



Treasury Board of Canada  
Secretariat

Secrétariat du Conseil du Trésor  
du Canada

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

**NEGOTIATIONS FOR THE RENEWAL  
OF THE COLLECTIVE AGREEMENT  
EXPIRING ON JUNE 20, 2022**

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## INTRODUCTION

With consideration to the safety and security of Canadians, as well as supporting the continuous improvement of service to Canadians, the Employer's negotiation objectives for this round of bargaining are to:

- preserve and enhance management authorities to continue to effectively and efficiently meet operational requirements;
- enhance flexibilities with regards to hours of work provisions;
- support pay administration simplification; and
- address departmental operating priorities.

The Government of Canada is committed to reaching a collective agreement that is fair to employees, mindful of economic and fiscal context and reasonable for Canadians.

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

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

The Employer also proposes that articles of the agreement which are not modified, deleted or ultimately dealt with by the parties as proposals shall be renewed with only appropriate editorial modification to ensure compatibility with other articles as finally agreed. Those provisions or Memoranda of Understanding that have expired or are set to expire upon the signing of a new collective agreement shall not be renewed.

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

The Employer reserves the right to discuss rates of pay and duration at a later time during the negotiation process.

## ADMINISTRATIVE CHANGES

### ARTICLE 33 - LEAVE, GENERAL, AND ARTICLE 34 – VACATION LEAVE WITH PAY

*The Employer wishes to remove reference to furlough leave.*

~~33.06 An employee who, on the day that this agreement is signed, is entitled to receive furlough leave, that is, five (5) weeks' leave with pay upon completing twenty (20) years of continuous employment, retains his or her entitlement to furlough leave, subject to the conditions respecting the granting of such leave that are in force on the day that this agreement is signed.~~

*(Renumber accordingly)*

#### 34.05

[...]

#### a. [...]

- i. not to cancel or alter a period of vacation ~~or furlough~~ leave which has been previously approved in writing.

~~34.06~~ The Employer shall give an employee as much notice as is practicable and reasonable of approval, denial, alteration or cancellation of a request for vacation ~~or furlough~~ leave. In the case of denial, alteration or cancellation of such leave, the Employer shall give the reason therefore in writing, upon written request from the employee.

#### 34.09 Recall from vacation leave

- a. Where an employee is recalled to duty during any period of vacation ~~or furlough~~ leave, the employee shall be reimbursed for reasonable expenses that the employee incurs:  
[...]
- b. The employee shall not be considered as being on vacation leave ~~or furlough~~ leave during any period in respect of which the employee is entitled under paragraph (a) to be reimbursed for reasonable expenses incurred by the employee.

#### 34.10 Cancellation or alteration of vacation leave

When the Employer cancels or alters a period of vacation ~~or furlough~~ leave which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate such losses.

[...]

**34.13** When an employee dies or otherwise ceases to be employed, the employee's estate or the employee shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation and furlough leave to the employee's credit by the daily rate of pay, as calculated from the classification prescribed in the certificate of appointment on the date of the termination of employment.

**34.16 Appointment to a separate agency**

Notwithstanding clause 34.13, an employee who resigns to accept an appointment with an organization listed Schedule V of the Financial Administration Act may choose not to be paid for unused vacation and furlough leave credits, provided that the appointing organization will accept such credits.

**34.17 Appointment from a separate agency**

The Employer agrees to accept the unused vacation and furlough leave credits, up to a maximum of two hundred and sixty-two decimal five (262.5) hours, of an employee who resigns from an organization listed in Schedule V of the Financial Administration Act in order to take a position with the Employer if the transferring employee is eligible and has chosen to have these credits transferred.

**ARTICLE 25 – HOURS OF WORK  
UNPAID MEAL BREAK**

*The Employer proposes to replace all references to “lunch period”, “meal period” and “meal break” with references to “unpaid meal break” for consistency purposes.*

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

[...]

**Day work**

**25.06** Except as provided for in clauses 25.09, 25.10 and 25.11:

- a. the normal workweek shall be thirty-seven decimal five (37.5) hours from Monday to Friday inclusive; and
- b. the normal workday shall be seven decimal five (7.5) consecutive hours, exclusive of an ~~lunch period~~ **unpaid meal break**, between the hours of 7 am and 6 pm.

[...]

**25.13** When, because of operational requirements, hours of work are scheduled for employees on a rotating or irregular basis, or on a non-rotating basis where the employer requires employees to work hours later than 6 pm and/or earlier than 7 am, they shall be scheduled so that employees, over a period of not more than fifty-six (56) calendar days:

- a. on a weekly basis, work an average of thirty-seven decimal five (37.5) hours and an average of five (5) days;
- b. work seven decimal five (7.5) consecutive hours per day, exclusive of a one half (1/2) hour **unpaid meal break** ~~meal period~~;
- c. obtain an average of two (2) days of rest per week;
- d. obtain at least two (2) consecutive days of rest at any one time except when days of rest are separated by a designated paid holiday which is not worked; the consecutive days of rest may be in separate calendar weeks.

[...]

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

[...]

### **Terms and conditions governing the administration of variable hours of work**

#### **25.27**

- a. The scheduled hours of work of any day as set forth in a variable schedule specified in clause 25.25 may exceed or be less than seven decimal five (7.5) hours; starting and finishing times, **unpaid** meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer; and the daily hours of work shall be consecutive.

**ARTICLE 38 MATERNITY LEAVE WITHOUT PAY**  
**ARTICLE 40 – PARENTAL LEAVE WITHOUT PAY**

*This is applicable to the French version of the agreement only.*

**38.02**

[...]

- i. Si l'employée devient admissible à une augmentation d'échelon de rémunération ou à un rajustement de traitement qui augmenterait son indemnité de maternité **pendant qu'elle reçoit une indemnité de maternité**, cette indemnité sera rajustée en conséquence.

**40.02**

[...]

**Option 1: standard parental allowance**

- i. Si l'employé-e devient admissible à une augmentation d'échelon de rémunération ou à un rajustement de traitement qui augmenterait son indemnité parentale **pendant qu'il ou elle touche des prestations parentales**, ces prestations seront rajustées en conséquence.

**ARTICLE 40 - PARENTAL LEAVE WITHOUT PAY**

**40.03**

**Special parental allowance for totally disabled employees**

- a. An employee who:

[...]

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



## OTHER CHANGES

### ARTICLE 2 - INTERPRETATION AND DEFINITIONS

*The Employer wishes to clarify current language:*

“common-law partner” (conjoint de fait)

means a person ~~living~~ **cohabiting** in a conjugal relationship with an employee for a continuous period of at least one (1) year.

[...]

“continuous employment” (emploi continu)

has the same meaning as specified in the existing *Directive on Terms and Conditions of Employment of the Employer on the date of signing of this agreement*.

**VARIOUS ARTICLES**  
**EXTRA DUTY WORK PERFORMED FROM A REMOTE LOCATION**

*The Employer is proposing the following modifications to Article 28: Overtime, Article 29: Standby and Article 30: Designated Paid Holidays to distinguish between when an employee physically reports to the workplace versus when the employee works remotely from the employee's residence or at another place to which the Employer agrees.*

**28.04 Overtime compensation on a workday**

Subject to paragraph 28.02(a):

- a. An employee who is required to work overtime on his or her scheduled workday is entitled to compensation at time and one half (1 1/2) for the first seven decimal five (7.5) consecutive hours of overtime worked and at double (2) time for all overtime hours worked in excess of seven decimal five (7.5) consecutive hours of overtime in any contiguous period.
- b. If an employee is given instructions during the employee's workday to work overtime on that day and reports for work at a time which is not contiguous to the employee's scheduled hours of work, the employee shall be paid:
  - i. a minimum of two (2) hours' pay at straight-time rate or for actual overtime worked at the applicable overtime rate, whichever is the greater **when the employee has to physically report to the workplace;**
  - or
  - ii. **For actual overtime worked at the applicable overtime rate when, at the discretion of the Employer, the employee works at their residence or at another place to which the Employer agrees.**
- c. An employee who is called back to work after the employee has completed his or her work for the day and has **physically** left his or her place of work, and who **physically** returns to **the workplace** shall be paid the greater of:
  - i. compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay ~~for each call-back, to a maximum of eight (8) hours' compensation in an eight (8) hour period;~~ **which shall apply only the first time an employee performs work during an eight (8) hour period.** Such maximum shall include any reporting pay pursuant to paragraph (b) or its alternate provision,
  - or
  - ii. compensation at the applicable overtime rate for actual overtime worked,

provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

- d. The minimum payment referred to in subparagraph (c)(i) does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 60.06 or 60.07.

### 28.05 Overtime compensation on a day of rest

Subject to paragraph 28.02(a):

...

- c. When an employee is required to **physically** report ~~for~~ **to the** workplace and reports **to the workplace** on a day of rest, the employee shall be paid the greater of:
  - i. compensation equivalent to three (3) hours' pay at the applicable overtime rate ~~for each reporting, to a maximum of eight (8) hours' compensation in an eight (8) hour period~~ **which shall apply only the first time an employee performs work during an eight (8) hour period;**
  - or
  - ii. compensation at the applicable overtime rate.
- d. **An employee who is required to work on a day of rest may, at the discretion of the Employer, work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid for the time actually worked at the applicable overtime rate;**
- e. The minimum payment referred to in subparagraph (c)(i) does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause ~~60~~**1.06**.

### 28.07 Meals

[...]

- c. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.
- d. Meal allowances under this clause shall not apply:
  - ii. to an employee who is in travel status, which entitles the employee to claim expenses for lodging and/or meals;
  - or**
  - iii. **to an employee who has obtained authorization to work at the employee's residence or at another place to which the Employer agrees.**

### Article 29: Standby

[...]

## 29.02

[...]

- d. An employee on standby who is required to **physically** report ~~for~~ **to the workplace** and reports **to the workplace** shall be compensated in accordance with paragraph **28.04 (b)(i)**, 28.04(c) or 28.05(c), and is also eligible for reimbursement of transportation expenses in accordance with clause 28.08.
- e. **An employee on standby who is required to work may, at the discretion of the Employer, work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be compensated at the applicable overtime rate for any time worked.**

## 30.08 Reporting for work on a designated holiday

- a. When an employee is required to **physically** report ~~for~~ **to the workplace** and reports **to the workplace** on a designated holiday, the employee shall be paid the greater of:
  - i. compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay ~~for each reporting, to a maximum of eight (8) hours' compensation in an eight (8) hour period,~~ **which shall apply only the first time an employee performs work during an eight (8) hour period,** such maximum shall include any reporting pay pursuant to paragraph 28.04(c);
  - or
  - ii. compensation in accordance with the provisions of clause 30.07.
- b. **An employee required to work on a designated holiday may, at the discretion of the Employer, work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid for the time actually worked at the applicable overtime rate.**
- c. ~~b.~~ The minimum payment referred to in subparagraph (a)(i) does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause ~~60~~**1.10** of this agreement.
- d. ~~e.~~ When an employee is required to **physically** report ~~for~~ **to the workplace** and reports **to the workplace** under the conditions described in paragraph (a) and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

[...]

**VARIOUS ARTICLES  
HOURS OF WORK – ENHANCED FLEXIBILITIES**

*In the interest of supporting the continuous improvement of service to Canadians, the Employer wishes to discuss options to explore enhanced flexibilities with regards to the hours of work provisions, which may require consequential changes on other provisions, such as but not limited to overtime, call back, shift work, standby and travelling time.*

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**ARTICLE 7 – NATIONAL JOINT COUNCIL AGREEMENTS****7.03**

- a. The following directives, as amended from time to time by National Joint Council recommendation, which have been approved by the Treasury Board of Canada, form part of this agreement:
- *Bilingualism Bonus Directive*
  - *Commuting Assistance Directive*
  - *First Aid to the General Public: Allowance for Employees*
  - *Foreign Service Directives*
  - *Isolated Posts and Government Housing Directive*
  - ~~*Memorandum of Understanding on Definition of Spouse*~~
  - *Public Service Health Care Plan Directive*
  - *NJC Relocation Directive*
  - *Travel Directive*
  - *Uniforms Directive*
  - ~~**Occupational safety and health**~~
  - *Occupational Safety and Health Directive*
    - ~~*Committees and Representatives Directive*~~
    - ~~*Motor Vehicle Operations Directive*~~
    - ~~*Pesticides Directive*~~
    - ~~*Refusal to Work Directive*~~

## ARTICLE 10 - INFORMATION

### 10.02

The Employer agrees to supply each employee with a copy of this Agreement and will endeavour to do so within one (1) month after receipt from the printer. **Employees of the bargaining unit will be given electronic access to the collective agreement. Where electronic access to the agreement is unavailable or impractical, an employee will be supplied with a printed copy of the agreement upon request.**

## ARTICLE 12: USE OF EMPLOYER FACILITIES

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

**12.03** A duly accredited representative of the Alliance may be permitted access to the Employer's premises, ~~including vessels,~~ to assist in the resolution of a complaint or grievance and to attend meetings called by management and/or meetings with Alliance-represented employees. Permission to enter the premises shall, in each case, be obtained from the Employer. Such permission shall not be unreasonably withheld. ~~In the case of access to vessels, the Alliance representative upon boarding any vessel must report to the Master, state his or her business and request permission to conduct such business. It is agreed that these visits will not interfere with the sailing and normal operation of the vessels.~~



**ARTICLE 14 - LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS****14.14**

Leave granted to an employee under clauses 14.02, 14.09, 14.10, 14.12 and 14.13 will be with pay **for a total cumulative maximum period of 3 months per fiscal year** 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 J. **Clause 14.14 expires on the expiry of the collective agreement, or upon implementation of the Next Generation Human Resources and Pay system, whichever comes first.**

**ARTICLE 17 - DISCIPLINE****17.05**

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

## ARTICLE 18 – GRIEVANCE PROCEDURE

*The Employer wishes to discuss the grievance procedure.*

[...]

**18.11** There shall be no more than a maximum of ~~four (4)~~ **three (3)** levels in the grievance procedure. These levels shall be as follows:

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

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

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

[...]

**ARTICLE 24 - TECHNOLOGICAL CHANGE****24.04**

The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than ~~one hundred and eighty (180)~~ **thirty (30)** days' written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

## ARTICLE 25 – HOURS OF WORK

### 25.12

- a. An employee on day work whose hours of work are changed to extend before or beyond the stipulated hours of 7 am and 6 pm as provided in paragraph 25.06(b), and who has not received at least ~~seven (7) days~~ **forty-eight (48) hours**’ notice in advance of the starting time of such change shall be paid for the first (1st) day or shift worked subsequent to such change at the rate of time and one half (1 1/2) for the first seven decimal five (7.5) hours and double (2) time thereafter. Subsequent days or shifts worked on the revised hours shall be paid for at straight-time rate, subject to Article 28: overtime.

[...]

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

- a. midnight to 8 am, 8 am to 4 pm, and 4 pm to midnight  
or, alternatively,
- b. 11 pm to 7 am, 7 am to 3 pm, and 3 pm to 11 pm.

**Notwithstanding the above-noted standard shift schedule, starting and finishing times shall be determined according to operational requirements as determined by the Employer.**

[...]

### 25.21

- a. An employee who is required to change his or her scheduled shift without receiving at least ~~seven (7)~~ **forty-eight (48) hours**’ notice in advance of the starting time of such change in his or her scheduled shift shall be paid for the first (1st) shift worked on the revised schedule at the rate of time and one half (1 1/2) for the first (1st) seven decimal five (7.5) hours and double (2) time thereafter. Subsequent shifts worked on the revised schedule shall be paid for at straight-time rate, subject to Article 28: overtime.
- b. Every reasonable effort will be made by the Employer to ensure that the employee returns to his or her original shift schedule and returns to his or her originally scheduled days of rest for the duration of the master shift schedule without penalty to the Employer.
- c. **Paragraphs (a) and (b) on shift change do not apply when employees are required to attend mandatory training for this group.**

**ARTICLE 25 – HOURS OF WORK AND  
APPENDIX B – MEMORANDUM OF UNDERSTANDING (...) WITH RESPECT TO  
THE VARIABLE SHIFT SCHEDULING ARRANGEMENTS**

**25.24 Variable shift schedule arrangements**

*The Employer would like to engage in a discussion on the management of variable shift scheduling arrangements.*

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

*The Employer wishes to discuss this Appendix.*

**ARTICLE 27 - SHIFT AND WEEKEND PREMIUMS****27.02 Weekend premium**

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

**ARTICLE 28 – OVERTIME AND  
APPENDIX L – MEMORANDUM OF UNDERSTANDING (...) PAID MEAL PREMIUM**

**28.02 General**

...

c) For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked. **Uniformed employees in receipt of the annual paid meal allowance provided under Appendix L will not receive overtime compensation when required to perform work during unpaid meal breaks in the course of their regularly scheduled hours of work.**

**28.02 d):** Payments provided under the overtime, designated paid holidays, **paid meal allowance (as per the relevant appendix)**, and standby provisions of this agreement shall not be pyramided, that is, an employee shall not be compensated more than once for the same service.

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

**Notwithstanding the provisions of article 25: hours of work and article 28: overtime, uniformed employees in receipt of the annual paid meal premium under this Appendix are excluded from overtime compensation when required to perform work during unpaid meal breaks in the course of their regularly scheduled hours of work.**



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## ARTICLE 28 – OVERTIME

### 28.05 Overtime compensation on a day of rest

Subject to paragraph 28.02(a):

- a. An employee who is required to work on a ~~first (1st)~~ day of rest is entitled to compensation at time and one half (1 1/2) for the first (1st) seven decimal five (7.5) hours and double (2) time thereafter.
- b. An employee who is required to work on a second (2nd) or subsequent day of rest is entitled to compensation at double (2) time, **provided that the employee also worked on the first (1<sup>st</sup>) day of rest** (second (2nd) or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest).

**ARTICLE 28 – OVERTIME AND  
ARTICLE 30 – DESIGNATED PAID HOLIDAY**

**28.08 Transportation expenses**

- a. When an employee is required to report for work and reports under the conditions described in paragraphs 28.04(b), (c) and 28.05(c) and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:
  - i. kilometric allowance, **up to seventy-five (75) kilometers**, at the rate normally paid to an employee when authorized by the Employer to use his or her automobile, when the employee travels by means of his or her own automobile;  
[...]

**30.08 Reporting for work on a designated holiday**

[...]

- d. [...]
  - i. kilometric allowance, **up to seventy-five (75) kilometers**, at the rate normally paid to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of his or her own automobile;  
or
  - ii. out-of-pocket expenses for other means of commercial transportation.

**ARTICLE 30 – DESIGNATED PAID HOLIDAY**

**30.02 For greater certainty, employees who do not work on a Designated Paid Holiday are entitled to seven decimal five (7.5) hours pay at the straight-time rate.”**

*(New clause – Renumber subsequent clauses consequentially)*

[...]

**30.09 Scheduling of shift-working employees on a designated holidays**

*The Employer would like to engage in a discussion regarding clause 30.09, the scheduling of shift-working employees on a designated paid holiday*

**ARTICLE 33 - LEAVE, GENERAL**

~~33.03 An employee is entitled, once in each fiscal year, to be informed, upon request, of the balance of his or her vacation and sick leave credits.~~

[...]

*The Employer wishes to clarify current language:*

**33.09** An employee shall not earn **or be granted** leave credits under this agreement in any month **nor in any fiscal year** for which leave has already been credited **or granted** to him or her under the terms of any other collective agreement to which the Employer is a party or under other rules or regulations of the Employer **applicable to organizations within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*.**

## ARTICLE 34 - VACATION LEAVE WITH PAY

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

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

### 34.03

- a.
  - i. For the purpose of clause 34.02 **and 34.18** only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave.
  - ii. For the purpose of clause 34.03(a)(i) only, effective April 1, 2012, on a go-forward basis, any former service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force while on class B or C service, shall also be included in the calculation of vacation leave credits.

[...]

### 34.18

- a. An employee shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 34.03. **For clarity, employees shall be credited the leave described in 34.18(a) only once in their total period of employment in the public service.**
- b. The vacation leave credits provided in paragraph 34.18(a) above shall be excluded from the application of paragraph 34.11, dealing with the carry-over and/or liquidation of vacation leave.

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**ARTICLE 41 - LEAVE WITHOUT PAY FOR THE CARE OF FAMILY****41.02**

**Subject to operational requirements,** an employee ~~shall~~ **may** be granted leave without pay for the care of family in accordance with the following conditions:

- a. an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
- b. leave granted under this article shall be for a minimum period of **twelve (12)** ~~three (3)~~ weeks;
- c. the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the public service;
- ~~d. leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery;~~
- d. **an employee who intends to take leave granted for a period of one (1) year or less during the summer leave period will submit their leave request on or before April 15, and on or before September 15 for the winter leave period.**

**ARTICLE 46 – BEREAVEMENT LEAVE WITH PAY**

**46.01** For the purpose of this article, “family” is defined as 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 with pay under 46.02~~1~~**1**(a) only once during the employee’s total period of employment in the public service.

**ARTICLE 55 - STATEMENT OF DUTIES****55.01**

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



**ARTICLE 63 – PAY ADMINISTRATION**

~~63.08~~ When the regular payday for an employee falls on his or her day of rest, every effort shall be made to issue his or her cheque on his or her last working day, provided it is available at his or her regular place of work.

## ARTICLE 65 - DURATION

*The Employer wishes to discuss the duration.*

**APPENDIX A**  
**FB: BORDER SERVICES GROUP ANNUAL RATES OF PAY**

*The Employer wishes to discuss the rates of pay and pay notes.*

**APPENDIX C  
WORKFORCE ADJUSTMENT**

*The Employer wishes to discuss changes to the Appendix.*

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

*The Employer wishes to discuss the Memorandum of Understanding with respect to implementation of the collective agreements.*

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

[...]

~~The Employer further agrees to provide 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.~~

[...]

## APPENDIX H

### MEMORANDUM OF UNDERSTANDING SALARY PROTECTION: ~~RED CIRCLING~~

#### General

[...]

3. This Memorandum of Understanding supersedes the *Directive on Terms and Conditions of Employment Regulations Respecting Pay on Reclassification or Conversion* where the **Directive is** ~~Regulations are~~ inconsistent with the Memorandum of Understanding.

[...]

#### Part I

Part I of this Memorandum of Understanding shall apply to the incumbents of positions which will be reclassified to a group and/or level having a lower attainable maximum rate of pay after the date this Memorandum of Understanding becomes effective.

[...]

2. Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former group and level. In respect to the pay of the incumbent, this may be cited as Salary Protection Status and subject to section 3(b) below shall apply until the position is vacated or the attainable maximum of the reclassified level, as revised from time to time, becomes greater than that applicable, as revised from time to time, to the former classification level. Determination of the attainable maximum rates of pay shall be in accordance with the *Directive on Terms and Conditions of Employment Retroactive Remuneration Regulations*.

#### Part II

~~Part II of the Memorandum of Understanding shall apply to incumbents of positions who are in holding rates of pay on the date this Memorandum of Understanding becomes effective.~~

- ~~1. An employee whose position has been downgraded prior to the implementation of this memorandum and is being paid at a holding rate of pay on the effective date of an economic increase and continues to be paid at that rate on the date immediately prior to the effective date of a further economic increase, shall receive a lump sum payment equal to one hundred per cent (100%) of the economic increase for the employee's former group and level (or where a performance pay plan applied to the incumbent, the adjustment to the attainable maximum rate of pay) calculated on his annual rate of pay.~~

- ~~2. An employee who is paid at a holding rate on the effective date of an economic increase, but who is removed from that holding rate prior to the effective date of a further economic increase by an amount less than he would have received by the application of paragraph 1 of Part II, shall receive a lump sum payment equal to the difference between the amount calculated by the application of paragraph 1 of Part II and any increase in pay resulting from his removal from the holding rate.~~

[...]

**This memorandum of understanding expires on the same date as the collective agreement following the revision of the Directive on Terms and Conditions of Employment.**



**APPENDIX J**  
**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA IN RESPECT TO LEAVE FOR UNION BUSINESS: COST RECOVERY**

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

**The parties agree to this MOU as a direct result of current Phoenix pay system implementation concerns related to the administration of leave without pay 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 14.14 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.~~

As per clause 14.14 of this collective agreement, effective on date of signing:

- Leave granted to an employee under clauses 14.02, 14.09, 14.10, 14.12 and 14.13 of the collective agreement will be with pay **for a total cumulative maximum period of three (3) months per fiscal year;**
- ~~• 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 this agreement.~~

This MOU confirms the terms established by joint agreement between the Employer and the Alliance are as follows:

- It is agreed that leave with pay granted under the above-noted clauses for Alliance business will be paid for by the Employer effective on the date of signing of this collective agreement, pursuant to this MOU. The Alliance shall then compensate the Employer by remitting an amount equivalent to the actual gross salary paid for each person-day, in addition to which shall also be paid the Employer by the Alliance an amount equal to six per cent (6%) of the actual gross salary paid for each person-day, which sum represents the Employer's contribution for the benefits the employee acquired at work ~~as per the terms established in the appendices noted above.~~
- On a bimonthly basis and within one hundred and twenty (120) days of the end of the relevant period of leave, the hiring department/agency will invoice the Alliance or Component for the amount owed to them by virtue of this understanding. The amount of the gross salaries and the number of days of leave taken for each employee will be included in the statement.
- The Alliance or Component agrees to reimburse the department/agency for the invoice within sixty (60) days of the date of the invoice.

**This Memorandum of Understanding expires on the expiry of the collective agreement, or upon implementation of the Next Generation Human Resources and Pay system, whichever comes first.**

**APPENDIX O**  
**LETTER OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA**  
**AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO**  
**WORKPLACE CULTURE**

*The Employer wishes to discuss changes to the Appendix.*

**APPENDIX P**  
**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 THE CARE OF FAMILY AND**  
**VACATION SCHEDULING**

*The Employer wishes to discuss the Appendix.*

## PAY SIMPLIFICATION

*The Employer wishes to discuss pay simplification opportunities.*