



Public Service Alliance of Canada
Alliance de la Fonction publique du Canada

TENTATIVE AGREEMENT

PUBLIC SERVICE ALLIANCE OF CANADA (PSAC)

TECHNICAL SERVICES BARGAINING UNIT (TC)

COMPRISING EMPLOYEES IN THE FOLLOWING CLASSIFICATIONS:

Drafting and Illustration	(DD)
Engineering and Scientific Support	(EG)
General Technical	(GT)
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Primary Products Inspection	(PI)
Technical Inspection	(TI)



File: 2121-TC-3

February 20, 2017

TO: MEMBERS OF THE PSAC TECHNICAL SERVICES BARGAINING UNIT (TC)
RE: TENTATIVE AGREEMENT

On January 21, 2017, after two-and-a-half years of negotiations, our TC bargaining team finally reached a tentative agreement with Treasury Board. Our bargaining team - unanimously recommends ratification of this tentative agreement.

If ratified, the settlement will improve our members' working conditions in several ways. These improvements are the product of the hard work and dedication of both our team and the membership over the course of this round of bargaining. The duration of this new agreement is June 21, 2014 to June 21, 2018.

HIGHLIGHTS OF OUR TENTATIVE AGREEMENT

Economic Increases

The tentative agreement contains significant improvements to monetary compensation for members. This includes economic increases and wage adjustments for all members, and allowances paid to specific occupations, including Fishery Officers, Enforcement and Wildlife Officers, Labour Affairs Officers, and TIs at Measurement Canada. Further details are provided below.

The total compensation for all TC group members amounts to a minimum increase of five-and-a-half percent over the four years of the collective agreement, plus a \$650 signing bonus for TC members who are not in receipt of a salary adjustment (see details below) and who are employed in the TC bargaining unit at the time of signing of the new agreement.

- Effective June 21, 2014: 1.25%
- Effective June 21, 2015: 1.25%
- Effective June 21, 2016: salary adjustment of 0.5% applicable to all rates of pay
- Effective June 21, 2016: 1.25%
- Effective June 21, 2017: 1.25%
- \$650 Signing bonus

Sick Leave

- The sick leave provisions (Article 39) of our collective agreement will remain unchanged.
- The parties have negotiated a memorandum of agreement to establish a task force to develop recommendations on measures to improve employee wellness and reintegration into the workplace of employees who have been on sick leave.
- Any future enhancements to the sick leave regime would need to be negotiated and agreed to by both parties. PSAC's four principles are included in the MOA: sick leave provisions will be contained in the collective agreement, will provide for wage replacement, will protect and grandparent sick leave banks, and will not be administered by a third-party provider. Any enhanced sick leave regime shall contain, at minimum, these four principles.

Workforce Adjustment Appendix

- What we achieved represents the most significant improvements in workforce adjustment since it was first signed as an appendix into PSAC collective agreements in 1998.
- Changes will reduce involuntary layoffs by allowing volunteers to come forward to leave the public service during times of workforce adjustment.
- Employees will now have up to fifteen months to find an alternation match.
- More union involvement, ensuring employees have the right to union representation during the process.
- Limits to contracting out.
- Improvements to the monetary provisions, including the education allowance, the counselling allowance, and the transition support measure.

The following is a detailed summary of the tentative agreement reached on January 21, 2017, organized by:

- 1. Pay and allowances,**
- 2. Hours of work and travel,**
- 3. Work/life balance,**
- 4. Employment protection, and**
- 5. Workplace rights.**

1. PAY AND ALLOWANCES

APPENDIX A

TC rates of pay will be increased by:

- 1.25% - Effective June 21, 2014
- 1.25% - Effective June 21, 2015

- Salary adjustment of 0.5% applicable to all rates of pay effective June 21, 2016
- 1.25% - Effective June 21, 2016
- 1.25% - Effective June 21, 2017, and
- \$650 Signing bonus - payable to members who are not in receipt of a specific salary adjustment measure and who are employed in a PSAC-TC represented position on the date of signing the collective agreement. Members who will receive adjustments below with an asterisk (*) after the title are not eligible for the signing bonus.

APPENDIX A – PRIMARY PRODUCTS INSPECTION (PI)*

Effective June 22, 2016, an additional increment of 4% will be added to the maximum rate of pay of PI levels. PI-CGC-07 rates of pay will also be included in the new collective agreement.

APPENDIX A1 – TECHNICAL INSPECTION (TI) GROUP ANNUAL RATES OF PAY*

On June 22, 2016 all terminable allowances from Appendix P will be rolled into salary. Further, on that date, an additional 4% increment will be added to the top of Aviation, Marine, and Rail rates of pay.

APPENDIX K – DIVING DUTY & TRANSFER AT SEA ALLOWANCES

Both the Diving Duty and Transfer at Sea allowances are now applicable to all employees who perform these duties, and the rates have been increased to:

- K-1: Diving Allowance increased to \$25
- K-4: Transfer at Sea Allowance increased to \$10

APPENDIX P – TECHNICAL INSPECTION (TI) GROUP*

The value of the terminable allowance will be rolled into the wage rates in Appendix A-1, effective June 22, 2016. Following this, Appendix P will be deleted.

APPENDIX V – ENGINEERING AND SCIENTIFIC SUPPORT (EG) GROUP

Effective June 22, 2016, the EG allowance will be rolled into the base rates of pay. Following this, Appendix V will be deleted.

APPENDIX W – EMPLOYEES IN THE ENGINEERING AND SCIENTIFIC SUPPORT (EG) AND GENERAL TECHNICAL (GT) GROUPS WORKING SHORE-BASED POSITIONS AT CANADIAN COAST GUARD (CCG)*

Effective June 22, 2016, the monthly allowance paid under this appendix will be increased by the following amounts:

EG-06	\$111
EG-07	\$142
GT-06	\$90
GT-07	\$135
GT-08	\$135

NEW APPENDIX – SEARCH AND RESCUE COORDINATORS*

A new allowance has also been created for GT-05 Search and Rescue Coordinators working at Joint Rescue Coordination Centre (JRCC) valued at 4% of base salary.

NEW APPENDIX – FISHERY OFFICERS ALLOWANCE*

Effective June 22, 2016, Fishery Officers will receive a new annual allowance of \$3,000 for members at the GT-02, GT-03, GT-04 and GT-05 levels.

NEW APPENDIX – ENFORCEMENT AND WILDLIFE OFFICERS ALLOWANCE*

Effective June 22, 2016, Enforcement and Wildlife Officers at Environment and Climate Change Canada who are fully designated with peace officer powers will receive a new annual allowance of \$3,000, for members GT-02, GT-03, GT-04 and GT-05 levels.

NEW APPENDIX – ALLOWANCE FOR TECHNICAL INSPECTORS (TI) AT MEASUREMENT CANADA*

Effective June 22, 2016, Technical Inspectors at Measurement Canada will receive a new annual allowance of \$3,000, for members at the TI-03, TI-04, TI-05, TI-06, and TI-07 levels.

NEW APPENDIX – LABOUR AFFAIRS OFFICERS ALLOWANCE*

Effective June 22, 2016, Labour Affairs Officers at the TI-05 level will receive a new annual allowance of \$3,000.

NEW APPENDIX – DND FLEET MAINTENANCE ALLOWANCE*

Effective June 22, 2016, employees at the EG-06 level working at Fleet Maintenance Facilities either in Production, Engineering, or FTA, exercising their authorities and responsibilities directly towards ships, will be eligible to receive an annual allowance of \$2,500.

NEW APPENDIX – EG COMPARABILITY AT THE CANADIAN FOOD INSPECTION AGENCY

The parties agree to form a Joint Committee to undertake to examine the comparability of the value of work and compensation of EGs in the Core Public Administration with their comparators at the Canadian Food Inspection Agency.

NEW ARTICLE 60 – CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE

The Penological Factor Allowance (PFA) has been amended to become a new correctional service specific duty allowance, and has been increased to \$2,000 annually for those members who qualify.

Previously employees in maximum security institutions were already receiving \$2,000. However, those in medium institutions were getting \$1,000 and those in minimums were only receiving \$600.

2. HOURS OF WORK AND TRAVEL

ARTICLE 25 – HOURS OF WORK

NEW: Before the Employer changes day workers into shift workers, or changes shift workers into day workers, the Employer, in advance, will consult with the Alliance on such hours of work, and in such consultation, will show that such hours are required to meet the needs of the public and/or efficient operations.

ARTICLE 28 – OVERTIME

28.02: When an employee opts for overtime to be paid by compensatory leave rather than pay in a fiscal year, they have until September 30 of the following fiscal year to use the leave, or it will be cashed out. Previously it was cashed out at the end of 12 months “as determined by the employer” so this new language provides clarity and one standard for TC members across all departments.

28.03: Employees who, during a period of compensatory leave, are granted other forms of paid leave (bereavement leave, leave with pay because of illness in the immediate family, or sick leave) will have the amount of time displaced by the additional leave added to their compensatory leave, which they may use at a later date.

ARTICLE 30 – STANDBY

Minor reformatting of the clause to improve clarity of the language.

ARTICLE 34 – TRAVELLING TIME

34.04: Expansion of travelling time eligible for overtime pay from twelve to fifteen hours.

3. WORK/LIFE BALANCE

ARTICLE 2 – DEFINITION OF FAMILY

Inclusion of step-brother, step-sister, foster child, daughter-in-law and son-in-law into the definition of family, providing members with the ability to access leave benefits for these family members.

ARTICLE 38 – VACATION LEAVE WITH PAY

Members who leave the public service and then return shall have their prior service count for the calculation of vacation accrual.

ARTICLE 39 – SICK LEAVE

The sick leave provisions of our collective agreement will remain unchanged. The parties negotiated a Memorandum of Agreement agreeing to establish a task force to develop recommendations on measures to improve employee wellness and reintegration. Any changes to the regime would need to be negotiated by both parties.

ARTICLE 42 – MATERNITY LEAVE WITHOUT PAY

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

ARTICLE 43 – MATERNITY-RELATED REASSIGNMENT OR LEAVE

43.01: Expansion of reassignment from 26 to 52 weeks.

43.05: Expansion of the period of leave from 24 to 52 weeks after the birth.

ARTICLE 44 – PARENTAL LEAVE WITHOUT PAY

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

ARTICLE 46 – VOLUNTEER LEAVE

Volunteer Leave will be deleted from the collective agreement on April 1st in the year following the signing of the collective agreement, and moved to Article 49, providing members with two days of Personal Leave with Pay.

ARTICLE 47 – LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

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

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

ARTICLE 49 – PERSONAL LEAVE WITH PAY

Personal Leave increased from 7.5 hours to 15 as of April 1st in the year following the signing of the collective agreement. The ability to use personal leave in full days or half days.

ARTICLE 51 – BEREAVEMENT LEAVE WITH PAY

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

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

NEW APPENDIX – CHILDCARE

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

NEW APPENDIX – MENTAL HEALTH

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

4. EMPLOYMENT PROTECTION

APPENDIX T – WORKFORCE ADJUSTMENT

Voluntary program and alternation

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

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

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

- Finally, if the number of volunteers is larger than the required number of positions to be eliminated, **seniority** will be used to determine who is entitled to leave.

Alternation

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

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

The union's role in WFA situations

- In clause 1.1.3, we have achieved agreement that departmental WFA committees are to be **joint union-management committees**.
- In clause 1.1.34, we reinforced the employer's obligation to ensure that employees have the **right to be represented by the union** in the application of the WFAA.
- We achieved several improvements to the **notice provisions** of the WFAA. The current WFAA focused on notice when employees are made affected. The new notice provisions require the union to receive copies of official notices at several other critical stages of the process, including advance notice of layoff.

Improved limits on contracting out in WFAA situations

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

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

Monetary improvements

- The transition support measure will now be calculated on the basis of an employee's **total years of service, both continuous and discontinuous**, across the entire public service.

- The transition support measure can now be **split into two amounts**, payable over two years, which provides for improved tax treatment.
- The education allowance increases from the current \$10,000 to **\$15,000**.
- The education allowance can now be used for any **“relevant”** equipment related to the education course (the old language restricted use to “mandatory” equipment).
- The allowance for financial or career counselling services available to opting employees has been increased from the current \$600 to **\$1,000**.

5. WORKPLACE RIGHTS

ARTICLE 11 – CHECK-OFF

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

ARTICLE 14 – LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

14.09: Operational requirements are no longer a consideration when employees are required to take leave for negotiations.

NEW 14.15: Effective January 1, 2018, when employees are on leave without pay for Union business under 14.02 (representations at the labour board for a certification or intervention); 14.09 (negotiations); 14.10 (preparation for negotiations); 14.12 (Board of Directors meetings, Executive Board meetings or conventions) and 14.13 (training courses for employee representatives), **they will not experience an interruption of pay. The employer will pay them as usual and invoice the Alliance for the salary and benefits.**

NEW APPENDIX – UNION LEAVE

Related to Article 14, the parties have agreed to a memorandum of understanding to establish a joint committee to implement a system of cost recovery for leave for union business.

ARTICLE 17 – DISCIPLINE

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

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

ARTICLE 59 – EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

NEW 59.03: When a report is placed in an employee’s personnel file, that employee will now have the right to access the report, sign it to indicate it has been read, as well as attach a written response.

59.04: Employees may now access their personnel file more than once per year.

ARTICLE 64 – SEVERANCE PAY

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

ARTICLE 68 – DURATION

The new agreement, if ratified by the membership, will expire on June 22, 2018.

APPENDIX H – JOINT LEARNING PROGRAM

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

NEW APPENDIX – MEMORANDUM OF UNDERSTANDING ON OCCUPATIONAL GROUP STRUCTURE REVIEW AND CLASSIFICATION REFORM

Meaningful consultation of the type of work members perform will be conducted in order to provide complete and specific job descriptions to all members. The results of this study will serve as a basis for renegotiation of market appropriate wages. Such review shall be completed by December 30, 2019.

Your Bargaining Team, comprising:

Marc Blanchard	Jean Cloutier
Milton Dyck	Harold Larsen
Sheri B. Parent	Keith Parsons
Patrice Robin	Michael Tennant
Tom Hopkins	

Mathieu Brûlé, PSAC Research Officer
Seth Sazant, PSAC Negotiator

unanimously recommends **acceptance** of this tentative agreement.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bob Jackson', with a large, stylized initial 'B'.

Bob Jackson
Regional Executive Vice-President

- cc. National Board of Directors
Component Presidents
Directors' Team
Linda Cassidy, A/Coordinator, Negotiations Section
Lisa Addario, A/Coordinator, Representation Section
Shelina Merani, Communications, Political Action and Campaigns Section
Essential Services & Exclusions
David-Alexandre Leblanc, Senior Research Officer, Negotiations Section
Seth Sazant, Negotiator, Negotiations Section
Mathieu Brûlé, Research Officer, Negotiations Section
Patricia Harewood, Legal Officer
Margaret Barry, Administrative Assistant to Legal Officer
Regional Coordinators
Micheline Labelle, Supervisor, Membership Administration
Dale Robinson, Strike Mobilization Project Officer
Ratification Kit Binder (Negotiations Section)

ARTICLE 2 INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

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

ARTICLE 11 CHECK-OFF

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

ARTICLE 14 LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

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

- (a) to an employee who represents the Alliance in an application for certification or in an intervention,
and
- (b) to an employee who makes personal representations with respect to a certification.

14.09 ~~When operational requirements permit, the~~ The Employer will grant leave without pay to an employee for the purpose of attending contract negotiation meetings on behalf of the Alliance.

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

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

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

New:

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

ARTICLE 17 DISCIPLINE

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

17.02 When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning him or her or to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Alliance attend the meeting. Where practicable, the employee shall receive a minimum of **two (2) days'** ~~one (1) day's~~ notice of such a meeting.

ARTICLE 25 HOURS OF WORK

25.XX Before the Employer changes day workers into shift workers, or changes shift workers into day workers, the Employer, in advance, will consult with the Alliance on such hours of work, and in such consultation, will show that such hours are required to meet the needs of the public and/or efficient operations.

ARTICLE 28 OVERTIME

28.02

- (d) **Compensatory leave earned in a fiscal year, and outstanding as of September 30th of the next following fiscal year will be paid on September 30th at the employee's rate of pay on March 31st of the previous fiscal year.** ~~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.~~

This agreed language change will apply to the following:

- 29.04 d)
- 30.06 b)
- 31.06 b)
- 32.10 b)
- 34.07 b)
- Appendix B – 2.06 b)

NEW

28.03 Where, in respect of any period of compensatory leave, an employee is granted:

- (a) **bereavement leave with pay,**

or
- (b) **leave with pay because of illness in the immediate family,**

or
- (c) **sick leave 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.

28.11 moved to 29.02

ARTICLE 30 STANDBY

30.02 An employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone number and be available to return for work as quickly as possible if called.

New:

30.03 In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.

ARTICLE 34 TRAVELLING TIME

34.04 If an employee is required to travel as set forth in clauses 34.02 and 34.03:

- (b) on a normal working day on which the employee travels and works, the employee shall be paid:
 - (ii) at the applicable overtime rate for additional travel time in excess of his or her regular scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed **fifteen (15)** ~~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 **fifteen (15)** ~~twelve (12)~~ hours pay at the straight-time rate of pay.

ARTICLE 38 VACATION LEAVE WITH PAY

38.02

- (h) For the purpose of clause 38.02 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 (1) year following the date of lay-off. For greater certainty, severance payments taken under clauses 64.04 to 64.07, or similar provisions in other collective agreements, do not reduce the calculation of service for persons who have not yet left the public service.~~

38.07 Carry-Over and/or Liquidation of Vacation Leave

- (e) 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.

Former clause 38.13

ARTICLE 42 MATERNITY LEAVE WITHOUT PAY

42.02 Maternity Allowance

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

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

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

ARTICLE 43 MATERNITY-RELATED REASSIGNMENT OR LEAVE

43.01 An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the ~~twenty-fourth (24th)~~ **fifty-second (52)** week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child. On being informed of the cessation, the Employer, with the written consent of the employee, shall notify the appropriate workplace committee or the health and safety representative.

43.05 Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than ~~twenty-four (24)~~ **fifty-two (52)** weeks after the birth.

ARTICLE 44 PARENTAL LEAVE WITHOUT PAY

44.02 Parental Allowance

- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period of ~~two (2) weeks~~ before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - (ii) for each week the employee receives parental, adoption or paternity benefit under the *Employment Insurance or the Quebec Parental Insurance Plan*, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period.;
 - (iii) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Quebec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a

period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period-;

- (iv) **where an employee has received the full thirty-five (35) weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week at ninety-three per cent (93%) of his or her weekly rate of pay, less any other monies earned during this period, unless said employee has already received the one (1) week allowance contained in 42.02 (c)(iii) for the same child.**

ARTICLE 46 VOLUNTEER LEAVE

Effective on April 1st of the year following the signing of the collective agreement: Article 46, Volunteer Leave is deleted from the collective agreement.

~~Article 46 - Volunteer Leave~~

~~**46.01** Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours **or (2) periods of up to three decimal seven five (3.75) hours each** of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.~~

~~**46.02** The leave shall be scheduled at times convenient both to 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.~~

ARTICLE 47 LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

47.01 For the purpose of this Article, family is defined as:

- (a) spouse (or common law partner resident with the employee);
- (b) children (including foster children, step-children, children of spouse or common law partner), or children for whom the employee is the legal guardian, **grandchild**;
- (c) parents (including step-parents or foster parents);

- (d) **father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents of the employee;**
- (e) any relative permanently residing in the employee's household or with whom the employee permanently resides;
- (f) **any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.**

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

47.03 Subject to clause 47.02, the Employer shall grant leave with pay under the following circumstances:

- (a) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- (b) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
- (c) to provide for the immediate and temporary care of an elderly member of the employee's family;
- (d) for needs directly related to the birth or to the adoption of the employee's child;
- (e) **to attend school functions, if the supervisor was notified of the functions as far in advance as possible;**
- (f) **to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;**
- (g) **seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in clause 47.02 above may be used to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.**

ARTICLE 49 PERSONAL LEAVE WITH PAY

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

49.01 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, **fifteen (15) hours** of leave with pay for reasons of a personal nature. **This leave can be taken in periods of seven decimal five (7.5) hours or three decimal seven five (3.75) hours each.**

49.02 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.

ARTICLE 51 BEREAVEMENT LEAVE WITH PAY

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

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

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

51.03 If, during a period of ~~paid sick leave, vacation leave or compensatory leave~~, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 50.01 and 51.02, 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.

ARTICLE 59

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

59.01

- (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.

59.02

- (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.

59.03 When a report pertaining to an employee's 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.

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

ARTICLE 60

CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE

ARTICLE 60

~~PENOLOGICAL FACTOR ALLOWANCE~~

General

60.01 ~~A penological factor allowance (PFA) shall be payable to incumbents in some positions in the bargaining unit which are in Correctional Service Canada, and to incumbents of some positions of Public Works and Government Services Canada whose regular place of work is physically located in a Correctional Service Canada penitentiary, subject to the following conditions.~~

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

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

Amount of PFA

60.04

~~Penological Factor Allowance~~

~~Designated Security level of the Penitentiary~~

Maximum	Medium	Minimum
\$2,000	\$1,000	\$600

Application of PFA

60.05 ~~The penological factor allowance shall only be payable to the incumbent of a position on the establishment of, or loaned to, Correctional Staff Colleges, Regional~~

~~Headquarters, and National Headquarters, when the conditions described in clause 60.02 above are applicable.~~

~~**60.06** The applicability of the PFA to a position and the position's level of the PFA entitlement shall be determined by the Employer following consultation with the bargaining agent.~~

~~**60.07** Except as prescribed in clause 60.10 below, an employee shall be entitled to receive the PFA for any month in which he or she receives a minimum of seventy-five (75) hours pay in a position(s) to which the PFA applies.~~

~~**60.08** Except as provided in clause 60.09 below, the PFA shall be adjusted when the incumbent of a position to which the PFA applies, is appointed or assigned duties in another position to which a different level of the PFA applies, regardless of whether such appointment or assignment is temporary or permanent, and for each month in which an employee performs duties in more than one position to which the PFA applies, the employee shall receive the higher allowance, provided he or she has performed duties for at least seventy-five (75) hours as the incumbent of the position to which the higher allowance applies.~~

~~**60.09** When the incumbent of a position to which the PFA applies, is temporarily assigned a position to which a different level of PFA, or no PFA, applies, and when the employee's basic monthly pay entitlement in the position to which he or she is temporarily assigned, plus PFA, if applicable, would be less than his or her basic monthly pay entitlement plus the PFA in his or her regular position, the employee shall receive the PFA applicable to his or her regular position.~~

~~**60.10** An employee will be entitled to receive the PFA, in accordance with the PFA applicable to his or her regular position:~~

- ~~1. during any period of paid leave up to a maximum of sixty (60) consecutive calendar days;~~
- ~~or~~
- ~~2. during the full period of paid leave where an employee is granted injury-on-duty leave with pay because of an injury resulting from an act of violence from one or more inmates.~~

~~**60.11** The PFA shall not form part of an employee's salary except for the purposes of the following benefit plans:~~

- ~~• *Public Service Superannuation Act*~~
- ~~• *Public Service Disability Insurance Plan*~~
- ~~• *Canada Pension Plan*~~
- ~~• *Quebec Pension Plan*~~
- ~~• *Employment Insurance*~~
- ~~• *Government Employees Compensation Act*~~
- ~~• *Flying Accident Compensation Regulations*~~

~~**60.12** If, in any month, an employee is disabled or dies prior to establishing an entitlement to the PFA, the PFA benefits accruing to the employee or the employee's~~

~~estate shall be determined in accordance with the PFA entitlement for the month preceding such disablement or death.~~

ARTICLE 60

CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE

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

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

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

60.03 Where the employee's basic monthly pay entitlement (including any applicable allowances) in the position to which he or she is temporarily acting or assigned is less than his or her monthly pay entitlement plus the CSSDA in his or her substantive position, the employee shall retain the CSSDA applicable to his or her substantive position for the duration of that temporary period.

60.04 An employee will be entitled to receive the CSSDA, in accordance with 60.01:

- (a) during any period of paid leave up to a maximum of sixty (60) consecutive calendar days;
- or
- (b) during the full period of paid leave where an employee is granted injury-on-duty leave with pay because of an injury resulting from an act of violence from one or more inmates.

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

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

ARTICLE 64 SEVERANCE PAY

NOTE: The following language shall be moved to a new Appendix for the information of members who did not cash out their severance.

Required housekeeping:

~~Effective on October 18, 2013, paragraphs 64.01(b) and (d) are deleted from the collective agreement.~~

64.01 Under the following circumstances and subject to clause 64.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which he or she is entitled for the classification prescribed in his or her certificate of appointment on the date of his or her termination of employment.

(a) Layoff

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

~~(b) Resignation~~

~~On resignation, subject to paragraph 64.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.~~

(e)(b) Rejection on Probation

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

(d) Retirement

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

~~or~~

~~(ii) a part-time employee, who regularly works more than thirteen decimal five (13.5) but less than thirty (30) hours a week, and who, if he or she were a contributor under the *Public Service Superannuation Act*, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if he or she were a contributor under the *Public Service Superannuation Act*,~~

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

(e)(c) Death

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

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

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

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

For greater certainty, payments **in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement)** made pursuant to 64.04 to 64.07 **under Appendix Y** or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of 64.02.

64.03 Appointment to a Separate Agency

An employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* shall be paid **any outstanding payment in lieu of severance, if applicable under Appendix Y**. ~~all severance payments resulting from the application of 64.01(b) (prior to October 18, 2013) or 64.04 to 64.07 (commencing on October 18, 2013).~~

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

~~**64.04 Severance Termination**~~

- ~~(a) Subject to 64.02 above, indeterminate employees on October 18, 2013 shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.~~

- ~~(b) Subject to 64.02 above, term employees on October 18, 2013 shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.~~

Terms of Payment

64.05 Options

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

- ~~(a) as a single payment at the rate of pay of the employee's substantive position as of October 18, 2013,
_____or
(b) as a single payment at the time of the employee's termination of employment from the core public administration, based on the rate of pay of the employee's substantive position at the date of termination of employment from the core public administration,
_____or
(c) as a combination of (a) and (b), pursuant to 64.06(c).~~

~~**~~

64.06 Selection of Option

- ~~(a) The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.
(b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
(c) The employee who opts for the option described in 64.05(c) must specify the number of complete weeks to be paid out pursuant to 64.05(a) and the remainder shall be paid out pursuant to 64.05(b).
(d) An employee who does not make a selection under 64.06(b) will be deemed to have chosen option 64.05(b).~~

~~**~~

64.07 Appointment from a Different Bargaining Unit

This clause applies in a situation where an employee is appointed into a position in the TC bargaining unit from a position outside the TC bargaining unit where, at the date of appointment, provisions similar to those in 64.01(b) and (d) are still in force, unless the appointment is only on an acting basis.

- ~~(a) Subject to 64.02 above, on the date an indeterminate employee becomes subject to this Agreement after October 18, 2013, he or she shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous~~

~~employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.~~

~~(b) Subject to 64.02 above, on the date a term employee becomes subject to this Agreement after October 18, 2013, he or she shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.~~

~~(c) An employee entitled to severance termination benefits under paragraph (a) or (b) shall have the same choice of options outlined in 64.05, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.~~

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

ARTICLE 68

DURATION

68.01 The duration of this Collective Agreement shall be from the date it is signed to June 21, 2014 **2018**.

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

APPENDIX A RATES OF PAY AND PAY NOTES

Effective June 22, 2014 - increase to rates of pay: 1.25%
Effective June 22, 2015 - increase to rates of pay: 1.25%
Effective June 22, 2016 – salary adjustment of 0.5% applicable to all rates of pay
Effective June 22, 2016 - increase to rates of pay: 1.25%
Effective June 22, 2017 - increase to rates of pay: 1.25%

A signing bonus of \$650 to all employees, except those in receipt of a group specific measure.

Pay notes for CBSA employees to be deleted

APPENDIX A1 TI – TECHNICAL INSPECTION GROUP ANNUAL RATES OF PAY AVIATION, MARINE, RAILWAY SAFETY

1. Employees in Transport Canada, Transport Safety Board **of Canada, Public Services and Procurement Canada** ~~Public Works and Government Services Canada~~, Fisheries and Oceans Canada and Canadian Coast Guard who are incumbents at the TI-5 through TI-8 levels in the following positions and who possess the listed qualifications shall be remunerated as per the above rates of pay.

Renew the remainder of the language in the appendix.

An additional increment of 4% to the maximum rates of pay, effective June 22, 2016.

**APPENDIX D
MEMORANDUM OF AGREEMENT
CONCERNING FISHERY OFFICERS
IN THE GENERAL TECHNICAL GROUP,
WORKING ON OFF-SHORE SURVEILLANCE IN THE
DEPARTMENT OF FISHERIES AND OCEANS**

4. Employees to whom this Memorandum applies shall be subject to clauses **25.09** to **25.12** of this Collective Agreement.

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

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

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

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

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

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

**APPENDIX I
MEMORANDUM OF AGREEMENT
CONCERNING EMPLOYEES IN THE
ENGINEERING AND SCIENTIFIC SUPPORT GROUP
IN THE SEA LAMPREY CONTROL UNIT**

It is agreed that representatives of local management and duly authorized local representatives of employees may jointly devise and decide on a mutually acceptable work schedule program, which shall include a specified number of consecutive calendar days of work in the field followed by a combination of days of rest and compensatory leave earned during the period of field duty. The schedule will not contain the hours of work on each day and the starting and quitting times shall be determined according to operational requirements on a daily basis except that the normal daily hours of work shall be consecutive, with the exception of a lunch break, and not in excess of seven decimal five (7.5) hours and, accordingly, clause ~~25.08~~ **25.10** shall not apply.

**APPENDIX K
SPECIAL PROVISIONS FOR EMPLOYEES
~~IN THE ENGINEERING AND SCIENTIFIC SUPPORT GROUP~~
CONCERNING DIVING DUTY ALLOWANCE,
VACATION LEAVE WITH PAY,
NATIONAL CONSULTATION COMMITTEE
AND TRANSFER AT SEA**

Applicable to all employees

- K-1 Diving Duty Allowance - Increase allowance to \$25
- K-4 Transfer at Sea Allowance - Increase allowance to \$10

Applicable to EG employees only

- K-2 Vacation Leave With Pay
- K-3 National Consultation Committee

**APPENDIX P
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TREASURY BOARD
(HEREINAFTER CALLED THE EMPLOYER)
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(HEREINAFTER CALLED THE ALLIANCE)
IN RESPECT OF EMPLOYEES IN THE
TECHNICAL INSPECTION (TI) GROUP**

Roll-in the remaining value of the terminable allowance to Appendix A-1, effective June 22, 2016.

Delete the appendix.

**APPENDIX T
WORKFORCE ADJUSTMENT**

**Part 1
Roles and Responsibilities**

1.1 Departments or Organizations

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

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

1.1.31 Departments or organizations shall provide surplus employees with a lay-off notice at least one (1) month before the proposed lay-off date if appointment efforts

have been unsuccessful. **A copy of this notice shall be provided to the National President of the Alliance.**

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

- (a) the workforce adjustment situation and its effect on that individual;
- (b) the Workforce Adjustment Appendix;
- (c) the PSC's Priority Information Management System and how it works from the employee's perspective;
- (d) preparation of a curriculum vitae or resume;
- (e) the employee's rights and obligations;
- (f) the employee's current situation (e.g. pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
- (g) alternatives that might be available to the employee (**the alternation process**, appointment, relocation, retraining, lower-level employment, term employment, retirement including the possibility of waiver of penalty if entitled to an annual allowance, transition support measure, education allowance, pay in lieu of unfulfilled surplus period, resignation, accelerated lay-off);
- (h) the likelihood that the employee will be successfully appointed;
- (i) the meaning of a guarantee of a reasonable job offer, a twelve (12) month surplus priority period in which to secure a reasonable job offer, a transition support measure and an education allowance;
- (j) **advise employees to seek out proposed alternations and submit request for approval as soon as possible after being informed they will not be receiving a guarantee of a reasonable job offer.**

. . . renumber

- (p) **advising employees of the right to be represented by the Alliance in the application of this Appendix.**

Part II Official notification

Editorial change

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

Part VI Options for Employees

6.1 General

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

NEW - 6.1.6

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

6.2 Voluntary Programs

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

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

Renumber accordingly

6.2 Alternation

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

6.2.3

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

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

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

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

6.3 Options

6.3.1

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

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

Transition Support Measure

GENERAL

Amend Definition

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

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

Splitting of TSM payment

Amend paragraph 6.3 .1 (b), option #2 which allows for opting employees to take transitional support measure (TSM) payment the choice of taking their TSM cash payment in two installments / payments:

6.3.1

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

Consequential amendment

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

APPENDIX V MEMORANDUM OF UNDERSTANDING IN RESPECT OF EMPLOYEES IN THE ENGINEERING AND SCIENTIFIC SUPPORT (EG) GROUP

Roll-in the current EG allowance into the base rate of pay, effective June 22, 2016.

Delete the appendix.

**APPENDIX W
MEMORANDUM OF UNDERSTANDING
IN RESPECT OF EMPLOYEES IN THE
ENGINEERING AND SCIENTIFIC SUPPORT (EG) AND
GENERAL TECHNICAL (GT) GROUPS
WORKING SHORE-BASED POSITIONS AT
CANADIAN COAST GUARD (CCG)**

Effective June 22, 2016, increase the current monthly allowance by the following:

EG-06	\$111
EG-07	\$142
GT-06	\$90
GT-07	\$135
GT-08	\$135

**NEW APPENDIX
SEARCH AND RESCUE**

Effective June 22, 2016, new allowance of 4% for Search and Rescue (SAR) Coordinators (GT-05) working at the Joint Rescue Coordination Centre (JRCC).

Employees working at Canadian Coast Guard in a Joint Rescue Coordination Centre or Maritime Rescue Sub-Centre who are required in the performance of their duties to have knowledge of an extensive experience in marine navigation, ship operations, ship ability, meteorology, ship construction and search and rescue planning and coordination and who possess Transport Canada or Canadian Coast Guard Marine certificates of competency.

**NEW APPENDIX
FISHERY OFFICERS**

New annual allowance for Fishery Officers, effective June 22, 2016.

GT-02	\$3,000
GT-03	\$3,000
GT-04	\$3,000
GT-05	\$3,000

**NEW APPENDIX
ENFORCEMENT AND WILDLIFE OFFICERS**

New allowance of \$3,000 per year for Enforcement and Wildlife Officers at ECCC, effective June 22, 2016. Officers who are fully designated with peace officer powers.

GT-02	\$3,000
GT-03	\$3,000
GT-04	\$3,000
GT-05	\$3,000

**NEW APPENDIX
TECHNICAL INSPECTORS (TI) AT MEASUREMENT CANADA**

New annual allowance for Technical Inspectors (TI) working at Measurement Canada, effective June 22, 2016.

TI-03	\$3,000
TI-04	\$3,000
TI-05	\$3,000
TI-06	\$3,000
TI-07	\$3,000

**NEW APPENDIX
LABOUR AFFAIRS OFFICERS**

New annual allowance for Labour Affairs Officer (LAO) at the TI-05 level, effective June 22, 2016.

TI-05	\$3,000
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NEW APPENDIX PRIMARY PRODUCTS INSPECTION (PI)

An additional increment of 4% to the maximum rate of pay of PI levels, effective June 22, 2016.

Include PI-CGC-07 rates of pay in the collective agreement.

NEW APPENDIX DND FLEET MAINTENANCE FACILITIES (FMF)

Employees at the EG-06 level working at FMF either in Production, Engineering or FTA, exercising their authorities and responsibilities directly towards ships, will be eligible to receive an annual allowance of \$2,500, effective June 22, 2016.

NEW APPENDIX IMPLEMENTATION OF UNION LEAVE

AGREEMENT WITH RESPECT TO IMPLEMENTATION OF UNION LEAVE

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

The elements of the new system are as follows:

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

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

Notwithstanding anything else in this agreement, and as an overarching principle, it will not include costs for benefits that would otherwise be paid by the Employer during an equivalent period of leave without pay. The consequences of the implementation of clause 14.15 will be cost neutral for the Employer in terms of compensation costs, and

will confer neither a substantial financial benefit, nor a substantially increased cost, on the Employer.

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

The Joint Committee's principal work will relate to:

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

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

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

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

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

**NEW APPENDIX
MEMORANDUM OF UNDERSTANDING
BETWEEN THE TREASURY BOARD AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
WITH RESPECT TO COMPARABILITY AT
THE CANADIAN FOOD INSPECTION AGENCY**

The Union and the Employer agree to create a Joint Committee consisting of an equal number of Union and Employer representatives. The committee will convene within 90 days of the signing of the collective agreement and will complete its work by September 30, 2018.

The joint committee will undertake a comparability of the value of work and compensation of EGs working in the Core Public Administration with their comparators working in the Canadian Food Inspection Agency. This committee will provide proposals to the parties to inform the next round of collective bargaining.

In the event that the parties are unable to reach consensus on their proposals, the parties may seek the services of a mediator. The parties agree to seek the mediation services of the following two individual mediators according to their availability: John Jaworski and Tracey O'Brien.

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

NEW APPENDIX EMPLOYEE WELLNESS

MEMORANDUM OF AGREEMENT ON SUPPORTING EMPLOYEE WELLNESS

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

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

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

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

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

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

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

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

- Income replacement parameters, the treatment of accumulated sick leave credits and consequential changes to existing leave provisions within the collective agreements;
- Eligibility conditions for a new wellness plan;
- Privacy considerations;
- Internal assessment as well as approval and denial processes;
- Case management and measures to ensure the successful return of employees to the workplace after a period of leave due to illness or injury;
- Joint governance of the wellness plan;
- Options for alternative medical treatments;
- Other measures that would support an integrated approach to the management of employee wellness for Federal Public Service employees, including but not limited to ways to reduce and eliminate threats to workplace wellness, including discrimination, harassment, workplace violence, bullying, and abuse of authority.

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

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

Key Principles

A new wellness plan shall:

- Contribute to a healthy workforce, through a holistic consideration of physical and mental health issues.
- Include case management and timely return to work protocols, based on best practices.
- Investigate integration with other public service benefit plans.
- Address a wide range of medical conditions, work situations and personal circumstances facing employees, including chronic and episodic illnesses and

travel time from northern and remote communities for diagnosis and treatment (subject to the NJC Directives, such the Isolated Post and Government Housing Directive) and wait times for medical clearances to return home.

- Be contained in the collective agreements. The final level of adjudication associated within the plan will be the Public Service Labour Relations and Employment Board (PSLREB).
- Be administered internally within the Federal Public Service, rather than by third-party service provider.
- Have common terms which will apply to all employees.
- Provide for full income replacement for periods covered by the plan.
- Ensure that new measures provide at least the same income support protection as that provided by earned sick leave banks in the current regime.
- Current sick leave banks would be grand-fathered/protected and their value appropriately recognized.

If an agreement is not reached within 18 months from the establishment of the Technical Committee, or should the parties reach impasse before then, the parties agree to jointly appoint a mediator within 30 days.

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

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

NEW APPENDIX CHILD CARE

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

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

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

The responsibilities of the technical committee include:

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

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

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

NEW APPENDIX OCCUPATIONAL GROUP STRUCTURE REVIEW

This Memorandum is to give effect to the agreement reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Technical Services bargaining unit.

Notwithstanding that classification is an exclusive employer authority as recognized in the *Federal Accountability Act*, the Employer is committed to engaging in meaningful consultation with the Alliance with respect to the review and redesign of the TC occupational group structure (OGS), followed by meaningful consultation regarding Classification Reform, relating to the development of job evaluation standards for the TC Occupational Group.

Meaningful consultation on Classification Reform will include consultation with the Alliance on the development of job evaluation standards which reflect and evaluate, in a gender neutral manner, the work performed by employees in the TC Occupational Group. It will also include ongoing dialogue with respect to providing employees with complete and current job descriptions detailing the specific responsibilities of the position.

The parties agree that meaningful consultation on the development of job evaluation standards shall take place within thirty (30) days of the signing of this Collective Agreement. New job evaluation standards shall be completed no later than December 30, 2019 for TB Ministers' consideration toward the objective of negotiating new pay lines for these job evaluation standards in the subsequent collective agreement.

NEW APPENDIX MENTAL HEALTH

Memorandum of Understanding between The Treasury Board and The Public Service Alliance of Canada With Respect to Mental Health in the Workplace

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

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

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

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

The ongoing responsibilities of the technical committee include:

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

- Outlining any possible challenges and barriers that may impact the successful implementation of a psychological health and safety management system; and
- Outlining areas where the objectives reflected in the Standard, or in the work of other organizations, represent a gap with existing approaches within the federal Public Service. Once identified, ongoing evaluation of actions to ensure those gaps are addressed. The National Standard for Psychological Health and Safety in the Workplace should be considered a minimum standard that the Employer's occupational health and safety program may exceed.

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