TREASURY BOARD NEGOTIATIONS 2018

Common Issues Table (PA-SV-TC-EB)

June 2018

Preamble:

This document represents common bargaining proposals of the Public Service Alliance of Canada for this round of negotiations for the PA, SV, TC and EB bargaining units. These proposals are being submitted without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

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

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

Where the word RESERVE appears, it means that the Union reserves the right to make proposals at a later date.

For ease of reference, the proposals were developed primarily using the PA collective agreement for wording and articles number. Consequential amendments may be required throughout all of the collective agreements.

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

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

ARTICLE 10
INFORMATION

Amend as follows:

10.01 The Employer agrees to supply the Alliance **and the local, on a monthly basis, with a list of all employee movements (in, out, actings, etc.) in the bargaining unit. The list referred to herein shall include the name, employing department, geographical location, classification of the employee, work email address, and if available, personal email, telephone and mailing address with the data entry log date. Such list shall be provided within one (1) month following the termination of each month. As soon as practicable, the Employer agrees to add to the above list the date of appointment for new employees.** ~~each quarter with the name, geographic location and classification of each new employee.~~

10.02 The Employer agrees to supply each employee with a copy of this Agreement and will endeavour to do so within one (1) month after receipt from the printer.

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

ARTICLE 13
EMPLOYEE REPRESENTATIVES

13.04

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

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

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

ARTICLE 14
LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

PA & EB SPECIFIC

NEW 14.14

Leave without pay for election to an Alliance office

14.14 The Employer will grant leave without pay to an employee who is elected as a full-time official of the Alliance within one (1) month after notice is given to the Employer of such election. The duration of such leave shall be for the period the employee holds such office.

ALL TABLES (PA, SV. TC, EB)

RESERVE

NEW

14.15 The Employer shall advise the Alliance within one week of the hiring of new Alliance-represented employees and shall grant leave with pay to a reasonable number of employees to provide Alliance orientation to all newly-hired Alliance-represented employees.

NEW

14.16 **Leave without pay, recoverable by the Employer, shall be granted for any other union business validated by the Alliance with an event letter.**

AMEND

14.~~14~~**17**

~~Effective January 1, 2018, l~~**L**eave **without pay** granted to an employee under **this** Article, **with the exception of article 14.14 above,** ~~14.02, 14.09, 14.10, 14.12 and 14.13~~ will be with pay; the PSAC will reimburse the Employer for the salary and benefit costs of the employee during the period of approved leave with pay according to the terms established by the joint agreement.

ARTICLE 20
SEXUAL HARASSMENT

Amend as follows:

Change title to: HARASSMENT AND ABUSE OF AUTHORITY

20.01 The Alliance and the Employer recognize the right of employees to work in an environment free from ~~sexual~~ harassment **and abuse of authority** and agree that ~~sexual~~ harassment **and abuse of authority** will not be tolerated in the workplace.

20.02 Definitions:

a) Harassment, violence or bullying includes any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation, or other physical or psychological injury, or illness to an employee, including any prescribed action, conduct or comment.

b) Abuse of authority occurs when an individual uses the power and authority inherent in his/her position to endanger an employee's job, undermines the employee's ability to perform that job, threatens the economic livelihood of that employee or in any way interferes with or influences the career of the employee. It may include intimidation, threats, blackmail or coercion.

~~20.02~~ 20.03

(a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

(b) If, by reason of paragraph (a), a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

~~20.03~~ 20.04

By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with ~~sexual~~ harassment. The selection of the mediator will be by mutual agreement **and such selection shall be made within thirty (30) calendar days of each party providing the other with a list of up to three (3) proposed mediators.**

~~20.04~~ 20.05

Upon request by the complainant(s) and/or respondent(s), an official copy of the investigation report shall be provided to them by the Employer, subject to the *Access to Information Act* and *Privacy Act*.

20.06

a) **No Employee against whom an allegation of discrimination or harassment has been made shall be subject to any disciplinary measure before the completion of any investigation into the matter, but may be subject to other interim measures where necessary.**

b) **If at the conclusion of any investigation, an allegation of misconduct under this Article is found to be unwarranted, all records related to the allegation and investigation shall be removed from the employee's file.**

20.07

At no time may electronic monitoring systems be used as a means to evaluate the performance of employees, or to gather evidence in support of disciplinary measures unless such disciplinary measures result from the commission of a criminal act.

ARTICLE 21
JOINT CONSULTATION

NEW

21.01 Senior members of Treasury Board, and key other departments as appropriate will meet with senior PSAC officials at least 8 times a year to consult on broad interdepartmental issues impacting PSAC members and the broad health and direction of the public service

21.0~~1~~**2** The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussion aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.

The Employer shall share all business cases and supporting documents with the union that impact PSAC workers and that include significant changes to the working conditions or job security across government and within departments. All business cases involving workplace change shall include an assessment of risk to employee's jobs, working conditions, health and safety (including mental health).

(Consequential renumbering)

21.07 Nothing in this Article exempts the Employer from its obligations with respect to any consultations required by legislation.

ARTICLE 24
TECHNOLOGICAL CHANGES

24.01 The parties have agreed that, in cases where, as a result of technological change, the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function**, the relocation of a work unit or work formerly performed by a work unit,** Appendix D, Work Force Adjustment, will apply. In all other cases, the following clauses will apply.

24.02 In this article, "technological change" means:

a. the introduction by the Employer of equipment, ~~or~~ material, **systems or software** of a different nature than that previously utilized;
and

b. a change in the Employer's operation directly related to the introduction of that equipment, ~~or~~ material, **systems or software.**

24.03 ~~Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations.~~ Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.

24.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than ~~one hundred and eighty (180)~~ **three hundred and sixty (360)** days' written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

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

a. the nature and degree of the technological change;

b. the date or dates on which the Employer proposes to effect the technological change;

c. the location or locations involved;

d. the approximate number and type of employees likely to be affected by the technological change;

e. the effect that the technological change is likely to have on the terms and conditions of employment of the employees affected.

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

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

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

ARTICLE 30
DESIGNATED PAID HOLIDAYS

Amend as follows:

30.01 Excluded Provisions

Certain employees classified as ST, CR and AS (see Appendix B) are excluded from clauses 30.06 to 30.09.

30.02 Subject to clause 30.03, the following days shall be designated paid holidays for employees:

(a) New Year's Day;

(b) Good Friday;

(c) Easter Monday;

(d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday;

(e) National Indigenous Peoples Day

(f) ~~(e)~~ Canada Day;

(g) ~~(f)~~ Labour Day;

(h)~~(g)~~ the day fixed by proclamation of the Governor in Council as a general day of thanksgiving;

(i) ~~(h)~~ Remembrance Day;

(j) ~~(i)~~ Christmas Day;

(k) ~~(j)~~ Boxing Day;

(l) ~~(k)~~ **two (2)** ~~one~~ additional days in each year that, in the opinion of the Employer, ~~is~~ **are** recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional ~~day is~~ **days are** recognized as a provincial or civic holiday, the **third Monday in February and the** first (1st) Monday in August;

(m) ~~(l)~~ one additional day when proclaimed by an Act of Parliament as a national holiday.

30.08

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

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

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

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

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

TC Specific

TI 32.01 consequential amendments: Increase from (11) days to (13) days.

SV Specific

Appendix A Firefighter

6.01 a) consequential amendments: Increase from (11) days to (13) days.

ARTICLE 34
VACATION LEAVE

ALL TABLES (PA, SV, TC, EB)

Accumulation of vacation leave credits

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

a. nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's ~~eighth (8th)~~ **fifth (5th)** year of service occurs;

b. twelve decimal five (12.5) hours commencing with the month in which the employee's ~~eighth (8th)~~ **fifth (5th)** anniversary of service occurs;

~~c. thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;~~

~~d. fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;~~

d. fifteen decimal six two five (15.625) hours commencing with the month in which the employee's ~~eighteenth (18th)~~ **tenth (10)** anniversary of service occurs;

~~**e.** sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;~~

f. eighteen decimal seven five (18.75) hours commencing with the month in which the employee's ~~twenty-eighth (28th)~~ **twenty-third (23th)** anniversary of service occurs~~.~~**;**

g. Twenty (20) hours commencing with the month in which the employee's thirtieth (30th) anniversary of service occurs;

h. Twenty-one decimal eight seven five (21.875) hours commencing with the month in which the employee's thirty-fifth (35th) anniversary of service occurs.

34.11 Carry-over and/or liquidation of vacation leave

a) Where, in any vacation year, an employee has not **used** ~~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 sixty-two decimal five (262.5) hours credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours shall be automatically paid in cash at his or her 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.

PA SPECIFIC PROPOSAL:

Note: Changes to this article will come into effect on April 1st following the signing date of the agreement.

Scheduling of Vacation Leave With Pay

34.05

(a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.

(b) Vacation scheduling: **Period**	**Employee Submission Deadline**	**Employer Response Deadline**	**Start of Leave Period**	**End of Leave Period**
Summer	April 15	May 1	June 1	September 30
Fall	August 15	September 1	October 1	November 30
Winter	September 15	October 1	December 1	March 31
Spring	February 15	March 1	April 1	May 31

(i) Employees will submit their annual leave requests for the summer leave period on or before April 15th, **and on or before August 15th for the fall leave period,** and on or before September 15th for the winter leave periods**, and on or before February 15th for the spring leave period**. The Employer will respond to such requests no later than May 1st for the summer leave period**, and no later than September 1st for the fall leave period,** and no later than October 1st for the winter holiday season leave periods; **and no later than March 1st for the spring leave period.**

Notwithstanding the preceding paragraph, with the agreement of the Alliance, departments may alter the specified submission dates for the leave requests. If the submission dates are altered, the employer must respond to the leave request 15 days after such submission dates;

(ii) The ~~summer and winter~~ holidays periods are:

– for the summer leave period, between June 1 and September 30;

– **for the fall leave period, between October 1 and November 30;**

– for the winter holiday season leave period, between December 1 and March 31;

– **for the spring leave period, between April 1 and May 31.**

(iii) In cases where there are more vacation leave requests for a specific period than can be approved due to operational requirements, years of service as defined in clause 34.03 of the Agreement, shall be used as the determining factor for granting such requests. For summer leave requests, years of service shall be applied for a maximum of two weeks per employee in order to ensure that as many employees as possible might take annual leave during the summer months;

(iv) Years of service as defined in clause 34.03 shall be used as the determining factor for granting requests only when the leave request plus **any** scheduled days of rest **and/or designated paid holidays** total seven (7) or more consecutive calendar days off.

(v) Requests submitted after April 15th for the summer leave period and **after August 15th for the fall period, and after** September 15th for the winter leave period**, and after March 1st for the spring leave period,** shall be dealt with on a first (1st) come first (1st) served basis **and requests for such leave shall not be unreasonably denied.**

(c) ~~Subject to the following subparagraphs~~, ~~t~~**T**he Employer ~~reserves the right to schedule an employee's vacation leave but~~ shall make every reasonable effort:

(i) to provide an employee's vacation leave in an amount and at such time as the employee may request;

(ii) not to recall an employee to duty after the employee has proceeded on vacation leave;

(iii) not to cancel or alter a period of vacation or furlough leave which has been previously approved in writing.

EB SPECIFIC PROPOSAL:

Scheduling of vacation leave with pay

Clause ED-20.05 applies only to the ED Group:

ED 20.05 Granting of vacation leave with pay

In scheduling vacation leave with pay, the Employer shall, subject to the operational requirements of the service, make every reasonable effort:

a. to grant the employee his or her vacation leave during the fiscal year in which it is earned and in a manner acceptable to the employee, if so requested by the employee prior to March 31, for periods of leave which extend between May 1 and

October 31, and if so requested by the employee prior to October 1, for periods of leave which extend between November 1 and April 30;

b. to grant an employee vacation leave when specified by the employee if:

   i. the period of vacation leave requested is less than a week and

   ii. the employee gives the Employer at least two (2) days' advance notice for each day of vacation leave requested.

c. The Employer may for good and sufficient reason grant vacation leave on shorter notice than that provided for in (b).

Clause LS/EU-20.05 applies to the LS Group and EU Group only:

LS/EU 20.05

~~a. Employees are expected to take all of their vacation leave during the vacation year in which it is earned.~~

b. ~~In order to maintain operational requirements,~~ t**T**he Employer ~~reserves the right to schedule employee's vacation leave but~~ shall make every reasonable effort to provide an employee's vacation in an amount and at such time as the employee may request.

SV SPECIFIC PROPOSAL:

37.05

~~a. Employees are expected to take all their vacation leave during the vacation year in which it is earned.~~

~~b. The Employer reserves the right to schedule an employee's vacation leave.~~ In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort to:

   i. grant an employee's vacation leave in an amount and at such time as the employee may request;

   ii. not recall an employee to duty after the employee has proceeded on vacation leave;

   iii. not cancel nor alter a period of vacation leave which has been previously approved in writing;

iv. ensure that, at the request of employee, vacation leave in periods of two (2) weeks or more are started following a scheduled period of rest days.

c. Representatives of the Alliance shall be given the opportunity to consult with representatives of the Employer on vacation schedules.

ARTICLE 36
MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

Amend as follows:

Change title to "Medical Appointments for pregnant employees or persons with chronic medical conditions"

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

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

ARTICLE 38
MATERNITY LEAVE WITHOUT PAY

The Union reserves the right to introduce further proposals in relation to Bill 174, an act amending the Québec Parental Insurance Plan.

38.01 Maternity leave without pay

a. An employee who becomes pregnant shall, upon request, be grant maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.

b. Notwithstanding paragraph (a):

i. where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,

or

ii. where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period while her newborn child is hospitalized,

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

c. The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.

d. The Employer may require an employee to submit a medical certificate certifying pregnancy.

e. An employee who has not commenced maternity leave without pay may elect to:

i. use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;

ii. use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 35: sick leave with pay. For purposes of this subparagraph, the terms

"illness" or "injury" used in Article 35: sick leave with pay, shall include medical disability related to pregnancy.

f. An employee shall inform the Employer in writing of her plans to take leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks before the initial date of continuous leave of absence while termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.

g. Leave granted under this clause shall be counted 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 be counted for pay increment purposes.

38.02 Maternity allowance

a. An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), provided that she:

i. has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,

ii. provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,

and

iii. has signed an agreement with the Employer stating that:

A. she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;

~~B. following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;~~

~~C. should she fail to return to work for the Employer, Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of~~

~~work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, she will be indebted to the Employer for an amount determined as follows:~~

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

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

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

~~c.~~

b. 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 Québec 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, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.

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

d. The maternity allowance to which an employee is entitled is limited to that provided in paragraph (~~c~~ **b**) 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 Québec.

e. The weekly rate of pay referred to in paragraph (~~c~~ **b**) 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.

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

g. Notwithstanding paragraph (~~g~~ **f**), and subject to subparagraph (~~f~~ **e**)(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.

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

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

38.03 Special maternity allowance for totally disabled employees

a. An employee who:

   i. fails to satisfy the eligibility requirement specified in subparagraph 38.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the Government Employees Compensation Act prevents her from receiving Employment Insurance or Québec Parental Insurance Plan maternity benefits,

      and

   ii. has satisfied all of the other eligibility criteria specified in paragraph 38.02(a), other than those specified in sections (A) ~~and (B)~~ of subparagraph 38.02(a)(iii),

   shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD plan or through the Government Employees Compensation Act.

b. An employee shall be paid an allowance under this clause and under clause 38.02 for a combined period of no more than the number of weeks while she would have been eligible for maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or Québec Parental Insurance Plan maternity benefits for the reasons described in subparagraph (a)(i).

ARTICLE 40
PARENTAL LEAVE WITHOUT PAY

The Union reserves the right to make further proposals in relation to Bill 174, an Act amending the provision under the Québec Parental Insurance Plan

40.01 Parental leave without pay

a. Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to ~~thirty-seven~~ **sixty-three** (~~37~~**63**) consecutive weeks in the ~~fifty-two~~ **seventy-eight** (~~52~~ **78**) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.

b. Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to ~~thirty-seven~~ **sixty-three** (~~37~~**63**) consecutive weeks in the ~~fifty-two~~ **seventy-eight** (~~52~~ **78**) period 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 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

40.02 Parental allowance

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), 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 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 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 parental allowance, in addition to the period of time referred to in section 38.02(a)(iii)(B), if applicable;~~

~~C. should he or she fail to return to work for the Employer, Parks Canada, the Canada Revenue Agency or the Canadian Food~~

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

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

~~however, an employee whose specified period of employment expired and who is rehired in any portion of the core public administration as specified in the Public Service Labour Relations Act or Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency within 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).~~

~~c.~~

b. Parental Allowance payments made in accordance with the SUB Plan will consist of the following:

i. where an employee is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;

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

iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period;

iv. where an employee has received the full ~~thirty-five~~ **sixty-one** (~~35~~ **61**) weeks of parental benefit 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, 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 38.02(~~c~~ **b**)(iii) for the same child.

c. At the employee's request, the payment referred to in subparagraph 40.02(~~c~~ **b**)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan parental benefits.

d. The parental allowance to which an employee is entitled is limited to that provided in paragraph (~~c~~ **b**) 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 Parental Insurance Act in Quebec.

e. The weekly rate of pay referred to in paragraph (~~c~~ **b**) 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.

f. The weekly rate of pay referred to in paragraph (~~f~~ **e**) shall be the rate to which the employee is entitled for the substantive level to which he or she is appointed.

g. Notwithstanding paragraph (~~g~~ **f**), and subject to subparagraph (~~f~~ **e**)(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.

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

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

j. The maximum combined, shared maternity and parental allowances payable under this collective agreement shall not exceed ~~fifty-two~~ **seventy-eight** (~~52~~ **78**) weeks for each combined maternity and parental leave without pay.

40.03 Special parental allowance for totally disabled employees

a. An employee who:

   i. fails to satisfy the eligibility requirement specified in subparagraph 40.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or through the Government Employees Compensation Act prevents the employee from receiving Employment Insurance or Québec Parental Insurance Plan benefits,

      and

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

b. An employee shall be paid an allowance under this clause and under clause 40.02 for a combined period of no more than the number of weeks while the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in subparagraph (a)(i).

ARTICLE 42
COMPASSIONATE CARE LEAVE

42.01 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) Compassionate Care Benefits may be granted leave for periods of **up to twenty-eight (28) weeks** ~~less than three (3) weeks~~ while in receipt of or awaiting these benefits.

~~**42.02** 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.~~

42.0~~3~~**2** When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.

~~**42.04** When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, clauses 42.01 and 42.02 above cease to apply.~~

42.03 Leave granted under this clause shall be counted 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 be counted for pay increment purposes.

42.04 Where an employee is subject to a waiting period before receiving Employment Insurance Compassionate Care benefits, he or she shall receive an allowance of ninety-three per cent (93%) of her weekly rate of pay.

42.05 For each week the employee receives a Compassionate Care benefit under the *Employment Insurance Plan*, he or she shall receive the difference between ninety-three per cent (93%) of his or her weekly rate and the Compassionate Care benefit.

NEW ARTICLE
LEAVE RELATED TO CRITICAL ILLNESS

XX.01 Notwithstanding the definition of "family" found in clause 2, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Family Caregiver Benefits may be granted leave for periods of up to thirty-seven (37) weeks while in receipt of or awaiting these benefits.

XX.02 When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Family Caregiver Benefits has been accepted.

XX.03 Leave granted under this clause shall be counted 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 be counted for pay increment purposes.

XX.04 W**here an employee is subject to a waiting period before receiving Employment Insurance Family Caregiver benefits, he or she shall receive an allowance of ninety-three per cent (93%) of his or her weekly rate of pay.**

XX.05 For each week the employee receives Family Caregiver benefit under the *Employment Insurance Plan*, he or she shall receive the difference between ninety-three per cent (93%) of his or her weekly rate and EI Family Caregiver Benefits.

ARTICLE 65
PAY ADMINISTRATION

RESERVE

65.07

a. When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least ~~three (3)~~ **one (1)** ~~consecutive working~~ day~~s~~ or shift~~s~~, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.

b. When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.

65.X1

a. An employee who is required to act at a higher level shall receive an increment at the higher level after having reached fifty-two (52) weeks of cumulative service at the same level.

b. For the purpose of defining when employee will be entitled to go to the next salary increment of the acting position, "cumulative" means all periods of acting at the same level.

65.X2

Any NJC allowances an employee is in receipt of when the employee commences to act in a higher classification shall be maintained without interruption during the period the employee is acting.

NEW ARTICLE
DOMESTIC VIOLENCE LEAVE

XX:01 The Employer recognizes that employees sometimes face situations of violence or abuse, which may be physical, emotional or psychological, in their personal lives that may affect their attendance and performance at work.

XX:02 Employees experiencing domestic violence will be able to access ten (10) days of paid leave for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, without prior approval.

XX:03 The Employer agrees that no adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic violence.

XX:04 The Employer will approve any reasonable request from an employee experiencing domestic violence for the following:

- Changes to their working hours or shift patterns;
- Job redesign, changes to duties or reduced workload;
- Job transfer to another location or department or business line;
- A change to their telephone number, email address, or call screening to avoid harassing contact; and
- Any other appropriate measure including those available under existing provisions for family-friendly and flexible working arrangements.

XX:05 All personal information concerning domestic violence will be kept confidential in accordance with relevant legislation, and shall not be disclosed to any other party without the employee's express written agreement. No information on domestic violence will be kept on an employee's personnel file without their express written agreement.

Workplace Policy

XX.06 The Employer will develop a workplace policy on preventing and addressing domestic violence at the workplace. The policy will be made accessible to all employees and will be reviewed annually. Such policy shall explain the appropriate action to be taken in the event that an employee reports domestic violence or is perpetrating domestic violence, identify the process for reporting,

risk assessments and safety planning, indicate available supports and protect employees' confidentiality and privacy while ensuring workplace safety for all.

Workplace supports and training

XX.07 The Employer will provide awareness training on domestic violence and its impacts on the workplace to all employees.

XX.08 The Employer will identify a contact in [Human Resources/Management] who will be trained in domestic violence and privacy issues for example: training in domestic violence risk assessment and risk management. The Employer will advertise the name of the designated domestic violence contact to all employees.

The Advocate

XX.09 The Employer and the Alliance recognize that employees who identify as women sometimes need to discuss with another woman matters such as violence or abuse or harassment, at home or in the workplace. Workers who are women may also need to find out about resources in the workplace or community to help them deal with these issues such as the EAP program, a women's shelter, or a counsellor.

XX.10 For these reasons, the parties agree to recognize the role of Advocate in the workplace.

XX.11 The Advocate will be determined by the Alliance from amongst the bargaining unit employees who identify as women.

XX.12 The Advocate will meet with women workers as required and discuss problems with them and assist accordingly, referring them to the appropriate agency when necessary.

XX.13 The Employer will provide access to a private office in order for the Advocate to meet with employees confidentially, and will provide access to a confidential telephone line and voice mail that is maintained by the Advocate and accessible to all women in the workplace. The Advocate will also have access to a management support person to assist her in her role when necessary.

XX.14 The Employer and the Alliance will develop appropriate communications to inform all women employees of the advocacy role of the Women's Advocate and information on how to contact her.

XX.15 The Advocate will participate in an initial basic training and an annual update training program to be delivered by the Alliance. The Employer agrees that leave for such training shall be with pay and will cover reasonable expenses associated with such training, such as lodging, transportation and meals.

XX.16 Notwithstanding any of the above, no employee shall be prevented from accessing the service of the Advocate or of becoming an Advocate.

NEW ARTICLE
TERM EMPLOYMENT

Excluded provisions: For the purpose of Article XX.07, the summer pedagogical break for term 10-month ED-ESTs and EU-TEAs does not constitute a break in service.

RESERVE

XX.01 Term employment is one option to meet temporary business needs, such as backfilling temporary vacancies resulting from indeterminate employees on leave or on acting/developmental assignments, or for short-term projects or for fluctuating workloads.

XX.02 This option shall be used only in situations where a need clearly exists for a limited time and is not anticipated to become a permanent ongoing need.

XX.03 A series of term appointments shall not be used to avoid the hiring of full-time indeterminate employees.

XX.04 Term employees shall be entitled to all of the rights, privileges and benefits of the Collective Agreement.

XX.05 Term employees shall be treated fairly and responsibly (i.e. reasonable renewal/ non-renewal notice, performance feedback, appointments/re-appointments that truly reflect the expected duration of the work, and orientation upon initial appointment).

XX.06 Term employment shall not be used as a substitute probationary period for indeterminate staffing.

XX.07 Where a person who has been employed in the same department/agency as a term employee for a cumulative working period of three (3) years without a break in service longer than sixty (60) consecutive calendar days, the department/agency shall appoint the employee indeterminately at the level of his/her substantive position. The "same department" includes functions that have been transferred from another department/agency by an Act of Parliament or by an Order-in-Council.

XX.08 The Employer agrees not to artificially create a break in service or reduce a term employee's scheduled hours in order to prevent the employee from attaining full-time indeterminate status.

XX.09 Periods of term employment where the source of funding for salary dollars is from external sources and for a limited duration (sunset funding) shall not count as part of the cumulative working period. Departments/agencies

shall identify a program, project, or initiative as being sunset funded. Term employees shall be advised in writing, at the time that they are offered employment or re-appointed in such programs/projects/initiatives, that their period of employment will not count in the calculation of the cumulative working period for indeterminate appointment. However, periods of term employment immediately before and after such employment shall count as part of the cumulative working period where no break in service longer than 60 consecutive calendar days has occurred.

Moreover, if a period of term employment that occurs immediately after a period of sunset funding is a continuation of the work or project, which the sunset funding initially supported, but with operational funding for the same purpose, the period of time during which the sunset funding applied will count in the calculation of the cumulative working period as long as no break in service longer than 60 consecutive calendar days has occurred.

NEW ARTICLE
PROTECTIONS AGAINST CONTRACTING OUT

RESERVE

XX.01 The Employer shall use existing employees or hire and train new employees before contracting out work described in the Bargaining Certificate and in the Group Definition.

XX.02 The Employer shall consult with the Alliance and share all information that demonstrates why a contracting out option is preferable. This consultation shall occur before a decision is made so that decisions are made on the best information available from all stakeholders.

XX.03 Shared information shall include but is not limited to expected working conditions, complexity of tasks, information on contractors in the workplace, future resource and service requirements, skills inventories, knowledge transfer, position vacancies, workload, and potential risks and benefits to impacted employees, all employees affected by the initiative, and the public.

XX.04 The Employer shall consult with the Alliance before:

i) any steps are taken to contract out work currently performed by bargaining unit members;

ii) any steps are taken to contract out future work which could be performed by bargaining unit members; and

iii) prior to issuing any Request For Interest proposals.

XX.05 The Employer shall review its use of temporary staffing agency personnel on an annual basis and provide the Alliance with a comprehensive report on the uses of temporary staffing, no later than three (3) months after the review is completed. Such notification will include comparable Public Service classification level, tenure, location of employment and reason for employment, and the reasons why indeterminate, term or casual employment was not considered, or employees were not hired from an existing internal or external pool.

NEW ARTICLE

MEDICAL APPOINTMENTS

Medical or Dental Appointments

XX.01 Employees should make every reasonable effort to schedule medical or dental appointments on their own time. However, in the event that medical or dental appointments cannot be scheduled outside of working hours, employees shall be granted leave with pay to attend medical or dental appointments.

Medical Certificate

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

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

VARIOUS ARTICLES

RCMP CM SPECIFIC WORKING CONDITIONS

RESERVE

VARIOUS ARTICLES

PHOENIX RELATED ISSUES

RESERVE

NEW ARTICLE
STAFFING

RESERVE

NEW
SOCIAL JUSTICE FUND

The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such a contribution will be made for all hours worked by each employee in the bargaining unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letter Patent of the PSAC Social Justice Fund.

APPENDIX D
WORKFORCE ADJUSTMENT

Changes proposed in this Appendix shall take effect on June 21, 2018

Definitions

Amend the definition of affected employee

Affected employee (employé-e touché)

> Is an indeterminate employee who has been informed in writing that his or her services may no longer be required because of a workforce adjustment situation **or an employee affected by a relocation**.

Amend the definition of alternation (housekeeping)

Alternation (échange de postes)

Occurs when an opting employee ~~(not a surplus employee)~~ **or an employee with a twelve-month surplus priority period** 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.

Amend the definition of Educationi 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)~~ **twenty thousand dollars ($20,000).**

Amend definition of GRJO (language redundant given 6.1.1)

> Guarantee of a reasonable job offer (garantie d'une offre d'emploi raisonnable)
> Is a guarantee of an offer of indeterminate employment within the core public administration provided by the deputy head to an indeterminate employee who is affected by workforce adjustment. Deputy heads will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict that employment will be available in the core public

administration. ~~Surplus employees in receipt of this guarantee will not have access to the options available in Part VI of this Appendix.~~

Amend definition of reasonable job offer (redundant given new 1.1.19)

Reasonable job offer (offre d'emploi raisonnable)

Is an offer of indeterminate employment within the core public administration, normally at an equivalent level, but which could include lower levels. Surplus employees must be ~~both~~ trainable ~~and mobile~~. ~~Where practicable, a reasonable job offer shall be within the employee's headquarters as defined in the Travel directive~~. In alternative delivery situations, a reasonable offer is one that meets the criteria set out under type 1 and type 2 in Part VII of this appendix. A reasonable job offer is also an offer from a FAA Schedule V employer, providing that:

a) The appointment is at a rate of pay and an attainable salary maximum not less than the employee's current salary and attainable maximum that would be in effect on the date of offer.

b) It is a seamless transfer of all employee benefits including a recognition of years of service for the definition of continuous employment and accrual of benefits, including the transfer of sick leave credits, severance pay and accumulated vacation leave credits.

Part 1: roles and responsibilities

1.1 Departments or organizations

NEW 1.1.7 (renumber current 1.1.7 ongoing)

1.1.7 When a deputy head determines that the indeterminate appointment of a term employee would result in a workforce adjustment situation, the deputy head shall communicate this to the employee within thirty (30) days of having made the decision, and to the union in accordance with the notification provisions in 2.1.5.

Deputy heads shall review the impact of workforce adjustment on no less than an annual basis to determine whether the conversion of term employees will no longer result in a workforce adjustment situation for indeterminate employees. If it will not, the suspension of the roll-over provisions shall be ended.

If an employee is still employed with the department more than three (3) years after the calculation of the cumulative working period for the purposes of converting an employee to indeterminate status is suspended the employee shall be made indeterminate or be subject to the obligations of the Workforce Adjustment appendix as if they were.

NEW 1.1.19 (renumber current 1.1.19 ongoing)

1.1.19

a) The employer shall make every reasonable effort to provide an employee with a reasonable job offer within a forty (40) kilometre radius of his or her work location.

b) In the event that reasonable job offers can be made within a forty (40) kilometre radius to some but not all surplus employees in a given work location, such reasonable job offers shall be made in order of seniority.

c) In the event that a reasonable job offer cannot be made within forty (40) kilometres, every reasonable effort shall be made to provide the employee with a reasonable job offer in the province or territory of his or her work location, prior to making an effort to provide the employee with a reasonable job offer in the public service.

d) In the event that reasonable job offers can be provided to some but not all surplus employees in a given province or territory, such reasonable job offers shall be made in order of seniority.

e) An employee who chooses not to accept a reasonable job offer which requires relocation to a work location which is more than sixteen (16) kilometres from his or her work location shall have access to the options contained in section 6.4 of this Appendix.

Part II: official notification

2.1 Department or organization

NEW 2.1.5 (renumber current 2.1.5 ongoing)

2.1.5 When a deputy head determines that specified term employment in the calculation of the cumulative working period for the purposes of converting an employee to indeterminate status shall be suspended to protect indeterminate employees in a workforce adjustment situation, the deputy head shall:

(a) inform the PSAC or its designated representative, in writing, at least 30 days in advance of its decision to implement the suspension and the names, classification and locations of those employees and the date on which their term began, for whom the suspension applies. Such notification shall include the reasons why the suspension is still in place for each employee and what indeterminate positions that shall be subject to work force adjustment if it were not in place.

(b) inform the PSAC or its designated representative, in writing, once every 12 months, but no longer than three (3) years after the suspension is enacted, of the names, classification, and locations of those employees and the date on which their term began, who are still employed and for which the suspension still applies. Such notification shall include the reasons why the suspension is still in place for each employee and what indeterminate positions that shall be subject to work force adjustment if it were not in place.

(c) inform the PSAC no later than 30 days after the term suspension has been in place for 36 months, and the term employee's employment has not been ended for a period of more than 30 days to protect indeterminate employees in a workforce adjustment situation, the names, classification, and locations of those employees and the date on which their term began and the date that they will be made indeterminate. Term employees shall be made indeterminate within 60 days of the end of the three-year suspension.

Part IV: retraining

4.1 General

4.1.2 It is the responsibility of the employee, home department or organization and appointing department or organization to identify retraining opportunities, **including language training opportunities,** pursuant to subsection 4.1.1.

4.1.3 When a retraining opportunity has been identified, the deputy head of the home department or organization shall approve up to two (2) years of retraining. **Opportunities for retraining, including language training, shall not be unreasonably denied.**

Part VI: options for employees

6.1 General

6.1.1 Deputy heads will be expected to provide a guarantee of a reasonable job offer for those affected employees for whom they know or can predict that employment will be available. A deputy head who cannot provide such a guarantee shall provide his or her reasons in writing, if so requested by the employee. **Except as specified in 1.1.19 (e), employees** ~~Employees~~ in receipt of this guarantee will not have access to the choice of options **in 6.4** below.

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)~~ **twenty thousand dollars ($20,000)** 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:

Part VII: special provisions regarding alternative delivery initiatives

7.2 General

7.2.1 The provisions of this part apply only in the case of alternative delivery initiatives and are in exception to other provisions of this appendix. Employees who are affected by alternative delivery initiatives and who receive job offers from the new employer shall be treated in accordance with the provisions of this part, and only where specifically indicated will other provisions of this appendix apply to them. **Employees who are affected by alternative delivery initiatives and who do not receive job offers from the new employer shall be treated in accordance with the provisions of Parts I-VI of this Appendix.**

APPENDIX F

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)~~ **ninety (90)** days from the date of signing.

APPENDIX M

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

RESERVE

APPENDIX N

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

RESERVE

APPENDIX O

MEMORANDUM OF AGREEMENT ON SUPPORTING EMPLOYEE WELLNESS

DELETE