



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

TENTATIVE AGREEMENT

PUBLIC SERVICE ALLIANCE OF CANADA (PSAC)

OPERATIONAL SERVICES BARGAINING UNIT (SV)

COMPRISING EMPLOYEES IN THE FOLLOWING CLASSIFICATIONS:

Firefighters	(FR)
General Labour and Trades	(GL)
General Services	(GS)
Heating, Power and Stationary Plant	(HP)
Hospital Services	(HS)
Lightkeepers	(LI)
Ships' Crews	(SC)
Printing Operations (Supervisory)	(PR(S))



File: 2121-SV-3

August 24, 2020

TO: ALL MEMBERS OF THE PSAC - OPERATIONAL SERVICES BARGAINING UNIT (SV)

RE: TENTATIVE AGREEMENT

On August 14, 2020, after two-and-a-half years of negotiations, our SV bargaining team reached a tentative agreement with Treasury Board. Our bargaining team unanimously recommends ratification of our new agreement.

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

The duration of this new agreement is August 5, 2018 to August 4, 2021.

HIGHLIGHTS OF OUR TENTATIVE AGREEMENT

Economic Increases

The tentative agreement contains significant improvements to monetary compensation for members. This includes general wage increases, a shift premium increase (applicable to GL, GS, HS, HP, PR(S)), a wage adjustment for the lightkeeper group, and allowances paid to specific occupational groups (FR, GL, LI, and SC). Further details are provided below.

The total compensation increase for all SV group members amounts to a minimum of:

- Effective August 5, 2018: 2.8%
- Effective August 5, 2019: 2.2%
- Effective August 5, 2020: 1.35%

All members employed in the SV bargaining unit at the time of signing of the new agreement will receive a one-time payment of \$500 in recognition of the extended collective agreement implementation deadline. Anyone whose new conditions have not been implemented within that timeframe will receive an additional \$50 for every subsequent 90-day delay.

1. PAY AND ALLOWANCES

ARTICLE 27 – SHIFT AND WEEKEND PREMIUM

A 12.5% increase from \$2.00 to **\$2.25** per hour to the shift premium rate only (**Article 27.01; Appendix B (GL), Annex E, 11.a; Appendix D (HP), 5.01**)

GROUP SPECIFIC ALLOWANCES

Members who meet the eligibility criteria for the following amended allowances on the date of signature are eligible to receive a one-time lump sum payment as per Appendix L, 2.a. ii.

- Firefighter Long Service Pay
- GL-MAM Refrigeration HVAC Technician Allowance
- Lightkeepers (LI) Supplementary Allowances
- Ships' Crews (SC) Rescue Specialist Allowance
- Ships' Crews (SC) Armed Boarding Allowance
- Ships' Crews (SC) Diving Duty Allowance

APPENDIX A (FR), LONG SERVICE PAY

Long service pay for periods of service in the public service have increased by the following amounts (**Appendix A (FR), 5.01**):

- For 5 to 9 years, long service pay increased from \$740 to **\$833**
- For 10 to 14 years, long service pay increased from \$850 to **\$956**
- For 15 to 19 years, long service pay increased from \$980 to **\$1103**
- For 20 to 24 years, long service pay increased from \$1110 to **\$1249**
- For 25 to 29 years, long service pay increased from \$1240 to **\$1395**
- For 30 years or more, long service pay increased from \$1370 to **\$1541**

APPENDIX B (GL), ANNEX N: GL-MAM, REFRIGERATION HVAC TECHNICIAN

Eligible GL-MAM Refrigeration HVAC Technicians will receive an increase to the existing annual allowance from \$8,000 to **\$8,480**.

APPENDIX F, ANNEX B: SUPPLEMENTARY ALLOWANCES

Full-time station lightkeepers in 1-and 2-employee stations will receive an increase to the supplementary allowance from \$2,237 to **\$2,371**. Full-time lightkeepers in 4-employee stations will receive an increase to the supplementary allowance from \$1,917 to **\$2,032**.

APPENDIX F, ANNEX A: LIGHTKEEPERS GROUP

A **wage adjustment of 9%** for all employees in the LI sub-group.

APPENDIX G, MEALS AND QUARTERS

Meals and quarter entitlements increased for ships' crews (SC) from \$10.50 to **\$13** for workdays less than 12 hours and \$11.50 to **\$14** for workdays more than 12 hours. (**Appendix G, General Administration, 7.02 and 7.03**)

APPENDIX G, ANNEX G: RESCUE SPECIALIST ALLOWANCE

This allowance increased from \$136 to **\$175** per month.

APPENDIX G, ANNEX G: ARMED BOARDING ALLOWANCE

This allowance increased from \$158 to **\$175** per month.

APPENDIX G, ANNEX G: DIVING DUTY ALLOWANCE

This allowance increased from \$821 to **\$858** per year.

2. HOURS OF WORK AND TRAVEL

ARTICLE 29 – OVERTIME

Meal reimbursement increased from \$10 to **\$12**. (**Article 29.09, Appendix A (2.11), Appendix G (2.05)**)

ARTICLE 34 – TRAVELLING TIME

Employees are now compensated for five (5) hours of stop-over (was three hours) when required to travel outside of headquarters area on government business. (**Article 34.04**)

3. WORK/LIFE BALANCE

ARTICLE 41 – MATERNITY LEAVE WITHOUT PAY (as per Common Issues)

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

ARTICLE 43 – PARENTAL LEAVE WITHOUT PAY (as per Common Issues)

Extended parental leave without pay

For parents covered by EI and the QPIP - Introduction of extended parental leave without pay for 86 weeks, with no impact on the five-year limit in Article 44.

Additional week under the EI Act

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

Additional weeks under the QPIP

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

Change in the number of weeks with allowance

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

Under the EI Act – Parental allowance for extended leave

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

Repayment formula

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

ARTICLE 44 – LEAVE WITHOUT PAY FOR THE CARE OF FAMILY

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

ARTICLE 44/45 (depending on renumbering) – COMPASSIONATE CARE AND CAREGIVING LEAVE (as per Common Issues)

Movement of clauses from Article 44/45 to a stand-alone article. New Caregiving Leave provisions that include the three types of leave provided for under EI:

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

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

ARTICLE 47 – LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

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

ARTICLE 50 – BEREAVEMENT LEAVE WITH PAY

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

APPENDIX R – SUPPORTING EMPLOYEE WELLNESS

Deletion of memorandum of understanding. As a result, sick leave will remain untouched.

4. EMPLOYMENT PROTECTION

APPENDIX I – WORKFORCE ADJUSTMENT (as per Common Issues)

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

5. WORKPLACE RIGHTS

ARTICLE 12 – USE OF EMPLOYER FACILITIES (as per Common Issues)

Language added to specify that permission of PSAC staff to access Employer premises will not be unreasonably denied.

ARTICLE 14 – LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS (as per Common Issues)

Housekeeping changes.

ARTICLE 57 – (NEW CLAUSE) DOMESTIC VIOLENCE LEAVE (as per Common Issues)

New: ten days of annual leave for employees who are subject to domestic violence.

APPENDIX J – JOINT LEARNING PROGRAM (as per Common Issues)

Increases to funding of the Joint Learning program including funding for a pilot study on health and safety training.

APPENDIX L – IMPLEMENTATION (as per Common Issues)

Language detailing the implementation of the collective agreement including a \$500 amount payable within 180 days of signature, in recognition of extended implementation timeframes and the significant number of transactions that have not been entered in the pay system. For employees whose new conditions are not implemented within 180 days, they will receive an additional \$50 allowance for every subsequent complete period of 90 days their collective agreement is not implemented.

APPENDIX P – MENTAL HEALTH (as per Common Issues)

Renewal of the 2015 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).

APPENDIX Q – CHILDCARE (as per Common Issues)

Renewal of the memorandum of understanding building on the report of the Joint National Child Care Committee (JNCCC)'s work.

ARTICLE 68 – DURATION

The new agreement, if ratified by the membership, will expire on **August 4, 2021**.

OTHER ISSUES

ARTICLE 3 – APPLICATION

Language to ensure gender neutrality through the collective agreement.

OUTSIDE THE COLLECTIVE AGREEMENT - MEMORANDUM OF UNDERSTANDING WITH RESPECT TO A NEGOTIATIONS PROTOCOL FOR CIVILIAN MEMBERS OF THE ROYAL CANADIAN MOUNTED POLICE

Detailed protocol for negotiation of working conditions of civilian members of the RCMP who are slated to be deemed into PSAC bargaining units. The memorandum of understanding also protects certain working conditions until negotiations are concluded.

Housekeeping changes to numerous articles to correct clause references, reference to renamed legislation, titles, replace all reference to 'cash' with 'payment', and typos. Deletion of provisions which are no longer applicable, including volunteer Leave and pay note 67.11.

The new agreement, if ratified by the membership, **will expire on August 4, 2021.**

Your Bargaining Team, comprising:

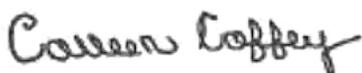
Brent McInnis
Laurie Ann Wesselby
Marcelo Lazaro
Nestor Galarnyk

Michelle Hambly
Réal Tessier
Serge Desbiens

Darren Pacione, PSAC Research Officer
Brenda Shillington, PSAC Negotiator

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

Sincerely,



Colleen Coffey
Regional Executive Vice-President

cc. National Board of Directors
Regional Political Action and Communication Officers
Negotiations Section
Amarkai Laryea, A/Director, Representation and Legal Services Branch
Regional Coordinators
Fraser McDonald, Supervisor, Membership Administration
Chantal Fréchette, Administrative Assistant, Membership Administration
Dale Robinson, Strike Mobilization Project Officer
Kelly Greig, Member Information Advisor

SV SPECIFIC ARTICLES AND APPENDICES

TENTATIVE AGREEMENT
TO SETTLE COLLECTIVE BARGAINING
WITH THE
PUBLIC SERVICE ALLIANCE OF CANADA
AND
THE TREASURY BOARD OF CANADA
IN RESPECT OF THE
OPERATIONAL SERVICES (SV) GROUP:

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

1. The following common items agreed to and included in the Program and Administrative Services (PA) group tentative agreement (signed July 9, 2020), and that apply to the SV group, remain agreed to and form part of this comprehensive offer:
 - Article 12 - Use of Employer Facilities
 - Article 14 - Leave with or without pay for Alliance Business
 - Article 41 - Maternity Leave without Pay
 - Article 43 - Parental Leave without Pay
 - Article 45 - Compassionate Care Leave (deleted) – NEW Caregiving Leave
 - (new) Article 57 - Domestic Violence Leave
 - Appendix “I” - Workforce Adjustment
 - Appendix “L” - Memorandum of Understanding between the Treasury Board of Canada and the Public Service Alliance of Canada with respect to Implementation of the Collective Agreement
 - Appendix “P” - Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada with Respect to Mental Health in the Workplace
 - Appendix “Q” - Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada with Respect to Child Care
 - Appendix “R” - Memorandum of Agreement on Supporting Employee Wellness
2. Increases to the rates of pay, as identified at Annex A.
3. Duration – three (3) year agreement, expiring on **August 4, 2021**, as identified at Annex B.

4. Amendments to the following provisions, as identified at Annex C:

- Meal Allowance (various)
- Shift Premiums (various)
- Article 3 – Application
- Article 34 – Travelling Time
- Article 44 – Leave without Pay for the Care of Family
- Article 47 – Leave with Pay for Family-Related Responsibilities
- Article 50 – Bereavement Leave with Pay
- Appendix “A” – FR, Firefighters Group (Long Service Pay)
- Appendix “A”, Annex “B” – FR, Firefighters Group, Memorandum of Understanding between the Treasury Board of Canada and the Public Service Alliance of Canada with respect to Firefighters and the Provincial Workers of Compensation Acts
- Appendix “B”, Annex “E” – GL, General Labour and Trades Group, special conditions applicable to Lockmasters, Bridgemasters and Canalmen
- Appendix “B”, Annex “E” – GL, General Labour and Trades Group, special conditions applicable to Lockmasters, Bridgemasters and Canalmen (Standby and call-back)
- Appendix “B”, Annex “K” – GL, General Labour and Trades Group, Memorandum of Agreement Between the Treasury Board (hereinafter Hereinafter the Employer) and the Public Service Alliance of Canada (Hereinafter Called the Alliance) in Respect of an Off Pay Supplemental Unemployment Benefit (SUB) Plan Applicable to Employees Classified as General Labour and Trades (GL) at the Canadian Grain Commission
- Appendix “B”, Annex “N” – GL, General Labour and Trades Group, GL-MAM, Refrigeration HVAC Technicians
- Appendix “F”, Annex “B” – LI, Lightkeepers Group, Adjustments in Rates of Pay, Supplementary Allowance
- Appendix “F”, Annex “C” – LI, Lightkeepers Group, Accommodation and Services, Rotational lightstation food allowance
- Appendix “G”, General, SC, Ships’ Crews Group, Meals and Quarters
- Appendix “G”, Annex “G” – SC, Ships’ Crews Group, Special Allowances
- Appendix “G”, Annex “L” – SC, Ships’ Crews Group, Memorandum of Understanding between the Treasury Board of Canada and the Public Service Alliance of Canada with respect to Ships’ Crews (SC) Group
- Changes to the Supervisory Differential (Various)
- Appendix “D” – HP, Heating, Power and Stationary Plant Group, Interpretations and Definitions
- Appendix “J” – Memorandum of Understanding between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to a Joint Learning Program

- Appendix “L” – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada With Respect to Implementation of the Collective Agreement
5. All items agreed to and signed during the course of negotiations form part of this offer, unless otherwise specified.
- Changes to references for the FPSSLREB and FPSSLRA (Various)
 - Deletion of references to “cash” (Various)
 - Article 27 – Shift and Weekend Premiums (amendments to Exclusions)
 - Article 28.06(e) – Variable Hours of Work - Designated Paid Holidays (housekeeping)
 - Article 37.11 – Carry-over and/or Liquidation of Vacation Leave
 - Article 37.15 – Leave when Employment Terminates
 - Article 37.16 – Appointment to a Separate Employer
 - Article 38.08 – Sick Leave with Pay (reference for incapacity)
 - Article 46 – Volunteer Leave
 - Article 56.02 – Personal Leave
 - Article 67.11 – Pay notes (former Canada Customs and Revenue Agency employees)
 - Appendix “A” – FR, Firefighters Group (Volunteer Leave)
 - Appendix “A” – FR, Firefighters Group (High Angle Rescue Allowance)
 - Appendix “A” – FR, Firefighters Group (Nuclear Emergency Response Team)
 - Appendix “B”, Annex “A-1” – GL, General Labour and Trades Group (deletion of WFE)
 - Appendix “B”, Annex “D” – special conditions applicable to Pasture Managers, Pasture Riders and Range Riders (amendment to section 3)
 - Appendix “B”, Annex “E” – special conditions applicable to Lockmasters, Bridgemasters and Canalmen (amendment to section 7)
 - Appendix “B”, Annex “I” – special conditions applicable to employees of the Department Fisheries and Oceans Sea Lamprey Control Unit (update to reference current legislation)
 - Appendix “E” – HS, Hospital Services Group (update to references)
 - Appendix “F” – LI, Lightkeepers Group (amendment to 5.02 General)
6. That the Employer commits to the development of an Employer policy on domestic violence that would provide guidance to managers on how to deal with such matters. This policy will not form part of the collective agreement.
7. It is agreed that employees who meet the eligibility criteria for the following amended allowances on the date of signature of the collective agreement are eligible to a one-time lump sum payment associated with the first 180 days following the signature of the collective agreement.
- Firefighter Long Service Pay
 - GL-MAM Refrigeration HVAC Technician Allowance
 - Lightkeepers (LI) Supplementary Allowances
 - Ships’ Crews (SC) Rescue Specialist Allowance
 - Ships’ Crews (SC) Armed Boarding Allowance
 - Ships’ Crews (SC) Diving Duty Allowance

8. Implementation of the provisions for Article 43 – Parental Leave without Pay will be in effect as of the date of signature of the collective agreement.
9. The Employer and the Public Service Alliance of Canada agree to withdraw all other outstanding items.
10. The Public Service Alliance of Canada agrees to unanimously recommend the ratification of this tentative agreement to its members and the Employer agrees to unanimously recommend the ratification of this tentative agreement to its principals.
11. Provided that the Public Service Alliance of Canada confirms in writing to the Employer that ratification of the tentative collective agreement by the SV group was successful on or before October 15, 2020, article 3 of the Appendix “L” – Memorandum of Understanding with respect to the Implementation of the Collective Agreement will be amended as follows:
 - References to “non-pensionable amount of four hundred dollars (\$400)” will be replaced by “non-pensionable amount of five hundred dollars (\$500)”.
12. Inclusion of the SV Group as part of the Memorandum of Understanding reached between the parties on August 5, 2020 with respect to Civilian Members of the RCMP. The MOU will not form part of the collective agreement.
13. Unless otherwise agreed between the parties during negotiations, existing provisions and appendices in the collective agreement are renewed.

ANNEX A

All Appendices – Annex “A”

RATES OF PAY

Effective August 5, 2018 - increase to rates of pay: 2.8%
Effective August 5, 2019 - increase to rates of pay: 2.2%
Effective August 5, 2020 - increase to rates of pay: 1.35%

Effective August 5, 2020

LI – Lightkeepers

- Provide a wage adjustment of 9.0% for all employees in the LI sub-group.

The Employer proposes to implement increases to rates of pay in accordance with Appendix “L” – Memorandum of Understanding between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Implementation of the Collective Agreement.

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

Appendix “L” to be revised to include the implementation process and compensation agreed to for the PA, TC and EB bargaining units (see point 11 of the preamble on page 4 of this offer).

ANNEX B

ARTICLE 70

DURATION

70.01 The provisions of this agreement will expire on **August 4, 2021** ~~2018~~.

ANNEX C

The parties agree that this change will not result in any retroactive payment or adjustment. It will form part of the implementation, on a prospective basis, of the new collective agreement once signed, in accordance with the dates determined by subparagraph 2) a) ii) of Appendix "L": MOU between the Treasury Board of Canada and the Public Service Alliance of Canada with respect to Implementation of the Collective Agreement.

SHIFT PREMIUMS (VARIOUS)

ARTICLE 27

SHIFT AND WEEKEND PREMIUMS

27.01 Shift premium

An employee working on shifts will receive a shift premium of two dollars and twenty-five cents (~~\$2.00~~ **\$2.25**) per hour for all hours worked, including overtime hours, between 4:00 pm and 8:00 am. The shift premium will not be paid for hours worked between 8:00 am and 4:00 pm.

APPENDIX "B"

GENERAL LABOUR AND TRADES GROUP SPECIFIC PROVISIONS AND RATES OF PAY

ANNEX "E"

SPECIAL CONDITIONS APPLICABLE TO LOCKMASTERS, BRIDGEMASTERS AND CANALMEN OPERATORS

11. Shift and weekend premiums

a. Shift premium

An employee working on shifts will receive a shift premium of two dollars and twenty-five cents (~~\$2.00~~ **\$2.25**) per hour for all hours worked, including overtime hours, between 4:00 pm and 8:00 am. The shift premium will not be paid for hours worked between 8:00 am and 4:00 pm.

APPENDIX "D"

HEATING, POWER AND STATIONARY PLANT GROUP SPECIFIC PROVISIONS AND RATES OF PAY

Shift premium

5.01 An employee working on a twelve (12) hour shift schedule shall receive a shift premium of two dollars and twenty-five cents (~~\$2.00~~ **\$2.25**) per hour for all hours worked between 4 pm and 8 am. The shift premium will not be paid for hours worked between 8 am and 4 pm.

OVERTIME MEAL

ALLOWANCE ARTICLE 29

OVERTIME

29.09 Overtime meal allowance

- a. An employee who works three (3) or more hours of overtime,
 - i. immediately before the employee's scheduled hours of work and who has not been notified of the requirement prior to the end of the employee's last scheduled work period,
 - or
 - ii. immediately following the employee's scheduled hours of work, shall be reimbursed for one (1) meal in the amount of ~~twelve~~ ~~ten~~ dollars (\$~~12~~~~10~~), except where a free meal is provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by management, 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.
- b. When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount ~~twelve~~ ~~ten~~ dollars (\$~~12~~~~10~~) after each four (4) hour period, except where free meals are provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by management, 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.
- c. 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.

APPENDIX "A"
FIREFIGHTERS GROUP, FR
SPECIFIC PROVISIONS AND RATES OF PAY

Overtime Compensation

2.11 Except when a free meal can be provided:

- a. An employee who has not received at least twelve (12) hours advanced notice of an overtime requirement and who works three (3) or more consecutive hours of overtime immediately following the employee's scheduled hours of work shall be paid a meal allowance in the amount of ~~twelve ten~~ dollars (~~\$1210~~). When continuous overtime extends beyond seven (7) hours, a second (2nd) meal allowance in the amount of ~~twelve ten~~ dollars (~~\$1210~~) shall be provided. Only two (2) meals shall be provided in one overtime shift, except when an overtime period in excess of three (3) hours immediately precedes an employee's scheduled hours of work, a meal allowance in the amount of ~~twelve ten~~ dollars (~~\$1210~~) shall be paid. Consecutive overtime shifts shall be construed as following scheduled hours of work.
- b. Reasonable time to be determined by the Employer shall be allowed the employee in order that the employee may take a meal break.

APPENDIX "G"
SHIPS' CREWS GROUP, SC
SPECIFIC PROVISIONS AND RATES OF PAY, GENERAL

General administration

2. Hours of work and overtime

2.05 Meal allowance

- a.
 - i. For positions where meals are not provided by the Employer, an employee who works three (3) or more consecutive hours of overtime on a regular working day shall receive a meal allowance of ~~twelve ten~~ dollars (~~\$1210~~), except where a free meal is provided.
 - ii. Reasonable time with pay, to be determined by management, 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.

- b.
 - i. For positions where meals are not provided by the Employer, an employee who works overtime on days of rest beyond the prior scheduled overtime period shall receive a meal allowance of ~~twelve ten~~ dollars (~~\$1210~~) after having worked three (3) consecutive hours of overtime beyond the prior scheduled overtime period and ~~twelve ten~~ dollars (~~\$1210~~) for each four (4) hour period of overtime worked thereafter, except where a free meal is provided.
 - ii. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employees place of work.

ARTICLE 34
TRAVELLING TIME

34.04 When an employee is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 34.05 and 34.06. Travelling time shall include time necessarily spent at each stop-over enroute provided such stop-over is not longer than three (3) **five (5)** hours.

ARTICLE 44
LEAVE WITHOUT PAY FOR THE CARE OF FAMILY

44.01 Both parties recognize the importance of access to leave for the purpose of care of the family.

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

- a. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.**

44.023 Subject to paragraph 2.01(m), an employee shall be granted leave without pay for the care of family in accordance with the following conditions:

- a. an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
- b. leave granted under this paragraph shall be for a minimum period of three (3) weeks;
- c. the total leave granted under this article shall not exceed five (5) years during an employee’s total period of employment in the public service;
- d. leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.

Renumber accordingly

ARTICLE 47
LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

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

- a. spouse (or common law partner resident with the employee);
- b. children (including foster children, step-children, children of spouse or common law partner), children for whom the employee is the legal guardian, or grandchild;
- c. parents (including step-parents or foster parents);
- d. father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents of the employee;
- e. any relative permanently residing in the employee's household or with whom the employee permanently resides;
or
- f. any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.;
or
- g. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.**

**ARTICLE 50
BEREAVEMENT LEAVE WITH
PAY**

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

- a. **a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. An employee shall be entitled to bereavement leave with pay under 50.01(a) only once during the employee’s total period of employment in the public service.**

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

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

Renumber accordingly

The parties agree that this change will not result in any retroactive payment or adjustment. It will form part of the implementation, on a prospective basis, of the new collective agreement once signed, in accordance with the dates determined by subparagraph 2) a) ii) of Appendix “L”: MOU between the Treasury Board of Canada and the Public Service Alliance of Canada with respect to Implementation of the Collective Agreement.

**APPENDIX “A”
FIREFIGHTERS GROUP SPECIFIC PROVISIONS AND RATES OF PAY**

Long service pay

5.01 An employee who receives pay for at least eighty-four (84) hours for each of twelve (12) consecutive calendar months for which the employee is eligible to receive long service pay, beginning October 1 of each year, is entitled to be paid, in a lump sum, an amount related to the employee’s period of service in the public service set out in the following table:

Period of service in the public service	Annual amount
5 to 9 years	<u>\$833,740</u>
10 to 14 years	<u>\$956,850</u>
15 to 19 years	<u>\$1,103,980</u>
20 to 24 years	<u>\$1,249,110</u>
25 to 29 years	<u>\$1,395,240</u>
30 years or more	<u>\$1,541,370</u>

APPENDIX "A"
FIREFIGHTERS GROUP SPECIFIC PROVISIONS AND RATES OF PAY

ANNEX "B"
**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE
PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO FIREFIGHTERS AND THE
PROVINCIAL WORKERS OF COMPENSATION ACTS**

Delete Annex "B"

**APPENDIX “B”
GENERAL LABOUR AND TRADES GROUP SPECIFIC PROVISIONS
AND RATES OF PAY**

**ANNEX “E”
SPECIAL CONDITIONS APPLICABLE TO LOCKMASTERS, BRIDGEMASTERS AND
CANALMEN OPERATORS**

The following special conditions shall be applicable to employees engaged as lockmasters, bridgemasters and canalmen **operators** employed in the operation of the Canso canal.

Note: change only applicable to English provision

**APPENDIX “B”
GENERAL LABOUR AND TRADES GROUP SPECIFIC PROVISIONS
AND RATES OF PAY**

**ANNEX “E”
SPECIAL CONDITIONS APPLICABLE TO LOCKMASTERS, BRIDGEMASTERS AND
CANALMEN OPERATORS**

4. Standby and call-back

4.4 Compensation for periods of standby and call-back as described in 4.1, 4.2 and 4.3 above shall be in cash, except where, upon request of the employee and at the discretion of the Employer, it may be credited to the employee’s compensatory leave account.

APPENDIX “B”
GENERAL LABOUR AND TRADES GROUP SPECIFIC PROVISIONS AND RATES OF PAY

ANNEX “K”

**MEMORANDUM OF AGREEMENT BETWEEN THE TREASURY BOARD (~~HEREINAFTER~~
HEREINAFTER THE EMPLOYER) AND THE PUBLIC SERVICE ALLIANCE OF CANADA
(HEREINAFTER CALLED THE ALLIANCE) IN RESPECT OF AN OFF PAY SUPPLEMENTAL
UNEMPLOYMENT BENEFIT (SUB) PLAN APPLICABLE TO EMPLOYEES CLASSIFIED AS
GENERAL LABOUR AND TRADES (GL) AT THE CANADIAN GRAIN COMMISSION**

6. Where the employee is subject to the ~~two (2)~~ week waiting period before receiving EI benefits, the employee on off-pay status who is eligible for benefits under the SUB Plan shall receive thirty-five per cent (35%) of their regular weekly rate of pay.

The parties agree that this change will not result in any retroactive payment or adjustment. It will form part of the implementation, on a prospective basis, of the new collective agreement once signed, in accordance with the dates determined by subparagraph 2) a) ii) of Appendix "L": MOU between the Treasury Board of Canada and the Public Service Alliance of Canada with respect to Implementation of the Collective Agreement.

APPENDIX "B"

GENERAL LABOUR AND TRADES GROUP SPECIFIC PROVISIONS AND RATES OF PAY

ANNEX "N"

GL-MAM, REFRIGERATION HVAC TECHNICIANS

1. Effective on the date of signing of the collective agreement, in an effort to address recruitment and retention issues of the GL-MAM refrigeration HVAC technicians in the Operational Services (SV) group. The Employer will provide an annual terminable allowance of eight thousand **and four-hundred and eighty dollars** (\$8,000 **\$8,480**) to GL-MAM refrigeration HVAC technicians who have refrigeration and air conditioning mechanic certification and perform the duties of a GL-MAM refrigeration HVAC technician.
2. The parties agree that GL-MAM refrigeration HVAC technicians shall be eligible to receive an annual "terminable allowance" subject to the following conditions:
 - i. An employee in a position outlined above shall be paid the terminable allowance for each calendar month for which the employee receives at least eighty (80) hours' pay at the GL-MAM rates of pay of this appendix.
 - ii. The allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this agreement.
 - iii. A part-time employee shall be entitled to the terminable allowance on a pro-rata basis.
 - iv. An employee shall not be entitled to the allowance for periods he is on leave without pay or under suspension.

The parties agree that this change will not result in any retroactive payment or adjustment. It will form part of the implementation, on a prospective basis, of the new collective agreement once signed, in accordance with the dates determined by subparagraph 2) a) ii) of Appendix "L": MOU between the Treasury Board of Canada and the Public Service Alliance of Canada with respect to Implementation of the Collective Agreement.

APPENDIX "F"
LIGHTKEEPERS SPECIFIC PROVISIONS AND RATES OF PAY

ANNEX "B"
ADJUSTMENT IN RATES OF PAY

Supplementary allowance

- a. The following supplementary allowance shall be paid to each Lightkeeper:

Full-time station

1. in 1- and 2-~~employee man~~ stations: ~~\$2,237~~ **\$2,371**
2. in 4- ~~employee man~~ stations: ~~\$1,917~~ **\$2,032**

**APPENDIX “F”
LIGHTKEEPERS SPECIFIC PROVISIONS AND RATES OF PAY**

**ANNEX “C”
ACCOMMODATION AND SERVICES**

2. Rotational lightstation food allowance

A Lightkeeper shall be entitled to an allowance of two hundred dollars (\$200) for each on-duty period that he is ~~that he is~~ **they are the employee is** assigned to a rotational lightstation.

Note: change only applicable to English provision

APPENDIX "G"
SHIPS' CREWS SPECIFIC PROVISIONS AND RATES OF PAY, GENERAL

General administration

7. Meals and Quarters

7.02 When an employee is working on a vessel on which meals and/or quarters normally provided as per clause 7.01 are not available, and the Employer does not provide alternative meals and/or quarters, an employee shall be entitled to:

- a. when the vessel is away from home port, reimbursement for actual and reasonable costs incurred for meals and/or lodging;
- b. when the vessel is in home port, ~~ten dollars and fifty cents (\$10.50)~~ **thirteen dollars (\$13)** per day in lieu of meals and quarters for a regular working day of less than twelve (12) hours and ~~eleven dollars and fifty cents (\$11.50)~~ **fourteen dollars (\$14)** per day in lieu of meals and quarters for a regular working day of twelve (12) hours or more.

7.03 When an employee is working on a vessel on which meals and/or quarters are not normally provided and the Employer does not provide alternative meals and/or quarters, the employee shall be entitled to:

- a. when the vessel is berthing for one (1) or more nights away from home port, reimbursement for actual and reasonable costs incurred for meals and/or
- b. ~~lodging and fifty cents (\$10.50)~~ **thirteen dollars (\$13)** per day in lieu of meals and quarters for a regular working day of less than twelve (12) hours and ~~eleven dollars and fifty cents (\$11.50)~~ **fourteen dollars (\$14)** per day in lieu of meals and quarters for a regular working day of twelve (12) hours or more.

The parties agree that this change will not result in any retroactive payment or adjustment. It will form part of the implementation, on a prospective basis, of the new collective agreement once signed, in accordance with the dates determined by subparagraph 2) a) ii) of Appendix "L": MOU between the Treasury Board of Canada and the Public Service Alliance of Canada with respect to Implementation of the Collective Agreement.

APPENDIX "G"
SHIPS' CREW SPECIFIC PROVISIONS AND RATES OF PAY, GENERAL

ANNEX "G"
SPECIAL ALLOWANCES

Ships' Crews with specialized training and qualifications shall receive the following allowance in accordance with the conditions set out for each allowance.

Rescue specialist allowance

An employee who completes the required training and becomes a Certified Rescue Specialist shall receive a monthly allowance of one hundred and ~~seventy-five~~ ~~thirty-six~~ dollars (~~\$175~~~~\$136~~) for each month the employee maintains such certifications and is assigned to a sea going position where the employee may be required by the Employer to perform such duties.

Armed boarding allowance

An employee, once qualified, shall be paid a monthly allowance of one hundred and ~~seventy-five~~ ~~fifty-eight~~ dollars (~~\$175~~ ~~\$158~~) for each month the employee is assigned to a sea going position on selected Offshore Patrol Vessels of the Department of Fisheries and Oceans, which carry special armaments for the purpose of enforcement duties, where the employee may be required by the Employer to participate in armed boarding activity.

Diving duty allowance

A qualified employee who is required to perform diving duties and maintain diving equipment on vessels shall be entitled to receive an allowance of eight hundred and ~~fifty-eight~~ ~~twenty-one~~ dollars (~~\$858~~ ~~\$821~~) per year. This allowance shall be paid on the same basis as that for the employee's regular pay.

**APPENDIX “G”
SHIPS’ CREW SPECIFIC PROVISIONS AND RATES OF PAY, GENERAL**

**ANNEX “L”
MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA
AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO SHIPS’ CREWS
(SC) GROUP**

Delete Annex “L”.

CHANGES TO THE SUPERVISORY DIFFERENTIAL (VARIOUS)

APPENDIX “B” GENERAL LABOUR AND TRADES (GL) GROUP SPECIFIC PROVISIONS AND RATES OF PAY

Interpretations and definitions

For the purpose of this **appendix agreement**:

- a. “**annual rate of pay**” means an employee’s weekly rate of pay multiplied by fifty-two decimal one seventy-six (52.176);
- b. “**daily rate of pay**” means an employee’s hourly rate of pay times his normal number of hours of work per day;
- c. “**pay**” means **the** basic rate of pay as specified in Annex A; and includes **the** supervisory differential and/or inmate training differential where applicable;
- d. “**weekly rate of pay**” means an employee’s daily rate of pay multiplied by five (5).

**APPENDIX “B”
GENERAL LABOUR AND TRADES (GL) GROUP SPECIFIC PROVISIONS
AND RATES OF PAY**

Supervisory differential

4.01 A supervisory differential, as established in Annex B, shall be paid to employees **of the General Labour and Trades Group (GL)** ~~in the bargaining unit~~ who encumber positions which receive a supervisory rating under the classification standard, and who perform supervisory duties.

**APPENDIX “B”
GENERAL LABOUR AND TRADES (GL) GROUP SPECIFIC PROVISIONS
AND RATES OF PAY**

Annex B - SUPERVISORY DIFFERENTIAL

Supervisory level	Supervisory co-ordinates	Supervisory differential as a percentage of basic rate
1	A1	4.0
2	B2	6.5
3	B3, C2	11.0
4	B4, C3, D2	15.0
5	B5, C4, D3, E2	19.0
6	B6, C5, D4, E3	22.5
7	B7, C6, D5, E4	26.0
8	C7, D6, E5	29.5
9	D7, E6	33.0
10	E7	36.5

The supervisory differential is to be used in the following manner:

1. determine the non-supervisory rate of pay according to level;
2. determine the supervisory differential by multiplying the applicable supervisory differential percentage by the non-supervisory rate of pay;
3. determine the supervisory rate of pay by adding the non-supervisory rate of pay with the supervisory differential.

For example, an employee on August 5, ~~2011~~ **2017**, in the MAM sub-group, at the maximum of Level 8 and a Supervisory Coordinate B2, would receive a basic rate of pay of ~~twenty-six dollars and twelve cents (\$26.12)~~ **twenty-nine dollars and thirteen cents (\$29.13)** as per Annex A. The Supervisory Differential of ~~one dollar and seventy cents (\$1.70)~~ **one dollar and eighty-nine cents (\$1.89)** is arrived by multiplying the Supervisory Differential Percentage of six decimal five per cent (6.5%) (B2) by the basic rate of pay. ~~(non-supervisory).~~ Therefore in this case the ~~applicable supervisory rate of pay would be twenty-seven dollars and eighty-two cents (\$27.82).~~

In this case, the new substantive rate of pay would be thirty-one dollars and two cents (\$31.02) for this employee.

**APPENDIX “C”
GENERAL SERVICES (GS) GROUP SPECIFIC PROVISIONS
AND RATES OF PAY**

Interpretations and definitions

1.01 For the purposes of this appendix:

- a. **“annual rate of pay”** means an **employee’s** ~~employees~~ weekly rate of pay multiplied by fifty-two decimal one seventy-six (52.176);
- b. **“daily rate of pay”** means an employee’s hourly rate of pay time the employee’s normal number of hours of work per day;
- c. **“weekly rate of pay”** means an employee’s daily rate of pay multiplied by five;

APPENDIX "C"
GENERAL SERVICES (GS) GROUP SPECIFIC PROVISIONS
AND RATES OF PAY

(new)

Supervisory Differential

7.01 A supervisory differential, as established in Annex B, shall be paid to employees of the General Services Group (GS) who encumber positions which receive a supervisory rating under the classification standard, and who perform supervisory duties.

**APPENDIX “C”
GENERAL SERVICES (GS) GROUP SPECIFIC PROVISIONS
AND RATES OF PAY**

Annex B - SUPERVISORY DIFFERENTIAL

Supervisory level	Supervisory co-ordinates	Supervisory differential as a percentage of basic rate
1	A1	4.0
2	B2	6.0
3	B3, C2	8.5
4	B4, C3, D2	11.5
5	B5, C4, D3	14.5
6	B6, C5, D4	17.5
7	C6, D5	20.5
8	D6	23.5

The supervisory differential is to be used in the following manner:

1. determine the non-supervisory rate of pay according to level;
2. determine the supervisory differential by multiplying the applicable supervisory differential percentage by the non-supervisory rate of pay;
3. determine the supervisory rate of pay by adding the non-supervisory rate of pay with the supervisory differential.

For example, an employee on August 5, ~~2011~~ **2017**, at the maximum of Level 5 and a Supervisory Coordinate B6, would receive a basic rate of pay of ~~twenty-five dollars and thirty-four cents (\$25.34)~~ **twenty-seven dollars and seventy-seven cents (\$27.77)** as per Annex A “**A-1**”. The Supervisory Differential of ~~four dollars and forty-three cents (\$4.43)~~ **four dollars and eighty-six cents (\$4.86)** is arrived by multiplying the Supervisory Differential Percentage of seventeen decimal five per cent (17.5%) (B6) by the basic rate of pay. ~~(non-supervisory).~~ ~~Therefore in this case the applicable supervisory rate of pay would be twenty-nine dollars and cents (\$29.77).~~

In this case, the new substantive rate of pay would be thirty-two dollars and sixty-three cents (\$32.63) for this employee.

**APPENDIX “E”
HOSPITAL SERVICES (HS) GROUP SPECIFIC PROVISIONS
AND RATES OF PAY**

(new)

Interpretation and definitions

For the purpose of this appendix:

“pay” means the basic rate of pay as specified in Annex A and includes the supervisory differential where applicable.

**APPENDIX “E”
HOSPITAL SERVICES (HS) GROUP SPECIFIC PROVISIONS
AND RATES OF PAY**

(new)

Supervisory Differential

4.01 A supervisory differential, as established in Annex “B”, shall be paid to employees of the Hospital Services Group (HS) who encumber positions which receive a supervisory rating under the classification standard, and who perform supervisory duties.

**APPENDIX “E”
HOSPITAL SERVICES (HS) GROUP SPECIFIC PROVISIONS
AND RATES OF PAY**

Annex B - SUPERVISORY DIFFERENTIAL

Supervisory level	Supervisory co-ordinates	Supervisory differential as a percentage of basic rate
1	A1	4.0
2	B2	6.0
3	B3, C2	8.5
4	B4, C3, D2	11.5
5	B5, C4, D3	14.5
6	B6, C5, D4	17.5
7	C6, D5	20.5
8	D6	23.5

The supervisory differential is to be used in the following manner:

1. determine the non-supervisory rate of pay according to level;
2. determine the supervisory differential by multiplying the applicable supervisory differential percentage by the non-supervisory rate of pay;
3. determine the supervisory rate of pay by adding the non-supervisory rate of pay with the supervisory differential.

For example, an employee on August 5, ~~2011~~ **2017**, at the maximum of Level 5 (HDO) and a supervisory coordinate C3, would receive a basic rate of pay of ~~twenty-eight dollars and sixty cents (\$28.60)~~ **thirty-one dollars and thirty-five cents (\$31.35)** as per Annex A. The supervisory differential of ~~three dollars and twenty-nine cents (\$3.29)~~ **three dollars and sixty-one cents (\$3.61)** is arrived by multiplying the supervisory differential percentage of eleven decimal five per cent (11.5%) (C3) by the basic rate of pay. ~~(non-supervisory). Therefore in this case the applicable supervisory rate of pay would be thirty-one dollars and eight-nine cents (\$31.89).~~

In this case, the new substantive rate of pay would be thirty-four dollars and ninety-six cents (\$34.96) for this employee.

**APPENDIX “D”
HEATING, POWER AND STATIONARY PLANT GROUP SPECIFIC PROVISIONS AND
RATES OF PAY**

Interpretation and definitions

1.01 For the purpose of this ~~agreement~~**appendix**:

- a. “**daily rate of pay**” means the employee’s hourly rate of pay multiplied by the employee’s normal number of hours of work per day;
- b. “**weekly rate of pay**” means the employee’s daily rate of pay multiplied by five (5);
- c. “**annual rate of pay**” means the employee’s weekly rate of pay multiplied by fifty-two decimal one seven six (52.176);

APPENDIX “J”
**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF
CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO
A JOINT LEARNING PROGRAM**

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

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

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

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

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

The PSAC – TBS JLP will continue to be governed by the existing joint PSAC – TBS Steering Committee ~~to which two seats will be added for the other bargaining agents and the equivalent additional number of seats for employer representatives.~~ The Bargaining Agent Side Secretary on the National Joint Council will be invited to attend the meetings of the PSAC – JLP Steering Committee with voice but no vote.

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

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

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

Notwithstanding the provisions of clause 67.03 on the calculation of retroactive payments and clause 70.02 on the collective agreement implementation period, this memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada regarding a modified approach to the calculation and administration of retroactive payments for the current round of negotiations.

1. Calculation of retroactive payments

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

- **Vacation leave and extra duty pay cash-out**
 - **Severance pay**
 - **Salary for the month of death**
 - **Transition Support Measure**
 - **Eligible allowances and supplemental salary depending on collective agreement**
- d. **The payment of retroactive amounts related to transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved, such as acting pay, promotions, overtime and/or deployments, will not be considered in determining whether an agreement has been implemented.**
- e. **Any outstanding pay transactions will be processed once they are entered into the pay system and any retroactive payment from the collective agreement will be issued to impacted employees.**

2. Implementation

- a. **The effective dates for economic increases will be specified in the agreement. Other provisions of the collective agreement will be effective as follows:**
- i. **All components of the agreement unrelated to pay administration will come into force on signature of agreement.**
 - ii. **Changes to existing and new compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one-hundred and eighty (180) days after signature of agreement, on the date at which prospective elements of compensation increases will be implemented under 2(b)(i).**
 - iii. **Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid until changes come in to force as stipulated in 2(a)(ii).**
- b. **Collective agreement will be implemented over the following timeframes:**
- i. **The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one-hundred and eighty (180) days after signature of agreement where there is no need for manual intervention.**
 - ii. **Retroactive amounts payable to employees will be implemented within one-hundred and eighty (180) days after signature of the agreement where there is no need for manual intervention.**
 - iii. **Prospective compensation increases and retroactive amounts that**

require manual processing by compensation advisors will be implemented within five-hundred and sixty (560) days after signature of agreement. Manual intervention is generally required for employees on an extended period of leave without pay (e.g., maternity/parental leave), salary protected employees and those with transactions such as leave with income averaging, pre-retirement transition leave and employees paid below minimum, above maximum or in between steps. Manual intervention may also be required for specific accounts with complex salary history.

3. Employee Recourse

- a. An employee who is in the bargaining unit for all or part of the period between the first day of the collective agreement (i.e., the day after the expiry of the previous collective agreement) and the signature date of the collective agreement will be entitled to a non-pensionable amount of four hundred dollars (\$400) payable within one-hundred and eighty (180) days of signature, in recognition of extended implementation timeframes and the significant number of transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved.**
- b. Employees in the bargaining unit for whom the collective agreement is not implemented within one-hundred and eighty one (181) days after signature will be entitled to a fifty dollar (\$50) non-pensionable amount; these employees will be entitled to an additional fifty dollar (\$50) non-pensionable amount for every subsequent complete period of ninety (90) days their collective agreement is not implemented. These amounts will be included in their final retroactive payment.**
- c. If an employee is eligible for compensation in respect of section 3 under more than one collective agreement, the following applies: the employee shall receive only one non-pensionable amount of four hundred dollars (\$400); for any period under 3(b), the employee may receive one fifty \$50 payment.**
- d. Late implementation of the 2018 collective agreements will not create any entitlements pursuant to the Agreement between the Alliance or another bargaining agent and the Treasury Board of Canada with regard to damages caused by the Phoenix Pay System.**
- e. Employees for whom collective agreement implementation requires manual intervention will be notified of the delay within one-hundred and eighty (180) days after signature of the agreement.**
- f. Employees will be provided a detailed breakdown of the retroactive payments received and may request that the departmental compensation unit or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the Alliance regarding the format of the detailed breakdown.**

- g. In such a circumstance, for employees in organizations serviced by the Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay. For employees in organizations not serviced by the Pay Centre, employees shall contact the compensation services of their department.**

COMMON ISSUES ARTICLES AND APPENDICES

ARTICLE 3

APPLICATION

3.01 The provisions of this agreement apply to the Alliance, the employees and the Employer.

3.02 Both the English and French texts of this agreement shall be official.

3.03 In this Agreement, expressions referring to employee or the masculine or feminine gender are meant for all employees, regardless of gender.

ARTICLE 12

USE OF EMPLOYER FACILITIES

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

ARTICLE 14

LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

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

for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- b. For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- c. Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
 - i. where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period, and
 - ii. for each week the employee receives a maternity benefit under the Employment Insurance or the Quebec Parental Insurance plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period, and
 - iii. where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week at ninety three per cent (93%) of her weekly rate of pay, less any other monies earned during this period.
- d. At the employee's request, the payment referred to in subparagraph 42.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Quebec Parental Insurance Plan maternity benefits.
- e. The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the Employment Insurance Act or the Parental Insurance Act in Quebec.
- f. The weekly rate of pay referred to in paragraph (c) shall be:
 - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- g. The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.

- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- i. Where an employee becomes eligible for a pay increment or pay revision that would increase the maternity allowance, the allowance shall be adjusted accordingly.
- j. Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

ARTICLE 43
PARENTAL LEAVE WITHOUT PAY

43.01 Parental leave without pay

- a. Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for **either**:
- i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (**standard option**)
 - or**
 - ii. **a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),**
- beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- b. Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for **either**:
- i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period (**standard option**)
 - or**
 - ii. **a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),**
- beginning on the day on which the child comes into the employee's care.
- c. Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two (**2**) periods.
- d. Notwithstanding paragraphs (a) and (b):
- i. where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
 - or**
 - ii. where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period while 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 while 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 before 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

43.02 Parental allowance

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

- **Option 1: standard parental benefits, paragraphs 43.02(c) to (k),**
or
- **Option 2: extended parental benefits, paragraphs 43.02(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 or 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 43.02(a)(iii)(B), if applicable.
- C. **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 43.02(a)(iii)(B), if applicable;**
- D. should he or she fail to return to work for the Employer, Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency in accordance **as described in** 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 following his or her return to work) |
| | | [total period to be worked as specified in (B)] |~~

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

		[total period to be worked as specified in division (B)]

however, an employee whose specified period of employment expired and who is rehired **within the federal public administration as described in**

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

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

Option 1 – Standard Parental Allowance

- c. Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
 - i. where an employee **on parental leave without pay as described in subparagraphs 43.02(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 or her weekly rate of pay for ~~each week~~ of the waiting period, less any other monies earned during this period;
 - ii. for each week the employee receives parental, or adoption or ~~paternity~~ benefit under the Employment Insurance or the Quebec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate (and the parental, ~~or adoption or paternity~~ benefit, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;
 - iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit **or has divided the full thirty-two (32) weeks of parental benefits 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, less any other monies earned during this period;
 - iv. **where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay (and the**

recruitment and retention “terminable allowance” if applicable) 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, he or she is eligible to receive a further parental allowance for a period of one (1) week, **at** ninety-three per cent (93%) of his or her weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in **subparagraph 42.02(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, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraphs 43.02(c)(iii) and 43.02(c)(v) for the same child.**
- d. At the employee’s request, the payment referred to in subparagraph 43.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance **Plan** or ~~Québec Parental Insurance Plan~~ parental benefits.
 - e. The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act or the **Act Respecting** Parental Insurance Act in Quebec.
 - 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 he or she 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, the allowance shall be adjusted accordingly.
- j. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- k. The maximum combined, shared, maternity and **standard** parental allowances payable ~~under this collective agreement~~ shall not exceed ~~fifty-two-seven~~ (527) weeks for each combined maternity and parental leave without pay.

Option 2 - Extended Parental Allowance

- I. Parental Allowance payments made in accordance with the SUB Plan will consist of the following:**
 - i. where an employee on parental leave without pay as described in subparagraphs 43.01(a)(ii) and (b)(ii), has elected to receive extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for the waiting period, less any other monies earned during this period;**
 - ii. for each week the employee receives parental benefits under the Employment Insurance, he or she is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of his or her weekly rate (and the recruitment and retention "terminable allowance" if applicable) and the parental benefits, less any other monies earned during this period which may result in a decrease in his or her parental benefits to which he or she would have been eligible if no extra monies had been earned during this period;**
 - iii. where an employee has received the full sixty-one (61) weeks of parental benefits under the Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 43.02(c)(iii) for the same child;**
 - iv. where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental**

leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 43.02(c)(iii) for the same child.

- m. At the employee’s request, the payment referred to in subparagraph 43.02 (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 (and the recruitment and retention “terminable allowance” if applicable) 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 (and the recruitment and retention “terminable allowance” if applicable), 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 45

COMPASSIONATE CARE CAREGIVING LEAVE

45.01 ~~Notwithstanding the definition of "family" found in clause 2.01 and notwithstanding paragraphs 41.02(b) and (d) above,~~ an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) benefits for Compassionate Care Benefits, **Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults** ~~may~~ **shall** be granted leave ~~for periods of less than three (3) weeks without pay while~~ in receipt of or awaiting these benefits.

45.02 The leave without pay described in 45.01 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.

45.02 ~~Leave granted under this clause may exceed the five (5) year maximum provided in paragraph 41.02(c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.~~

45.03 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.

45.04 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, clauses 45.01 and ~~45.02~~ above ceases to apply.

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

ARTICLE 57
DOMESTIC VIOLENCE LEAVE

57.01 Domestic Violence Leave

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

- a. The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.
- b. Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence shall be granted domestic violence leave in order to enable the employee, in respect of such violence:
 - i. to seek care and/or support for themselves or their child in respect of a physical or psychological injury or disability;
 - ii. to obtain services from an organization which provides services for individuals who are subject to domestic violence;
 - iii. to obtain professional counselling;
 - iv. to relocate temporarily or permanently; or
 - v. to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.
- c. The total domestic violence leave with pay which may be granted under this article shall not exceed seventy-five (75) hours in a fiscal year.
- d. Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this article shall, when delivered to the Employer, be considered as meeting the requirements of this article.
- e. Notwithstanding clauses 57.01(b) and 57.01(c), an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

(New article – Renumber subsequent collective agreement articles consequentially)

APPENDIX I

WORKFORCE ADJUSTMENT

Specific sections to be amended are noted as follows

Definitions:

Alternation (échange de postes)

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

Education allowance (indemnité d'études)

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

6.4 Options

6.4.1 c)

Education allowance is a transition support measure (see Option (b) above) plus an amount of not more than ~~fifteen thousand dollars (\$15,000)~~ **seventeen thousand dollars (\$17,000)** for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and relevant equipment. Employees choosing Option (c) could either:

(Renumber accordingly)

APPENDIX P

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

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

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

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

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

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

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

~~Once identified, make ongoing recommendations to the steering committee on how these gaps could be addressed. The National Standard for Psychological Health and Safety in the Workplace should be considered a minimum standard that the Employer's occupational health and safety program may exceed.~~

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

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

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

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

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

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

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

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

This Memorandum of Understanding expires on June 20, 2021.

APPENDIX Q

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

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

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

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

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

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

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

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

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

to them. The Working Group will be comprised of an equal number of union and Employer representatives.

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

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

This Memorandum of Understanding expires on June 20, 2021.

Housekeeping Articles

The parties agree to this housekeeping amendment. This change is without prejudice to the parties' substantive proposal(s) in this article, if applicable. For further clarity, the parties' proposal(s) in this article remains outstanding.

**ARTICLE 27
SHIFT AND WEEKEND PREMIUMS**

Exclusions

This article does not apply to the FR, LI and SC Groups.

Clause 27.01, Shift premium, does not apply to employees working hours of work not defined as a shift, covered by clause 25.02, Article 28 or clauses ~~2.02~~ **1.02** and ~~2.03~~ **1.03** of Appendix B; clauses 2.01 and 2.02 of Appendix C, clauses 2.03 and 2.04 of Appendix D, clauses ~~2.01~~ **1.01** and ~~2.02~~ **1.02** of Appendix E, and clause 1.01 of Appendix H.

For the Employer
[Signature]

For the Union
Laureen Wessely
P.S. [Signature]
Muel [Signature]
Michelle Hardy
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
Brenda Sapp

The parties agree to this housekeeping amendment. This change is without prejudice to the parties' substantive proposal(s) in this article, if applicable. For further clarity, the parties' proposal(s) in this article remains outstanding.

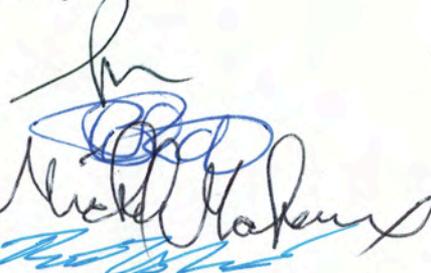
**ARTICLE 28
VARIABLE HOURS OF WORK**

28.06(e) Designated paid holidays

- i.** A designated paid holiday shall account for the normal daily hours of work as specified in the relevant Group Specific Appendix.
- 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.

For the Employer


For the Union
 P.S. Post
 Lawrence Wesley
 Noel Dye
 Michelle Hardy
 Brad Ryan

 John

 Brendon Saylor

The parties agree to this housekeeping amendment. This change is without prejudice to the parties' substantive proposal(s) in this article, if applicable. For further clarity, the parties' proposal(s) in this article remains outstanding.

**ARTICLE 37
VACATION LEAVE WITH PAY**

37.11 Carry-over and/or liquidation of vacation leave

~~Clause 37.11, Carry-over and liquidation of vacation leave, will take effect on April 1, 2005.~~

For the Employer

Alkayd
[Signature]

For the Union

P.S. Post
Laurena Wesley
Joede for
Michelle Hardy
Boo Kyr

[Signature]

[Signature]
[Signature]
Mike Baker
[Signature]

Bradley

The parties agree to this housekeeping amendment. This change is without prejudice to the parties' substantive proposal(s) in this article, if applicable. For further clarity, the parties' proposal(s) in this article remains outstanding.

**ARTICLE 37
VACATION LEAVE WITH PAY**

Leave when employment terminates

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

For the Employer

Handwritten signatures in blue ink for the Employer, including a signature that appears to be 'A. Sheg...' and another more stylized signature below it.

For the Union

A vertical list of handwritten signatures in blue ink for the Union. The signatures include 'P.S. Prut', 'Laurence Wessely', 'Jared Lee', 'Michelle Heston', 'B. Ryan', a signature that looks like 'v. r. d.', 'h.', 'Blat', 'W. H. Mahay', 'P. G.', and 'Bredofsky'.

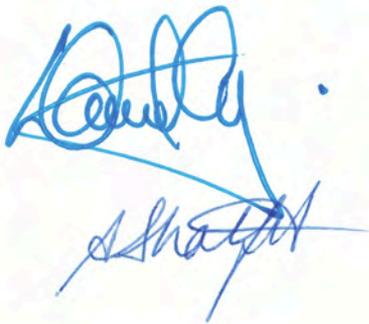
The parties agree to this housekeeping amendment. This change is without prejudice to the parties' substantive proposal(s) in this article, if applicable. For further clarity, the parties' proposal(s) in this article remains outstanding.

**ARTICLE 37
VACATION LEAVE WITH PAY**

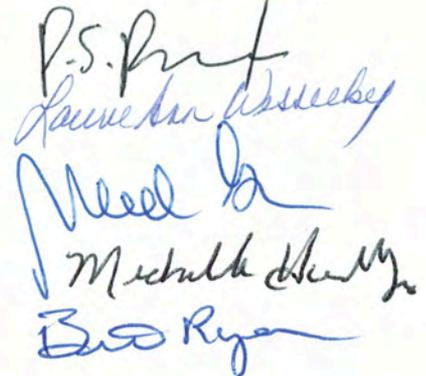
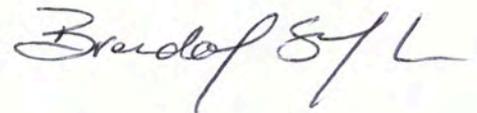
37.16 Appointment to a separate employer

Notwithstanding clause 37.13, an employee who resigns to accept an appointment with an organization listed in Part II of Schedule I of the Public Service Staff Relations Act Schedule V of the Financial Administration Act may choose not to be paid for unused vacation leave credits, provided that the appointing organization will accept such credits.

For the Employer

Handwritten signatures in blue ink for the Employer. The first signature is a stylized 'D' with a horizontal line through it. The second signature is 'Shahid'.

For the Union

Handwritten signatures in blue ink for the Union. The first signature is 'P.S. Prof'. The second signature is 'Laurie Ann Wessley'. The third signature is 'Ned B'. The fourth signature is 'Michelle Henry'. The fifth signature is 'Bao Ryan'.A handwritten signature in black ink, possibly 'M. ...'.A handwritten signature in blue ink, possibly 'Bao Ryan'.A handwritten signature in black ink, possibly 'Brenda S/L'.

The parties agree to this housekeeping amendment. This change is without prejudice to the parties' substantive proposal(s) in this article, if applicable. For further clarity, the parties' proposal(s) in this article remains outstanding.

**ARTICLE 38
SICK LEAVE WITH PAY**

38.08 The Employer agrees that an employee shall not be terminated for cause for reasons of incapacity pursuant to ~~section 11(2)(g)~~ **paragraph 12(1)(e)** of the Financial Administration Act at a date earlier than the date at which the employee will have utilized his or her accumulated sick leave credits, except where the incapacity is the result of an injury or illness for which injury on duty leave has been granted pursuant to Article 40.

For the Employer

Two handwritten signatures in blue ink for the Employer. The first signature is partially obscured by a horizontal line drawn under the heading. The second signature is a large, stylized cursive signature.

For the Union

A vertical list of handwritten signatures in blue ink for the Union. From top to bottom: 'P.S. Prof', 'Laurence Wessely', 'Mike D.', 'Michelle Hardy', 'Bob', 'Mike Hardy', and 'Brenda S/L'.

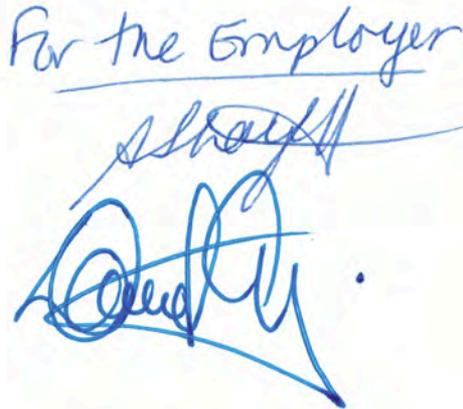
The parties agree to this housekeeping amendment. This change is without prejudice to the parties' substantive proposal(s) in this article, if applicable. For further clarity, the parties' proposal(s) in this article remains outstanding.

**ARTICLE 46
VOLUNTEER LEAVE**

~~**Article 46: volunteer leave~~

~~**Effective April 1, 2018, Article 46: volunteer leave, is deleted from the collective agreement.~~

~~46.01 Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to eight (8) hours, or up to seven decimal five (7.5) hours, where the standard work week is thirty seven and decimal five (37.5) hours per week, of leave with pay to work as a volunteer for a charitable or community organisation or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.
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 leave at such times as the employee may request.~~

For the Employer


For the Union
D.S. Prout
Laurence H. Hensley
Muel van
Michelle Hault
Brenda


Brenda Boyle

The parties agree to this housekeeping amendment. This change is without prejudice to the parties' substantive proposal(s) in this article, if applicable. For further clarity, the parties' proposal(s) in this article remains outstanding.

**ARTICLE 56
LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS**

56.02 Personal leave

~~Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to eight (8) hours, or up to seven decimal five (7.5) hours, where the standard work-week is thirty seven decimal five (37.5) hours per week, of leave with pay for reasons of a personal nature.~~

****Effective April 1, 2018, the previous provision is replaced with the following:**

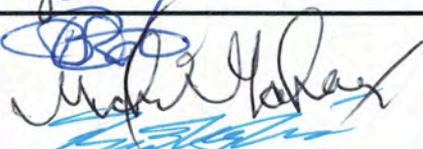
Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, sixteen (16) hours of leave with pay for reasons of a personal nature. This leave can be taken in periods of eight (8) hours or four (4) hours each.

Notwithstanding the above paragraph, where the standard work-week is thirty-seven decimal five (37.5) hours per week, employees shall be granted, in each fiscal year, fifteen (15) hours of leave with pay for reasons of a personal nature. This leave can be taken in periods of seven decimal five (7.5) hours or three decimal seven five (3.75) hours each.

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 leave at such times as the employee may request.

For the Employer


For the Union
P.S. Prout
Laura Ann Wieseby
Meredith
Michelle Henry
BO R

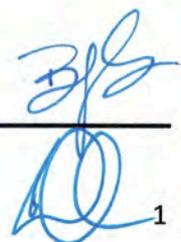


Brenda Syh

The parties agree to this housekeeping amendment. This change is without prejudice to the parties' substantive proposal(s) in this article, if applicable. For further clarity, the parties' proposal(s) in this article remains outstanding.

ARTICLE 67 PAY ADMINISTRATION

67.11 Pay notes (former Canada Customs and Revenue Agency employees)

- a. ~~Effective date of transfer or appointment to CBSA, the employee's new rate of pay shall be the step or rate in the B line of the new salary grid, which is closest to, but not less than, the rate of pay received on that day.~~
- b. ~~Should the employee's salary exceed the maximum of the range or the rate for his/her group and level, the employee's salary shall remain unchanged until such time as the maximum rate of pay for the employee's group and level is equal to, or greater than, the employee's salary.~~
- e. ~~Effective August 5, 2004, should the employee's salary be within the new salary band in the B line, the employee's new rate of pay shall be the step or the rate of pay in the B line which is closest to, but not less than, the rate of pay received on that day. Furthermore the employee shall be entitled to a lump sum in an annualized amount equivalent to the difference between the value of the economic increase (2.25%) and the actual salary increase, to be paid bi-weekly.~~
- d. ~~Effective August 5, 2004, employees, subject to paragraph b), shall receive a lump sum payment in an annualized amount equivalent to two decimal twenty five per cent (2.25%) of the employee's rate of pay, to be paid biweekly, in lieu of the economic increase.~~
- e. ~~Effective August 5, 2005, should the employee's salary be within the new salary band or lower or equal to the rate in the C line, the employee's new rate of pay shall be the step or rate in the C line which is closest to, but not less than, the rate of pay received on that day. Furthermore the employee shall be entitled to a lump sum in an annualized amount equivalent to the difference between the value of the economic increase (i.e. 2.4%) and the actual salary increase, to be paid bi-weekly.~~
- f. ~~Effective August 5, 2005, employees subject to paragraph b) shall receive a lump sum payment in an annualized amount equivalent to two decimal four per cent (2.4%) of the employee's rate of pay, to be paid bi-weekly, in lieu of the economic increase.~~



1

g. Effective August 5, 2006, should the employee's salary be within the new salary band or lower or equal to the rate in the he rate in the D line, the employee's new rate of pay shall be the step or rate in the D line which is closest to, but not less than, the rate of pay received on that day. Furthermore the employee shall be entitled to a lump sum payment in an annualized amount equivalent to the difference between the value of the economic increase (i.e. 2.5%) and the actual salary increase, to be paid bi-weekly.

h. Effective August 5, 2006, employees who continue to be subject to paragraph d) shall receive a lump sum payment in an annualized amount equivalent to two decimal five per cent (2.5%) of the employee's rate of pay, to be paid bi-weekly, in lieu of the economic increase.

i. All other provisions of the new collective agreement shall apply.

Bill Ryan

John
Laurie H. Wessely

Milo D.

Reed Torres

Michelle Daulton

Mark May

Robbie

F.S. Fort

Burday 872

The parties agree to these housekeeping amendments. All of these changes are without prejudice to the parties' substantive proposals in these articles, if applicable. For further clarity, the parties' proposals in these articles remain outstanding.

APPENDIX "A"

FIREFIGHTERS GROUP, SPECIFIC PROVISIONS AND RATES OF PAY

High angle rescue allowance

7.01 Employees who obtain and maintain certification in technical rescue operations and are assigned high angle rescue responsibilities in situations/incidents, other than rescue operations conducted at fires or crashes, specifically involving the rescue of individuals trapped beyond the reach of aerial ladder truck capabilities, on cranes, in dry docks or buildings, shall receive a monthly allowance of seventy five dollars (\$75). Entitlement to this allowance ends effective March 31, 2013.

Nuclear emergency response team

7.02 Firefighters working in fire halls at CFB Esquimalt and CFB Halifax, who are designated as members of a Nuclear Emergency Response Team, are trained, maintain their qualifications and are assigned duties, shall receive a monthly allowance of one hundred and fifty dollars (\$150). Entitlement to this allowance ends effective March 31, 2013.

For the Employer



For the Union

P.S. Prout
James Tomlinson
Muelo Jr
Michelle King
B. A.



Brendan Syk

The parties agree to this housekeeping amendment. This change is without prejudice to the parties' substantive proposal(s) in this article, if applicable. For further clarity, the parties' proposal(s) in this article remains outstanding.

APPENDIX "B"

GENERAL LABOUR AND TRADES GROUP SPECIFIC PROVISIONS AND RATES OF PAY

ANNEX "A-1"

GL, GENERAL LABOUR AND TRADES GROUP

Pay Notes

2. The apprentice rate of pay will be based on the following sub-groups:

m. Construction Inspecting Sub-Group (COI) (WFE) 10

For the Employer
[Handwritten signature]

For the Union
P.S. [Handwritten signature]
James [Handwritten signature]
Michelle [Handwritten signature]
Michelle [Handwritten signature]
Bob [Handwritten signature]
[Handwritten signature]
[Handwritten signature]
[Handwritten signature]
Brenda [Handwritten signature]

The parties agree to this housekeeping amendment. This change is without prejudice to the parties' substantive proposal(s) in this article, if applicable. For further clarity, the parties' proposal(s) in this article remains outstanding.

APPENDIX "B"
GENERAL LABOUR AND TRADES GROUPS SPECIFIC PROVISIONS AND RATES OF PAY

ANNEX "D": SPECIAL CONDITIONS APPLICABLE TO PASTURE MANAGERS, PASTURE RIDERS AND RANGE RIDERS

- 3.
 - ~~a. Pasture managers, pasture riders and range riders shall receive a horse allowance of one thousand two hundred and fifty dollars (\$1,250) per season, on a pro-142 rated basis, subject to the conditions that may have been determined by the Employer.~~
 - a. Effective August 5, 2013, pasture managers, pasture riders and range riders shall receive a horse allowance of one thousand seven hundred and fifty dollars (\$1,750) per season, on a pro-rated basis, subject to the conditions that may have been determined by the Employer.

Bill Ryan
 [Signature]
 Laurence Wessely
 [Signature]
 [Signature]
 [Signature]
 [Signature]
 [Signature]
 [Signature]
 [Signature]

[Signature]
 [Signature]
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 [Signature]
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[Signature] 29th
 [Signature]

The parties agree to this housekeeping amendment. This change is without prejudice to the parties' substantive proposal(s) in this article, if applicable. For further clarity, the parties' proposal(s) in this article remains outstanding.

APPENDIX "B"

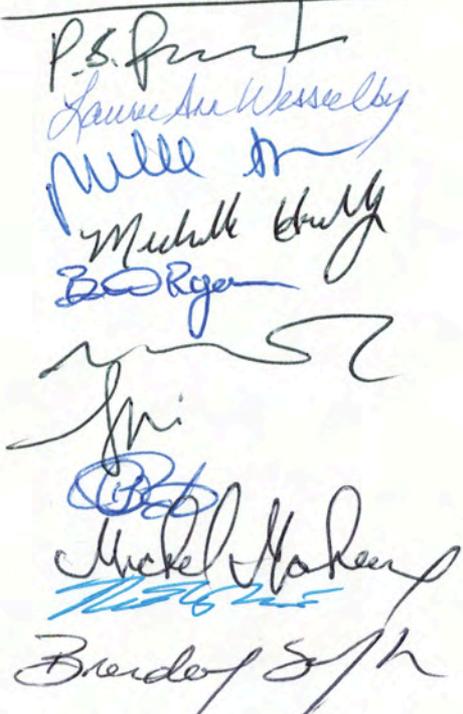
GENERAL LABOUR AND TRADES GROUP SPECIFIC PROVISIONS AND RATES OF PAY

**ANNEX "E"
SPECIAL CONDITIONS APPLICABLE TO LOCKMASTERS, BRIDGEMASTERS AND CANALMEN**

7. Canal operating employees will be granted compensation for all time worked on statutory holidays during the navigation season on the same scale as that granted to other GL employees according to clause ~~32.05~~ 32.07.

Such time shall be added to the compensatory leave account to be liquidated during the non-navigation season.

For the Employer


For the Union


The parties agree to this housekeeping amendment. This change is without prejudice to the parties' substantive proposal(s) in this article, if applicable. For further clarity, the parties' proposal(s) in this article remains outstanding.

APPENDIX "B"

GENERAL LABOUR AND TRADES GROUP SPECIFIC PROVISIONS AND RATES OF PAY

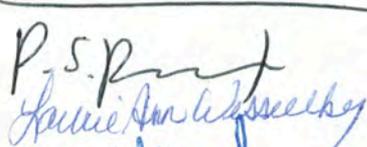
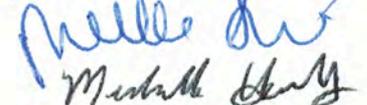
ANNEX "I"

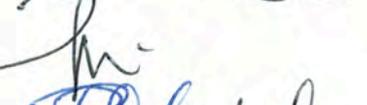
SPECIAL CONDITIONS APPLICABLE TO EMPLOYEES OF THE DEPARTMENT OF FISHERIES AND OCEANS SEA LAMPREY CONTROL UNIT

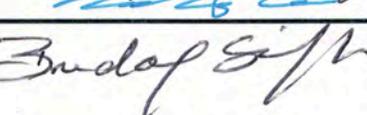
Notwithstanding the provisions of this agreement and clause 2.1, Hours of work and overtime of this appendix, the following conditions shall apply during such periods as employees of the Department of Fisheries and Oceans, Sea Lamprey Control Unit, are required to perform work away from their headquarters area during the "field season" with the result that it is impractical or impossible for them to return to their headquarters area on weekends:

1. Representatives of local management and duly authorised local representatives of employees, may jointly devise and decide on a mutually acceptable work schedule program which shall include a specified number of consecutive calendar days of work in the field followed by a specified number of earned days of rest and compensatory leave earned during the period of field duty. The schedule will not contain the specific hours of work on each day and the starting and quitting time shall be determined according to operational requirements on a daily basis, except that the normal daily hours of work shall be consecutive with the exception of a lunch break, and not in excess of eight (8) hours and, accordingly, clause 2.04 1.04 of this appendix shall not apply.

For the Employer


For the Union







The parties agree to this housekeeping amendment. This change is without prejudice to the parties' substantive proposal(s) in this article, if applicable. For further clarity, the parties' proposal(s) in this article remains outstanding.

APPENDIX "E"

HOSPITAL SERVICES GROUP SPECIFIC PROVISIONS AND RATES OF PAY

Hours of Work

1.03 Notwithstanding clause 2.02 1.02, the commencement and/or end of each shift, may be varied by fifteen (15) minutes to provide for the continuity and/or, an appropriate length of the meal period.

For the Employer
[Handwritten signature]

For the Union

P.S. Prout
[Handwritten signature]
Michelle Huddy
[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

The parties agree to this housekeeping amendment. This change is without prejudice to the parties' substantive proposal(s) in this article, if applicable. For further clarity, the parties' proposal(s) in this article remains outstanding.

APPENDIX "F"

LIGHTKEEPERS SPECIFIC PROVISIONS AND RATES OF PAY

General

5.02 The formula under which the allowance for meteorological and such related observations is calculated shall be maintained during the life of this agreement. However, clause ~~35.10~~ 36.09 of Article ~~35~~ 36 will not apply.

For the Employer

[Handwritten signatures for the Employer]

For the Union

[Handwritten signatures for the Union]

The parties agree to these housekeeping amendments. All of these changes are without prejudice to the parties' substantive proposals in these articles, if applicable. For further clarity, the parties' proposals in these articles remain outstanding.

DELETE REFERENCES TO "Cash"

ARTICLE 2 – INTERPRETATION AND DEFINITIONS

2.01

- f. **"compensatory leave"** (congé compensateur) means leave with pay in lieu of ~~cash~~ payment for overtime, for time worked on a designated paid holiday, travelling time compensated at overtime rate, call back pay, reporting pay, and standby pay. The duration of such leave will be equal to the time compensated or the minimum time entitlement, multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on the day immediately prior to the day on which leave is taken;

ARTICLE 37 – VACATION LEAVE WITH PAY

37.11

- a. Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave up to a maximum of two hundred and eighty (280) hours credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and eighty (280) hours shall be automatically paid ~~in-cash~~ at his or her daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.
- b. Notwithstanding paragraph (a), if on March 31, 2005, or on the date an employee becomes subject to this agreement subsequent to March 31, 2005, an employee has more than two hundred and eighty (280) hours of unused vacation leave credits, a minimum of eighty (80) hours per year shall be granted or paid ~~in-cash~~ by March 31 of each year, commencing on March 31, 2006, until all vacation leave credits in excess of two hundred and eighty (280) hours have been liquidated. Payment shall be in one instalment per year and shall be at the employee's daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31 of the applicable previous vacation year.

37.12 During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred and twenty (120) hour, or one hundred and twelve point five (112.5) hours, where the standard work week is thirty-seven decimal five (37.5) hours per week, may be paid ~~in-cash~~ at the employees' daily rate of pay as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position on March 31st of the previous vacation year.

ARTICLE 67 - PAY ADMINISTRATION

67.09 The Employer will endeavour to make ~~cash~~ payments for overtime and other premium payments within four (4) weeks following the end of the calendar month in which it is earned.

ARTICLE 68 – COMPENSATORY LEAVE

68.01 (a) All the overtime, travelling time compensated at overtime rates, standby pay, reporting pay, call-back pay, and time worked on a designated paid holiday, shall be **compensated with a payment in cash** except where, upon request of an employee and with the approval of the Employer, compensation shall be in equivalent leave with pay.

APPENDIX “A” (FR GROUP)**6.01 Compensation for Designated Paid Holidays**

- c. The employee shall select one of the following methods of lieu day compensation:
- i. ~~cash~~ payment;
 - ii. ~~compensatory~~ leave; or
 - iii. combination of ~~cash a~~ payment and compensatory leave.

- h. At the end of each fiscal year, the employee shall be paid ~~in-cash~~ for each unused lieu day at one and one-half (1 1/2) times his daily rate of pay.

APPENDIX “B” (GL GROUP)**ANNEX “E” - SPECIAL CONDITIONS APPLICABLE TO LOCKMASTERS, BRIDGEMASTERS AND CANALMEN****Article 3 – Overtime Calculation at Fiscal Year-End**

3.4 Compensation for overtime will be in the form of compensatory paid leave, except that any unliquidated compensatory leave remaining to an employee’s credit on the fifteen (15th) of May in any year will be paid ~~in-cash~~.

APPENDIX “B” (GL GROUP)**ANNEX “E” - SPECIAL CONDITIONS APPLICABLE TO LOCKMASTERS, BRIDGEMASTERS AND CANALMEN****Article 4 - Standby and Call Back**

4.4 Compensation for periods of standby and call-back as described in 4.1, 4.2 and 4.3 above shall be **compensated with a payment in-cash**.

APPENDIX “B” (GL GROUP)**ANNEX “E” - SPECIAL CONDITIONS APPLICABLE TO LOCKMASTERS, BRIDGEMASTERS AND CANALMEN****Article 6 - Pro Rata Provisions**

When an employee ceases to be employed, the employee or the employee’s estate shall be entitled to the compensation provided under Section 3 above on a pro rata basis and paid ~~in-cash~~ as of the employee’s termination date. However, an employee whose employment is terminated by reason of a declaration that the position was abandoned by the employee is entitled to receive such compensation if requested by the employee within six (6) months following the date of termination of employment.

APPENDIX “B” (GL GROUP)**ANNEX “E” - SPECIAL CONDITIONS APPLICABLE TO LOCKMASTERS, BRIDGEMASTERS AND CANALMEN****Article 8**

During canal navigation season, Canal Operating Employees unable to work because of illness, will be granted sick leave for compensatory leave purposes from their accumulated sick leave credits on an hour-for-hour basis of extra time scheduled to be worked; such sick leave will be transferred from accumulated sick leave credits to accumulated compensatory leave credits and is not subject to expansion or ~~cash~~ payment.

APPENDIX “B” (GL GROUP)**ANNEX “H” - SPECIAL CONDITIONS APPLICABLE TO EMPLOYEES IN AGRICULTURE AND AGRI-FOOD CANADA ENGAGED IN MILKING OPERATIONS****Article 1- Hours of Work and Overtime**

As provided in this Annex:

- b. Overtime shall be compensated ~~with a payment in-cash~~ except where, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent time off with pay.

The Employer shall grant compensatory time off at times convenient to both the employee and the Employer.

Compensatory time off with pay not taken by the end of the fiscal year will be paid ~~for in-cash~~.

APPENDIX “B” (GL GROUP)**ANNEX “J” - SPECIAL CONDITIONS APPLICABLE TO EMPLOYEES OF AGRICULTURE AND AGRI-FOOD CANADA ENGAGED IN HARVESTING OPERATIONS**

5. If, due to operational requirements, leave cannot be liquidated in the fiscal year in which it was earned, at a time convenient to both the employee and the Employer, unused compensatory leave credits may be paid ~~off in-cash~~ at the end of the fiscal year.

APPENDIX “C” (GS GROUP)**Article 2.05 - Overtime Compensation**

- c. overtime shall be compensated ~~with a payment in-cash~~ except that, upon request of an employee, the compensation shall be in equivalent leave with pay unless the Employer, by reason of operational requirements, is unable to grant such leave;
- e. compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid ~~for in-cash~~;

APPENDIX “D” (HP GROUP)**General****Article 3.06**

- a. Overtime shall be compensated ~~with a payment in-cash~~, except where upon request of an employee and with the approval of the Employer, overtime shall be compensated by leave with pay.

- c. If any above leave with pay earned cannot be liquidated by the end of a twelve (12) month period, to be determined by the Employer, then payment ~~in-cash~~ will be made at the employee's then current rate of pay.

APPENDIX "F" (LI GROUP)

Article 3.02 – Designated Paid Holidays

- a. When an employee dies or otherwise terminates his or her employment, the employee or the employee's estate shall be paid ~~in-cash~~ at his or her daily rate of pay for each unused lieu day.

APPENDIX "F" (LI GROUP)

Article 5.10 Absent Lightkeeper Duties

Where a lightkeeper is required by management to perform the duties of an absent lightkeeper from the same lightstation, the lightkeeper shall earn one (1) day of compensatory leave for each day the lightkeeper is required to perform the duties of the absent lightkeeper. However, where two (2) lightkeepers are required to share the duties of an absent lightkeeper from the same lightstation, they shall each earn one-half (1/2) day of compensatory leave for each day they are required to perform said additional duties. Compensatory leave credits earned in accordance with this Clause may be liquidated as leave or, at the employee's option, ~~by-cash~~ with a payment.

APPENDIX "G" (SC GROUP)

Article 1 - Interpretations and Definitions

1.01 For the purpose of this Agreement:

- g. "compensatory leave" means leave with pay in lieu of ~~cash~~ payment for overtime, for time worked on a designated paid holiday, or travelling time compensated at the overtime rate. The duration of such leave will be equal to the time compensated or the minimum time entitlement, multiplied by the applicable overtime rate.

APPENDIX "G" (SC GROUP)

Article 2.03 Overtime Compensation

2.03

f.

- i. Overtime shall be compensated ~~with a payment in-cash~~, except where the employee requests that it accumulate as compensatory leave.
 - ii. Compensatory leave shall accumulate at the equivalent cash value for the sub-group and level at which it is earned. Such accumulated compensatory leave shall be held in reserve to be liquidated in leave or ~~paid cash~~, subject to sub-clause (g), at the request of the employee and at the discretion of the Employer.
- g. Compensatory leave standing to the credit of an employee in excess of three hundred (300) hours will normally be paid ~~off-in cash~~, or the excess may be granted as leave at the request of the employee and the discretion of the Employer.

APPENDIX "G" (SC GROUP)**Article 3.04 Carry-Over and/or Liquidation of Vacation Leave****3.04**

- a. Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave up to a maximum of two hundred and eighty (280) hours for those employees working under Annex B, two hundred and ninety four (294) hours for those employees working under Annex C, three hundred and twenty six decimal two (326.2) hours for those employees working under Annex D; and five hundred and eighty-eight (588) hours for those employees working under Annex E, shall be automatically paid ~~in-cash~~ at his or her daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.
- b.
- iii. unused vacation leave credits in excess of the employee's accumulated leave maximum shall be automatically paid ~~in-cash~~ at his or her daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.

APPENDIX "G" (SC GROUP)**Article 14. Standby****14**

- g. Compensation earned pursuant to this article shall be compensated **with a payment in-cash**, except where, at the request of the employee and with the approval of the Employer, it will accumulate as compensatory leave.

APPENDIX "G" (SC GROUP)**Article 16. Security Duty****16**

- d. Compensation earned pursuant to this article shall be **compensated with a payment paid-in-cash**, except where the employee requests it to accumulate as compensatory leave. Compensation earned pursuant to this article that accumulates as compensatory leave is subject to the provisions of subclause 2.03(f)(ii) of this Appendix.

APPENDIX "G" (SC GROUP)**ANNEX "B" - CONVENTIONAL WORK SYSTEM****7. Compensation for Work on a Holiday**

- d. Compensation earned pursuant to this article shall be **compensated with a payment paid-in-cash**, except where the employee requests it to accumulate as compensatory leave. Compensation earned pursuant to this article that accumulates as compensatory leave is subject to the provisions of sub-clause 2.03(f)(ii) of this appendix.

APPENDIX “G” (SC GROUP)**ANNEX “C” 42 - HOUR AVERAGING WORK SYSTEM****Article 6.04 Overtime Compensation****6.04**

- c. All overtime earned, all compensation earned for performing security duty, and all compensation earned for work on a designated paid holiday shall accumulate as compensatory leave.

Compensation earned pursuant to this article that accumulates as compensatory leave is subject to the provisions of 2.03(f)(ii) of this Appendix.

Such accumulated compensatory leave shall be held in reserve to be liquidated in leave or **paid eash** at the request of the employee and the discretion of the Employer.

APPENDIX “G” (SC GROUP)**ANNEX “D” - 46.6 HOUR AVERAGING WORK SYSTEM****Article 7 Hours of Work and Overtime****7.01** To meet operational requirements:

- f. All overtime earned, all compensation earned for performing security duty, and all compensation earned for work on a designated paid holiday shall accumulate as compensatory leave. Compensation earned pursuant to this article that accumulates as compensatory leave is subject to the provisions of 2.03(f)(ii) of this Appendix. Such accumulated compensatory leave shall be held in reserve to be liquidated in leave or **paid eash** at the request of the employee and the discretion of the Employer.

APPENDIX “G” (SC GROUP)**ANNEX “E” - LAY-DAY WORK SYSTEM****Article 1 General****1****h.**

- i. It is recognised that lay-days are intended to be taken as time off work with pay. However, in cases of termination of employment or permanent appointment to a position that is not on a vessel operating on the lay-day system, or is not within the same department or region, lay-days shall be paid **in-eash**.
- ii. Notwithstanding (h)(i), at the request of the employee and with the concurrence of the Employer, lay-days may be converted into compensatory leave at the cash value equivalent to the lay-day rate of pay.
- iv. Earned lay-days paid **in-eash** pursuant to (h)(i) will be equal the lay-day rate of pay multiplied by one decimal five (1.5).

**APPENDIX “G” (SC GROUP)
ANNEX “E” - LAY-DAY WORK SYSTEM
Article 4 Administration**

4

- c. Lay-days which have been displaced by vacation leave may be paid out at the direction of the Employer. The employee will have the option of converting these days to either **a payment eash** or compensatory leave. When **a payment eash** is chosen by the employee, lay-days so displaced will be paid ~~in eash~~ at the lay-day rate of pay multiplied by one decimal five (1.5) lay-days displaced by vacation leave will be paid ~~in eash~~ at the lay-day rate of pay multiplied by two decimal zero (2.0).

**APPENDIX “G” (SC GROUP)
ANNEX “E” - LAY-DAY WORK SYSTEM
Article 6 Designated Holidays**

6

- b. For each designed holiday for which an employee is required to, and does work:
- i. an employee shall receive, in addition to his regular pay and lay-day factor, the cash equivalent to two decimal fifty (2.50) lay-days;
- d. At the request of the employee and with the concurrence of the Employer, compensation earned in accordance with paragraphs (a) and (b) above, may be converted into compensatory leave.
Compensation earned pursuant to this Annex that accumulates as compensatory leave is subject to the provisions of 2.03(f)(ii) of this Appendix.

Such accumulated compensatory leave shall be held in reserve to be liquidated in leave or **paid eash** at the request of the employee and the discretion of the Employer.

**APPENDIX “G” (SC GROUP)
ANNEX “E” - LAY-DAY WORK SYSTEM
Article 10 Hours of Work and Overtime**

10.04 All overtime earned and all compensation earned for performing security duty, shall accumulate as compensatory leave.

Compensation earned pursuant to this Annex that accumulates as compensatory leave is subject to the provisions of 2.03(f)(ii) of this Appendix.

Such accumulated compensatory leave shall be held in reserve to be liquidated in leave or **paid eash** at the request of the employee and the discretion of the Employer.

**APPENDIX “G” (SC GROUP)
Annex “J” – Compensatory Leave**

The Employer also recognizes the desirability of permitting employees to accumulate compensatory leave credits in excess of three hundred (300) hours for purposes such as seasonal lay-up, educational purposes and other reasonable requests. In the event that such an

accumulated compensatory leave is not used for the purpose requested it shall be liquidated **with a payment in cash.**

The following changes are required in the English version of the collective agreement

APPENDIX "I" – WORKFORCE ADJUSTMENT

Definitions

Education allowance (indemnité d'études)

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

Appendix "I" – Workforce Adjustment

Definitions

Transition Support Measure (mesure de soutien à la transition)

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

Appendix "I" – Workforce Adjustment

Part VI – Options for Employees

6.4 Options

6.4.1

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

For the Employer

For the Union

The parties agree to these housekeeping amendments. All of these changes are without prejudice to the parties' substantive proposals in these articles, if applicable. For further clarity, the parties' proposals in these articles remain outstanding.

CHANGE TO REFERENCES FOR "FPSLREB" and "FPSLRA"

ARTICLE 2 – INTERPRETATION AND DEFINITIONS

2.01

- j.** “employee” (employé-e) means a person so defined in the **Federal Public Service Sector Labour Relations Act** and who is a member of the bargaining unit specified in Article 9;

2.02 Except as otherwise provided in this agreement, expressions used in this agreement:

- a.** if defined in the **Federal Public Service Sector Labour Relations Act**, have the same meaning as given to them in the **Federal Public Service Sector Labour Relations Act**, and
- b.** if defined in the Interpretation Act, but not defined in the **Federal Public Service Sector Labour Relations Act**, have the same meaning as given to them in the Interpretation Act.

ARTICLE 7 – NATIONAL JOINT COUNCIL AGREEMENTS

7.01 Agreements concluded by the National Joint Council (NJC) of the public service on items which may be included in a collective agreement, and which the parties to this agreement have endorsed after December 6, 1978, will form part of this agreement, subject to the **Federal Public Service Sector Labour Relations Act (FPSLRA)** and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any act specified in section 113(b) of the **FPSLRA**.

7.02 The NJC items which may be included in a collective agreement are those which the parties to the NJC agreements have designated as such or upon which the Chairperson of the **Federal Public Service Sector Labour Relations and Employment Board** has made a ruling pursuant to clause (c) of the NJC Memorandum of Understanding which became effective December 6, 1978.

ARTICLE 11 – CHECK-OFF

11.05 No employee organization, as defined in section 2 of the **Federal Public Service Sector Labour Relations Act**, other than the Alliance, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees.

ARTICLE 14 – LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

Complaints made to the Federal Public Service Sector Labour Relations and Employment Board Pursuant to section 190(1) of the Federal Public Service Sector Labour Relations Act

14.01 When operational requirements permit, in cases of complaints made to the **Federal Public Service Sector Labour Relations and Employment Board** pursuant to section 190(1) of the **FPSLRA** alleging a breach of sections 157, 186(1)(a), 186(1)(b), 186(2)(a)(i), 186(2)(b) 187, 188(a) or 189(1) of the **FPSLRA**, the Employer will grant leave with pay:

- a.** to an employee who makes a complaint on his or her own behalf, before the **Federal Public Service Sector Labour Relations and Employment Board**,

14.03 The Employer will grant leave with pay:

- a. to an employee called as a witness by the **Federal Public Service Sector** Labour Relations **and Employment** Board,

ARTICLE 16 – ILLEGAL STRIKES

16.01 The **Federal Public Service Sector** Labour Relations Act provides penalties for engaging in illegal strikes. Disciplinary action may also be taken, which will include penalties up to and including termination of employment pursuant to paragraph 12(1)(c) of the Financial Administration Act, for participation in an illegal strike as defined in the **Federal Public Service Sector** Labour Relations Act.

ARTICLE 18 – GRIEVANCE PROCEDURE

INDIVIDUAL GRIEVANCES

18.02 Subject to and as provided in section 208 of the **Federal Public Service Sector** Labour Relations Act, an employee may present an individual grievance to the Employer if he or she feels aggrieved:

GROUP GRIEVANCES

18.03 Subject to and as provided in section 215 of the **Federal Public Service Sector** Labour Relations Act, the Alliance may present a group grievance to the Employer on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of the collective agreement or an arbitral award.

POLICY GRIEVANCES

18.04 Subject to and as provided in section 220 of the **Federal Public Service Sector** Labour Relations Act, the Alliance or the Employer may present a policy grievance in respect of the interpretation or application of the collective agreement or of an arbitral award.

GRIEVANCE PROCEDURE

18.10 Subject to and as provided for in the **Federal Public Service Sector** Labour Relations Act, a grievor who feels treated unjustly or aggrieved by an action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 18.08, except that:

18.27 Where a grievance has been presented up to and including the final level in the grievance procedure with respect to:

- a. the interpretation or application of a provision of this collective agreement or related Arbitral Award,
or
- b. termination of employment or demotion pursuant to paragraph 12(1)(c), (d) or (e) of the Financial Administration Act,
or
- c. disciplinary action resulting in suspension or financial penalty, and the grievance has not been dealt with to the grievor's satisfaction, it may be referred to adjudication in

accordance with the provisions of the **Federal Public Service Sector** Labour Relations Act and Regulations.

EXPEDITED ADJUDICATION

18.29 The parties agree that any adjudicable grievance may be referred to the following expedited adjudication process:

- b. When the parties agree that a particular grievance will proceed through Expedited Adjudication, the Alliance will submit to the **FPSLREB** the consent form signed by the grievor or the bargaining agent.
- c. The parties may proceed with or without an agreed statement of facts. When the parties arrive at an agreed statement of facts it will be submitted to the **FPSLREB** or to the Adjudicator at the hearing.
- e. The Adjudicator will be appointed by the **FPSLREB** from among its members who have had at least three (3) years' experience as a member of the Board.
- f. Each expedited adjudication session will take place in Ottawa, unless the parties and the **FPSLREB** agree otherwise. The cases will be scheduled jointly by the parties and the **FPSLREB**, and will appear on the **FPSLREB** schedule.

ARTICLE 26 – SHIFT PRINCIPLE

26.01

- a. When a full-time indeterminate employee is required to attend one of the following proceedings outside a period which extends before or beyond three (3) hours his or her scheduled hours of work on a day during which he or she would be eligible for a Shift Premium, the employee may request that his or her hours of work on that day be scheduled between 7 am and 6 pm; such request will be granted provided there is no increase in cost to the Employer. In no case will the employee be expected to report for work or lose regular pay without receiving at least twelve (12) hours of rest between the time his or her attendance was no longer required at the proceeding and the beginning of his or her next scheduled work period.
 - i. **Federal Public Service Sector Labour Relations and Employment Board** proceedings
Clauses 14.01, 14.02, 14.04, 14.05 and 14.06.

ARTICLE 37 – VACATION LEAVE WITH PAY LEAVE WHEN EMPLOYMENT TERMINATES

37.16 Appointment to a separate employer

Notwithstanding clause 37.13, an employee who resigns to accept an appointment with an organization listed in ~~Part II of Schedule I of the Public Service Staff Relations Act~~ **Schedule V of the Financial Administration Act** may choose not to be paid for unused vacation leave credits, provided that the appointing organization will accept such credits.

37.17 Appointment from a separate employer

An employee who has resigned from an organization listed in ~~Part II of Schedule I of the Public Service Staff Relations Act~~ **Schedule V of the Financial Administration Act** may, with concurrence of Employer, transfer up to two hundred and eighty (280) hours of earned vacation leave credits earned previously with that organization.

ARTICLE 41 – MATERNITY LEAVE WITHOUT PAY

41.02 Maternity allowance

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

ARTICLE 43 – PARENTAL LEAVE WITHOUT PAY

43.02 Parental allowance

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

ARTICLE 52: PERSONNEL SELECTION LEAVE

52.01 Where an employee participates in a personnel selection process, including the appeal process where applicable, for a position in the public service, as defined in the **Federal Public Service Sector** Labour Relations Act, the employee is entitled to leave with pay for the period during which the employee’s presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his or her presence is so required.

ARTICLE 65: PART-TIME EMPLOYEES

65.01 Definition

Part-time employee means an employee whose weekly scheduled hours of work on average are less than those established in the relevant Group Specific Appendix, but not less than those prescribed in the **Federal Public Service Sector** Labour Relations Act.

For the Employer


For the Union
P.S. Hunt
Laureen Kuselky
Juelle Bon
Michelle Haddy
Bao Ryan

