heads will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict that employment will be available in the core public administration. ~~Surplus employees in receipt of this guarantee will not have access to the options available in Part VI of this Appendix.~~

Amend definition of reasonable job offer (redundant given new 1.1.19)

Reasonable job offer (offre d'emploi raisonnable)

Is an offer of indeterminate employment within the core public administration, normally at an equivalent level, but which could include lower levels. Surplus employees must be both trainable and mobile. ~~Where practicable, a reasonable job offer shall be within the employee's headquarters as defined in the Travel directive.~~ In alternative delivery situations, a reasonable offer is one that meets the criteria set out under type 1 and type 2 in Part VII of this appendix. A reasonable job offer is also an offer from a FAA Schedule V employer, providing that:

- a) The appointment is at a rate of pay and an attainable salary maximum not less than the employee's current salary and attainable maximum that would be in effect on the date of offer.
- b) It is a seamless transfer of all employee benefits including a recognition of years of service for the definition of continuous employment and accrual of benefits, including the transfer of sick leave credits, severance pay and accumulated vacation leave credits.

Part 1: roles and responsibilities

1.1 Departments or organizations

NEW 1.1.7 (renumber current 1.1.7 ongoing)

1.1.7 When a deputy head determines that the indeterminate appointment of a term employee would result in a workforce adjustment situation, the deputy head shall communicate this to the employee within thirty (30) days of having made the decision, and to the union in accordance with the notification provisions in 2.1.5.

Deputy heads shall review the impact of workforce adjustment on no less than an annual basis to determine whether the conversion of term employees will no longer result in a workforce adjustment situation for

indeterminate employees. If it will not, the suspension of the roll-over provisions shall be ended.

If an employee is still employed with the department more than three (3) years after the calculation of the cumulative working period for the purposes of converting an employee to indeterminate status is suspended the employee shall be made indeterminate or be subject to the obligations of the Workforce Adjustment appendix as if they were.

NEW 1.1.19 (renumber current 1.1.19 ongoing)

1.1.19

- a) The employer shall make every reasonable effort to provide an employee with a reasonable job offer within a forty (40) kilometre radius of his or her work location.
- b) In the event that reasonable job offers can be made within a forty (40) kilometre radius to some but not all surplus employees in a given work location, such reasonable job offers shall be made in order of years of service.
- c) In the event that a reasonable job offer cannot be made within forty (40) kilometres, every reasonable effort shall be made to provide the employee with a reasonable job offer in the province or territory of his or her work location, prior to making an effort to provide the employee with a reasonable job offer in the public service.
- d) In the event that reasonable job offers can be provided to some but not all surplus employees in a given province or territory, such reasonable job offers shall be made in order of years of service.
- e) An employee who chooses not to accept a reasonable job offer which requires relocation to a work location which is more than sixteen (16) kilometres from his or her work location shall have access to the options contained in section 6.4 of this Appendix.

Part II: official notification

2.1 Department or organization

NEW 2.1.5 (renumber current 2.1.5 ongoing)

2.1.5 When a deputy head determines that specified term employment in the calculation of the cumulative working period for the purposes of converting an employee to indeterminate status shall be suspended to protect indeterminate employees in a workforce adjustment situation, the deputy head shall:

- (a)** inform the PSAC or its designated representative, in writing, at least 30 days in advance of its decision to implement the suspension and the names, classification and locations of those employees and the date on which their term began, for whom the suspension applies. Such notification shall include the reasons why the suspension is still in place for each employee and what indeterminate positions that shall be subject to work force adjustment if it were not in place.
- (b)** inform the PSAC or its designated representative, in writing, once every 12 months, but no longer than three (3) years after the suspension is enacted, of the names, classification, and locations of those employees and the date on which their term began, who are still employed and for which the suspension still applies. Such notification shall include the reasons why the suspension is still in place for each employee and what indeterminate positions that shall be subject to work force adjustment if it were not in place.
- (c)** inform the PSAC no later than 30 days after the term suspension has been in place for 36 months, and the term employee's employment has not been ended for a period of more than 30 days to protect indeterminate employees in a workforce adjustment situation, the names, classification, and locations of those employees and the date on which their term began and the date that they will be made indeterminate. Term employees shall be made indeterminate within 60 days of the end of the three-year suspension.

Part IV: retraining

4.1 General

- 4.1.2** It is the responsibility of the employee, home department or organization and appointing department or organization to identify retraining opportunities, **including language training opportunities**, pursuant to subsection 4.1.1.
- 4.1.3** When a retraining opportunity has been identified, the deputy head of the home department or organization shall approve up to two (2) years of retraining.

Opportunities for retraining, including language training, shall not be unreasonably denied.

Part VI: options for employees

6.1 General

6.1.1 Deputy heads will be expected to provide a guarantee of a reasonable job offer for those affected employees for whom they know or can predict that employment will be available. A deputy head who cannot provide such a guarantee shall provide his or her reasons in writing, if so requested by the employee. **Except as specified in 1.1.19 (e), employees** Employees in receipt of this guarantee will not have access to the choice of options in 6.4 below.

6.4 Options

6.4.1 c)

Education allowance is a transition support measure (see Option (b) above) plus an amount of not more than ~~fifteen thousand dollars (\$15,000)~~ **twenty thousand dollars (\$20,000)** for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and relevant equipment. Employees choosing Option (c) could either:

Part VII: special provisions regarding alternative delivery initiatives

7.2 General

7.2.1 The provisions of this part apply only in the case of alternative delivery initiatives and are in exception to other provisions of this appendix. Employees who are affected by alternative delivery initiatives and who receive job offers from the new employer shall be treated in accordance with the provisions of this part, and only where specifically indicated will other provisions of this appendix apply to them. **Employees who are affected by alternative delivery initiatives and who do not receive job offers from the new employer shall be treated in accordance with the provisions of Parts I-VI of this Appendix.**

APPENDIX D

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

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

The provisions of this collective agreement shall be implemented by the parties within a period of ~~one hundred and fifty (150)~~ **ninety (90)** days from the date of signing.

APPENDIX E

MEMORANDUM OF UNDERSTANDING WITH RESPECT TO A JOINT LEARNING PROGRAM

RESERVE

APPENDIX F

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

Replaced with:

This Memorandum of Understanding is to give effect to the agreement reached between the Employer and Public Service Alliance of Canada regarding child care.

As a result of the work done by the Joint National Child Care Committee, the parties agree to establish an ongoing Child Care and Support Program. The Child Care and Support Program is established to continue the work of the Joint National Child Care Committee and will be given carriage of the Committee's recommendation in addition to other measures identified through further research and analysis and agreed to by the parties.

The Child Care and Support Program will:

- Be located within the National Joint Council;
- Be co-governed by Union and Employer representatives;
- Have a mandate that can evolve based on the needs of stakeholders within the federal public service;
- Perform its work neutrally and at arm's length;
- Have dedicated and long-term funding from the Treasury Board to finance the establishment and ongoing support of child care centres in the federal public service.

The parties agree to establish a formal governance structure that will include an Executive Board and an Advisory Board.

The Executive Board and the Advisory Board will be comprised of an equal number of Union and Employer representatives. The Executive Board is responsible for determining the number and the identity of their respective Advisory Board representatives.

The Executive Board shall approve the terms of reference of the Advisory Board by January 30, 2019. This date may be extended by mutual agreement of the Executive Board members. The Advisory Board terms of reference may be amended from time to time by mutual consent of the Executive Board members.

The ongoing responsibilities of the Child Care and Support Program includes:

- to research, discuss and identify measures to address child care and other work-life balance challenges of employees;
- establishing criteria for the establishment of workplace day care centres;
- identify sites for workplace child care centres;
- identifying opportunities for establishing workplace child care centres (including community partnerships) including opportunities that will come with the current expansion of licenced child care across the country;
- carrying out needs-assessments to determine priorities for the establishment of workplace child care centres;
- conducting a centralized detailed employee needs assessment survey by asking employees about their challenges as working parents and work-life needs. This could be done as part of the Public Service Employee Survey.

Federal public service workplace child care centres shall:

- Be established in partnership with not-for-profit licensed child care providers in accordance with provincial/territorial regulations governing child care centres, and that services be provided on a not-for-profit basis;
- Be staffed to offer support and services in either official language;
- Provide child care support and services to children with special needs, and to parents with disabilities;
- Consider the requirement to accommodate employees working shifts and/or irregular hours.

The Child Care and Support Program shall also:

- Develop a communication strategy including the production and distribution of fact sheets and other materials on what supports are available and where to get further information on programs and policies related to child care and work-family balance in the federal public service. As well, existing documentation or resources on what to look for and questions to ask when selecting a child care facility should be made available;
- Involve departmental human resources divisions to ensure that an information package on child care be given to new employees and when employees complete forms for maternity or parental leave;
- Provide guidance and best practices to departments to assist employees in obtaining information on child care options considering the needs of employees, including the needs of those who work irregular hours;
- Leverage partnerships with various networks and services (e.g. Employee Assistance Services) to implement information and referral services for child care

tailored to the needs of Federal Public Service employees, including emergency child care;

- Establish an interdepartmental working parents networking group that would connect parents across the federal public service so they can share ideas and experiences, learn about parenting topics, and discuss child care needs and support in a safe environment. This could be done virtually through GCconnex;
- Leverage existing training, including through the Joint Learning Program, to make employees aware of what's available related to managing work-family balance;
- Promote a family-friendly culture by encouraging working parents to make use of existing benefits and ensuring that supervisors/managers understand the Employer's obligations with respect to these benefits.

APPENDIX H

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.

APPENDIX xx

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.

If an employee fails to meet the criteria for firearm and/or control defence tactics training and certification, the Employer will make every reasonable effort to find them a placement opportunity within the CBSA at the same level and in the same headquarters area. If such placement is not possible, the Employer will make every reasonable effort to find them a placement opportunity elsewhere within the Public Service within the same headquarters area.

APPENDIX xx

MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO NAME TAGS

The parties agree that no employee shall be required to wear a name tag with the employee's name, and that within ninety (90) days of ratification employees shall be issued number tags to replace name tags.

APPENDIX N

MEMORANDUM OF AGREEMENT ON SUPPORTING EMPLOYEE WELLNESS

DELETE

APPENDIX O

MEMORANDUM OF UNDERSTANDING BETWEEN TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO MENTAL HEALTH IN THE WORKPLACE

Union reserves the right to make proposals concerning this Appendix pending the release of the Auditor General's Report concerning CBSA.

ARTICLE 59 ALLOWANCES

59.02 Dog handlers' allowance

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~~ **two** (\$2) dollar per on-duty hour.

Plain Clothes

59.xx Employees required to provide and wear ordinary clothing as part of their duties, shall be reimbursed by the Employer for expenses incurred in the purchase of such clothing, to a maximum of one-thousand, one hundred and twenty-five dollars (\$1,125.00) per annum, upon presentation of the necessary receipts. If an employee performs such duties for less than a calendar year, but for a period or periods totaling one calendar month (30 days) or more in that year, the employee shall be entitled to reimbursement of a proportionate part of the expenses in the same ratio that the employee's time so spent bears to that calendar year.

59.xx Each employee entitled to the expenses under Section xx.01 shall submit a claim once annually in January for the preceding year to be reimbursed not later than the month of February, next following.

Dry Cleaning allowance

59.xx The Employer shall reimburse up to a maximum of one-thousand, one hundred and twenty-five dollars (\$1,125.00) per annum for expenses associated with the cleaning of uniforms, upon presentation of the necessary receipts.

59.xx Escorted Removals Premium

When an employee is assigned to escort a person from Canada, the employee shall be paid a seven dollar (\$7.00) premium for each hour worked on the assignment, provided that the assignment requires that the employee work more than 7.5 contiguous hours.

FIREARM PRACTICE TIME

- xx.01 a) An employee that is required to carry a firearm shall be scheduled at least two (2) shifts per year for duty firearm practice. Such shifts shall be scheduled consistent with the employee's regular hours of work.
- b) Any travel associated with a) above shall be subject to the National Joint Council Travel Directive.

FITNESS/WELLNESS ALLOWANCE

- xx.01 The Employer shall provide all employees with a monthly allowance of \$50.00 for the maintaining of a membership at a gym or fitness facility, except where the Employer provides an adequate fitness facility free of charge on site.

**NEW
ALTERNATIVE WORK ARRANGEMENTS**

Proposed language:

The Employer shall not unreasonably deny employee requests to carry out regularly assigned work duties away from the Employer's premises.

NEW ARTICLE MEDICAL APPOINTMENTS

Medical or Dental Appointments

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

Medical Certificate

XX.02 In all cases, a medical certificate provided by a legally qualified medical practitioner shall be considered as meeting the requirements of paragraph 35.02(a).

XX.03 When an employee is asked to provide a medical certificate by the Employer, the employee shall be reimbursed by the Employer for all costs associated with obtaining the certificate. Employees required to provide a medical certificate shall also be granted leave with pay for all time associated with the obtaining of said certificate.

NEW WHISTLEBLOWING

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

NEW SOCIAL JUSTICE FUND

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

NEW ARTICLE STUDENT EMPLOYMENT

- XX.01** Both the Alliance and the Employer recognize the importance and value in providing students with opportunities to gain work experience and skills through programs provided by the federal government.
- XX.02** “Students” for the purposes of this Article means students hired under legitimate student programs. Those not hired under legitimate student programs shall be bargaining unit members.
- XX.03** “Legitimate” student programs consists of either the Federal Student Work Experience Program, the Research Affiliate Program or the Post-Secondary Co-operative Education and Internment program.
- XX.04** Students shall not be used to either displace bargaining unit employees or to avoid filling bargaining unit positions.
- XX.05** Overtime work shall be offered on an equitable basis to employees (bargaining unit members) consistent with Article 28 Overtime. Should no employee accept the offered overtime, the Employer may offer the overtime to students.
- XX.06** The Employer shall ensure that students receive adequate training and supervision, and shall ensure that students are not exposed to dangerous or unsafe working conditions and are covered under the Canada Labour Code part II.
- XX.07** The parties shall meet within ninety (90) days of ratification to discuss and agree upon the terms and conditions under which those students assigned bargaining unit work might carry out their assigned duties. Such terms and conditions shall include wage rates.

DAY IS A DAY

Proposed language:

ARTICLE 25 HOURS OF WORK

25.28 Specific Application of this Agreement

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

- (h) **Leave**
 - ~~(i) Earned leave credits or other leave entitlements shall be equal to seven decimal five (7.5) hours per day.~~
 - (i) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.

ARTICLE 32 TRAVELLING TIME

32.08 Travel Status Leave

- (a) An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his permanent residence for ~~forty (40)~~ **twenty (20)** nights during a fiscal year shall be granted ~~seven decimal five (7.5) hours~~ **one day** off with pay. The employee shall be credited with one additional ~~seven decimal five (7.5) hours of time~~ **day off with pay** for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of ~~eighty (80)~~ **one hundred (100)** additional nights.
- (b) The maximum number of days off earned under this clause shall not exceed ~~five (5)~~ **six (6)** days in a fiscal year and shall accumulate as compensatory leave with pay.

- (c) This leave with pay is deemed to be compensatory leave and is subject to paragraphs 28.06(c) and (d).
- (d) The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars, unless the employee is required to attend by the Employer.

ARTICLE 33 LEAVE - GENERAL

33.01

- (a) ~~When an employee becomes subject to this Agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his or her earned hourly leave credits shall be reconverted into days, with one day being equal to seven decimal five (7.5) hours.~~
- (b) ~~Earned leave credits or other leave entitlements shall be equal to seven decimal five (7.5) hours per day.~~
- (b) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.
- (c) Notwithstanding the above, in Article 46, Bereavement Leave with Pay, a "day" will mean a calendar day.

ARTICLE 43 LEAVE WITH PAY FOR FAMILY - RELATED RESPONSIBILITIES

- 43.01** The total leave with pay which may be granted under this Article shall not exceed ~~thirty-seven decimal five (37.5) hours~~ **ten (10) days** in a fiscal year.