



**EMPLOYER PROPOSALS
FOR THE
BORDER SERVICES (FB) GROUP**

**NEGOTIATIONS FOR THE RENEWAL
OF THE COLLECTIVE AGREEMENT
EXPIRING ON JUNE 20, 2014**

Negotiator: Ted Leindecker

INTRODUCTION

The Employer's objectives for this round of bargaining are to advance the government's human resources modernization agenda by implementing a new disability and sick leave management system, by providing salary increases which respect the government's fiscal restraint, by improving operational efficiencies and by setting the duration of the collective agreement in order to provide financial predictability.

Such an approach is fair for taxpayers and public servants, and will contribute to a healthier, more productive workforce.

Without prejudice, attached are the Employer proposals for the negotiation of a single collective agreement covering employees who are members of the Border Services bargaining unit.

The Employer reserves the right to present other proposals in negotiations as well as counter-proposals with respect to union demands.

Also, the Employer proposes that articles of the agreement which are not ultimately dealt with as proposals by the parties shall be renewed with appropriate editorial modification to ensure compatibility with other articles as finally agreed.

Proposed changes are highlighted in **bold** font. Where deletions are proposed, the words have a strikethrough “—”.

GENERAL

The Employer proposes to:

1. simplify, consolidate and standardize where appropriate;
2. review and amend, as necessary, the collective agreement in relation to recent legislative changes, or any other required administrative changes in terminology;
3. discuss Pay Administration issues.

Employer proposal - administrative changes to various references to the word “cash”

Article 2 - Interpretation and Definitions

2.01 For the purpose of this Agreement:

"compensatory leave" (*congé compensateur*)

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

Article 28 – Overtime

28.06 Compensation ~~in Cash~~ **payment** or Leave With Pay

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

Article 32 - Travelling Time

32.07

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

as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position at the end of the twelve (12) month period.

Article 34 - Vacation Leave With Pay

Carry-Over and/or Liquidation of Vacation Leave

34.11

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

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

Appendix C - Workforce Adjustment

Definitions

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~~ **lump sum** 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 ten thousand dollars (\$10,000).

Transition support measure (*mesure de soutien à la transition*)

is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer. The transition support measure is a ~~cash~~ **lump sum** payment based on the employee's years of continuous employment, as per Annex B.

6.3 Options

- a. Transition support measure (TSM) is a ~~cash~~ **lump sum** payment, based on the employee's years of service in the public service (see Annex B), made to an opting employee. Employees choosing this option must resign but will be considered to be laid-off for purposes of severance pay.
or

Article 10 Information

10.01 The Employer agrees to supply the Alliance each quarter with the name, geographic location and classification of each new employee.

10.02 The Employer agrees to supply each employee with a copy of this Agreement. ~~and will endeavour to do so within one (1) month after receipt from the printer.~~ **For the purpose of satisfying the Employer's obligation under this clause, employees may be given electronic access to this Agreement.**

Article 11 Check-Off

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

~~**11.07** The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.~~

ARTICLE 12
USE OF EMPLOYER FACILITIES

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

Article 17

Discipline

17.05 Any document or written statement related to disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period. **This period will automatically be extended by the length of any period of leave without pay.**

Article 25 Hours of work

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

25.05 NEW Workplace change

When an employee is assigned from a permanent workplace to a temporary workplace, for a period of 14 consecutive calendar days or more, the provisions of the National Joint Council travel directive shall apply unless the employee is notified, in writing, seven calendar days in advance of the change in workplace.

Renumber accordingly

...

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 **forty-eight (48) hours** ~~seven (7) days~~² 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.

...

25.21

- (a) An employee who is required to change his or her scheduled shift without receiving at least **forty-eight hours** ~~seven (7) days~~² 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

- (a) Where shifts other than those provided in clause 25.18 are in existence when this Agreement is signed, the Employer, on request, will **inform** ~~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~~ **inform** ~~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.~~

...

Article 28

Overtime

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) **Should there not be sufficient employees obtained in the manner described in paragraph (a) the Employer shall have the right to assign overtime.**
- (c) Except in cases of emergency, call-back or mutual agreement with the employee, the Employer shall, wherever possible, give at least four (4) hours' notice of any requirement for overtime work.

28.04 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 at double (2) time for all overtime hours worked in excess of seven decimal five (7.5) consecutive hours of overtime in any contiguous period.
- b. If an employee is given instructions during the employee's workday to work overtime on that day and reports for work at a time which is not contiguous to the employee's scheduled hours of work, the employee shall be paid a minimum of two (2) hours' pay at straight-time rate or for actual overtime worked at the applicable overtime rate, whichever is the greater.
- c. An employee who is called back to work after the employee has completed his or her work for the day and has left his or her place of work, and who returns to work shall be paid the greater of:
 - i. compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each 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. An employee who receives a call to duty or responds to a telephone or data line call while on standby or at any other time outside of his or her scheduled hours of work, may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:**
 - (i) compensation at the applicable overtime rate for any time worked,**
 - or**
 - (ii) compensation equivalent to one (1) hour's pay at the straight-time rate, which shall apply only the first time an employee performs work during an eight (8) hour period, starting when the employee first commences the work.**
- e. 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 or 60.06.

28.08 Transportation Expenses

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

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. Canada Day;
- f. Labour Day;
- g. the day fixed by proclamation of the Governor in Council as a general day of thanksgiving;
- h. Remembrance Day;
- i. Christmas Day;
- j. Boxing Day;
- k. one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first (1st) Monday in August;
- l. one additional day when proclaimed by an Act of Parliament as a national holiday.

30.02 An employee absent without pay on both his or her full working day immediately preceding and his or her full working day immediately following a designated holiday is not entitled to pay for the holiday except in the case of an employee who is granted leave without pay under the provisions of Article 14, Leave With or Without Pay for Alliance Business.

~~30.03 Designated Holiday Coinciding With a Day of Paid Leave~~

~~Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.~~

Renumber

Article 32

Travelling Time

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

- a) on a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day;

- b) on a normal working day on which the employee travels and works, the employee shall be paid:
 - i) his regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours;
 - and
 - ii) at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straight-time rate of pay;

- c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled, to a maximum of twelve (12) hours' pay at the straight-time rate of pay.

- (d) For the purpose of paragraphs 32.06 (b) and (c), should a period of work and travel continue into the next day, the employee's total travel period will be deemed to have taken place on the day it started.**

Article 34

Vacation Leave With Pay

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

34.08 Advance Payments

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

Carry-Over and/or Liquidation of Vacation Leave

34.11

- a. Where, in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave, to a maximum of two hundred and ~~twenty-five~~ ~~sixty-two decimal five (225262.5)~~ hours of credits, shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and ~~twenty-five~~ ~~sixty-two decimal five (225262.5)~~ hours shall be automatically paid ~~in cash~~ at his or her ~~daily~~ rate of pay, as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.
- b. Notwithstanding paragraph (a), if, on March 31, 1999, or on the date an employee becomes subject to this Agreement after March 31, 1999, an employee has more than two hundred and ~~twenty-five~~ ~~sixty-two decimal five (225262.5)~~ hours of unused vacation leave credits, a minimum of seventy-five (75) hours per year shall be granted or paid ~~in cash~~ by March 31 of each year, commencing on March 31, 2000, until all vacation leave credits in excess of two hundred and ~~twenty-five~~ ~~sixty-two decimal five (225262.5)~~ hours have been liquidated. Payment shall be in one instalment per year and shall be at the employee's ~~daily~~ rate of pay, as calculated from the classification prescribed in his or

her certificate of appointment of his or her substantive position on March 31 of the applicable previous vacation year.

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

Article 35 Sick Leave With Pay

As a result of the Government's announcement to implement a Short-term Disability Plan, the Employer wishes to discuss the consequential changes to the sick leave provisions, a
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transition approach for sick leave banks, as well as, any other required changes to other provisions in the collective agreement.

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.

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41.02 Subject to operational requirements, an An employee **may 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 **twelve (12)** ~~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 41.02(b) and (d) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.
 - ii. Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.
 - iii. When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.
 - iv. When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, paragraphs (i) and (ii) above cease to apply.

Article 47 Court Leave

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

- (a) to be available for jury selection;

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

Article 54

Statement of duties

54.01 Upon **appointment** ~~written request~~, an employee shall be provided with a complete ~~and current~~ statement of the duties and responsibilities of his or her **substantive** position, including the classification level and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization.

ARTICLE 58

WASH-UP TIME

58.01—Where the Employer determines that, due to the nature of work, there is a clear-cut need, wash-up time up to a maximum of ten (10) minutes will be permitted before the end of the working day.

Article 61

Severance pay

The Employer wishes to discuss the required housekeeping due to the deletion of voluntary severance.

Article 62
Pay Administration

The Employer wishes to discuss retroactivity

62.01 Except as provided in this Article, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

62.02 An employee is entitled to be paid for services rendered at:

- a. the pay specified in Appendix A 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 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.

62.03

- a. The rates of pay set forth in Appendix A shall become effective on the dates specified.
- 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 *Public Service Terms and Conditions of Employment Regulations* 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.

62.04 Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first and the resulting rate shall be revised in accordance with the pay revision.

~~**62.08** When the regular payday for an employee falls on his or her day of rest, every effort shall be made to issue his or her cheque on his or her last working day, provided it is available at his or her regular place of work.~~

Article 64

Duration

The Employer reserves the right to present proposals regarding the date on which the provisions and the appendices of the new agreement become effective, as well as the implementation of the retroactive period of the agreement, where applicable.

64.01 This Agreement shall expire on June 20, 2018~~4~~.

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

Language moved from Appendix D to clause 64.03

64.03 The provisions of this Collective Agreement shall be implemented by the parties within a period of one hundred and fifty (150) days from the date of signing.

APPENDIX A

**FB - BORDER SERVICES GROUP
ANNUAL RATES OF PAY**

On June 20, 2014: Increase all rates of pay by 0.5%

On June 20, 2015: Increase all rates of pay by 0.5%

On June 20, 2016: Increase all rates of pay by 0.5%

On June 20, 2017: Increase all rates of pay by 0.5%

The Employer also wishes to discuss the pay notes.

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****1. Consultation process**

The intent of this appendix is to provide the parties with a process to facilitate reaching agreements ~~at the for local level or national~~, **VSSA schedules** within prescribed timeframes.

2. VSSA discussions**2.1 Local or National consultation consultations, as appropriate, pursuant to paragraph 25.24(a) of the agreement** will take place within five (5) days of notice served by either party to reopen an existing variable shift schedule agreement or negotiate a new variable shift schedule arrangement.

Prior to this meeting, the Employer will provide to the Union ~~the following information in respect of its operational requirements:~~(a) the number of scheduled employees required for each hour.

and

~~(b) the rationale for scheduling~~

For greater clarity, reference to national consultation is intended for national VSSAs.

2.2 The number of employees identified in paragraph 2.1 does not represent the minimum presence required on any shift.**2.3** Discussions at the local **or national** level shall be concluded within five (5) weeks from the time of the first meeting identified in paragraph 2.1 above.

- 2.4 Should the parties come to an agreement on a proposed VSSA schedule ~~at the local level, the parties the union will jointly shall~~ submit the schedule for ratification by the employees.
- 2.5 Should the discussions at the local level not result in an agreement on a proposed VSSA schedule, the parties will immediately refer the outstanding issues to representatives from the Union and regional representatives from the Employer for further consultation.
- 2.6 Representatives identified under 2.5 above shall conclude their consultation within a maximum of three (3) weeks from the date the outstanding issues have been referred to their attention by the local committee.
- 2.7 Joint recommendations of the representatives identified under 2.5 above on the outstanding issues, or a proposed VSSA schedule shall be sent back to the local level for consideration for a maximum of one (1) week period.
- 2.8 Should the parties come to an agreement on a proposed VSSA schedule ~~at the local level, the parties the union will jointly shall~~ submit the schedule for ratification by the employees. Otherwise, ~~the parties the union will jointly~~ submit the last Employer VSSA proposal to a vote.
- 2.9 Unless otherwise mutually agreed upon, the ratification vote identified in paragraphs 2.4 or 2.8 and provision of the results to the Employer shall be completed within two (2) weeks.
- 2.10 Where proposed VSSA is rejected, by mutual agreement, the current VSSA may be extended. Should either party not elect to extend the current VSSA, shift schedule consistent with clause 25.13 will take effect. For employees not already covered by an existing VSSA, the current scheduling arrangement will remain in force.
- 2.11 In the event that the proposed VSSA is accepted by a ratification vote, the new schedule will be posted in accordance with clause 25.16 of the agreement.
- 2.12 Except as provided in paragraph 2.10 above, ~~both parties~~ **the Employer** may terminate a VSSA by sending ~~the other~~ a thirty (30) day notice of termination of the existing VSSA unless discussions are on-going pursuant to this appendix.

Appendix C

Workforce Adjustment

The Employer wishes to discuss

Move language found in Appendix to article 64 and delete the 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.~~

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

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

The Employer wishes to discuss

****Appendix I**

Memorandum of Understanding Salary Protection - Red Circling

The Employer wishes to discuss

