



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

TENTATIVE AGREEMENT
TO SETTLE OUTSTANDING COLLECTIVE BARGAINING ISSUES
BETWEEN THE
PUBLIC SERVICE ALLIANCE OF CANADA
AND
THE TREASURY BOARD OF CANADA
IN RESPECT OF THE BORDER SERVICES (FB) GROUP NEGOTIATIONS:



File: 2122-F0005-3

August 18, 2021

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

RE: TENTATIVE AGREEMENT

On Friday, August 6th, 2021, after three years of talks, unfair labour practice charges, unprecedented mobilization, and job action across Canada over the past month and a 36-hour, round the clock final negotiations marathon, our PSAC-CIU Bargaining Team has reached a Tentative Agreement with the Treasury Board and CBSA.

Our Bargaining Team unanimously recommends ratification of our new agreement.

If ratified, the settlement will improve our members' working conditions in several ways. These improvements are the product of the hard work and dedication of both our team and the membership over the course of this round of bargaining.

There are no concessions in our new agreement.

HIGHLIGHTS OF OUR TENTATIVE AGREEMENT

1. Pay and Allowances

Wage settlement details

The total compensation for all FB group members amounts to a minimum compounded increase of 8.08% over the four years of the collective agreement

- Effective June 21, 2018 - increase to rates of pay: 2.8 %
- Effective June 21, 2019 - increase to rates of pay: 2.2 %
- Effective June 21, 2020 - increase to rates of pay: 1.35%
- Effective June 21, 2021 - increase to rates of pay: 1.5%

All wage increases are retroactive.

Uniformed Member Meal Period Allowance

After years of seeking to achieve parity with other uniformed law enforcement personnel, and 3 PIC recommendations, our Team has finally achieved compensation for meal periods for uniformed members of our group.

A new, pensionable annual uniformed member meal period allowance of \$5000.00 will be paid to all uniformed FB employees. Including annual salary increases this will raise their pensionable earnings, over four years, as follows:

- FB 2: 15.07%
- FB 3: 14.14%
- FB 4: 13.86%
- FB 5: 13.38%

Lump Sum Payout for Non-Uniformed Members

All non-uniformed employees who are members of the bargaining unit on the date of signing of the collective agreement will receive a lump sum payment of \$1000.00.

Implementation payment

All members of the FB bargaining unit to receive a one-time payment of \$500 in recognition of the extended collective agreement implementation deadline and an additional \$50 for every subsequent 90-day delay.

There will be a six (6) months delay in the implementation of new allowances that will be compensated with a lump-sum payment of an equal value.

Pension (25-Out)

In conjunction with our settlement, the Treasury Board provided a written commitment to the PSAC to resubmit the Border Services (FB) group's proposal to introduce legislative amendments providing enhanced early retirement benefits under the public service pension plan, and to facilitate an expedited opportunity to bring-forward its related business case to the Public Service Pension Advisory Committee (PSPAC).

Discipline

CBSA has committed in writing that all employees are to have the right to Union representation in PSI investigation meetings.

New protections in the context of employees placed on investigatory suspension.

Grievance Procedure

A streamlined grievance procedure, with a reduction in the levels of the grievance process from 4 levels to 3 levels, which will reduce time taken to hear grievances.

Workplace Culture

Letter of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada creating a National Joint Committee to tackle workplace culture problems at CBSA.

Article 30 – Designated Paid Holidays

Inclusion of National Day for Truth and Reconciliation per the legislated change

Article 38 – Maternity Leave Without Pay

Repayment formula

Addition of Schedule V of the Act, which allows mobility between the core public administration and 26 other separate agencies, including the Canada Revenue Agency, the Canadian Food Inspection Agency, Parks Canada and the National Research Council, without an obligation to repay allowances. This change gives more flexibility to parents who wish to change positions within the federal public service.

Article 40 – Parental Leave Without Pay

Extended parental leave without pay

For parents covered by EI and the QPIP - Introduction of extended parental leave without pay for 86 weeks, with no impact on the five-year limit in Article 41.

Additional week under the EI Act

If both parents work in the public service and they have divided the full 40 weeks of parental leave, one of the two parents can receive the additional week.

Additional weeks under the QPIP

If both adoptive parents work in the public service and they have divided the full 37 weeks of adoption leave, one of the two parents can receive the two additional weeks; and, if both biological parents work in the public service and they take all 32 weeks of the parental leave as well as the 5 weeks of paternity leave, one of the two parents can receive two additional weeks.

Change in the number of weeks with allowance

New maximum of 57 weeks per couple with 93% allowance. This will allow for the inclusion of five paternity weeks, under the QPIP, where both parents work in the public service and the inclusion of five or eight new weeks of parental leave under the Employment Insurance Act, where both parents work in the public service.

Under the EI Act – Parental allowance for extended leave

Parents covered by EI over the new extended leave period will be eligible for a supplementary allowance equivalent to 55.8% of their weekly rate of pay.

Repayment formula

Addition of Schedule V of the Act, which allows mobility between the core administration and 26 other separate agencies, including the Canada Revenue Agency, the Canadian Food Inspection Agency, Parks Canada and the National Research Council, without an obligation to repay allowances. This change gives more flexibility to parents who wish to change positions within the federal public service.

New Article 42 – Compassionate Care and Caregiving Leave

New caregiving leave provisions that include the three types of leave provided for under EI:

- Compassionate Care Benefits
- Family Caregiver Benefits for Children
- Family Caregiver Benefits for Adults

The leave is for the same duration as stipulated in EI and includes the applicable waiting period. Leave granted under this clause shall count towards severance pay, vacation leave and pay increments.

Article 43 – Leave with Pay For Family-Related Responsibilities

Expansion of leave provision to include care of a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

Article 46 – Bereavement Leave with Pay

Expansion of leave provision to include one-time bereavement leave for a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

New Article 53 – Domestic Violence Leave

New 75 hours of annual leave for employees who are subject to domestic violence.

Appendix C – Workforce Adjustment

Increase in education allowance from \$15,000 to \$17,000 for indeterminate employees who are laid off during workforce adjustment process.

Housekeeping changes to a few articles to correct outdated language (i.e. using the word payment instead of cash and kilometric instead of mileage) and nominal changes in the legislation. Deletion of provisions which are no longer applicable, including Volunteer Leave, Appendix J, Appendix K and Appendix N.

Your Bargaining Team, comprising of:

Joey Dunphy
Michael Aessie
Mathew Ashworth
Frances Baroutoglou
Claude Bouchard
Leanne Hughes
Charles Khoury
Jonathan Ross
Ken Turner
Darren Pacione (PSAC Senior Research Officer)
Morgan Gay (PSAC Negotiator)

Unanimously recommends acceptance of this tentative agreement.

In solidarity,

Chris Aylward
National President - PSAC

c.c.: National Board of Directors
Directors' Team
David-Alexandre Leblanc, A/Coordinator, Negotiations Section
Essential Services & Exclusions
Pierre-Samuel Proulx, A/Senior Research Officer, Negotiations Section
Morgan Gay, Negotiator, Negotiations Section
Negotiations Section
Legal Officer
Regional Coordinators
Reine Zamat, Supervisor, Membership Administration
Dale Robinson, Strike Mobilization Project Officer
Connor Spencer, Strike Mobilization Project Officer

The parties hereto agree to enter into a tentative agreement as follows:

1. Increases to the rates of pay, as identified at Annex A.
2. Duration – four (4) year agreement, expiring on **June 20, 2022** as identified at Annex B.
3. Amendments to the following provisions, as identified at Annex C:
 - Article 14 – Leave With or Without Pay for Alliance Business
 - Article 30 – Designated Paid Holidays
 - Article 38 – Maternity Leave Without Pay
 - Article 40 – Parental Leave Without Pay
 - Article 41 - Leave Without Pay for the Care of Family
 - (New) Article XX – Caregiving Leave
 - (New) Article XX – Domestic Violence Leave
 - Appendix C - Workforce adjustment
 - 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
 - Appendix E - Memorandum of Understanding between the Treasury Board of Canada and the Public Service Alliance of Canada with respect to a Joint Learning Program
 - Appendix F - Memorandum of Understanding between the Treasury Board of Canada and the Public Service Alliance of Canada with respect to Child Care
 - Appendix H – Memorandum of Agreement with Respect to Administrative Suspensions Pending Investigations
 - Appendix N – Memorandum of Agreement on Supporting Employee Wellness
 - Appendix O - Memorandum of Understanding between the Treasury Board of Canada and the Public Service Alliance of Canada with respect to Mental Health in the Workplace
 - (New) Appendix XX – Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada with respect to Paid Meal Premium
 - (New) Appendix XX - Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada with respect to the Grievance Procedure
 - (New) Appendix XX - Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada with respect to Workplace Culture
 - (New) Appendix XX – Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada with respect to a One-Time Lump Sum Payment for Non-Uniformed Employees
 - (New) Appendix XX – Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada with respect to Article 41: Leave Without Pay for the Care of Family and Vacation Scheduling
4. All items agreed to and signed during negotiations form part of this offer, unless otherwise specified.
 - Various References – change “PSLRA” to “FPSLRA”
 - Various References – change “cash” to “payment”
 - Clause 30.08 – change “mileage” to “kilometric”
 - Clause 34.15 – delete redundant language
 - Clause 41.01 – Addition of “a person who stands in the place of a relative”

- Clause 42.01 – delete “volunteer leave”
 - Clause 43.01 – Addition of “son-in-law”, “daughter-in-law”, and “a person who stands in the place of a relative”
 - Clause 46.02 – Addition of “a person who stands in the place of a relative”
 - Deletion of Appendix J – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Integrated Border Services Allowance
 - Deletion of Appendix K – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to One-Time Lump Sum Payment
5. It is agreed that the new Appendix XX – Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada with respect to Paid Meal Premium will take effect 180 days following the date of signing of the collective agreement. Employees who meet the eligibility criteria for the paid meal premium on the date of signature of the collective agreement will receive a one-time lump-sum payment associated with the 180 days following the signature of the collective agreement (up to \$2,500 adjusted for regular hours worked).
 6. Implementation of the provisions for Article 40 – Parental Leave without Pay will be in effect as of the date of signature of the collective agreement.
 7. The Employer and the Public Service Alliance of Canada agree to withdraw all other outstanding items.
 8. The Public Service Alliance of Canada agree to unanimously recommend the ratification of this tentative agreement to its members and the Employer agrees to unanimously recommend the ratification of this tentative agreement to its principals.
 9. Provided that the Public Service Alliance of Canada confirms in writing to the Employer that ratification of the tentative collective agreement by the FB Group was successful on or before November 30, 2021, article 3 of the Appendix D – Memorandum of Understanding between the Treasury Board of Canada and the Public Service Alliance of Canada with respect to the Implementation of the Collective Agreement will be amended as follows:
 - References to “non-pensionable amount of four hundred dollars (\$400)” will be replaced with “non-pensionable amount of five hundred dollars (\$500)” and the cap of 9 payments/\$450 for late implementation will be removed.
 10. Unless otherwise specified, existing provisions and appendices in the collective agreement are renewed.

***Note: Any agreement is subject to errors, omissions, and housekeeping matters.*

**APPENDIX A
RATES OF PAY**

June 21, 2018 - increase to rates of pay:	2.8%
June 21, 2019 - increase to rates of pay:	2.2%
June 21, 2020 - increase to rates of pay:	1.35%
June 21, 2021 - increase to rates of pay:	1.5%

The Employer proposes to implement increases in accordance with 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.

Amounts in respect of the period prior to the implementation date will be paid as a retroactive payment, in accordance with Appendix D – Memorandum of Understanding between the Treasury Board of Canada and the Public Service of Canada with respect to Implementation of the Collective Agreement. Subsequently, amounts will be provided as increases to rates of pay.

**ARTICLE 64
DURATION**

64.01 This agreement shall expire on **June 20, 2022** ~~2018~~.

ARTICLE 14

LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

14.14 ~~Effective on the date of signing of the collective agreement,~~ Leave granted to an employee under ~~articles~~ **clauses** 14.02, 14.09, 14.10, 14.12 and 14.13 will be with pay **and** the Alliance will reimburse the Employer for the salary and benefit costs of the employee during the period of approved leave with pay according to the terms established by joint agreement in Appendix M.

**ARTICLE 30
DESIGNATED PAID HOLIDAYS**

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

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

ARTICLE 34

VACATION LEAVE WITH PAY

34.15 Where the employee requests, the Employer shall grant the employee his or her unused vacation leave credits prior to termination of employment if this will enable the employee, for purposes of severance pay, to complete the first (1st) year of continuous employment in the case of lay-off, and the tenth (10th) year of continuous employment in the case of resignation.

**ARTICLE 38
MATERNITY LEAVE WITHOUT PAY**

38.02 Maternity allowance

- a. An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:
- i. has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
 - ii. provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer, and
 - iii. has signed an agreement with the Employer stating that:
 - A. she will return to work **within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*** on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
 - B. following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;
 - C. should she fail to return to work ~~for the Employer, Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency~~ in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for an amount determined as follows:

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

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

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

- c. Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
 - i. where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for ~~each week~~ of the waiting period, less any other monies earned during this period,
 - ii. for each week that the employee receives a maternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate of pay 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.

- d. At the employee's request, the payment referred to in subparagraph 38.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan maternity benefits.

- e. The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the Employment Insurance Act or the **Act Respecting Parental Insurance** ~~Parental Insurance Act~~ in Québec.

- f. The weekly rate of pay referred to in paragraph (c) shall be:
 - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.

- g. The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.

- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.

- i. Where an employee becomes eligible for a pay increment or pay revision that would increase the maternity allowance while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.

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

**ARTICLE 40
PARENTAL LEAVE WITHOUT PAY**

40.01 Parental leave without pay

a. Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for **either:**

i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (**standard option**),
or

ii. **a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),**

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 **either:**

i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (**standard option**),
or

ii. **a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),**

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 (2) periods.

d. Notwithstanding paragraphs (a) and (b):

i. where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
or

ii. where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

e. An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the commencement date of such leave.

f. The Employer may:

i. defer the commencement of parental leave without pay at the request of the employee;

ii. grant the employee parental leave without pay with less than four (4) weeks' notice;

iii. require an employee to submit a birth certificate or proof of adoption of the child.

- g. Leave granted under this clause shall count for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

40.02 Parental allowance

Under the Employment Insurance (EI) benefits plan, parental allowance is payable under two (2) options, either:

- **Option 1: standard parental benefits, 40.02 paragraphs (c) to (k),**
or
- **Option 2: extended parental benefits, 40.02 paragraphs (l) to (t).**

Once an employee elects the standard or extended parental benefits and the weekly benefit top up allowance is set, the decision is irrevocable and shall not be changed should the employee return to work at an earlier date than that originally scheduled.

Under the Québec Parental Insurance Plan (QPIP), parental allowance is payable only under Option 1: standard parental benefits.

Parental Allowance Administration

- a. An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i) **or (l) to (r)**, providing he or she:
- i. has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - ii. provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance **Plan** or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,
and
 - iii. has signed an agreement with the Employer stating that:
 - A. the employee will return to work **within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act***, on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
 - B. following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the **standard** parental allowance, in addition to the period of time referred to in section 38.02(a)(iii)(B), if applicable; **Where the employee has elected the extended parental allowance, following his or her return to work, as described in section (A), the employee will work for a period equal to sixty percent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in section 38.02(a)(iii)(B), if applicable.**
 - C. should he or she fail to return to work **as described in** ~~for the Employer, Parks Canada, the Canada Revenue Agency or the Canadian Food~~

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

(allowance received) X	(remaining period to be worked, as specified in (B) , following his or her return to work)
	[total period to be worked as specified in (B)]

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

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

Option 1 – Standard Parental Allowance:

- c. Parental allowance payments made in accordance with the SUB Plan will consist of the following:
 - i. where an employee **on parental leave without pay as described in 40.01(a)(i) and (b)(i), has elected to receive Standard Employment Insurance parental benefits and** is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay, for ~~each week~~ of the waiting period, less any other monies earned during this period;
 - ii. for each week the employee receives parental, adoption or paternity benefits under the Employment Insurance **Plan** or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate of pay and the parental, adoption or paternity benefits, less any other monies earned during this period which may result in a decrease in his/her parental, adoption or paternity benefits 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 benefits and the full thirty-two (32) weeks of parental benefits **or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks of paternity benefits** under the Québec Parental Insurance Plan **for the same child and either employee** thereafter remains on parental leave without pay, ~~she~~ **that employee** is eligible to receive a further parental allowance for a period of **up to two (2) weeks**, at ninety-three per cent (93%) of ~~her~~ **their** weekly rate of pay for each week, less any other monies earned during this period; ~~and~~

- iv. **where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, at ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period;**
- v. where an employee has received the full thirty-five (35) weeks of parental benefit under **the Employment Insurance Plan** and thereafter remains on parental leave without pay, she/he is eligible to receive a further parental allowance for a period of one (1) week at ninety three per cent (93%) of his or her weekly rate of pay, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in ~~(A)(iii)~~ **38.02(c)(iii)** for the same child-;
- vi. **where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week at ninety-three per cent (93%) of their weekly rate of pay less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 38.02(c)(iii) and 40.02(c)(v) for the same child.**
- d. At the employee's request, the payment referred to in subparagraph 40.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance **Plan** ~~or Québec Parental Insurance Plan~~ parental benefits.
- e. The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act or the **Act Respecting Parental Insurance** ~~Parental Insurance Act~~ in Québec.
- f. The weekly rate of pay referred to in paragraph (c) shall be:
 - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- g. The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.

- i. Where an employee becomes eligible for a pay increment or pay revision that would increase the parental allowance while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- j. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- k. The maximum combined, shared, maternity and **standard** parental allowances payable under this collective agreement shall not exceed ~~fifty-seven two~~ **(57 52)** weeks for each combined maternity and parental leave without pay.

Option 2 - Extended Parental Allowance:

- I. Parental Allowance payments made in accordance with the SUB Plan will consist of the following:**
 - i. where an employee on parental leave without pay as described in 40.01(a)(ii) and (b)(ii), has elected to receive extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay for the waiting period, less any other monies earned during this period;**
 - ii. for each week the employee receives parental benefits under the Employment Insurance Plan, he or she is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of his or her weekly rate and the parental benefits, less any other monies earned during this period which may result in a decrease in his or her parental benefits 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 sixty-one (61) weeks of parental benefits under the Employment Insurance Plan 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 fifty-five decimal eight per cent (55.8%) 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 of allowance contained in 38.02(c)(iii) for the same child.**
 - iv. where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week at fifty-five decimal eight per cent (55.8%) of their weekly rate of pay, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 38.02(c)(iii) for the same child.**
 - m. At the employee's request, the payment referred to in subparagraph 40.02(l)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.**
 - n. The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act.**
 - o. The weekly rate of pay referred to in paragraph (l) shall be:**
 - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of parental leave without pay;**

- ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- p. The weekly rate of pay referred to in paragraph (l) shall be the rate to which the employee is entitled for the substantive level to which he or she is appointed.
- q. Notwithstanding paragraph (p), and subject to subparagraph (o)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate, the employee was being paid on that day.
- r. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
- s. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- t. The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.

ARTICLE 41

LEAVE WITHOUT PAY FOR THE CARE OF FAMILY

41.01

- a. Both parties recognize the importance of access to leave for the purpose of the care of family.
- b. For the purpose of this article, “family” is defined per Article 2 and in addition:**
 - i. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.**

41.02

~~e. Compassionate care leave~~

- ~~i. Notwithstanding the definition of “family” found in clause 2.01 and notwithstanding paragraphs 41.02(b) and (d) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.~~
- ~~ii. Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.~~
- ~~iii. When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.~~
- ~~iv. When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, subparagraphs (i) and (ii) above cease to apply.~~

ARTICLE 42
VOLUNTEER LEAVE

Effective on April 1, 2019, Article 42: volunteer leave, is deleted from the collective agreement.

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

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

The parties agree the language remains in effect until April 1, 2019, and the language will be removed upon signing of the new collective agreement.

ARTICLE 43

LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

43.01 For the purpose of this article, family is defined as spouse (or common-law partner resident with the employee), children (including foster children, step-children or children of the spouse or common-law partner, ward of the employee), grandchild, parents (including step-parents or foster parents), father-in-law, mother-in-law, **son-in-law, daughter-in-law**, brother, sister, step-brother, step-sister, grandparents of the employee, any relative permanently residing in the employee's household or with whom the employee permanently resides or any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee, **and a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.**

ARTICLE 46

BEREAVEMENT LEAVE WITH PAY

46.01 For the purpose of this article, “family” is defined per Article 2 and in addition:

- a. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. An employee shall be entitled to bereavement leave under 46.02 (a) only once during the employee’s total period of employment in the public service.**

46.02

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

Renumber accordingly...

**(NEW) ARTICLE XX
CAREGIVING LEAVE**

XX.01 An employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) benefits for Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults shall be granted leave without pay while in receipt of or awaiting these benefits.

XX.02 The leave without pay described in XX.01 shall not exceed twenty-six (26) weeks for Compassionate Care Benefits, thirty-five (35) weeks for Family Caregiver Benefits for Children and fifteen (15) weeks for Family Caregiver Benefits for Adults, in addition to any applicable waiting period.

XX.03 When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been accepted.

XX.04 When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been denied, clause XX.01 above ceases to apply.

XX.05 Leave granted under this clause shall count for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

(New article – Renumber subsequent collective agreement articles consequentially)

**(NEW) ARTICLE XX
DOMESTIC VIOLENCE LEAVE**

XX.01 Domestic Violence Leave

For the purpose of this article domestic violence is considered to be any form of abuse or neglect that an employee or an employee's child experiences from a family member, or from someone with whom the employee has or had an intimate relationship.

- a. The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.
- b. Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence shall be granted domestic violence leave in order to enable the employee, in respect of such violence:
 - i. to seek care and/or support for themselves or their child in respect of a physical or psychological injury or disability;
 - ii. to obtain services from an organization which provides services for individuals who are subject to domestic violence;
 - iii. to obtain professional counselling;
 - iv. to relocate temporarily or permanently; or
 - v. to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.
- c. The total domestic violence leave with pay which may be granted under this article shall not exceed seventy-five (75) hours in a fiscal year.
- d. Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this article shall, when delivered to the Employer, be considered as meeting the requirements of this article.
- e. Notwithstanding clauses XX.01(b) and XX.01(c), an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

(New article – Renumber subsequent collective agreement articles consequentially)

APPENDIX C

WORKFORCE ADJUSTMENT

Definitions:

Alternation (échange de postes)

Occurs when an opting employee (~~not a surplus employee~~) **or a surplus employee who is surplus as a result of having chosen option 6.4.1(a)** who wishes to remain in the core public administration exchanges positions with a non-affected employee (the alternate) willing to leave the core public administration with a transition support measure or with an education allowance.

Education allowance (indemnité d'études)

Is one of the options provided to an indeterminate employee affected by normal workforce adjustment for whom the deputy head cannot guarantee a reasonable job offer. The education allowance is a ~~cash~~ payment equivalent to the transition support measure (see Annex B), plus a reimbursement of tuition from a recognized learning institution and book and mandatory equipment costs, up to a maximum of ~~fifteen~~ **seventeen** thousand dollars (~~\$15,000~~ **\$17,000**).

6.4 Options

6.4.1 Only opting employees who are not in receipt of the guarantee of a reasonable job offer from the deputy head will have access to the choice of options below:

**

- c. Education allowance is a Transition Support Measure (see Option (b) above) plus an amount of not more than ~~fifteen~~ **seventeen** thousand dollars (~~\$15,000~~ **\$17,000**) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and relevant equipment. Employees choosing Option (c) could either:
 - i. resign from the core public administration but be considered to be laid-off for severance pay purposes on the date of their departure;
or
 - ii. delay their departure date and go on leave without pay for a maximum period of two (2) years while attending the learning institution. The TSM shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2) year period. During this period, employees could continue to be public service benefit plan members and contribute both employer and employee shares to the benefits plans and the Public Service Superannuation Plan. At the end of the two (2) year leave without pay period, unless the employee has found alternative employment in the core public administration, the employee will be laid-off in accordance with the Public Service Employment Act.

APPENDIX D

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

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

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

Notwithstanding the provisions of clause 62.03 on the calculation of retroactive payments and clause 64.02 on the collective agreement implementation period, this memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada regarding a modified approach to the calculation and administration of retroactive payments for the current round of negotiations.

1. Calculation of retroactive payments

- a. **Retroactive calculations that determine amounts payable to employees for a retroactive period shall be made based on all transactions that have been entered into the pay system up to the date on which the historical salary records for the retroactive period are retrieved for the calculation of the retroactive payment.**
- b. **Retroactive amounts will be calculated by applying the relevant percentage increases indicated in the collective agreement rather than based on pay tables in agreement annexes. The value of the retroactive payment will differ from that calculated using the traditional approach, as no rounding will be applied. The payment of retroactive amount will not affect pension entitlements or contributions relative to previous methods, except in respect of the rounding differences.**
- c. **Elements of salary traditionally included in the calculation of retroactivity will continue to be included in the retroactive payment calculation and administration, and will maintain their pensionable status as applicable. The elements of salary included in the historical salary records and therefore included in the calculation of retroactivity include:**
 - **salary**
 - **promotions**
 - **deployments**
 - **acting pay**
 - **extra duty pay/Overtime**
 - **additional hours worked**
 - **maternity leave allowance**
 - **parental leave allowance**
 - **vacation leave and extra duty pay cash-out**
 - **severance pay**
 - **salary for the month of death**
 - **transition Support Measure**

- eligible allowances and supplemental salary depending on collective agreement
- d. The payment of retroactive amounts related to transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved, such as acting pay, promotions, overtime and/or deployments, will not be considered in determining whether an agreement has been implemented.
- e. Any outstanding pay transactions will be processed once they are entered into the pay system and any retroactive payment from the collective agreement will be issued to impacted employees.

2. Implementation

- a. The effective dates for economic increases will be specified in the agreement. Other provisions of the collective agreement will be effective as follows:
 - i. All components of the agreement unrelated to pay administration will come into force on signature of agreement.
 - ii. Changes to existing and new compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one hundred and eighty (180) days after signature of agreement, on the date at which prospective elements of compensation increases will be implemented under subparagraph 2(b)(i).
 - iii. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid until changes come into force as stipulated in subparagraph 2(a)(ii).
- b. Collective agreements will be implemented over the following time frames:
 - i. The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one hundred and eighty (180) days after signature of agreement where there is no need for manual intervention.
 - ii. Retroactive amounts payable to employees will be implemented within one hundred and eighty (180) days after signature of the agreement where there is no need for manual intervention.
 - iii. Prospective compensation increases and retroactive amounts that require manual processing by compensation advisors will be implemented within five hundred and sixty (560) days after signature of agreement. Manual intervention is generally required for employees on an extended period of leave without pay (e.g., maternity/parental leave), salary-protected employees and those with transactions such as leave with income averaging, pre-retirement transition leave and employees paid below minimum, above maximum or in between steps. Manual intervention may also be required for specific accounts with complex salary history.

3. Employee recourse

- a. An employee who is in the bargaining unit for all or part of the period between the first day of the collective agreement (i.e., the day after the expiry of the previous collective agreement) and the signature date of the collective agreement will be entitled to a non-pensionable amount of ~~four~~ five hundred dollars (\$500~~400~~) payable within one hundred and eighty (180) days of signature, in recognition of extended implementation time frames and the significant number of transactions

that have not been entered in the pay system as of the date when the historical salary records are retrieved.

- b. Employees in the bargaining unit for whom the collective agreement is not implemented within one hundred and eighty-one (181) days after signature will be entitled to a fifty-dollar (\$50) non-pensionable amount; these employees will be entitled to an additional fifty-dollar (\$50) non-pensionable amount for every subsequent complete period of ninety (90) days their collective agreement is not implemented, ~~to a total maximum of nine (9) payments.~~ These amounts will be included in their final retroactive payment. ~~For greater certainty, the total maximum amount payable under this paragraph is four hundred and fifty dollars (\$450).~~
- c. If an employee is eligible for compensation in respect of section 3 under more than one collective agreement, the following applies: the employee shall receive only one non-pensionable amount of ~~four~~ five hundred dollars (\$500~~400~~); for any period under paragraph 3(b), the employee may receive one fifty-dollar (\$50) payment, ~~to a maximum total payment of four hundred and fifty dollars (\$450).~~
- d. Late implementation of the 2018 collective agreements will not create any entitlements pursuant to the agreement between the core public administration bargaining agents and the Treasury Board of Canada with regard to damages caused by the Phoenix pay system.
- e. Employees for whom collective agreement implementation requires manual intervention will be notified of the delay within one hundred and eighty (180) days after signature of the agreement.
- f. Employees will be provided a detailed breakdown of the retroactive payments received and may request that the departmental compensation unit or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the Alliance regarding the format of the detailed breakdown.
- g. In such a circumstance, for employees in organizations serviced by the Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay. For employees in organizations not serviced by the Pay Centre, employees shall contact the compensation services of their department.

APPENDIX E

MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA 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.

Starting on the date of signature of the PA collective agreement, the Employer agrees to increase monthly funding to the PSAC – TBS JLP by a percentage equivalent to the annual base economic increase.

~~The Employer agrees to provide \$330,000 per month to the PSAC – TBS JLP starting on the date of signature of the PA collective agreement until the subsequent PA collective agreement is signed to ensure continuity of this initiative.~~

~~The Employer further agrees to provide funds for the purposes of a joint study in the amount of fifty thousand dollars (\$50,000) to identify the need for training of health and safety committees and appropriate mechanism for any required training, in line with the National Joint Council (NJC) Directive.~~ **six hundred and fifty thousand dollars (\$650,000) to fund a pilot project to develop programs, materials, facilitator training and delivery of workshops tailored to the learning needs of occupational health and safety committees and representatives.**

~~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 – JLP Steering Committee with voice but no vote.

APPENDIX F

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 1, 2017. This period may, by mutual agreement, be extended.~~

This Memorandum of Understanding is to give effect to the agreement reached between the Treasury Board of Canada (the Employer) and the Public Service Alliance of Canada (the Alliance) regarding the issue of child care facilities and employee access to information on child care.

Following completion of the Joint National Child Care Committee (JNCCC)'s work and building on its report, the parties agree to establish a time-limited, joint working group co-chaired by a representative of the PSAC and an Employer representative (Working Group) to explore the concrete issues of child care facilities in the public service and facilitating employee access to information on child care, providing advice and analysis with respect to them. The Working Group will be comprised of an equal number of union and Employer representatives.

The Working Group will meet within ninety (90) days of the signing of the collective agreement.

The Working Group will determine its work plan and associated timeframes.

This Memorandum of Understanding expires on June 20, 2021.

**APPENDIX H
ADMINISTRATIVE SUSPENSIONS PENDING INVESTIGATIONS**

APPENDIX H - Memorandum of Agreement with Respect to Administrative Suspensions Pending Investigations

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

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

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

However, an employee subject to 1. or 2. above will be placed on administrative leave with pay until the employer appoints an investigator and the investigation has begun in the above referenced matters.

Thereafter, the employee will be administratively suspended without pay, subject to regular reassessment by the Employer.

The Employer agrees to use its best effort to prioritize the above-referenced investigations by case severity.

The timeliness of administrative suspensions will be a standing item on the National Labour Management Committee with the aim of ensuring continuous improvement.

The parties recognize the importance of the timely undertaking of processes outlined in this Appendix.

APPENDIX J

~~Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Integrated Border Services Allowance~~

- ~~1. The Employer recognizes the responsibilities associated with the integrated border services that support national security and public safety.~~
- ~~2. The Employer will provide an annual allowance to incumbents of FB positions for the performance of FB duties in the Border Services group effective as of June 21, 2013.~~
- ~~3. The Integrated Border Services Allowance shall be paid in accordance with the following table:~~

Annual allowance Border Services Group (FB)		
Positions	Annual allowance	Annual allowance (as of June 21, 2016)
Non-uniformed officers	\$1,250	\$1,750
Uniformed officers	\$1,750	\$1,750

- ~~4. This allowance shall be paid on the same basis as the employee's regular pay. An employee shall be entitled to receive the allowance for each calendar month in which he or she receives pay for at least seventy-five (75) hours for the performance of FB duties to which the allowance applies.~~
- ~~5. An employee will be entitled to receive the Border Services Allowance:~~
 - ~~i. during any period of paid leave up to a maximum of sixty (60) consecutive calendar days;~~
 - ~~or~~
 - ~~ii. during the full period of paid leave where an employee is granted injury-on-duty leave with pay.~~
- ~~6. The allowance does not form part of a FB's salary except for the calculation of the maternity and parental allowances.~~
- ~~7. A part-time employee shall be entitled to the allowance on a pro rata basis.~~
- ~~8. Effective June 21, 2016, this Appendix ceases to apply.~~

APPENDIX K

Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to One-Time Lump Sum Payment

- ~~1. The Employer recognizes the responsibilities associated with the integrated border services that support national security and public safety.~~
- ~~2. Effective on the official date of signing, the Employer will provide a one-time lump sum payment to incumbents of specific FB positions for the performance of FB duties in the Border Services group.~~
- ~~3. The one-time lump sum payment shall be paid in accordance with the following table:~~

Lump sum payment Border Services Group (FB)	
Positions	Lump sum payment
Non-uniformed officers	\$500

- ~~4. For greater certainty, only an employee who is an incumbent of a specific FB position listed above on the official date of signing of this agreement will be entitled to the one-time lump sum payment.~~
- ~~5. This memorandum expires on June 20, 2014. For greater certainty this MOU will be non-negotiable and non-renewable beyond that date.~~
- ~~6. Effective June 21, 2016, this Appendix ceases to apply.~~

APPENDIX N
MEMORANDUM OF AGREEMENT ON SUPPORTING EMPLOYEE WELLNESS

Delete appendix

APPENDIX O

**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 1, 2015. The steering committee members may, by mutual agreement, extend this period.~~

~~The ongoing responsibilities of the technical committee include:~~

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

~~those gaps could be addressed. The National Standard for Psychological Health and Safety in the Workplace should be considered a minimum standard that the Employer's occupational health and safety program may exceed.~~

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

This Memorandum of Understanding is to recognize the ongoing joint commitment of the Treasury Board of Canada (the Employer) to address issues of mental health in the workplace in collaboration with the Public Service Alliance of Canada (the Alliance)

In 2015, the Employer and the Alliance entered into a Memorandum of Understanding with respect to mental health in the workplace as part of the collective agreement which established the Joint Task Force on Mental Health (the Joint Task Force).

The Employer, based on the work of the Joint Task Force and in collaboration with the Alliance, created the Centre of Expertise on Mental Health in 2017 focused on guiding and supporting federal organizations to successfully implement measures to improve mental health in the workplace by implementing the National Standard of Canada for Psychological Health and Safety in the Workplace (the Standard). To this end, the Centre of Expertise on Mental Health was given and shall continue to have:

- **central, regional and virtual presence;**
- **an evolving mandate based on the needs of stakeholders within the federal public service; and**
- **a dedicated and long-term funding from Treasury Board.**

As the terms of the previous Memorandum of Understanding have been met, the parties agree to establish a renewed governance structure to support the Centre for Expertise on Mental Health that will include an Executive Board and an Advisory Board.

The Executive Board will consist of the Chief Human Resource Officer of Canada and the President of the Alliance. The Advisory Board will be comprised of an equal number of Union and Employer representatives. The Executive Board is responsible for determining the number and the identity of their respective Advisory Board representative.

The Executive Board shall approve the terms of reference of the Advisory Board. The Advisory Board's terms of reference may be amended from time to time by mutual consent of the Executive Board members.

This Memorandum of Understanding expires on June 20, 2021.

**NEW APPENDIX “XX”
MEMORANDUM OF AGREEMENT BETWEEN TREASURY BOARD AND THE PUBLIC
SERVICE ALLIANCE OF CANADA WITH RESPECT TO PAID MEAL PREMIUM**

All uniformed FB employees shall receive an annual paid meal premium in the amount of \$5,000.

This annual premium will be paid on a bi-weekly basis, and it will be subject to the economic increases provided for in the collective agreement. It will be paid only for the periods for which an employee is receiving regular pay (uninterrupted as a result of extended absence from work on leave with pay).

For the purposes of this Appendix, uniformed FB employees includes employees performing the duties of Border Services Officer Trainee, Border Services Officer, Inland Enforcement Officer, Criminal Investigations Officer, Intelligence Officer, Border Services Instructors and Targeting Officers.

NEW APPENDIX “XX”
MEMORANDUM OF AGREEMENT BETWEEN THE TREASURY BOARD OF CANADA AND
THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO THE GRIEVANCE
PROCEDURE

This memorandum of agreement is to give effect to the agreement reached between the Treasury Board of Canada (the Employer) and the Public Service Alliance of Canada (the Alliance) to reduce the levels of the grievance process from 4 levels to 3 levels.

The parties agree that the Employer requires 180 days from the signing of the collective agreement to make the necessary changes to the process.

The parties agree that once the 3-level process is established, new and existing grievances will follow the 3-level process.

**NEW APPENDIX “XX”
LETTER OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND
THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO WORKPLACE
CULTURE**

This letter of understanding is to give effect to the agreement reached between the Treasury Board of Canada (the Employer) and the Public Service Alliance of Canada (the Alliance) regarding the creation of a joint working committee to examine and strengthen Workplace Culture within the CBSA.

Both parties share the objective of creating and maintaining healthy work environments for all employees and agree to establish a joint committee, co-chaired by a representative from each party, to discuss and identify potential opportunities and considerations to improve the workplace culture within the CBSA.

The joint committee will meet within 30 days of the ratification of the tentative agreement to commence its work. This timeline may be extended on mutual agreement between the parties.

This letter of understanding expires on June 20, 2022.

NEW APPENDIX “XX”

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA
AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO A ONE-TIME
LUMP SUM PAYMENT FOR NON-UNIFORMED EMPLOYEES**

This memorandum is to give effect to the understanding reached between the Treasury Board of Canada (the Employer) and the Public Service Alliance of Canada (the Alliance) in negotiations for the renewal of the agreement covering the Border Services (FB) bargaining unit.

Non-uniformed FB employees (i.e. FB employees not in receipt of the paid meal premium) who are members of the bargaining unit on the date of signing of this collective agreement will receive a one-time lump sum payment of \$1,000.

This memorandum expires on June 20, 2022. For greater certainty this MOU will be non-negotiable and non-renewable beyond that date.

NEW APPENDIX “XX”

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA
AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO ARTICLE 41
LEAVE WITHOUT PAY FOR CARE OF FAMILY AND VACATION SCHEDULING**

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

The parties agree to establish a joint consultation committee to discuss issues raised by the Employer concerning operational challenges associated with the scheduling of Article 41 leave in conjunction with vacation scheduling. The committee shall meet within sixty (60) days of ratification. The mandate of the committee shall be to discuss matters subject to this appendix and, where possible, provide recommendations to the parties to resolve identified problems.

This memorandum expires on June 20, 2022.

COMMITMENT LETTER FROM CBSA ADMINISTRATIVE INVESTIGATIONS

The CBSA is committed to continuing the consultation on the new *CBSA Guidance on Administrative Investigations into Alleged or Suspected Employee Misconduct* where the role of the union representative during the investigation process will be clearly defined. The CBSA recognizes that the union representative may participate in good faith in the discussion and contribute to the clarification of the situation.

The CBSA commits that the Personnel Security and Professional Standards Division management will receive a copy of this communication within a week of ratification of the parties' agreement.

COMMITMENT LETTER FROM TBS PENSION

The employer will commit to resubmit the Border Services (FB) group's proposal to introduce legislative amendments providing enhanced early retirement benefits under the public service pension plan, and to facilitate an expedited opportunity to bring-forward its related business case to the Public Service Pension Advisory Committee (PSPAC).

The employer will endeavour to facilitate a streamlined process to have these issues reviewed and ensure that related recommendations are brought forward in a timely manner.

It is further acknowledged that the PSPAC has recently launched a Special Working Group (SWG) to review the Operational Services (early retirement) program under the public service pension plan and provide committee members with analysis and recommendations regarding eligibility criteria and broader program policy issues. The SWG is comprised of representatives from the Treasury Board of Canada Secretariat, various departmental representatives, and PSPAC Technical Advisors, including employee representatives. The employer is committed to supporting the working group with timely data, analysis and advice with the objective of accelerating the timelines of this review.

The Employer agrees to provide the Alliance with regular updates concerning the status of the FB group proposal.