



TREASURY BOARD NEGOTIATIONS 2026

Border Services (FB)

June 17, 2026

Preamble:

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

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

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

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

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

The Union proposes to render the parties' collective agreement gender neutral over the course of this round of negotiations.

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 2 INTERPRETATION AND DEFINITIONS

“Family” (famille) except where otherwise specified in this agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, stepbrother, stepsister, spouse (including common-law partner resident with the employee), child (including child of common-law partner), **stillborn or miscarried child or fetus (including stillborn or miscarried child or fetus of the common-law partner)**, stepchild, foster child or ward of the employee, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, **sister-in-law, brother-in-law, aunt, uncle, niece, nephew**, the employee’s grandparents and relative permanently residing in the employee’s household or with whom the employee permanently resides, **any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee, and a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.**

“**Service**” (*service*) means:

RESERVE

2.03 The employer agrees that when an employee is denied access to a provision of this agreement because of operational requirements, it will disclose in writing a detailed explanation to the employee of what those operational requirements are.

**ARTICLE 7
NATIONAL JOINT COUNCIL AGREEMENTS**

RESERVE (Bilingual Bonus)

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

ARTICLE 10 INFORMATION

10.01 The Employer agrees to supply the Alliance each quarter with a list of all employees in the bargaining unit. The list shall include the **Individual Agency Number (IAN)**, name, **organization code**, geographic location, and classification, **tenure (indeterminate or term) and type (full-time or part-time)**, **status (active or on leave without pay)**, **appointment date and alternative contact information** of the employees and the date of appointment for each new employee.

ARTICLE 13 EMPLOYEE REPRESENTATIVES

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

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

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

~~**13.04-3**~~

- a. A representative shall ~~obtain the~~ **be granted** permission of his or her immediate supervisor before leaving his or her work to investigate employee complaints of ~~an urgent nature~~, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. ~~Such permission shall not be unreasonably withheld.~~ Where practicable, the representative shall report back to his or her supervisor before resuming his or her normal duties.
- b. Where practicable, when management requests the presence of an Alliance representative at a meeting, such request will be communicated to the employee's supervisor.
- c. An employee shall not suffer any loss of pay when permitted to leave his or her work under paragraph (a).

13.054

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

ii) A new employee will also be granted a minimum 60-minute period with pay, during normal working hours, within their first two (2) weeks of employment, to meet with their shop steward or the local Alliance representative.

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

i. Grievances

and

ii. any meeting or undertaking in which an employee may be provided Alliance representation under this Article, Article 17, Article 18, Article 19 or Article 20.

ARTICLE 14 LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

Meetings During the Grievance Process

- 14.07 Where an employee representative wishes to discuss a grievance with an employee who has asked or is obliged to be represented by the Alliance in relation to the presentation of his or her grievance, the Employer will, where operational requirements permit, give them reasonable leave with pay for this purpose ~~when the discussion takes place in their headquarters area and reasonable leave without pay when it takes place outside their headquarters area.~~
- 14.08 Subject to operational requirements,
- a. when the Employer originates a meeting with a grievor ~~in his headquarters area,~~ he or she will be granted leave with pay and “on duty” status ~~when the meeting is held outside the grievor’s headquarters area;~~
 - b. when a grievor seeks to meet with the Employer, he or she will be granted leave with pay ~~when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area;~~
 - c. when an employee representative attends a meeting referred to in this clause, he or she will be granted leave with pay ~~when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area.~~
- 14.14 Leave **without pay** granted to an employee under **this** Article, **with the exception of article 14.15,** ~~14.02, 14.09, 14.10, 14.12 and 14.13~~ will be with pay **and** the Alliance will reimburse the Employer for the salary and benefit costs of the employee during the period of approved leave with pay according to the terms established by the joint agreement in Appendix J.
- 14.15 The Employer will grant leave without pay, **without loss of service,** to an employee who is elected as an 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.
- 14.16 Branch Presidents**
The Employer will grant leave with pay to employees who exercise the authority of Branch President, or National CIU Representative other than

the National President, on behalf of the Alliance so that such employees may undertake the duties associated with their office.

14.17 When an Employee is hired into an Alliance staff position and provides a minimum of two (2) weeks' notice, the Employer shall grant a leave of absence without pay and without loss of service for the duration of such leave for up to one (1) year. During this time period, the employee may, upon two (2) weeks' written notice, be returned to the position held immediately prior to the commencement of the leave.

14.18 The Employer will grant leave without pay to employees for any other union business validated by the Alliance with an event letter.

14.xx Leave granted under this Article shall also include travel time.

ARTICLE 17 DISCIPLINE

NEW

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

a. just, reasonable and sufficient cause;

and

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

~~17.01-2 When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary, administrative or investigative hearing concerning him or her or to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Alliance attend the meeting. Where practicable, the employee shall receive a minimum of two (2) days' notice of such a meeting.~~

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

17.23

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

~~Where practicable, The employee and his/her Alliance representative shall receive a minimum of two (2) days' notice of such a meeting.~~

b. Upon request, the employee or the Alliance Representative shall be provided the opportunity to record the interview.

- I. Reasonable effort shall be made to ensure that any disciplinary investigation, administrative investigation or any other form of investigation subject to this article will be conducted in a reasonable length of time.
- II. **In no case shall any investigation, conclusion of investigation, delivery of findings and administration of discipline or removal of tools and/or security clearance subject to this Article exceed thirty (30) calendar days.**
- III. **No discipline, removal of tools or removal of security clearance shall be administered to an employee should the Employer fail to adhere to ii) above.**

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

17.045 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.

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

NEW

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

17.xx Electronic surveillance

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

NEW WHISTLEBLOWING

No employee shall be disciplined or otherwise penalized, including but not limited to, demotion, suspension, dismissal, financial penalty, loss of accumulated service, advancement or opportunity in the public service, as a result of disclosing any wrongful act or omission, such as an offence against an Act of Parliament, an Act of a legislature of any province or any instrument issued under any such Act; an act or omission likely to cause a significant waste of public money; an act or omission likely to endanger public health or safety or the environment.

ARTICLE 18 GRIEVANCE PROCEDURE

New Preamble: The parties to this Agreement share the desire to settle all grievances as expeditiously and equitably as they arise and are committed to the following grievance procedure.

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

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

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

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

ARTICLE 19 NO DISCRIMINATION

19.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, national or ethnic origin, religion, sex, sexual orientation, gender identity and expression, family status, marital status, genetic characteristics, disability, membership or activity in the Alliance or a conviction for which a pardon has been granted.

19.02 Employees who experience discrimination may submit a grievance and may also exercise their rights to file a complaint with the Canadian Human Rights Commission.

~~19.02~~ **19.03** With respect to a grievance filed in relation to this Article:

- 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.

~~19.03~~ **19.04** By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination. The selection of the mediator will be by mutual agreement.

19.05 When the Employer becomes aware of discrimination, harassment and/or violence in the workplace, whether as a result of observation, the employer being made aware or as a result of a notice of occurrence or complaint by an employee or a grievance, the Employer shall immediately undertake an investigation.

19.06 Selection of Investigator

The factors considered for the selection of an investigator shall include the candidates' impartiality, the completion of necessary training that includes the comprehension of intersectionality, and, from the viewpoint of the complainant, their fit with the candidates' lived experience, background, and possible membership in a designated employment-equity and/or equity-deserving group(s).

19.07 The statement of work for the investigator shall include:

- a. an obligation for the investigator to contact all relevant witnesses,
- b. a commitment to meet all willing witnesses provided by the parties,
- c. an expected completion date of both the investigation and submission by the investigator of their report,
- d. a requirement to gather and analyze all information,

- e. a requirement to interview relevant parties (e.g. principal party, responding party, and all witnesses) about the workplace complaints under this article,
- f. a commitment to determine whether the allegation(s) constitute(s) any action, conduct, threat or gesture of a person towards an employee in their workplace that can reasonably be expected to cause harm, injury or illness to that employee,
- g. a commitment to determine the nature of the workplace discrimination and contributing factors, and identify additional measure(s), and root causes; and,
- h. a commitment to provide recommendations to prevent reoccurrence or further occurrences of workplace discrimination;

The investigator will conduct all interviews in a fair, impartial, professional manner and will respect the rights and dignity of all parties involved. The investigator is permitted assistance such as translation and transcription. However, subcontracting of this contract is not permitted and the investigator is the individual to which this contract applies.

19.08 An Investigation will be discontinued if the parties reach resolution via another method.

~~19.04~~ **19.09** The Employer shall provide the complainant(s) and/or respondent(s) with an official copy of the investigation report, subject to **any restriction pursuant to the Access to Information Act and the Privacy Act.**

19.10 The Employer shall track all reported incidents of discrimination, including how they were addressed and provide an annual report to the Alliance and the Centre of Expertise on Diversity and Inclusion.

Training

19.11 The Employer shall provide mandatory qualified instructor led, facilitated and interactive training to all employees regarding anti-oppression and discrimination and intersectionality. Such training shall include information about relevant policies, processes, the applicable legislation, regulations, specific to the culture, conditions and activities of the workplace, and complaint mechanisms. Time spent in training shall be considered as time worked.

ARTICLE 20

SEXUAL HARASSMENT AND ABUSE OF AUTHORITY

20.01 The Alliance and the Employer recognize the right of employees to work in an environment free from **violence, harassment, sexual harassment and abuse of authority**, and agree that **violence, harassment, sexual harassment and abuse of authority will be prevented and** 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, their dignity or their reputation, including any prescribed action, conduct or comment. This includes all types of harassment and violence, including sexual harassment, sexual violence and domestic violence. Harassment can also be expressed on the basis of the prohibited ground of discrimination as defined in article 19.01 and in the *Canadian Human Right Act*.**
- b. **Abuse of authority occurs when an individual or group of individuals use the power and authority inherent in their position or occupation, and/or influence to threaten, endanger an employee's job, potentially undermine the employee ability to perform that job, threaten the economic livelihood of that employee or in any way interfere with or influence the career, reputation or dignity of the employee. It may include intimidation, removal of resources, unfair or abusive control of resources and/or information, removal of meaningful valued work and/or making an individual redundant, threats, loss of dignity, blackmail or coercion.**

20.03 **Employees who experience harassment, sexual harassment or violence may submit a grievance to seek remedy and/or exercise their rights to report an occurrence as per Part II of the *Canada Labour Code (CLC)* process, and/or file a complaint with the Canadian Human Rights Commission.**

Grievance Process

20.04 ~~20.02~~ **With respect to a grievance filed in relation to this Article;**

- 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.

20.05 ~~20.03~~ By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with **violence, harassment, or** sexual harassment. The selection of the mediator will be by mutual agreement.

Regulatory Process

20.06 In addition to an employee's right to file a grievance and/or a Human Rights complaint, employees may submit a Notice of Occurrence, as per the section 15 (1) of the Workplace Harassment and Violence Prevention Regulations.

20.07 Once a designated representative receives a Notice of an Occurrence as per Part II of the Canada Labour Code (CLC), then they shall immediately confer with the principal party and their union representative to determine whether or not the incident(s) and/or pattern of behaviour meets the definition of an occurrence as required by subsection 23(2) of the Regulations. If it is determined that the incident(s) and/or pattern of behaviour meets the definition, then the designated recipient shall immediately undertake the negotiated resolution process.

20.08 If the matter is not resolved during a timely negotiated resolution process, both the principal party and the responding party may agree to participate in the conciliation process.

20.09 Whether or not another resolution process is underway, or whether or not all parties have made a reasonable effort to resolve the occurrence, a principal party that believes the incident meets the definition of an occurrence or does not consider the occurrence resolved, may request an investigation be undertaken forthwith. Once such a request is received, the designated representative shall immediately complete and submit the notice of investigation.

Investigations, General provisions

20.10 Selection of Investigator

If the occurrence is not resolved an investigation of the occurrence must be carried out. The factors considered for the joint selection of an investigator shall include the candidates' impartiality, the completion of necessary training that includes the comprehension of intersectionality, and, from the viewpoint of the complainant, their fit with the candidates' lived experience, background, and possible membership in a designated employment-equity and/or equity-deserving group(s).

20.11 he statement of work for the investigator shall include:

- a. an obligation for the investigator to contact all relevant witnesses,
- b. a commitment to meet all willing witnesses provided by the parties,
- c. an expected completion date of both the investigation and submission by the investigator of their report,

- d. a requirement to gather and analyze all information,
- e. a requirement to interview relevant parties (e.g. principal party, responding party, and all witnesses) about the workplace harassment and violence allegations,
- f. a commitment to determine whether the allegation(s) constitute(s) any action, conduct, threat or gesture of a person towards an employee in their workplace that can reasonably be expected to cause harm, injury or illness to that employee,
- g. a commitment to determine the nature of the workplace harassment and violence and contributing factors, and identify additional measure(s), and root causes; and,
- h. a commitment to provide recommendations to prevent reoccurrence or further occurrences of workplace harassment and violence;

The investigator will conduct all interviews in a fair, impartial, professional manner and will respect the rights and dignity of all parties involved. The investigator is permitted assistance such as translation and transcription. However, subcontracting of this contract is not permitted and the investigator is the individual to which this contract applies.

20.12 An Investigation may be discontinued if the parties reach resolution via another method.

20.13 ~~20.04~~ The Employer shall provide the complainant(s) and/or respondent(s) with an official copy of the investigation report, subject to any restriction pursuant to the *Access to Information Act* and the *Privacy Act*. Any recommendations to eliminate or minimize the risk of similar occurrences contained in a report shall be considered by the appropriate Health and Safety Committee after which the committee will advise the Employer of those that they recommend for implementation, and any new recommendations proposed by the committee and any amended existing recommendations, proposed by the committee. The Employer shall provide written rationale to the committee for any recommended, new or amended recommendations that they do not accept for implementation.

Training

20.14 On an annual basis, the Employer shall provide mandatory qualified instructor led, facilitated and interactive training to all employees regarding harassment, sexual harassment, violence in the workplace, and intersectionality. Such training shall include information about relevant policies, processes, the applicable legislation, regulations, be specific to the culture, conditions and activities of the workplace, the relationship between work place harassment and violence and the prohibited grounds of discrimination set out in subsection 3(1) of the Canadian Human Rights Act, the regulations and available complaint mechanisms. Time spent in training shall be considered as time worked.

ARTICLE 22 HEALTH AND SAFETY

22.xx Employees shall not be prohibited from accessing their personal phones while on duty.

22.xx No employee shall be required to identify via their first or last name when on duty. Such employees shall have the option to identify via badge number.

The Alliance reserves on this Article pending discussion with the Employer about dialog had between in the parties in the Mental Health Sub-Committee of the Policy Health and Safety Committee.

ARTICLE 23 JOB SECURITY

23.01 Subject to the willingness and capacity of individual employees to accept relocation and retraining, the Employer will make every reasonable effort to ensure that any reduction in the workforce will be accomplished through attrition.

~~23.02 Through Labour Management Consultation Committees, or through another forum as agreed upon by both parties, departmental and Alliance representatives shall meet to discuss and exchange on issues associated with contracting out, such as but not limited to, the influence on working conditions, complexity of tasks, information on contractors in the workplace, future resource and service requirements, skills inventories, knowledge transfer, position vacancies, workload, and managed services.~~

The Union reserves the right to make further proposals concerning this article pending discussion with the Employer about probation and other matters.

ARTICLE 24 TECHNOLOGICAL CHANGE

NEW

24.XX No new Artificial Intelligence systems of any kind shall be introduced by the Employer without the Alliance's written consent.

24.XX The introduction of Artificial Intelligence shall not result in the reduction of any bargaining unit positions, nor shall it result in a reduction in the number of hours worked by members of the bargaining unit.

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

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

24.02 In this article, "technological change" means:

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

b. A significant change in the Employer's operation directly related to the introduction of that equipment, or material, system or software.

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

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

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

- a. the nature and degree of the technological change;
- b. the date or dates on which the Employer proposes to effect the technological change;
- c. the location or locations involved;
- d. the approximate number and type of employees likely to be affected by the technological change;
- e. the effect that the technological change is likely to have on the terms and conditions of employment of the employees affected.
- f. **the business case and all other documentation that demonstrates the need for the technological change and the complete formal and documented risk assessment that was undertaken as the change pertains to the employees directly impacted, all employees who may be impacted and to the citizens of Canada if applicable, and any mitigation options that have been considered.**

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

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

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

ARTICLES 25 HOURS OF WORK

Add the following as a preamble:

Unless specified elsewhere in this Collective Agreement, an employee is under no obligation to engage in work-related communications including, but not limited to, answering calls or emails outside of normal working hours, nor shall they be subject to discipline or reprisals for exercising their rights under this Article.

25.09 Variable hours

a. The Union proposes to modify the French to reflect the English version of the parties' Agreement.

d. Where there are more requests for a day of rest subject to 25.09 b) than can be approved based on operational requirements, years of service shall be the determining factor for granting such requests.

25.12

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

b. Late-Hour Premium

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

Shift Work

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

a. on a weekly basis, work an average of thirty-seven decimal five (37.5) hours and an average of five (5) days;

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

25.14 The Employer will make every reasonable effort:

- a. not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift;

and

- b. to avoid excessive fluctuation in hours of work.

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

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

25.17 Shift Schedule - Reopener

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

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

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

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

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

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

25.18 Shift Schedule – Vacant Lines

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

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

- a. 12 midnight to 8 a.m., 8 a.m. to 4 p.m., and 4 p.m. to 12 midnight

or, alternatively,

- b. 11 p.m. to 7 a.m., 7 a.m. to 3 p.m., and 3 p.m. to 11 p.m.

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

25.21

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

25.22

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

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

- a. authorize employees to exchange shifts if there is no increase in cost to the Employer;

And

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

25.23

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

25.24 Variable Shift Schedule Arrangements

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

Terms and Conditions Governing the Administration of Variable Hours of Work

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

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

25.27

- a. The scheduled hours of work of any day as set forth in a variable schedule specified in clause 25.25 may exceed or be less than seven decimal five (7.5) hours; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer; and the daily hours of work shall be consecutive.
- b. Such schedules shall provide for an average of thirty-seven decimal five (37.5) hours of work per week over the life of the schedule.
 - i. Unless otherwise mutually agreed upon, the maximum life of a shift schedule shall be six (6) months.
 - ii. The maximum life of other types of schedule shall be twenty-eight (28) days except when the normal weekly and daily hours of work are varied by the Employer to allow for summer and winter hours in accordance with clause 25.10, in which case the life of a schedule shall be one (1) year.
- c. Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

25.28 Specific Application of this Agreement

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

- a. **Interpretation and definitions (clause 2.01)**
“Daily rate of pay” shall not apply.
- b. **Minimum number of hours between shifts**
Paragraph 25.14(a), relating to the minimum period between the termination and commencement of the employee’s next shift, shall not apply.

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

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

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

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

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

i. ~~A designated paid holiday shall account for seven decimal five (7.5) hours.~~

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

f. **Travel**

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

g. **Acting pay**

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

h. **Leave**

~~i. Earned leave credits or other leave entitlements shall be equal to seven decimal five (7.5) hours per day.~~

ii. When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.

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

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

ARTICLE 27 SHIFT AND WEEKEND PREMIUMS

Amend as follows:

27.01 Shift Premium

An employee working shifts, will receive a shift premium of ~~two dollars and twenty five cents (\$2.50) per hour~~ **14.3% of the employee's basic hourly rate of pay** for all hours worked, including overtime hours, between 4:00 p.m. and 8:00 a.m. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m.

27.02 Weekend Premium

- a. An employee working shifts during a weekend will receive an additional premium of ~~two dollars and twenty five cents (\$2.25) per hour~~ **14.3% of the employee's basic hourly rate** for all hours worked, including overtime hours, on Saturday and/or Sunday.
- b. Where Saturday and Sunday are not recognized as the weekend at a mission abroad, the Employer may substitute two (2) other contiguous days to conform to local practice.

27.03 Night Premium

An employee will receive an additional \$2.25 for all hours worked, including overtime hours, between 12:00 am and 8:00 am.

ARTICLE 28 OVERTIME

Excluded provisions

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

28.02 General

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

28.04 Overtime Compensation on a workday

Subject to paragraph 28.02(a):

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

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

28.05 Overtime Compensation on a day of rest

Subject to paragraph 28.02(a):

- (a) an employee who ~~is required to work~~ **works** on a first (1st) day of rest is entitled to compensation ~~at time and one-half (1 1/2) for the first (1st) seven decimal five (7.5) hours~~ and double (2) time **for all hours worked thereafter**;
- (b) ~~an employee who is required to work on a second (2nd) or subsequent day of rest is entitled to compensation at double (2) time (second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest);~~
- (b) when an employee **who** ~~is required to report for work~~ **and reports** on a day of rest, the employee shall be paid the greater of:

- (i) compensation equivalent to three (3) hours' pay at the applicable overtime rate for each reporting to a maximum of eight (8) hours' **overtime** compensation in an eight (8) hour period,

or

 - (ii) compensation at the applicable overtime rate;
- (cd) the minimum payment referred to in subparagraph (c)(i), does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 610.05;

28.06 Compensation payment or leave with pay

- a. Overtime shall be compensated with a payment, except that, upon request of an employee ~~and with the approval of the Employer,~~ overtime may be compensated in equivalent leave with pay. **Employees may cash out said leave with pay at their discretion.**
- b. The Employer shall ~~endeavour to~~ pay overtime compensation by the sixth (6th) week after which the employee submits the request for payment.
- c. The Employer shall grant compensatory leave at times convenient to both the employee and the Employer. **The Employer shall not unreasonably deny employee requests to take compensatory leave.**
- d. Compensatory leave with pay earned in a fiscal year and outstanding on September 30 of the following fiscal year, will be paid at the employee's rate of pay, as calculated from the classification prescribed in the certificate of appointment on March 31 of the previous fiscal year.

28.07 Meals

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

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

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

ARTICLE 29 STANDBY

29.01 Where ~~the Employer requires~~ an employee ~~to be~~ **is** available on standby during off-duty hours, such employee shall be compensated at the rate of one ~~half (1/2)~~ **(1)** hour for each four (4) hour period or part thereof for which the employee has been designated as being on standby duty. **The rate shall be two (2) hours for each four (4) hour period or part thereof for standby duty on a Designated Paid Holiday.**

29.02

- a. An employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone number and be available to return for duty as quickly as possible if called.
- b. In designating employees for standby **opportunities**, the Employer will endeavour to provide for the equitable distribution of standby duties.
- c. No standby payment shall be granted if an employee is unable to report for duty when required.
- d. An employee on standby who is required to report for work and reports shall be compensated in accordance with paragraph 28.04(c) or 28.05(c), and is also eligible for reimbursement of transportation expenses in accordance with clause 28.08.

29.03 Standby duty shall only be worked on a voluntary basis.

ARTICLE 30 DESIGNATED PAID HOLIDAYS

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

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

30.07

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

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

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

and

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

iii. Should an employee elect to take the hours in leave consistent with (ii) above, the Employer shall grant such leave at times convenient to both the employee and the Employer. The Employer shall not unreasonably deny such requests. The employee may elect to cash out said leave at any time.

~~iv. And~~

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

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

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

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

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

30.08 Reporting for work on a designated holiday

a. When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of:

- i) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each reporting, to a maximum of eight (8) hours' **overtime** compensation in an eight (8) hour period, such maximum shall include any reporting pay pursuant to paragraph 28.04(c);
- or
- ii) compensation in accordance with the provisions of clause 30.07.

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

- a. Should there be more employees scheduled to work a designated paid holiday than is needed, the Employer shall canvass employees scheduled to work the holiday to determine if there are volunteers who wish to have the day off. In the event that there are excessive volunteers, years of service as ~~defined in subparagraph 34.03(a)(i)~~ will be used as the determining factor to select which employees shall be granted the day off.
- b. Should there be insufficient or no volunteers after the Employer has canvassed consistent with a) above, the employees with the least amount of service as ~~defined in subparagraph 34.03(a)(i)~~ shall be given the day off.
- c. Notwithstanding paragraphs (a) and (b) the Employer shall ensure that there is a sufficient number of qualified employees scheduled to work the designated holiday.
- d. Should the Employer require employees to work the holiday after it has given employees the day off, the Employer shall first offer the ~~shift(s)~~ **hours** to be worked to qualified employees that were initially scheduled to work the holiday and were subsequently given the day off consistent with b) and c) above, before offering the hours consistent with Article 28: overtime.

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

30.10 In accordance with clause 25.21, the Employer shall make every reasonable effort to ensure that the processes outlined in 30.09 a) through (d) are undertaken at least ~~seven (7)~~ **twenty-eight (28)** days prior to the designated paid holiday.

~~For greater certainty, this means that no penalties and costs identified under clause 25.21 will apply as a result of the application of clause 30.09.~~

ARTICLE 32 TRAVELLING TIME

32.04 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 32.05 and 32.06. Travelling time shall include time necessarily spent at each stopover en route, ~~provided such stopover is not longer than three (3) hours.~~

32.06 If an employee is required to travel as set forth in clauses 32.04 and 32.05:

- a. on a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day;
- b. on a normal working day on which the employee travels and works, the employee shall be paid:
 - i. his regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours; and
 - ii. at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel, ~~with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straight time rate of pay;~~
- e. on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled, ~~to a maximum of twelve (12) hours' pay at the straight time rate of pay.~~

32.xx Employees conducting international escorts shall be considered "Escort Officers" as per the National Joint Council Directive for both the travel to destination and for the return trip.

32.xx When an employee is unable to:

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

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

Union reserves the right to make proposals concerning Dog Handlers.

ARTICLE 33 LEAVE – GENERAL

33.01

~~(a) When an employee becomes subject to this Agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his or her earned hourly leave credits shall be reconverted into days, with one day being equal to seven decimal five (7.5) hours.~~

~~(a) Earned leave credits or other leave entitlements shall be equal to seven decimal five (7.5) hours per day.~~

~~(ae)~~ When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.

~~(bd)~~ Notwithstanding the above, in Article 46, Bereavement Leave with Pay, a “day” will mean a calendar day.

33.02 Except as otherwise specified in this Agreement:

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

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

ARTICLE 34 VACATION LEAVE WITH PAY

Amend as follows:

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

- (a) ~~nine decimal three seven five (9.375) hours~~ **1 (1/4) days** until the month in which the anniversary of the employee's ~~eighth (8th)~~ **fifth (5th)** year of service occurs;
- (b) ~~twelve decimal five (12.5) hours~~ **1 (2/3) days** commencing with the month in which the employee's ~~eighth (8th)~~ **fifth (5th)** anniversary of service occurs;
- (c) ~~thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;~~
- (d) ~~fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;~~
- (c) ~~(e) fifteen decimal six two five (15.625) hours~~ **2 (1/12) days** commencing with the month in which the employee's ~~eighteenth (18th)~~ **tenth (10th)** anniversary of service occurs;
- (f) ~~sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;~~
- (d) ~~(g) eighteen decimal seven five (18.75) hours~~ **2 (1/2) days** commencing with the month in which the employee's ~~twenty-eighth (28th)~~ **fifteenth (15th)** anniversary of service occurs.
- (e) **2 (2/3) days commencing with the month in which the employee's twenty-fifth (25th) anniversary of service occurs;**
- (f) **2 (11/12) days commencing with the month in which the employee's thirtieth (30th) anniversary of service occurs.**

ARTICLE 35 SICK LEAVE WITH PAY

35.01

- a. An employee shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which the employee earns pay for at least ten (10) days.
- b. A shift worker shall earn additional sick leave credits at the rate of ~~one decimal five (1.25)~~ **two (two) five (1.25)** hours for each calendar month during which they work shifts and they earn pay for at least ten (10) days. ~~Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used one hundred and twelve decimal five (112.5) hours sick leave credits during the current fiscal year.~~
- c. For the purpose of this clause, a day spent on leave with pay shall count as a day where pay is earned.

35.02 A new employee who has completed their first six (6) months of continuous employment is entitled to receive an advance of sick leave credits equivalent to the anticipated credits for the current year.

NEW

35.03 Employees shall be advanced on April 1st of each year those sick leave credits that they will have earned for the fiscal year.

Granting of sick leave

~~35.03~~

35.04 An employee shall be granted sick leave with pay when they are unable to perform their duties because of illness or injury provided that:

- a. they satisfy the Employer of this condition ~~in such manner and at such time as may be determined by the Employer~~, and
- b. they have the necessary sick leave credits.

~~35.04~~ ~~Unless otherwise informed by the Employer,~~ A statement signed by the employee stating that because of illness or injury he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 35.03(a).

35.05

- a. When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 35.03, sick leave with pay ~~may, at the discretion of the Employer,~~ shall be granted to an employee for a period of up to ~~one hundred and eighty-seven decimal five (187.5)~~ two hundred and two decimal five (202.5) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.
- b. The Employer may for good and sufficient reason, advance sick leave credits to an employee when a previous advance has not been fully reimbursed.

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 35.04(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.

xx.04 An employee may only be asked to provide the employer with a medical certificate for periods of leave exceeding seven (7) days.

**ARTICLE 36
MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES**

Amend as follows:

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

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

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

ARTICLE 37 INJURY-ON-DUTY LEAVE

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

a. personal injury, **including psychological injury**, accidentally received in the performance of his or her duties and not caused by the employee's willful misconduct,

or

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

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

37.02 While waiting for the certification from the Worker's compensation authority, an Employee shall be granted sick leave for the duration of the waiting period. Any sick leave credits that the employee had accrued up until the point of injury, as well as any sick leave credits accrued during the waiting period, shall be credited back once the certification has been received.

NEW ARTICLE REPRODUCTIVE HEALTH SUPPORTS

XX.01 For the purposes of this article, "reproductive health" includes

- i. Menstruation, perimenopause, menopause and hypogonadism;**
- ii. Polycystic ovarian syndrome (PCOS), endometriosis;**
- iii. In Vitro Fertilization (IVF) and other forms of assisted reproductive technologies;**
- iv. Vasectomy, tubal ligation, hysterectomy, oophorectomy;**
- v. Pregnancy that ends other than as a result of a live birth;**
- vi. Gender-affirming reproductive care;**

and medical conditions, procedures, and treatments related to the above.

XX.02 The Employer recognizes the importance of providing a supportive environment when employees experience pain, discomfort, or other symptoms related to reproductive health. This includes ensuring a workplace that is both physically and psychologically healthy, promoting well-being, and addressing mental health needs associated with these experiences.

Individual Reproductive Health Support

XX.03 To support employees managing reproductive health symptoms and ensure a safe work environment, the Employer will approve reasonable requests for:

- a. Work from home;**
- b. Flexible hours;**
- c. Workplace supports which prioritise comfort and well being of the employee, such as resting in a quiet area, or additional breaks; or**
- d. Paid leave as outlined in Articles XX.04 to XX.08.**
- e. Requests for these provisions will not be unreasonably denied.**

Reproductive Health Leave

XX.04 Employees are entitled up to twelve (12) days paid leave per calendar year to manage symptoms associated with reproductive health, and/or attend appointments without the requirement to provide a medical certificate.

XX.05 An Employee requesting to take leave under this clause shall advise the Employer of the duration, or expected duration, of the leave as soon as practicable.

XX.06 If reproductive health leave is exhausted, employees may access paid sick leave under the collective agreement's sick leave provisions, without the requirement to provide a medical certificate.

Leave for End of Pregnancy

XX.07 For the purposes of this section, "end of pregnancy" means a pregnancy that ends other than as a result of a live birth.

XX.08 An employee is entitled to paid leave under this article, if

- a. they experience an end of pregnancy;
- b. their spouse or common-law partner experiences an end of pregnancy; or
- c. another person experiences an end of pregnancy, and the employee would have become the legal parent of the child born as a result of the pregnancy.

XX.09 If an employee's pregnancy ends before completing week twenty (20) of pregnancy, they are entitled to three (3) days paid leave.

XX.10 If the pregnancy ends after completing week twenty (20), the employee is entitled to

- a. seven (7) working days of leave with pay; and
- b. up to eight (8) weeks of leave without pay, unless the employee is entitled to a longer period of leave under Article 38.

XX.11 For clarity, if the pregnancy ends after completing week twenty (20), and the employee has commenced unpaid leave under Article 38, the total entitlement to paid and unpaid leave, including any leave described in XX. 10 (a) and (b), shall not exceed eighteen (18) weeks.

XX.12 The leave under XX.10 (a) may be taken in a single time period of seven (7) working days, or in two (2) separate time periods to a maximum of seven (7) working days.

**ARTICLE 38
MATERNITY LEAVE WITHOUT PAY**

RESERVE.

ARTICLE 39 MATERNITY-RELATED REASSIGNMENT OR LEAVE

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

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

NEW

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

**ARTICLE 40
PARENTAL LEAVE WITHOUT PAY**

RESERVE.

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

RESERVE.

ARTICLE 43 LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

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

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

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

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

- a. to take a family member for ~~medical or dental~~ appointments **of a professional nature, including but not limited to medical, dental, legal and financial appointments or appointments with school authorities or adoption agencies**, ~~or for appointments with school authorities or adoption agencies~~, if the supervisor was notified of the appointment as far in advance as possible;
- b. to provide for the immediate and temporary care of a sick member of the employee’s family and to provide the employee with time to make alternative care arrangements where the illness is of a longer duration;
- c. to provide for the immediate and temporary care of an ~~elderly~~ member of the employee’s family;
- d. for needs directly related to the birth or the adoption of the employee’s child;
- e. to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
- f. to provide for the employee’s child in the case of an ~~unforeseeable~~ closure of the school or daycare facility;
- g. ~~fifteen (15) hours out of the thirty-seven decimal five (37.5) hours stipulated in clause 43.02 above may be used~~ to attend an appointment with a legal or paralegal representative for non-employment related

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

h. to visit a terminally ill family member

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

43.xx Where in a fiscal year, an employee has not used all of the leave under this Article, the unused portion shall be carried over into the following year, to a maximum of twenty (20) days.

For greater certainty, travel time for the purposes outlined above shall be included.

ARTICLE 44
LEAVE WITHOUT PAY FOR PERSONAL NEEDS

44.01 Leave without pay will be granted for personal needs in the following manner:

- a. subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- b. subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
- c. an employee is entitled to leave without pay for personal needs ~~only once~~ **twice** under each of paragraphs (a) and (b) during the employee's total period of employment in the public service. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.

ARTICLE 46 BEREAVEMENT LEAVE WITH PAY

46.01 For the purpose of this article, "family" is defined as per Article 2 ~~and in addition:~~
~~a person who stands in the place of a relative for the employee whether or not~~
~~there is any degree of consanguinity between such person and the employee. An~~
~~employee shall be entitled to bereavement leave with pay under 46.02(a) only~~
~~once during the employee's total period of employment in the public service.~~

46.02

- a. When a member of the employee's family dies, an employee shall be entitled to a bereavement period of seven (7) consecutive calendar days. Such bereavement period, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period, the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to **five (5)** ~~three (3)~~ days' leave with pay for the purpose of travel related to the death.

- b. At the request of the employee, such bereavement leave with pay may be taken in a single period **of seven (7) working days** or may be taken in two (2) periods **to a maximum of seven (7) working days**.

- c. When requested to be taken in two (2) periods:
 - i. The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and
 - ii. The second period must be taken no later than ~~twelve (12)~~ **twenty-four (24)** months from the date of death for the purpose of attending a ceremony.
 - iii. The employee may be granted no more than **five (5)** ~~three (3)~~ days' leave with pay, in total, for the purposes of travel for these two (2) periods.

46.03 An employee is entitled to ~~one (1)~~ **two (2)** days's bereavement leave with pay for a purpose related to the death of his or her aunt or uncle, **niece or nephew**, brother-in-law or sister-in-law and grandparent of spouse.

NEW

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

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

NEW

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

~~46.04~~ **46.06** If, during a period of paid leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 46.02 and 46.03, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

~~46.05~~ **46.07** It is recognized by the parties that circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 46.02 and 46.03.

ARTICLE 52 LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

52.02 Personal leave

~~Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days,~~ The employee shall be granted, in each fiscal year, ~~fifteen (15) hours of~~ **three (3) days of** leave with pay for reasons of a personal nature. This leave can be taken in ~~periods of seven decimal five (7.5) hours or three decimal seven five (3.75) hours~~ **single days, or as half days. In the case of half days, the total leave shall not exceed the equivalent of three days.**

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

52.xx Leave with Income Averaging

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

52.XX Leave with Pay for First Responder Duties

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

ARTICLE 53 DOMESTIC VIOLENCE LEAVE

53.01 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 **and performance** at work. **Therefore, the Employer is committed to providing support to employees who experience domestic violence.**

- 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 ; **or**
 - vi. **to attend to any other activities that people experiencing domestic violence need to manage.**

- c. The total domestic violence leave with pay which may be granted under this article shall not exceed ~~seventy-five (75) hours~~ **twenty (20) days** in a fiscal year. **Such leave may be taken in half days at the employee's discretion. Additional leave with pay beyond the twenty (20) days may be granted on a case-by-**

case basis.

- d. All personal information concerning domestic violence will be kept confidential in line with relevant legislation. No information will be kept on an employee's personnel file without their express written permission.**

- e. In order to provide support to an employee experiencing domestic violence and to ensure a safe work environment for all employees, the Employer will approve any reasonable request from an employee experiencing domestic violence for:**
 - i. Changes to their work pattern, location or hours;**
 - ii. Job assignment;**
 - iii. Working remotely;**
 - iv. Job transfer or relocation;**
 - v. A change to their telephone number or email address to avoid harassing contact; and/or**
 - vi. Any other appropriate measure, including those available under existing flexible work arrangements.**

- f. ~~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.**

- g. e.** Notwithstanding clauses 54.01(b) and 54.01(c), an employee is not entitled to domestic violence leave if the employee is charged and **convicted of** an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

ARTICLE 54 LEAVE FOR INDIGENOUS PRACTICES

54.01 ~~Subject to operational requirements as determined by the Employer, fifteen (15)~~ **Five (5) days** of leave with pay and ~~twenty-two decimal five (22.5) hours of leave without pay~~ per fiscal year shall be granted to an employee who self-declares as an Indigenous person and who requests leave to engage in traditional Indigenous practices, including land-based activities such as hunting, fishing, and harvesting. **Such leave may be taken in half days at the employee's discretion**

For the purposes of this article, an Indigenous person means First Nations, Inuit or Métis.

~~54.02 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.~~

~~54.03 An employee who intends to request leave under this article must give notice to the Employer as far in advance as possible before the requested period of leave.~~

~~54.04 Leave under this article may be taken in one or more periods. Each period of leave shall not be less than seven decimal five (7.5) hours.~~

ARTICLE 59 MEMBERSHIP FEES

59.01 The Employer shall reimburse an employee for the payment of membership or registration fees to an organization or governing body when the payment of such fees is **related to a requirement** for the continuation of the performance of the duties of the employee's position.

ARTICLE 59 TOOL-UP/TOOL-DOWN

Replace current language with:

59.01

- a. All tooled officers shall be provided a minimum of fifteen (15) minutes at the beginning and fifteen (15) minutes at the end of each shift for tooling up and tooling down. Time spent tooling up and tooling down shall form part of an employee's shift. Such time shall also include maintenance of tools.

- b. In addition to a) above, where there is a need due to the nature of the work, wash-up time up will be permitted before the end of the working day.

**ARTICLE 60
ALLOWANCES**

RESERVE.

**ARTICLE 61
PART-TIME EMPLOYEES**

Consequential changes as needed.

**ARTICLE 63
PAY ADMINISTRATION**

RESERVE

**ARTICLE 65
DURATION**

RESERVE

NEW ARTICLE RECRUITS

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

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

NEW ARTICLE: WELLNESS LEAVE

xx.01 The Employer recognizes the impact of mental health and neurodivergence on employee well-being and workplace participation.

xx.02 In support of employee wellness, each employee shall be entitled to up to five (5) wellness paid leave days per fiscal year for reasons related to;

- a. Mental health or emotional wellness,
- b. Neurodivergent needs.

xx.03 These days shall not require medical documentation, may be taken in full or partial days, and are not carried over into the next fiscal year.

**NEW ARTICLE:
WORK OF THE BARGAINING UNIT**

NEW

XX.01 Only members of the bargaining unit shall perform work of the bargaining unit, except by explicit mutual agreement in writing between the Union and the Employer.

XX.02 The employer shall bring all currently sub-contracted bargaining unit work back into the bargaining unit. The parties shall meet within ninety (90) days of ratification to ensure full compliance with this Article.

**NEW ARTICLE:
FIREARM PRACTICE TIME**

- xx.01** An employee that is required to carry a firearm shall be scheduled at least two (2) shifts per year for duty firearm practice. Such shifts shall be scheduled consistent with the employee's regular hours of work.

- xx.02** Any fees associated with firearm practice time consistent with xx.01 above shall be the responsibility of the Employer.

- xx.03** Any travel associated with a) above shall be subject to the National Joint Council Travel Directive.

NEW ARTICLE STUDENT EMPLOYMENT

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

**NEW ARTICLE
MEDICAL APPOINTMENTS**

Medical or Dental Appointments

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

APPENDIX A RATES OF PAY AND PAY NOTES

The Union will be proposing amendments to Appendix A and other economic sections of the collective agreement including, but not limited to, Appendices L, M, S and T pending the Employer's providing of payroll and other economic information.

APPENDIX B

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

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

1. Consultation process

The intent of this appendix is to provide the parties with a process to facilitate reaching agreement at the local level, within prescribed timeframes. **The parties agree to negotiate in good faith, and shall make every reasonable effort to reach a negotiated VSSA.**

APPENDIX C WORKFORCE ADJUSTMENT

RESERVE

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

APPENDIX D

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

RESERVE.

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

RESERVE.

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

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

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

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

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

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

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

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

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

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

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

RESERVE.

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

The Union reserves the right to make proposals concerning employee protections in the context of arming, loss of tools, mental and physical testing and MMPI pending discussion with the Employer.

NEW ARTICLE/APPENDIX: ALTERNATIVE WORK ARRANGEMENTS

For the purpose of this article telework is defined as a flexible work arrangement where employees have approval to perform some or all of their work duties from a location other than their designated workplace.

The parties recognize the following benefits of telework:

- It can help reduce stress and achieve a better work–life balance;
- It supports an inclusive and diverse public service;
- It supports psychologically safe and healthy work environments where employees have access to flexible work arrangements;
- It can assist the Employer in attracting and retaining employees located at a wider range of locations;
- It contributes to reducing emissions from transportation, traffic congestion and air pollution, in accordance with the Greening Government Strategy.

XX.01 It is understood that employees can request a telework agreement and that participation in telework is voluntary. Employees are not required to telework.

XX.02 The Employer will not impose caps on groups of employees on telework days that may be approved.

XX.03 Each request shall be considered on a case-by-case basis by the employee's direct manager. Employee requests to telework shall not be unreasonably denied. The manager has the responsibility to genuinely try to reach a telework agreement that will support the employee's circumstances.

XX.04 The Employer decision on a request for a new telework agreement or the review of an existing telework agreement shall be provided within twenty eight (28) calendar days of the initial request. If such a request is denied, then the Employer shall provide the detailed reasons in writing.

XX.05 Employees with a telework agreement may elect to terminate the agreement with reasonable notice to the Employer. The Employer will concede to such termination no later than twenty-eight (28) calendar days following receipt of such notice.

XX.06 The Employer may seek to modify or terminate an approved telework agreement on reasonable business grounds subject to clause XX.03 and XX.04. The Employer must provide reasonable notice prior to modifying or terminating a telework agreement. All terminations shall include the written reasons and be immediately communicated to the union.

XX.07 Ad-hoc arrangements

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

XX.08 Provision of Equipment and Supplies

- A. The Employer shall provide all employees in a telework agreement with the necessary equipment, or reimbursement for reasonable costs associated with implementing a telework agreement.

- B. Unless otherwise specified in this Article, all terms and conditions of a telework agreement shall be consistent with the provisions of the Collective Agreement and all requirements within the Occupational Health and Safety Regulations.

XX.09 Notice to the Union

On a quarterly basis, the Employer shall provide to the Union, a list of all employees with telework agreements. The list shall include the employees name, position, classification, work unit location, remote work location, the number of days per week for which telework has been approved and/or denied and personal contact information for each employee.

**NEW APPENDIX:
LANGUAGE ALLOWANCE & BILINGUAL BONUS**

RESERVE

DAY IS A DAY

ARTICLE 25 HOURS OF WORK

25.28 Specific Application of this Agreement

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

(h) **Leave**

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

ARTICLE 32 TRAVELLING TIME

32.08 Travel Status Leave

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

ARTICLE 33 LEAVE – GENERAL

33.01

- ~~a. When an employee becomes subject to this Agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his or her earned hourly leave credits shall be reconverted into days, with one day being equal to seven decimal five (7.5) hours.~~

- ~~b. Earned leave credits or other leave entitlements shall be equal to seven decimal five (7.5) hours per day.~~

- c. When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.

- d. Notwithstanding the above, in Article 46, Bereavement Leave with Pay, a “day” will mean a calendar day.

ARTICLE 43
LEAVE WITH PAY FOR FAMILY - RELATED RESPONSIBILITIES

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

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.