



TREASURY BOARD NEGOTIATIONS 2022

Border Services (FB)

16-17 June 2022

Preamble:

This document represents bargaining proposals of the Public Service Alliance of Canada for this round of negotiations for the Border Services group (FB). These proposals are being submitted without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

The Public Service Alliance of Canada reserves the right to add to, amend, modify, and withdraw its proposals at any time during Collective Bargaining, to introduce counter-proposals to the Employer's demands, and to introduce new demands that might emerge from discussions at the bargaining table or from new information obtained during negotiations.

The workers covered under this agreement work proudly on behalf of Canadians. Accordingly, the Union is introducing language and reserves the right to introduce additional language to maintain and improve the quality and level of the public services provided to Canadians.

Where the word RESERVE appears, it means that the Union reserves the right to make proposals at a later date. In particular, the Public Service Alliance of Canada reserves the right to introduce a comprehensive wage proposal at an appropriate time during negotiations.

If neither party has a proposal on a specific clause or article, that clause or article shall be renewed.

Finally, the Union requests of the Employer disclosure of any plans for changes at its administrative or workplace level that may affect this round of negotiations and reserves the right to make additional proposals after receiving this information.

NEW ARTICLE EARLY RETIREMENT FOR FB WORKERS

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

ARTICLE 2 INTERPRETATION AND DEFINITIONS

“family” (famille) except where otherwise specified in this agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, stepbrother, stepsister, spouse (including common-law partner resident with the employee), child (including child of common-law partner), **stillborn or miscarried child or fetus (including stillborn or miscarried child or fetus of the common-law partner)**, stepchild, foster child or ward of the employee, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, **sister-in-law, brother-in-law, aunt, uncle, niece, nephew**, the employee’s grandparents and relative permanently residing in the employee’s household or with whom the employee permanently resides, **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.**

“**Service**” (*service*) means:

RESERVE

ARTICLE 7

NATIONAL JOINT COUNCIL AGREEMENTS

RESERVE (Bilingual Bonus)

7.XX With the exception of those employees who are subject to the Bilingual Bonus as per (xx), no employee shall be required by the Employer to provide language interpretation or translation services for the Employer.

ARTICLE 13 EMPLOYEE REPRESENTATIVES

13.01 The Employer acknowledges the right of the Alliance to appoint or otherwise select employees as representatives.

13.02 ~~The Alliance and the Employer shall endeavour in consultation to determine the jurisdiction of each representative, having regard to the plan of organization, the number and distribution of employees at the workplace and the administrative structure implied by the grievance procedure. Where the parties are unable to agree in consultation, any dispute shall be resolved by the grievance/adjudication procedure.~~

13.032 The Alliance shall notify the Employer in writing of the names and jurisdictions of its representatives ~~identified pursuant to clause 13.02.~~

13.04-3

(a) A representative shall ~~obtain the~~ **be granted** permission of his or her immediate supervisor before leaving his or her work to investigate employee complaints ~~of an urgent nature~~, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. ~~Such permission shall not be unreasonably withheld.~~ Where practicable, the representative shall report back to his or her supervisor before resuming his or her normal duties.

(b) Where practicable, when management requests the presence of an Alliance representative at a meeting, such request will be communicated to the employee's supervisor.

(c) An employee shall not suffer any loss of pay when permitted to leave his or her work under paragraph (a).

13.054 The Alliance shall have the opportunity to have an employee representative introduced to new employees as part of the Employer's formal orientation programs, ~~where they exist.~~

13.xx **The Employer shall grant leave with pay to an employee acting on behalf of the Alliance for the purposes of preparation for:**

i) Grievances

and

- ii) any meeting or undertaking in which an employee may be provided Alliance representation under this Article, Article 17 or Article 18.**

ARTICLE 14

LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

Meetings During the Grievance Process

14.07 Where an employee representative wishes to discuss a grievance with an employee who has asked or is obliged to be represented by the Alliance in relation to the presentation of his or her grievance, the Employer will, where operational requirements permit, give them reasonable leave with pay for this purpose ~~when the discussion takes place in their headquarters area and reasonable leave without pay when it takes place outside their headquarters area.~~

14.08 Subject to operational requirements,

- (a) when the Employer originates a meeting with a grievor ~~in his headquarters area, he or she will be granted leave with pay and "on duty" status when the meeting is held outside the grievor's headquarters area;~~
- (b) when a grievor seeks to meet with the Employer, he or she will be granted leave with pay ~~when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area;~~
- (c) when an employee representative attends a meeting referred to in this clause, he or she will be granted leave with pay ~~when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area.~~

14.14 Leave **without pay** granted to an employee under **this** Article, **with the exception of article 14.15, 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 the joint agreement in Appendix J.

14.15 Branch Presidents

The Employer will grant leave with pay to employees who exercise the authority of Branch President, or National CIU Representative other than the National President, on behalf of the Alliance so that such employees may undertake the duties associated with their office.

- 14.16 When an Employee is hired into an Alliance staff position and provides a minimum of two (2) weeks' notice, the Employer shall grant a leave of absence without pay and without loss of service for the duration of such leave for up to one (1) year. During this time period, the employee may, upon two (2) weeks' written notice, be returned to the position held immediately prior to the commencement of the leave.**
- 14.17 When operational requirements permit, the Employer will grant leave without pay to employees for any other union business validated by the Alliance with an event letter.**

ARTICLE 17 DISCIPLINE

NEW

17.01 No disciplinary measure in the form of a notice of discipline, suspension or discharge or any other form shall be imposed on any employee without:

a) just, reasonable and sufficient cause;

and

b) without his/her receiving beforehand or at the same time a written notice showing the grounds on which a disciplinary measure is imposed.

17.01-2

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

In any arbitration relating to a disciplinary measure, the burden of proof shall be confined to the grounds mentioned in the notice referred to in 17.01 above.

17.023

When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary, administrative or investigative hearing concerning him or her or to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Alliance attend the meeting **so that said representative may participate in good faith to the discussion and contribute to the clarification of the situation.**

~~Where practicable, t~~**The employee and his/her Alliance representative** shall receive a minimum of two (2) days' notice of such a meeting.

17.034 The Employer shall notify the local representative of the Alliance as soon as possible that such suspension, ~~or~~ **termination or investigative or administrative meeting** has occurred.

17.045 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of

which the employee was not aware of at the time of filing or within a reasonable period thereafter.

- 17.056** Any document or written statement related to disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after ~~two (2)~~ **one (1)** years have ~~has~~ elapsed since the **date on which the incident which gave rise to the disciplinary action was taken took place**, provided that no further disciplinary action has been recorded during this period.

NEW

- 17.07** In the case of suspension and termination, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the written notice consistent with 17.01.

- 17.xx**
- a) The Employer agrees that every effort shall be made to ensure that any disciplinary investigation, administrative investigation or any other form of investigation subject to this article shall be carried out in as timely a fashion as possible.
 - b) In no case shall any investigation, conclusion of investigation, delivery of findings and administration of discipline or removal of tools and/or security clearance subject to this Article exceed thirty (30) calendar days.
 - c) No discipline, removal of tools or removal of security clearance shall be administered to an employee should the Employer fail to adhere to b) above.

17.xx Electronic surveillance

At no time may electronic surveillance systems be used to evaluate employee performance or to gather evidence in support of disciplinary measures, unless such disciplinary measures result from a criminal act.

ARTICLE 18 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. Level 2 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.

18.23 Where it appears **to the grievor and, where applicable, the Alliance**, that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels except the final level may be eliminated by ~~agreement of the Employer and the grievor~~, and, where applicable, the Alliance.

ARTICLE 19 NO DISCRIMINATION

RESERVE

ARTICLE 20
SEXUAL HARASSMENT AND ABUSE OF AUTHORITY

RESERVE

ARTICLE 22 HEALTH AND SAFETY

The Alliance reserves on this Article pending discussion with the Employer about its work alone policy and adherence to changes in the Canada Labour Code.

ARTICLE 24 TECHNOLOGICAL CHANGE

24.01 ~~The parties have agreed that, in cases where, as a result of technological change, the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, Appendix C, Workforce Adjustment, will apply. In all other cases, the following clauses will apply.~~

The parties agree that no employee shall suffer job loss as a result of technological change, nor shall any bargaining unit positions be eliminated as a result of technological change.

24.02 In this Article, “technological change” means:

- (a) the introduction by the Employer of equipment or material, **systems or software** of a different nature than that previously utilized;
and
- (b) a change in the Employer's operation directly related to the introduction of that equipment, or material, **systems or software**.

24.03 Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.

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)~~ **three hundred and sixty (360)** 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.

24.05 The written notice provided for in clause 24.04 will provide the following information:

- (a) the nature and degree of the technological change;
- (b) the date or dates on which the Employer proposes to effect the technological change;
- (c) the location or locations involved;
- (d) the approximate number and type of employees likely to be affected by the technological change;
- (e) the effect that the technological change is likely to have on the terms and conditions of employment of the employees affected.

- (f) **the business case and all other documentation that demonstrates the need for the technological change and the complete formal and documented risk assessment that was undertaken as the change pertains to the employees directly impacted, all employees who may be impacted and to the citizens of Canada if applicable, and any mitigation options that have been considered.**

24.06 As soon as reasonably practicable after notice is given under clause 24.04, the Employer shall consult meaningfully with the Alliance, **at a mutually agreed upon time**, concerning the rationale for the change and the topics referred to in clause 24.05 on each group of employees, including training.

24.07 **The parties agree that technological change shall not be implemented where such implementation may potentially put national security at risk.**

24.08 When, as a result of technological change, ~~the Employer determines that~~ an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Employer will ~~make every reasonable effort to~~ provide the necessary training during the employee's working hours without loss of pay and at no cost to the employee.

ARTICLES 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 a.m. and 6 p.m., as provided in paragraph 25.06(b), and who has not received at least seven (7) days' 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.

(b) **Late-Hour Premium**

An employee who is not a shift worker and who completes his workday in accordance with the provisions of paragraph 25.11(b) shall receive a late-hour premium of seven dollars (\$7) per hour for each hour worked before 7 a.m. and after 6 p.m. ~~The late-hour premium shall not apply to overtime hours.~~

Shift Work

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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 p.m. and/or earlier than 7 a.m., 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 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.~~

25.14 The Employer will make every reasonable effort:

- (a) not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift;
- and
- (b) to avoid excessive fluctuation in hours of work.

25.15 The staffing, preparation, posting and administration of shift schedules is the responsibility of the Employer.

25.16 The Employer shall set up a master shift schedule for a fifty-six (56) day period, posted fifteen (15) days in advance, which will cover the normal requirements of the work area.

25.17 Shift Schedule - Reopener

- (a) If the Employer reopens a shift schedule due to operational requirements, or a line becomes vacant, the Employer will determine the qualifications required prior to canvassing all employees covered by this specific schedule.

Should more than one employee meeting the qualifications required select the same line on the schedule, years of service ~~as defined in subparagraph 34.03(a)(i)~~ will be used as the determining factor to allocate the line.

- (b) In populating a newly established schedule, as developed by the Employer, the Employer will canvass all employees covered by the specific schedule for volunteers to populate the schedule.

Should more than one employee meet the qualifications required select the same line on the schedule, years of service ~~as defined in subparagraph 34.03(a)(i)~~ will be used as the determining factor to allocate the line.

- (c) Subject to paragraph (a) above, by mutual consent the parties may agree to conduct a re-population of schedules at any point over the life of the schedule.

For greater clarity, when a vacant line is selected, that line will continue to follow the pre-established pattern, according to the existing schedule.

25.18 Shift Schedule – Vacant Lines

- (a) In the event a line on a schedule becomes vacant, the line shall then be offered to employees working in the same worksite. Should more than one employee meeting the qualifications required select the same line on the schedule, years of service will be used as the determining factor to allocate the line.
- (b) Should no employee meeting the criteria in (a) above select the vacant line, the line shall then be offered to employees working in the same district as the vacant line. Should more than one employee meeting the qualifications required select the same line on the schedule, years of service will be used as the determining factor to allocate the line.
- (c) Should no employee meeting the criteria in (a) and (b) above select the vacant line, the line shall then be offered to employees working in the same region as the vacant line. Should more than one employee meeting the qualifications required select the same line on the schedule, years of service will be used as the determining factor to allocate the line.
- (d) Should no employee meeting the criteria in (a), (b) and (c) above select the vacant line, the line shall then be offered to all other employees in the bargaining unit. Should more than one employee meeting the qualifications required select the same line on the schedule, years of service will be used as the determining factor to allocate the line.
- (e) The Employer shall post all vacant lines subject to (b), (c) and (d) above nationally on its internal electronic system (Atlas) in a location accessible and visible to all employees.

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

(a) 12 midnight to 8 a.m., 8 a.m. to 4 p.m., and 4 p.m. to 12 midnight

or, alternatively,

(b) 11 p.m. to 7 a.m., 7 a.m. to 3 p.m., and 3 p.m. to 11 p.m.

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

25.21

- (a) Where an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:
 - (i) on the day it commenced, where half (1/2) or more of the hours worked fall on that day;
or
 - (ii) on the day it terminates, where more than half (1/2) of the hours worked fall on that day.
- (b) Accordingly, the first (1st) day of rest will be considered to start immediately after midnight of the calendar day on which the employee worked or is deemed to have worked his or her last scheduled shift, and the second (2nd) day of rest will start immediately after midnight of the employee's first (1st) day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

25.22

- (a) An employee who is required to change his or her scheduled shift without receiving at least seven (7) days' notice in advance of the starting time of such change in his or her scheduled shift shall be paid for the first (1st) shift worked on the revised schedule at the rate of time and one-half (1 1/2) for the first (1st) seven decimal five (7.5) hours and double (2) time thereafter. Subsequent shifts worked on the revised schedule shall be paid for at straight-time rate, subject to Article 28, Overtime.
- (b) Every reasonable effort will be made by the Employer to ensure that the employee returns to his or her original shift schedule and returns to his or her originally scheduled days of rest for the duration of the master shift schedule without penalty to the Employer.

25.23 Provided sufficient advance notice is given, the Employer **shall may**:

- (a) authorize employees to exchange shifts if there is no increase in cost to the Employer;
and
- (b) notwithstanding the provisions of paragraph 25.13(d), authorize employees to exchange shifts for days of rest if there is no increase in cost to the Employer.

25.23

- ~~(a) Where shifts other than those provided in clause 25.18 are in existence when this Agreement is signed, the Employer, on request, will consult with the Alliance on such hours of work and, in such consultation, will establish that such shifts are required to meet the needs of the public and/or the efficient operation of the service.~~
- ~~(b) Where shifts are to be changed so that they are different from those specified in clause 25.18, the Employer, except in cases of emergency, will consult in advance with the Alliance on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service.~~
- ~~(c) Within five (5) days of notification of consultation served by either party, the parties shall notify one another in writing of the representative authorized to act on their behalf for consultation purposes. Consultation will be held at the local level for fact-finding and implementation purposes.~~

25.24 Variable Shift Schedule Arrangements

- (a) Notwithstanding the provisions of clauses 25.06 and 25.13 to 25.23 inclusive, consultation may be held at the local level with a view to establishing shift schedules which may be different from those established in clauses 25.13 and 25.18. Such consultation will include all aspects of arrangements of shift schedules.
- (b) Once a mutually acceptable agreement is reached at the local level, the proposed variable shift schedule will be submitted at the respective Employer and Alliance headquarters levels before implementation.
- (c) Both parties will endeavour to meet the preferences of the employees in regard to such arrangements.
- (d) It is understood that the flexible application of such arrangements must not be incompatible with the intent and spirit of provisions otherwise governing such arrangements. Such flexible application of this clause must respect the average hours of work over the duration of the master schedule and must be consistent with operational requirements as determined by the Employer.
- (e) Employees covered by this clause shall be subject to the provisions respecting variable hours of work established in clauses 25.25 to 25.28 inclusive.

Terms and Conditions Governing the Administration of Variable Hours of Work

25.25 The terms and conditions governing the administration of variable hours of work implemented pursuant to clauses 25.09, 25.10 and 25.24 are specified in clauses 25.25 to 25.28 inclusive. This Agreement is modified by these provisions to the extent specified herein.

25.26 Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

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, 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.

(b) Such schedules shall provide for an average of thirty-seven decimal five (37.5) hours of work per week over the life of the schedule.

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(i) Unless otherwise mutually agreed upon, the maximum life of a shift schedule shall be six (6) months.

(ii) The maximum life of other types of schedule shall be twenty-eight (28) days except when the normal weekly and daily hours of work are varied by the Employer to allow for summer and winter hours in accordance with clause 25.10, in which case the life of a schedule shall be one (1) year.

(c) Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

25.28 Specific Application of this Agreement

For greater certainty, the following provisions of this Agreement shall be administered as provided herein:

a. Interpretation and definitions (clause 2.01)

“Daily rate of pay” shall not apply.

b. **Minimum number of hours between shifts**

Paragraph 25.14(a), relating to the minimum period between the termination and commencement of the employee's next shift, shall not apply.

c. **Exchange of shifts (clause 25.22)**

On exchange of shifts between employees, the Employer shall pay as if no exchange had occurred.

d. **Overtime (clauses 28.04 and 28.05)**

Overtime shall be compensated for all work performed in excess of an employee's scheduled hours of work on regular working days or on days of rest at **double (2) time** and ~~three-quarters (1 3/4).~~

e. **Designated paid holidays (clause 30.07)**

- i. ~~A designated paid holiday shall account for seven decimal five (7.5) hours.~~
- ii. When an employee works on a designated paid holiday, the employee shall be compensated, in addition to the pay for the hours specified in subparagraph (i), at ~~time and one-half (1 1/2) up to his or her regular scheduled hours worked~~ and at double (2) time for all hours worked in excess of his or her regular scheduled hours.

f. **Travel**

Overtime compensation referred to in clause 32.06 shall only be applicable on a workday for hours in excess of the employee's daily scheduled hours of work.

g. **Acting pay**

The qualifying period for acting pay as specified in paragraph 62.07(a) shall be converted to hours.

h. **Leave**

- i. ~~——— Earned leave credits or other leave entitlements shall be equal to seven decimal five (7.5) hours per day.~~
- ii. When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.

25.29

An employee required by the Employer to work overtime consistent with Article 28 shall receive a minimum of twelve (12) hours rest prior to returning to duty. Any pre-scheduled hours that fall within said twelve (12) hour rest period shall be considered hours worked.

25.xx The Alliance wishes to discuss the application of compressed work schedules to non-VSSA shift-working employees and reserves the right to table proposals on this matter.

ARTICLE 27 SHIFT AND WEEKEND PREMIUMS

Amend as follows:

Excluded provisions

~~This Article does not apply to employees on day work, covered by clauses 25.06 to 25.12 inclusive.~~

27.01 Shift Premium (This clause does not apply to employees on day work, covered by clauses 25.06 to 25.12 inclusive).

An employee working shifts, will receive a shift premium of ~~two dollars (\$2.00) per hour~~ **14.3% of the employee's basic hourly rate of pay** for all hours worked, including overtime hours, between 4:00 p.m. and 8:00 a.m. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m.

27.02 Weekend Premium

- (a) An employee working ~~shifts~~ during a weekend will receive an additional premium of ~~two dollars (\$2.00) per hour~~ **14.3% of the employee's basic hourly rate** for all hours worked, including overtime hours, on Saturday and/or Sunday.
- (b) Where Saturday and Sunday are not recognized as the weekend at a mission abroad, the Employer may substitute two (2) other contiguous days to conform to local practice.

ARTICLE 28 OVERTIME

Excluded provisions

28.01 Compensation under this article shall not be paid for overtime worked by an employee at courses, training sessions, conferences and seminars unless the employee is required to attend by the Employer.

28.02 General

- a. An employee is entitled to overtime compensation under clauses 28.04 and 28.05 for each completed period of fifteen (15) minutes of overtime worked by him or her when:
 - i. the overtime work is authorized in advance by the Employer or is in accordance with standard operating instructions; and
 - ii. the employee does not control the duration of the overtime work.
- b. Employees shall record starting and finishing times of overtime work in a form determined by the Employer.
- c. For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.
- d. Payments provided under the overtime, designated paid holidays and standby provisions of this agreement shall not be pyramided, that is, an employee shall not be compensated more than once for the same service.
- e. **It is understood that overtime shall be worked by employees on a voluntary basis only.**

28.04 Overtime Compensation on a workday

Subject to paragraph 28.02(a):

- (a) an employee who ~~is required to work~~ overtime on his or her scheduled workday is entitled to compensation at ~~time and one half (1 1/2) for the first seven decimal five (7.5) consecutive hours of overtime worked and double (2) time for all overtime hours worked in excess of seven decimal five (7.5) consecutive hours of overtime in any contiguous period;~~

- (b) if an employee is given ~~instructions~~ **notice** during the employee's work day to work overtime on that day and reports for work at a time which is not contiguous to the employee's scheduled hours of work, the employee shall be paid a minimum of ~~two (2) hours' pay at straight-time~~ **three (3) hours' pay at the applicable overtime rate of pay**, or for actual overtime worked, whichever is the greater;
- (c) an employee who is called back to work after the employee has completed his or her work for the day and has left his or her place of work, and returns to work shall be paid the greater of:
 - (i) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' **overtime** compensation in an eight (8) hour period; such maximum shall include any reporting pay pursuant to paragraph (b) or its alternate provision;
 - or
 - (ii) compensation at the applicable overtime rate for actual overtime worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work;
- (d) the minimum payment referred to in subparagraph (c)(i), does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clauses 610.05 or 610.06.

28.05 Overtime Compensation on a day of rest

Subject to paragraph 28.02(a):

- (a) an employee who ~~is required to work~~ on a first (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~~ **for all hours worked 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 (second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest);~~
- (be) when an employee ~~who is required to report for work~~ and reports 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' **overtime** compensation in an eight (8) hour period,
 - or
 - (ii) compensation at the applicable overtime rate;
- (cd) 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 610.05;

28.06 Compensation payment or leave with pay

- a. Overtime shall be compensated with a payment, except that, upon request of an employee ~~and with the approval of the Employer~~, overtime may be compensated in equivalent leave with pay.
- b. The Employer shall ~~endeavour to~~ pay overtime compensation by the sixth (6th) week after which the employee submits the request for payment.
- c. The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- d. Compensatory leave with pay earned in a fiscal year and outstanding on September 30 of the following fiscal year, will be paid at the employee's rate of pay, as calculated from the classification prescribed in the certificate of appointment on March 31 of the previous fiscal year.

28.07 Meals

- a. An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed his or her expenses for one meal in the amount **equivalent to the lunch rate outlined in Appendix C of the National Joint Council's Travel Directive** ~~of twelve dollars (\$12) except where free meals are provided.~~
- b. When an employee works overtime continuously extending four (4) hours or more beyond the period provided in paragraph (a), the employee shall be reimbursed for one additional meal in the amount **equivalent to the lunch rate outlined in Appendix C of the National Joint Council's Travel Directive** ~~of twelve dollars (\$12)~~ for each

additional four (4) hour period of overtime worked thereafter ~~except where free meals are provided.~~

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

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) **National Indigenous Peoples Day;**
- (f) ~~(e)~~ Canada Day;
- (g) ~~(f)~~ Labour Day;
- (h) ~~(g)~~ National Day for Truth and Reconciliation
- (i) ~~(h)~~ the day fixed by proclamation of the Governor in Council as a general day of thanksgiving;
- (j) ~~(i)~~ Remembrance Day;
- (k) ~~(j)~~ Christmas Day;
- (l) ~~(k)~~ Boxing Day;
- (m) ~~(l)~~ **two (2) one additional days** in each year that, ~~in the opinion of the Employer, is~~ **are** recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, ~~in the opinion of the Employer, no such additional day is~~ **days are** recognized as a provincial or civic holiday, the **third Monday of February and the first (1st) Monday in August;**
- (n) ~~(m)~~ one additional day when proclaimed by an Act of Parliament as a national holiday.

30.07

- (a) When an employee works on a holiday, he or she shall be paid ~~time and one-half (1 1/2)~~ **double (2) time** for all hours worked up to ~~seven decimal five (7.5) hours and double (2) time thereafter,~~ in addition to the pay that the employee would have been granted had he or she not worked on the holiday;

or

- (b) upon request ~~and with the approval of the Employer~~, the employee may be granted:

~~(i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday;~~

and

(ii) pay at **double (2) time** ~~one and one-half (1 1/2) times~~ the straight-time rate of pay for all hours worked ~~up to seven decimal five (7.5) hours;~~ **or the equivalent in leave.**

(ii) Should an employee elect to take the hours in leave consistent with (ii) above, the Employer shall grant such leave at times convenient to both the employee and the Employer. The employee may elect to cash out said leave at any time.

and

~~(iii) pay at two (2) times the straight-time rate of pay for all hours worked by him or her on the holiday in excess of seven decimal five (7.5) hours.~~

- (c) Notwithstanding paragraphs (a) and (b), when an employee works on a holiday contiguous to a day of rest on which he or she also worked and received overtime in accordance with paragraph 28.05(b), he or she shall be paid, in addition to the pay that he or she would have been granted had he or she not worked on the holiday, two (2) times his or her hourly rate of pay for all time worked.

- (d) Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.

(i) When, in a fiscal year, an employee has not been granted all of his or her lieu days as requested by him or her, at the employee's request, such lieu days shall be carried over for one (1) year.

(ii) In the absence of such request, unused lieu days shall be paid off at the employee's straight-time rate of pay in effect when the lieu day was earned.

30.09 Scheduling of ~~shift-working~~ employees on a designated holiday

- a) Should there be more employees scheduled to work a designated paid holiday than is needed, the Employer shall canvass employees scheduled to work the holiday to determine if there are volunteers who wish to have the day off. In the

event that there are excessive volunteers, years of service ~~as defined in subparagraph 34.03(a)(i)~~ will be used as the determining factor to select which employees shall be granted the day off.

- b) Should there be insufficient or no volunteers after the Employer has canvassed consistent with a) above, the employees with the least amount of service ~~as defined in subparagraph 34.03(a)(i)~~ shall be given the day off.
- c) Notwithstanding paragraphs (a) and (b) the Employer shall ensure that there is a sufficient number of qualified employees scheduled to work the designated holiday.
- d) Should the Employer require employees to work the holiday after it has given employees the day off, the Employer shall first offer the ~~shift(s)~~ **hours** to be worked to qualified employees that were initially scheduled to work the holiday and were subsequently given the day off consistent with b) and c) above, before offering the hours consistent with Article 28: overtime.

For greater certainty, scheduled shifts will continue to follow the pre-established pattern, according to the existing schedule, as a result of the application of this clause.

ARTICLE 32 TRAVELLING TIME

32.08 Travel-Status Leave

- a) An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his permanent residence for ~~forty (40)~~ **twenty (20)** nights during a fiscal year shall be granted ~~seven decimal five (7.5) hours of time~~ **one day** off with pay. The employee shall be credited ~~seven decimal five (7.5) hours of additional time~~ **day off with pay** for each additional twenty (20) nights that the employee is away from his or her permanent residence, to a maximum of ~~eighty (80)~~ **one hundred (100)** additional nights.
- b) The maximum number of days off earned under this clause shall not exceed ~~five (5)~~ **six (6)** days in a fiscal year and shall accumulate as compensatory leave with pay.
- c) This leave with pay is deemed to be compensatory leave and is subject to paragraphs 28.06(c) and (d).
- d) The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars, unless the employee is required to attend by the Employer.

32.xx When an employee is unable to:

- i) **leave their workplace due to circumstances beyond their control**
or
- ii) **return to their place of residence while on work-related travel,**

such employee shall be paid for all time spent at the workplace in the case of i) and all time spent on captive time and travelling to his or her place of residence in the case of ii).

ARTICLE 33 LEAVE – GENERAL

33.01

- ~~(a) When an employee becomes subject to this Agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his or her earned hourly leave credits shall be reconverted into days, with one day being equal to seven decimal five (7.5) hours.~~
- ~~(b) Earned leave credits or other leave entitlements shall be equal to seven decimal five (7.5) hours per day.~~
- (ae) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.
- (bd) Notwithstanding the above, in Article 46, Bereavement Leave with Pay, a “day” will mean a calendar day.

33.02 Except as otherwise specified in this Agreement:

- (a) where leave without pay for a period in excess of three (3) months is granted to an employee for reasons other than illness, **military leave or leave for care of the family**, the total period of leave granted shall be deducted from “continuous employment” for the purpose of calculating severance pay and from “service” for the purpose of calculating vacation leave;
- (b) time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

33.xx An employee may, at their discretion in the amount and at the time of their choosing, transfer any portion of their sick leave, or annual leave or compensatory time to another employee.

ARTICLE 34 VACATION LEAVE WITH PAY

Amend as follows:

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

- (a) ~~nine decimal three seven five (9.375) hours~~ **1 (1/4) days** until the month in which the anniversary of the employee's ~~eighth (8th)~~ **fifth (5th)** year of service occurs;
- (b) ~~twelve decimal five (12.5) hours~~ **1 (2/3) days** commencing with the month in which the employee's ~~eighth (8th)~~ **fifth (5th)** 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;~~
- (c) ~~(e) fifteen decimal six two five (15.625) hours~~ **2 (1/12) days** commencing with the month in which the employee's ~~eighteenth (18th)~~ **tenth (10th)** 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;~~
- (d) ~~(g) eighteen decimal seven five (18.75) hours~~ **2 (1/2) days** commencing with the month in which the employee's ~~twenty-eighth (28th)~~ **twenty-third (23rd)** anniversary of service occurs.
- (e) **2 (2/3) days commencing with the month in which the employee's thirtieth (30th) anniversary of service occurs;**
- (f) **2 (11/12) days commencing with the month in which the employee's thirty-fifth (35th) anniversary of service occurs.**

ARTICLE 36 MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

Amend as follows:

Change title to “**Medical Appointments for pregnancy or persons with chronic medical conditions**”

36.01 Up to ~~three decimal seven five (3.75) hours~~ **a half a day** of **required** reasonable time off with pay will be granted to pregnant employees, for the purpose of attending routine medical appointments **related to the pregnancy or their chronic medical conditions, or to accompany a partner for such appointments.**

~~**36.02** Where a series of continuing appointments is necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.~~

ARTICLE 37 INJURY-ON-DUTY LEAVE

37.01 An employee shall be granted injury-on-duty leave with pay for such period as ~~may be reasonably determined by the Employer~~ **certified by a Workers' Compensation authority** when a claim has been made pursuant to the *Government Employees Compensation Act* and a Workers' Compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

(a) personal injury accidentally received in the performance of his or her duties and not caused by the employee's willful misconduct,

or

(b) an industrial illness or a disease arising out of and in the course of the employee's employment,

if the employee agrees to remit to the Receiver General for Canada any amount received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness or disease, provided, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

ARTICLE 38 MATERNITY LEAVE WITHOUT PAY

38.01 Maternity leave without pay

- a. An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than ~~eighteen (18)~~ **twenty (20)** weeks after the termination date of pregnancy.
- b. Notwithstanding paragraph (a):
 - i. where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,
 - or
 - ii. where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period while her newborn child is hospitalized,

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling ~~eighteen (18)~~ **twenty (20)** weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization while the employee was not on maternity leave, to a maximum of ~~eighteen (18)~~ **twenty (20)** weeks.

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 paragraphs (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 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:

$$\begin{array}{rcl} \text{(allowance received)} & \times & \text{(remaining period to be worked} \\ & & \text{following her return to work)} \\ \hline & & \text{[total period to be worked as} \\ & & \text{specified in (B)]} \end{array}$$

however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in Section (A) 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). **Further employees who receive the maternity allowance but are unable to return to work for the total period specified in section (B) due to their spouse or common-law partner being relocated will not be indebted to the Employer for the amount of their allowance.**

- 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).

ARTICLE 39

MATERNITY-RELATED REASSIGNMENT OR LEAVE

39.02 An employee's request under clause 39.01 **shall be granted immediately and** must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to be avoided in order to eliminate the risk. ~~Depending on the particular circumstances of the request, the Employer may obtain an independent medical opinion.~~

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

NEW

39.07 Upon request of a nursing or pumping employee, they shall be granted reasonable leave with pay to nurse, pump or express during working hours. Moreover, the employer shall provide a reasonable private space to do so. For greater clarity, this space shall not be a public or private washroom.

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 **a period of up to sixty-three (63) weeks in a seventy-eight (78) week period.** ~~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 **a period of up to sixty-three (63) weeks in a seventy-eight (78) week period.** ~~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 **no earlier than five weeks before** ~~on~~ the day on which the child comes into the employee's care.

- c. ~~Notwithstanding paragraphs (a) and (b) above, at~~ **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, p~~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 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)
	<hr/>
	[total period to be worked as specified in (B)]

however, an employee whose specified period of employment expired and who is rehired 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). **Further employees who receive the parental allowance but are unable to return to work for the total period specified in section (B) due to their spouse or common-law partner being relocated will not be indebted to the Employer for the amount of their allowance.**

- 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 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)~~ **thirty-six (36)** 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 their weekly rate of pay for each week, less any other monies earned during this period;
 - iv. where an employee has **received the full fifty-five (55) weeks of adoption benefits or has divided** the full ~~thirty-seven (37)~~ **fifty-nine (59)** 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 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 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 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 shall not exceed ~~fifty-seven (57)~~ **sixty-one (61)** weeks for each combined maternity and parental leave without pay.

Option 2 - Extended Parental Allowance:

- l. 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%)~~ **ninety-three per cent (93%)** of his or her weekly rate of pay **for each week of** the waiting period, less any other monies earned during this period;
- ii. for each **of the first thirty-five (35) weeks** the employee receives parental benefits under the Employment Insurance Plan **or the Québec Parental Insurance Plan**, he or she is eligible to receive the difference between ~~fifty-five decimal eight per cent (55.8%)~~ **ninety-three per cent (93%)** 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)~~ **thirty-five (35)** weeks of parental benefits **contained in subparagraph 40.02(I)(ii)** 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)~~ **up to twenty-six (26) weeks** 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 received or has divided the full-sixty-one (61) weeks of parental benefits contained in subparagraph 40.02 (I)(ii) and (iii) with another employee in receipt of the full five (5) weeks' paternity 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, ninety-three per cent (93%) of their weekly rate of pay for each week (and the recruitment and retention "terminable allowance" if applicable), less any other monies earned during this period;**
 - v. 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 42 CAREGIVING LEAVE

- 42.01 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.
- 42.02 The leave without pay described in 42.01 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.
- 42.03 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.
- ~~42.04 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 42.01 above ceases to apply.~~
- 42.04 Where an employee is subject to a waiting period before receiving Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults, they shall receive an allowance of ninety-three per cent (93%) of her weekly rate of pay.**
- 42.05 For each week the employee receives Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults, they shall receive the difference between ninety-three per cent (93%) of their weekly rate and the applicable Employment Insurance (EI) benefit.**
- ~~42.056~~ 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.

ARTICLE 43

LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

For the purpose of this clause, “family” is defined per Article 2

~~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.~~

43.012 The total leave with pay which may be granted under this article shall not exceed ~~thirty-seven decimal five (37.5) hours~~ **ten (10) days** in a fiscal year. **Such leave may be taken as single days or as a fraction of a day.**

43.023 Subject to clause 43.012, the Employer shall grant the employee leave with pay under the following circumstances:

- a. to take a family member for ~~medical or dental~~ appointments **of a professional nature, including but not limited to medical, dental, legal and financial appointments or appointments with school authorities or adoption agencies**, or ~~for appointments with school authorities or adoption agencies~~, if the supervisor was notified of the appointment as far in advance as possible;
- b. to provide for the immediate and temporary care of a sick member of the employee’s family and to provide the employee with time to make alternative care arrangements where the illness is of a longer duration;
- c. to provide for the immediate and temporary care of an ~~elderly~~ member of the employee’s family;
- d. for needs directly related to the birth or the adoption of the employee’s child;
- e. to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
- f. to provide for the employee’s child in the case of an ~~unforeseeable~~ closure of the school or daycare facility;
- g. ~~seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in clause 43.02 above may be used to attend an appointment with a legal or paralegal representative for non-employment~~

related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

h. **to visit a terminally ill family member**

- 43.034** Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 43.03(b) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date. **Employees shall not be required to provide a medical certificate for an employee's family member.**

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

46.03 An employee is entitled to one (1) day's bereavement leave with pay for a purpose related to the death of ~~brother-in-law or sister-in-law~~ and grandparent of spouse.

NEW

46.04 An employee shall be entitled to bereavement leave under 46.02 when they, the person with whom they intend to have a child, or their surrogate suffer from a miscarriage. For the purpose of this article, “miscarriage” means a termination of pregnancy before the 20th week.

NEW

46.05 An employee is entitled to bereavement leave with pay in the event of the death of a person in respect of whom the employee is, at the time of the death, on leave under 42.01. Such bereavement leave, as determined by the employee, may be taken during the period that begins on the day on which the death occurs and ends six weeks after the day on which the memorial commemorating the deceased person occurs. At the request of the employee, such bereavement leave with pay may be taken in a single period of fourteen (14) consecutive calendar days or may be taken in two (2) periods to a maximum of ten (10) working days.

46.046 If, during a period of paid leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 46.02 and 46.03, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

46.057 It is recognized by the parties that circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 46.02 and 46.03.

ARTICLE 52

LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

52.02 Personal leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, ~~fifteen (15) hours of~~ **two (2) days of** leave with pay for reasons of a personal nature. This leave can be taken in ~~periods of seven decimal five (7.5) hours or three decimal seven five (3.75) hours~~ **single days, or as half days. In the case of half days, the total leave shall not exceed the equivalent of two days.**

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

52.xx Leave with Income Averaging

- a) **The Employer's Leave with Income Averaging Directive, as constituted on November 30st, 2018, shall form part of this Agreement.**
- b) **The Employer shall not unreasonably deny requests for Leave with Income Averaging.**
- c) **When excessive requests have been made for Leave with Income Averaging, years of service shall be the determining factor for the granting of such leave.**

52.XX Leave with Pay for First Responder Duties

Upon request of the employee, the Employer shall grant leave with pay for the performance of volunteer first responder duties.

ARTICLE 58 MEMBERSHIP FEES

58.01 The Employer shall reimburse a Member of the bargaining unit for the payment of membership or registration fees to an organization or governing body when the payment of such fees is related to the continuation of the performance of the duties of the Member's position.

ARTICLE 59 TOOL-UP/TOOL-DOWN

Replace current language with:

- 59.01** a) All tooled officers shall be provided a minimum of fifteen (15) minutes at the beginning and fifteen (15) minutes at the end of each shift for tooling up and tooling down. Time spent tooling up and tooling down shall form part of an employee's shift. **Such time shall also include maintenance of tools.**
- b) In addition to a) above, where there is a need due to the nature of the work, wash-up time up will be permitted before the end of the working day.

ARTICLE 60 ALLOWANCES

Dog handlers' allowance

60.02 When an employee is required to handle a trained detector dog during a shift, and in recognition of the duties associated with control, care and maintenance of the detector dog at all times, the employee shall be paid an allowance of ~~two one~~ (\$21) dollars per on-duty hour.

Plain Clothes Allowance

60.03 Employees required to provide and wear ordinary clothing as part of their duties, shall be reimbursed by the Employer for expenses incurred in the purchase of such clothing, to a maximum of one-thousand, two hundred and fifty dollars (\$1,250) per annum, upon presentation of the necessary receipts. If an employee performs such duties for less than a calendar year, but for a period or periods totaling one calendar month (30 days) or more in that year, the employee shall be entitled to reimbursement of a proportionate part of the expenses in the same ratio that the employee's time so spent bears to that calendar year.

60.04 Each employee entitled to the expenses under Section 60.03 shall submit a claim once annually in January for the preceding year to be reimbursed not later than the month of February, next following.

Dry Cleaning Allowance

60.05 The Employer shall reimburse up to a maximum of three hundred and fifty dollars (\$350.00) per calendar year for expenses associated with the cleaning of clothing required for the performance of their duties, upon presentation of the necessary receipts.

Escorted Removals Premium

60.06 When an employee is assigned to escort a person from Canada, the employee shall be paid a seven-dollar (\$7) premium for each hour worked on the assignment, provided that the assignment requires that the employee work more than 7.5 contiguous hours. For the purposes of this clause, 'on assignment' includes time spent escorting a person from Canada and return time to the employee's headquarters area.

Fitness/Wellness Allowance

60.07 The Employer shall provide all employees with a monthly allowance of \$50 for the maintaining of a membership at a gym or fitness facility, except where the Employer provides an adequate fitness facility free of charge on site.

Field Coaching Allowance

60.0X Employees who provide field coaching to employees are eligible to receive an allowance of three decimal five per cent (3.5%) of their current rate of pay for the period of time during which they are assigned such duties.

60.0X Field Coaching Allowance is not included in base salary for the purpose of calculating annual increases.

60.0X The Field Coaching Allowance is not used for the purposes of establishing a rate of pay on promotion, demotion, or transfer.

60.0X The Field Coaching Allowance is not used for computing the payout of annual leave credits, overtime, maternity or parental benefits, or other allowances.

60.0X Entitlement is limited to one (1) Field Coaching Allowance for any given period.

ARTICLE 61

PART-TIME EMPLOYEES

Consequential changes as needed.

ARTICLE 63
PAY ADMINISTRATION

RESERVE

ARTICLE 65 DURATION

RESERVE

NEW ARTICLE RECRUITS

Upon completion of new recruit training at Rigaud College, employees will be placed at the appropriate step on the FB 03 scale once assigned to a CBSA port or office.

Any employee who participates in the Officer Induction Trainee Program shall be provided leave with pay for the duration of the employee's participation in the program. Such leave shall include travel to and from the location where the training is undertaken.

NEW ARTICLE: WELLNESS DAY

XX.01 An employee shall be provided a day of paid leave per fiscal year for reasons of a personal nature.

XX.02 Approval will be subject to operational requirements, as determined by the Employer, and with advance notice of at least five (5) working days.

XX.03 The leave will be scheduled at a time that is convenient to both the Member and the Employer. However, the Employer will make every reasonable effort to grant the leave requested.

NEW ARTICLE: COMPASSIONATE LEAVE

Leave to visit a critically ill family member

XX.01 For the purpose of this article, “family” is defined as per Article 2.

XX.02 The Employer shall grant up to ten (10) days of leave with pay (inclusive of travel time) to visit a person in the Member’s family who is certified as being critically ill by a medical practitioner.

XX.03 This type of leave will be granted on only one (1) occasion for each occurrence.

Leave to travel for treatment

XX.04 The Employer shall grant up to five (5) days of leave with pay per fiscal year when an employee at a location that lacks medical/dental specialist services is required to travel to some distant point for treatment for the employee or the employee’s family.

XX.05 This type of leave is granted to allow travelling time to and from the distant point and a reasonable period to arrange for the services.

NEW ARTICLE: WORK OF THE BARGAINING UNIT

NEW

- XX.01 Only members of the bargaining unit shall perform work of the bargaining unit, except by explicit mutual agreement in writing between the Union and the Employer.
- XX.02 The employer shall bring all currently sub-contracted bargaining unit work back into the bargaining unit. The parties shall meet within ninety (90) days of ratification to ensure full compliance with this Article.

NEW ARTICLE: FIREARM PRACTICE TIME

- xx.01 An employee that is required to carry a firearm shall be scheduled at least two (2) shifts per year for duty firearm practice. Such shifts shall be scheduled consistent with the employee's regular hours of work.
- xx.02 Any fees associated with firearm practice time consistent with xx.01 above shall be the responsibility of the Employer.
- xx.03 Any travel associated with a) above shall be subject to the National Joint Council Travel Directive.

NEW ARTICLE STUDENT EMPLOYMENT

- XX.01** Both the Alliance and the Employer recognize the importance and value in providing students with opportunities to gain work experience and skills through programs provided by the federal government.
- XX.02** “Students” for the purposes of this Article means students hired under legitimate student programs. Those not hired under legitimate student programs shall be bargaining unit members.
- XX.03** “Legitimate” student programs consists of either the Federal Student Work Experience Program, the Research Affiliate Program or the Post-Secondary Co-operative Education and Internment program.
- XX.04** Students shall not be used to either displace bargaining unit employees or to avoid filling bargaining unit positions.
- XX.05** Overtime work shall be offered on an equitable basis to employees (bargaining unit members) consistent with Article 28 Overtime.
- XX.06** The Employer shall ensure that students receive adequate training and supervision, and shall ensure that students are not exposed to dangerous or unsafe working conditions and are covered under the Canada Labour Code part II.
- XX.07** The parties shall meet within ninety (90) days of ratification to discuss and agree upon the terms and conditions under which those students assigned bargaining unit work might carry out their assigned duties. Such terms and conditions shall include wage rates.

NEW ARTICLE MEDICAL APPOINTMENTS

Medical or Dental Appointments

XX.01 Employees shall be granted leave with pay to attend medical or dental appointments.

Medical Certificate

XX.02 In all cases, a medical certificate provided by a legally qualified medical practitioner shall be considered as meeting the requirements of paragraph 35.02(a).

XX.03 When an employee is asked to provide a medical certificate by the Employer, the employee shall be reimbursed by the Employer for all costs associated with obtaining the certificate. Employees required to provide a medical certificate shall also be granted leave with pay for all time associated with the obtaining of said certificate.

APPENDIX A RATES OF PAY AND PAY NOTES

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

APPENDIX C WORKFORCE ADJUSTMENT

RESERVE

The Union will be tabling proposals that provide minimally rights for employees that include years of service recognition and new rights in the context of remote work.

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

Delete the current MOU and replace with:

All provisions of this agreement related to pay administration including salary rate changes, retroactive amounts payable and compensation increases (such as premiums, allowances, overtime rates, etc.) will be implemented on or before *[insert date]*.

Employees in the bargaining unit for whom the collective agreement is not fully implemented on or before *[insert date]* will be entitled to a lump-sum payment of one-hundred-dollar (\$100); these employees will be entitled to an additional one-hundred-dollar (\$100) for every subsequent complete period of ninety (90) days their collective agreement is not fully implemented. These amounts will be included in their final retroactive payment.

APPENDIX E

MEMORANDUM OF UNDERSTANDING WITH RESPECT TO A JOINT LEARNING PROGRAM

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

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

Starting on the date of signature of the PA collective agreement, the Employer agrees to increase monthly funding to the PSAC-TBS JLP, **referenced in the JLP Financial Terms of Reference**, by a percentage equivalent to the annual base economic increase.

The Employer further agrees to provide \$210,000 per month starting on the date of signing the PA collective agreement until the subsequent PA collective agreement is signed to fund a joint learning program tailored to the learning needs of occupational health and safety committees.

~~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.~~

The PSAC-TBS JLP will continue to be governed by the existing joint PSAC-TBS Steering Committee. 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

Replace with:

This Memorandum of Understanding is to give effect to the agreement reached between the Employer and Public Service Alliance of Canada regarding child care.

As a result of the work done by the Joint National Child Care Committee, the parties agree to establish an ongoing Child Care Joint Union-Management Committee. The Child Care Joint Union-Management Committee is established to continue the work of the Joint National Child Care Committee and will be given the carriage of all the past Committee's recommendations, in addition to other measures identified through further research and analysis and agreed to by the parties.

The Child Care Joint Union-Management Committee will:

- be co-governed by Union and Employer representatives;
- have a mandate that can evolve based on the needs of stakeholders within the federal public service;
- perform its work with an equity lens and an intersectional approach;
- have dedicated and long-term funding from the Treasury Board to finance their mandates.

The Child Care joint Union-Management Committee will be comprised of an equal number of Union and Employer representatives.

The ongoing responsibilities of the Child Care joint Union-Management Committee include but is not limited to:

- defining criteria for the establishment of workplace day care centres;
- identifying opportunities for establishing workplace child care centres (for example, pursuing community partnerships), including opportunities that will come with the expansion of licenced child care across the country;
- carrying out needs assessment to determine priority locations when a decision has been to establish a licenced workplace child care in a given region;
- promoting increased child care accessibility for employees working in a child care "desert" or working shift-hours and non-standard hours;
- coordinating with stakeholders whose policies and programs affect the child care agenda;

- conducting centralized research to understand the challenges and work-life needs of working parents who are employees of the public service;
- developing a communication strategy to inform employees, including managers, about licensed child care supports in the public service;

Workplace child care funding model

The Employer shall, through meaningful consultation with the Child Care Joint Union-Management Committee, develop a new workplace child care funding model that encourages the establishment of new licensed workplace child care centres and the ongoing support of existing licensed workplace centres in the public service. Consideration should be given to the possibility of creating a centrally funded program guided by rigorous criteria and needs assessment for the establishment and maintenance of licensed workplace child care centres.

Treasury Board Policy on Workplace Day Care Centres

The Employer shall, through meaningful consultation with the Child Care Joint Union-Management Committee, revise the Treasury Board Policy on Workplace Day Care Centres so that it can better encourage and support the establishment and ongoing operation of high-quality facilities with well remunerated employees. Child care centres in federal buildings under the policy should be affordable and licensed while maintaining the following elements:

- operated by not-for-profit organizations;
- adequately staffed to offer support and services in both official languages in regions designated bilingual for language-of-work purposes;
- accessible to parents and children with disabilities.

APPENDIX G

MEMORANDUM OF AGREEMENT WITH RESPECT TO ADMINISTRATIVE SUSPENSIONS AND REMOVAL OF SECURITY CLEARANCE PENDING INVESTIGATIONS

All investigatory and administrative suspensions shall be with pay. No employee shall suffer suspension of pay unless the employee is subject to disciplinary measures which are being imposed consistent with Article 17.

~~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 K

MEMORANDUM OF UNDERSTANDING BETWEEN TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO MENTAL HEALTH IN THE WORKPLACE

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~~

APPENDIX L

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

The Union proposes that the meal allowance (Appendix L) be replaced with a 40-hour work week (e.g., forty (40) hour work week with a thirty (30) minute paid meal break for every eight (8) hours) for all employees.

~~APPENDIX M~~

~~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~~

REMOVE

APPENDIX N

MEMORANDUM OF AGREEMENT BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO BILL C-20

RESERVE

APPENDIX O

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.

~~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~~

REMOVE

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TREASURY BOARD OF CANADA
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
WITH RESPECT TO THE FIREARM TRAINING PARTICIPANT
SELECTION**

RENEW APPENDIX WITH EXPIRATION DATE TO ALIGN WITH NEW COLLECTIVE AGREEMENT.

NEW APPENDIX

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TREASURY BOARD OF CANADA
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
WITH RESPECT TO NAME TAGS**

RESERVE

NEW ARTICLE/APPENDIX: ALTERNATIVE WORK ARRANGEMENTS

For the purpose of this article a telework agreement is defined as per the Directive on Telework effective April 1, 2020.

XX.01 Employees shall be informed that participation in telework is voluntary and that they are not required to telework.

XX.02 An employee may request to enter into a new telework agreement or request a review that could result in an adjustment of an existing telework agreement. A request for a new telework agreement or the review of an existing telework agreement will be considered on a case-by-case basis and a decision shall be provided within twenty-eight (28) calendar days of the request. Approval shall not be unreasonably denied.

XX.03 If the Employer denies a request for a new telework agreement or for a review of an existing telework agreement, then the Employer shall provide the reasons in writing.

XX.04 Employees with a telework agreement may elect to terminate the agreement with reasonable notice to the Employer. The Employer will concede to such termination no later than twenty-eight (28) calendar days following receipt of such notice.

XX.05 Telework agreements will only be terminated at the request of the employee, or for just cause by the Employer. All terminations for just cause shall include the written reasons and be immediately communicated to the union.

XX.06 An employee has the right to grieve a denied request for a telework agreement or for a review of an existing telework agreement and when the Employer has terminated a telework agreement.

XX.07 Notwithstanding the above, nothing restricts an employee's right to request to work remotely on a temporary or as-needed basis without establishing a formal telework agreement. Such requests shall not be unreasonably denied.

XX.08 Provision of Equipment and Supplies

- a. Departments and Agencies shall provide all employees in a telework agreement with all equipment and software required for the telework location to comply with the *Canada labour Code*, Part II. This would include, but is not limited to:

- i. computer(s), monitor(s), and any other peripheral equipment that is required to carry out the employee's work;
 - ii. any software required to do their work or to communicate with other workers;
 - iii. ergonomic workstation furniture and equipment required to ensure an ergonomic and safe workspace. An assessment, by a qualified ergonomic specialist, shall be conducted upon request by an employee. Any recommendations from the assessment, approved by the Employer, shall be implemented without delay.
- b. An employee shall be paid an allowance of one hundred dollars (\$100.00) for each calendar month, during which an employee teleworks for at least seventy-five (75) hours.

XX.09 Unless otherwise specified in this Article, all terms and conditions of a telework agreement shall be consistent with the provisions of the Collective Agreement.

XX.10 Notice to the Union

- a. On a quarterly basis, the Employer shall provide to the Union, a list of all employees with telework agreements. The list shall include the employees name, position, classification, Employer work unit and location, actual remote work location, including the physical address, and contact information for each employee as well as whether or not each entry is a continuing, new, or revised telework agreement.

NEW APPENDIX:
LANGUAGE ALLOWANCE & BILINGUAL BONUS

RESERVE

DAY IS A DAY

ARTICLE 25 HOURS OF WORK

25.28 Specific Application of this Agreement

For greater certainty, the following provisions of this Agreement shall be administered as provided herein:

(h) **Leave**

- (i) ~~Earned leave credits or other leave entitlements shall be equal to seven decimal five (7.5) hours per day.~~
- (i) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.

ARTICLE 32 TRAVELLING TIME

32.08 Travel Status Leave

- (a) An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his permanent residence for ~~forty (40)~~ **twenty (20)** nights during a fiscal year shall be granted ~~seven decimal five (7.5) hours~~ **one day** off with pay. The employee shall be credited with one additional ~~seven decimal five (7.5) hours of time~~ **day off with pay** for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of ~~eighty (80)~~ **one hundred (100)** additional nights.
- (b) The maximum number of days off earned under this clause shall not exceed ~~five (5)~~ **six (6)** days in a fiscal year and shall accumulate as compensatory leave with pay.
- (c) This leave with pay is deemed to be compensatory leave and is subject to paragraphs 28.06(c) and (d).
- (d) The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars, unless the employee is required to attend by the Employer.

ARTICLE 33 LEAVE - GENERAL

33.01

- (a) ~~When an employee becomes subject to this Agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his or her earned hourly leave credits shall be reconverted into days, with one day being equal to seven decimal five (7.5) hours.~~
- (b) ~~Earned leave credits or other leave entitlements shall be equal to seven decimal five (7.5) hours per day.~~
- (b) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.
- (c) Notwithstanding the above, in Article 46, Bereavement Leave with Pay, a "day" will mean a calendar day.

ARTICLE 43 LEAVE WITH PAY FOR FAMILY - RELATED RESPONSIBILITIES

- 43.01** The total leave with pay which may be granted under this Article shall not exceed ~~thirty seven decimal five (37.5) hours~~ **ten (10) days** in a fiscal year.