



# **TREASURY BOARD NEGOTIATIONS 2014**

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## **Border Services (FB)**

**July 2014**



**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.

**NEW**  
**EARLY RETIREMENT FOR FB WORKERS**

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

## ARTICLE 2 INTERPRETATION AND DEFINITIONS

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**Amend as follows:**

**“family”** (*famille*) except where otherwise specified in this Agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother (**including step-brother**), sister, (**including step-sister**), spouse (including common-law partner resident with the employee), child (including child of common-law partner), stepchild or ward of the employee, grandchild, father-in-law, mother-in-law, **son-in-law, daughter-in-law, brother-in-law or sister-in-law**, the employee’s-grandparents, **any person over whom the employee holds power of attorney**, and relative permanently residing in the employee’s household or with whom the employee permanently resides.

**“Service”** (*service*) means:

- (a) All service within the public service, whether continuous or discontinuous, except where a person who, on leaving the public service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the public service within one year following the date of lay-off.
- (b) Notwithstanding paragraph (a) above, an employee who was a member of one of the bargaining units listed below on the date of signing of the relevant collective agreement or an employee who became a member of those bargaining units between the date of signing of the relevant collective agreement and May 31, 1990 shall retain, for the purposes of “service” and of establishing his or her vacation entitlement pursuant to this clause, those periods of former service which had previously qualified for counting as continuous employment, until such time as his or her employment in the public service is terminated.

Bargaining Units	Dates of Signing
AS, IS, PM	May 17, 1989
CM, CR, DA, OE, ST	May 19, 1989
WP	November 24, 1989

**The Union reserves the right to modify this proposal pending discussion with the Employer concerning student time.**

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## **ARTICLE 10 INFORMATION**

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- 10.01** The Employer agrees to supply the Alliance and Branch President each quarter with ~~the name, geographic location and classification of each new employee.~~ **a list of all employees in the bargaining unit. The list referred to herein shall include the name, work location and classification of the employee and shall be provided within one month following the termination of each quarter. As soon as practicable, the Corporation agrees to add to the above list the date of appointment for new employees.**
- 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

## ARTICLE 12 USE OF EMPLOYER FACILITIES

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- 12.01** Reasonable space on bulletin boards, in convenient locations, including electronic bulletin boards where available, will be made available to the Alliance for the posting of official Alliance notices. ~~The Alliance shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer except in the case of notices related to the business affairs of the Alliance, including posting of the names of Alliance representatives, and social and recreational events. Such approval shall not be unreasonably withheld.~~
- 12.02** The Employer will ~~also continue its present practice of making~~ **make** available to the Alliance specific locations on its premises and, where it is practical to do so on vessels, for the placement of reasonable quantities of literature of the Alliance.
- 12.03** **The Employer shall not interfere with an employee's right to read, discuss and distribute Alliance information on non-work time in the workplace.**
- 12.04** **Any duly accredited representative of the Alliance shall have access to the Employer's premises for the purpose of resolving a complaint or a grievance, attending a meeting with management, and/or meetings with Alliance-represented employees.**
- 12.05** The Alliance shall provide the Employer with a list of such Alliance representatives and shall advise promptly of any change made to the list.

## ARTICLE 13 EMPLOYEE REPRESENTATIVES

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- 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 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

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## **LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS**

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**Change the title to delete the words “With or Without pay”**

**Change all leave without pay in this article to leave with pay.**

**14.04** ~~When operational requirements permit,~~ The Employer will grant leave with pay to a reasonable number of employees representing the Alliance before an Arbitration Board, Public Interest Commission, **Public Service Staffing Tribunal, the Public Service Commission** or in an Alternate Dispute Resolution Process.

### **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.~~

### **Contract Negotiation Meetings**

**14.09** ~~When operational requirements permit, the Employer will grant leave without pay to an employee for the purpose of attending contract negotiation meetings on behalf of the Alliance, and to assist in holding information and voting sessions for the ratification of any tentative agreement for the renewal of the collective agreement.~~

**NEW**

**Leave without Pay for Election to an Alliance Office**

**14.14** The Employer will grant leave without pay to an employee who is elected as a full-time official of the Alliance within one (1) month after notice is given to the Employer of such election. The duration of such leave shall be for the period the employee holds such office. Time spent on such leave shall be counted for pay increment purposes.

**NEW**

**14.15**

- (i) The Employer will grant leave with pay to an employee, or a reasonable number of employees, to participate in:
  - (a) a union training or education program,
  - (b) Union-management consultation or Informal Conflict Management Systems (ICMS) processes
  - (c) Joint education programs

**NEW**

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

**NEW**

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

**14.xx 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.**

**The Union wishes to discuss the application of article 14 with regards to members acting as Local Representatives for the Fonds de Solidarité-FTQ.**

## ARTICLE 17 DISCIPLINE

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### 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 just, reasonable and sufficient cause and 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~~

- a) When an employee is suspended from duty or terminated in accordance with paragraph 12(1)(c) of the *Financial Administration Act*, the Employer ~~undertakes to~~ **shall** notify the employee in writing of the reason for such suspension or termination. The Employer shall ~~endeavour to~~ give such notification **beforehand or** at the time of suspension or termination.
- b) **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. **The supervisor must remind the employee of her right to have a representative of the Alliance accompany him or her.** ~~Where practicable, The employee and his/her Alliance representative~~ shall receive a minimum of ~~one (1)~~ **two (2)** day's 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.**

**NEW**

**17.08 No employee shall suffer any loss in wages or benefits afforded under this Agreement while on investigatory or administrative suspension.**

**NEW**

**17.09 There shall be no discipline or threat of discipline for exercising, in good faith, any rights under part 2 of the Canada Labour Code. For the purposes of this article, a ministerial declaration alone does not constitute proof of bad faith.**

**Legal Indemnification**

The Union reserves the right to make proposals with respect to legal indemnification pending discussion with the Employer concerning the Treasury Board policy on Legal Assistance and Indemnification.

**ARTICLE 18**  
**GRIEVANCE PROCEDURE**

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The Union reserves the right to make proposals with respect to Article 18 pending discussion with respect to recent legislative changes.

## **ARTICLE 19 NO DISRIMINATION**

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

## **ARTICLE 20**

### **SEXUAL HARASSMENT AND ABUSE OF AUTHORITY**

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**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.

**NEW**

**20.02 Definitions:**

- a) **Harassment and bullying is defined as: any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affect an employee's dignity or psychological or physical integrity, and that results in a harmful work environment for the employee. A single serious incident of such behaviour that has a lasting harmful effect on an employee may also constitute harassment.**
  
- b) **Abuse of authority occurs when an individual uses the power and authority inherent in his/her position to endanger an employee's job, undermines the employee's ability to perform that job, threatens the economic livelihood of that employee or in any way interferes with or influence the career of the employee. It may include intimidation, threats, blackmail or coercion.**

~~20.02-20.03~~

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

~~20.03-20.04~~

By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with sexual harassment. The selection of the mediator will be by mutual agreement.

~~20.04 20.05~~



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

**The Union reserves the right to propose language concerning workplace surveillance pending discussion with the Employer.**

## **ARTICLE 22 HEALTH AND SAFETY**

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The Union reserves the right to present proposals concerning this Article pending discussion with the Employer with respect to CLC OHS requirements, Health and Safety Committees and CBSA's 'double-up' policy.

**ARTICLE 24**  
**TECHNOLOGICAL CHANGE**

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The Union reserves the right to present proposals with respect to this Article pending the Employer's providing of information concerning the introduction of ABC machines.

**ARTICLES 25 and 26**  
**HOURS OF WORK, SHIFT PRINCIPLE & APPENDIX B**

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The Union shall be presenting proposals concerning these Articles and Appendix B, and potentially Article 47 Court Leave, pending discussion with the Employer and once the Union's information request has been fulfilled by the Employer.

**NEW**  
**PAID MEAL PERIOD**

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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

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**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**

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### **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.**
- (c) 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 (1<sup>st</sup>)~~ day of rest is entitled to compensation at ~~time and one-half (1 1/2) for the first (1<sup>st</sup>)~~



~~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 (2<sup>nd</sup>) 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 in Cash or Leave With Pay**

~~a) — Overtime shall be compensated in cash, except that, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay.~~

~~b) — The Employer shall endeavour to pay cash overtime compensation by the sixth (6<sup>th</sup>) week after which the employee submits the request for payment.~~

~~e) — 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, **on December 31<sup>st</sup> of the next 12 month period.** 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.~~

## 28.07 Meals

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed his or her expenses for one meal in the amount of ~~ten dollars (\$10)~~ **RESERVE** except where free meals are provided.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in paragraph (a), the employee shall be reimbursed for one additional meal in the amount of ~~ten dollars (\$10)~~ **RESERVE** 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.

## 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(e)~~ **(b)** 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 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

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**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 Sunday;**
- (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~~ **two (2)** 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 days is~~ **are** recognized as a provincial or civic holiday, **the third Monday in February and the first (1<sup>st</sup>) Monday in August;**
- (l) **any** 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) 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 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;

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.

**The Union reserves the right to make additional proposals concerning this Article pending discussion with the Employer with respect to the how employees are assigned to work Designated Paid Holidays.**

## **ARTICLE 32 TRAVELLING TIME**

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### **32.8 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**

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**Amend as follows:**

**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.

**33.xx** An employee may, at his or her discretion, transfer their own vacation, family related or compensatory leave credits to another employee.

**ARTICLE 34**  
**VACATION LEAVE WITH PAY**

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**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:

<b>Conversion Examples</b>	
<b>3 weeks</b>	<b>9.375 hours</b>
<b>4 weeks</b>	<b>12.5 hours</b>
<b>5 weeks</b>	<b>15.625 hours</b>
<b>6 weeks</b>	<b>18.75 hours</b>

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

**34.03**

(a) (i) For the purpose of clause 34.02 only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave ~~except where a person who, on leaving the public service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the public service within one year following the date of lay-off. For greater certainty, severance termination benefits taken under clauses 61.04 to 61.07, or similar provisions in other collective agreements, do not reduce the calculation of service for employees who have not left the public service.~~

(ii) For the purpose of clause 34.03 (a) (i) only, ~~effective on April 1, 2012 on a go forward basis,~~ any former service in the Canadian Forces for a continuous period of six months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits.

(b) Notwithstanding paragraph (a) above, an employee who was a member of one of the bargaining units listed below on the date of signing of the relevant collective agreement or an employee who became a member of those bargaining units between the date of signing of the relevant collective agreement and May 31, 1990 shall retain, for the purposes of “service” and of establishing his or her vacation entitlement pursuant to this clause, those periods of former service which had previously qualified for counting as continuous employment, until such time as his or her employment in the public service is terminated.

<b>Bargaining Units</b>	<b>Dates of Signing</b>
AS, IS, PM	May 17, 1989
CM, CR, DA, OE, ST	May 19, 1989
WP	November 24, 1989

**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)~~ **four hundred (400)** 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)~~ **four hundred (400)** 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, ~~two hundred and sixty two decimal five (262.5)~~ **four hundred (400)** hours of *unused* vacation leave credits, a minimum of seventy-five (75) 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)~~ **four hundred (400)** hours have been liquidated. Payment shall be in one installment 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~~ **shall** 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.

**The Union reserves the right to make additional proposals with respect to this Article pending clarification from the Employer with respect to student time.**

## ARTICLE 37 INJURY-ON-DUTY LEAVE

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**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 39**

### **MATERNITY-RELATED REASSIGNMENT OR LEAVE**

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**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 (24<sup>th</sup>) 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**

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**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 (37) consecutive weeks in the fifty-two (52) 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 (37) consecutive weeks in the fifty-two week (52) 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~~**three** periods.
  
- (...)

## **ARTICLE 41**

### **LEAVE WITHOUT PAY FOR THE CARE OF FAMILY**

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- 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)~~ **one (1)** weeks.
  - (c) the total leave granted under this Article shall not exceed five (5) years during an employee's total period of employment in the public service;
  - (d) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.
  - (e) **Compassionate Care Leave**
    - (i) Notwithstanding the definition of "family" found in clause 2.01 and notwithstanding paragraphs 45.02(b) and (d) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.
    - (ii) Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.
    - (iii) When notified, an employee who was awaiting benefits must provide the Employer with proof that the

request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.

- (iv) When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, subparagraphs (i) and (ii) above cease to apply.
- (v) **for each week the employee receives a Compassionate Care benefit under the *Employment Insurance Plan*, he or she shall receive the difference between ninety-three per cent (93%) of his or her weekly rate and the Compassionate Care benefit.**

**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.

## **ARTICLE 42 VOLUNTEER LEAVE**

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The Union reserves the right to table proposals concerning Article 42 pending discussion with the Employer with respect to its current practices.



## ARTICLE 43 LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

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~~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), parents (including stepparents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.

~~43.02~~ **43.01** The total leave with pay which may be granted under this Article shall not exceed ~~thirty-seven decimal five (37.5) hours~~ **10 (ten) days** in a fiscal year. **Days not used by the end of the calendar year shall be carried over into the following year.**

~~43.03~~ **43.02** Subject to clause 43.02 **1**, 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) 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:~~
  - e) to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
  - f) to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
  - g) to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other

professional representative, if the supervisor was notified of the appointment as far in advance as possible.

**43.04** ~~43.04~~ **43.03** 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-~~02~~(b) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

## **ARTICLE 46**

### **BEREAVEMENT LEAVE WITH PAY**

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- 46.01** When a member of the employee's family dies, an employee shall be entitled to a bereavement period of seven (7) consecutive calendar days. Such bereavement period, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period, the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- 46.02** An employee is entitled to one (1) day's bereavement leave with pay for a purpose related to the death of his or her ~~son-in-law,~~ ~~daughter-in-law,~~ ~~brother-in-law~~ or ~~sister-in-law.~~ **aunt, uncle, niece, nephew, cousin, or co-worker.**
- 46.03** If, during a period of ~~sick leave, vacation leave or paid~~ ~~compensatory~~ leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 46.01 and 46.02, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- 46.04** It is recognized by the parties that circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 46.01 and 46.02.

**ARTICLES 49 & 50**  
**EDUCATION LEAVE WITHOUT PAY/CAREER**  
**DEVELOPMENT LEAVE**

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The Union reserves the right to make proposals concerning these articles pending discussion with the Employer with respect to its current practices.

**ARTICLE 52**  
**LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS**

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## **52.02 Personal Leave**

Subject to operational requirements ~~as determined by the Employer~~ and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, ~~a single period of up to seven-decimal five (7.5) hours~~ **two (2) days** of leave with pay for reasons of a personal nature.

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.

### **New:**

#### **52.xx Leave Without Pay for Military Service**

**Employees required to take leave without pay for military service shall not suffer any break in continuous service for such leave.**

#### **52.xx Leave with income averaging**

Reserve pending discussion with Employer concerning its policy.

#### **52.xx Self-funded leave**

Reserve pending discussion with Employer concerning its policy.

#### **52.xx Pre-retirement transition leave**

Reserve pending discussion with Employer concerning its policy.

**ARTICLE 53**  
**RESTRICTION ON OUTSIDE EMPLOYMENT**

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The Union reserves the right to make proposals concerning this article pending discussion with the Employer with respect its application.

## **ARTICLE 56 EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

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### **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 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.**

**56.08 Management shall provide the employee with the training necessary to complete their written performance objectives or any other need identified in the annual performance evaluation. All hours on training shall be deemed hours worked. All cost associated with training will be borne by the employer.**

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

#### **Employee Files**

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

#### **NEW**

**56.11 An employee shall have the right to authorize a named representative of the Union to examine his or her official employee file in his or her absence. Any such representative shall provide the express written authorization of the**



**employee to the appropriate official of the Department of Human Resources. A separate authorization shall be provided for each such request.**

**ARTICLE 58**  
**WASH UP TIME**

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The Union reserves the right to make proposals concerning this article pending discussion with the Employer.

**ARTICLE 60**  
**PART-TIME EMPLOYEES**

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## **Specific Application of This Agreement**

### **60.05 Reporting Pay**

~~Subject to clause 60.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest in accordance with subparagraph 28.05(c)(i) or is entitled to receive a minimum payment rather than pay for actual time worked during a period of standby in accordance with subparagraphs 28.04(c)(i) or 28.05(c)(i), the part-time employee shall be paid a minimum payment of four (4) hours' pay at the straight-time rate of pay.~~

### **60.06 Call-Back**

~~When a part-time employee meets the requirements to receive call-back pay in accordance with subparagraph 28.04(c)(i) and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum of four (4) hours' pay at the straight-time rate.~~

### **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:

- (a) when the entitlement is nine decimal three seven five (9.375) hours a month, .250 multiplied by the number of hours in the employee's workweek per month;
- (b) when the entitlement is twelve decimal five (12.5) hours a month, .333 multiplied by the number of hours in the employee's workweek per month;
- ~~(c) when the entitlement is thirteen decimal seven five (13.75) hours a month, .367 multiplied by the number of hours in the employee's workweek per month;~~
- ~~(d) when the entitlement is fourteen decimal four (14.4) hours a month, .383 multiplied by the number of hours in the employee's workweek per month;~~
- (c) when the entitlement is fifteen decimal six two five (15.625) hours a month, .417 multiplied by the number of hours in the employee's workweek per month;

~~(f) — when the entitlement is sixteen decimal eight seven five (16.875) hours a month, .450 multiplied by the number of hours in the employee's workweek per month;~~

**(d)** when the entitlement is eighteen decimal seven five (18.75) hours a month, .500 multiplied by the number of hours in the employee's workweek per month.

**60.xx**

**a) Straight-time hours of work beyond those scheduled for full-time employees shall be offered in order of service to qualified part-time employees.**

**b) No employee on strength as of \_\_\_ (signing of collective agreement) shall be scheduled fewer hours than those contained in their letter of appointment as a result of a) above.**

## ARTICLE 62 PAY ADMINISTRATION

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### 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.

**Pending the Employer's fulfilling the Union's information request, the Union intends to table language providing acting employees the ability to move up the increment scale for their acting positions based on cumulative employment at a particular group and level.**

## **APPENDIX A RATES OF PAY AND PAY NOTES**

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

## **APPENDIX C WORKFORCE ADJUSTMENT**

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The Union will be making proposals with respect to the Workforce Adjustment Appendix in a number of areas, including (but not limited to) increased job and income security for employees and recognition of employees' years of service. The Union intends to table these proposals pending discussion with the Employer and pending the Employer's fulfilling of the Union's information request.

## ***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**

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

The provisions of this Collective Agreement shall be implemented by the parties within a period of ~~one hundred and fifty (150)~~ **ninety five (95)** days from the date of signing.



**APPENDIX E  
JOINT LEARNING PROGRAM**

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**RESERVE**

**APPENDIX F – G – G1  
ARMING - CDT**

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The Union will be making proposals concerning this Article pending discussion with the Employer, and pending the Employer's fulfilling of the Union's information request.

## **ALLOWANCES**

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In addition to the proposals below, the PSAC will, as part of its proposals regarding compensation, propose improvements to a variety of current allowances and introduce proposals for new allowances covering specific situations.

These may include, but not be limited to:

- Fitness allowance
- Shooting range membership / practice on work time
- Uniformed officer allowance
- Non uniformed officer allowance
- International escort allowance
- Remote location allowance
- Under gear (Uniform allowance)
- Parking
- Public Transit

### **Plain Clothes**

**xx.01 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.**

**xx.02 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**

**xx.03 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.**

### **Dog Handler**

**xx.04 When an employee is required to handle a trained dog the employee shall be paid seven dollars (\$7.00) for each period in which the employee**

**handles the dog for a minimum of one (1) hour within the first four (4) hours immediately after the commencement of the shift. The same amount shall be paid under the same conditions for any succeeding period of four (4) hours.**

**xx.05 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.**

## **NEW LONG SERVICE PAY**

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**X.01** An employee who receives pay for at least seventy-five (75) hours for each of twelve (12) consecutive calendar months for which the employee is eligible to receive long service pay, beginning October 1 of each year, is entitled to be paid, in a lump sum, an amount related to the employee's period of service in the Public Service set out in the following table:

<b>Period of Service in the Public Service</b>	<b>Annual Amount</b>
<b>5 to 9 years</b>	<b>\$740</b>
<b>10 to 14 years</b>	<b>850</b>
<b>15 to 19 years</b>	<b>980</b>
<b>20 to 24 years</b>	<b>1110</b>
<b>25 to 29 years</b>	<b>1240</b>
<b>30 years or more</b>	<b>1370</b>

**X.02** An employee who does not receive at least seventy-five (75) hours' pay for each of twelve (12) consecutive calendar months for which the employee is eligible to receive long service pay, beginning October 1 of each year, is entitled to one-twelfth (1/12) of the relevant amount as set out in clause X.01 for each month for which he/she receives at least seventy-five (75) hours' pay.

**X.03** Where an employee does not complete the employee's specified period of service in the Public Service upon the first (1st) day of a calendar month, the employee shall, for the purpose of clause X.01, be deemed to have completed the specified period of employment:

- (a)** on the first (1st) day of the current month if the employee completes the specified period of employment during the first fifteen (15) days of the month,  
  
and
- (b)** on the first (1st) day of the subsequent month in any other case.

**NEW ARTICLE  
NO CONTRACTING OUT**

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**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.

**NEW**  
**ALTERNATIVE WORK ARRANGEMENTS**

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**Proposed language:**

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

**NEW**  
**WHISTLEBLOWING**

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**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 ARTICLE MEDICAL APPOINTMENTS**

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### **Medical or Dental Appointments**

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

### **Medical Certificate**

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

## **NEW ARTICLE CHILD CARE**

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

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

## **NEW ARTICLE UNIFORMS**

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**The Union reserves the right to table a demand with respect to the ethical procurement of uniforms and clothing provided by the Employer to employees, pending discussion with the Employer concerning its current policies.**

**NEW ARTICLE  
STUDENT EMPLOYMENT**

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**The Union reserves the right to make proposals concerning student employment pending discussion with the Employer about its current practices, and pending the Employer's fulfilling of the Union's information request.**

## DAY IS A DAY

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Proposed language:

### ARTICLE 25 HOURS OF WORK

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#### 25.27 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

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#### 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

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### 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 42 VOLUNTEER LEAVE

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

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

## ARTICLE 43 LEAVE WITH PAY FOR FAMILY - RELATED RESPONSIBILITIES

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**43.0201** 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.

**ARTICLE 52**  
**LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS**

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**52.02 Personal Leave**

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, ~~a single period of up to seven decimal five (7.5) hours~~ **two (2) days** of leave with pay for reasons of a personal nature.

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.

## **NEW SOCIAL JUSTICE FUND**

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**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.**