



SESSION 2 – SEPTEMBER 20-22, 2022

PARKS CANADA AGENCY NON-MONETARY PROPOSALS

IN THE CONTEXT OF NEGOTIATIONS FOR THE RENEWAL
OF THE COLLECTIVE AGREEMENT BETWEEN PARKS CANADA AGENCY
AND THE PUBLIC SERVICE ALLIANCE OF CANADA
WHICH EXPIRED ON AUGUST 4, 2021

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INTRODUCTION

This document represents the items the Agency would like to discuss during this round of bargaining as we negotiate a single collective agreement covering employees who are members of the Public Service Alliance of Canada bargaining unit, represented by the Union of National Employees and the Union of Canadian Transportation Employees.

The proposals that will be tabled during the process of negotiations will be submitted without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

Parks Canada reserves the right to introduce other proposals while in negotiations, to amend and withdraw its proposals or to introduce counter proposals to the bargaining agent's demands. Also, the Agency suggests that if neither party has a proposal on a specific clause or article, that these clauses or articles shall be renewed with appropriate modification to ensure compatibility with other articles as finally agreed.

Finally, the Agency has noticed some typographical and grammatical errors in the collective agreement which it proposes to address. With your approval, we will also review and amend our collective agreement, as necessary, in relation to legislative changes, or any other required administrative changes in terminology.

Note:

During the process of negotiation, proposed changes to existing language will be indicated in **bold font** while proposed deletions will be specified with ~~strike-through~~ revision marks.

DEFINITIONS

“continuous employment” has the same meaning as specified in the Terms and Conditions of Employment Policy of the Agency ~~on the date of signing of this agreement~~ (emploi continu)

This proposal is to ensure alignment with the definition in the Terms and Conditions for the Agency.

ARTICLE 9 - INFORMATION

The Agency would like to discuss clause 9.02.

- 9.02** The Agency agrees to supply each employee with a copy of the collective agreement and will endeavour to do so within one (1) month after receipt from the printer. **For the purpose of satisfying the Agency's obligation under this clause, employees may be given electronic access to this Agreement. Where electronic access to the Agreement is unavailable or impractical, the employee will be supplied with a printed copy.**
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The objective of this discussion is to allow Parks Canada employees access to the collective agreement, without the unnecessary production of printed copies. This is in keeping with the Agency's commitment to the environment.

ARTICLE 13 - LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

The Agency would like to discuss clause 13.15.

13.15 Leave granted to an employee under articles 13.02, 13.09, 13.10, 13.12 and 13.13 will be with pay for a cumulative maximum period of 3 months per fiscal year. For administrative purposes only, the Agency will continue to pay the employee who has been granted leave under the articles 13.02, 13.09, 13.10, 13.12 and 13.13. The Alliance will reimburse the Agency for the salary and benefit costs of the employee during the period of approved leave **with pay**, within sixty (60) days of receiving the request for payment from the Agency according to the terms established by the joint agreement. **Clause 13.15 expires on the expiry of the collective agreement, or upon implementation of the Next Generation HR and Pay system, whichever comes first, unless otherwise agreed by the parties.**

The purpose of this discussion is to ensure a better balance between organizational operational needs and Alliance business needs.

ARTICLE 15 - DISCIPLINE

The Agency would like to discuss clause 15.05.

15.05 (a) Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

(b) The two (2) year period noted in 15.05 (a) will be extended automatically by the length of any seasonal layoff or period of leave without pay taken by the employee.

The objective of this discussion is to harmonize the application of clause 15.05 to ensure a fair and consistent approach between seasonal employees and year round employees.

ADDITION – ARTICLE 17: NO DISCRIMINATION

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

The Agency's objective is to align with the prohibited grounds outlined in the Canadian Human Rights Act.

ARTICLE 21 - TECHNOLOGICAL CHANGE

The Agency would like to discuss article 21.04.

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

The Agency's objective is to align with common tables in allowing flexibility under this article by decreasing the required notice.

ARTICLE 22 - HOURS OF WORK

The Agency would like to discuss clause 22.09.

22.09 If an employee is given less than ~~seven (7) days~~ **forty-eight (48) hours** advance notice of a change in his/her shift schedule, the employee will receive a premium rate of time and one-half (1 ½) for work performed on the first shift changed. Subsequent shifts worked on the new schedule shall be paid for at straight time. Such employee shall retain her/his previously scheduled days of rest next following the change or if worked, such days of rest shall be compensated in accordance with the overtime provisions of this collective agreement.

The objective of this discussion is to align with the CPA, provide the employer more operational flexibility and allow for cost savings in high rates of premium pay for short shift changes.

ARTICLE 22 - HOURS OF WORK (continued)

The Agency would like to discuss clause 22.10.

22.10 For employees who work on a rotating or irregular basis:

- (a) Normal hours of work shall be scheduled so that employees work:
- (i) an average of thirty-seven decimal five (37.5) or forty (40) hours (in accordance with the Hours of Work Code) per week and an average of five (5) days per week and seven decimal five (7.5) hours or eight (8) hours (in accordance with the Hours of Work Code) per day;

or

 - (ii) if ~~he/she is a Park Warden~~ **an employee is** performing a period of backcountry patrol ~~work~~ **work** in excess of eight (8) consecutive hours during a two-week pay period, on a weekly basis, an average of thirty-seven decimal five (37.5) or forty (40) hours (in accordance with the Hours of Work Code) and five (5) days per week.

The objective of this discussion is to extend the provision provided in clause 22.10 to all employees subject to the collective agreement. This Agency proposal stems from a functional change that occurred in 2010.

ARTICLE 22 - HOURS OF WORK (continued)

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

ARTICLE 23 - SHIFT PREMIUMS

The Agency would like to discuss article 23.

Excluded Provisions

This article does not apply to employees on day work, covered by clauses 22.05 to 22.07 and to employees classified in SC group.

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23.01 Shift Premium

An employee working on shifts will receive a shift premium of two dollars and twenty-five cents (\$2.25) per hour for all **regularly scheduled** hours worked, ~~including overtime hours,~~ between 5:00 p.m. and 6:00 a.m. The shift premium will not be paid for hours worked between 6:00 a.m. and 5:00 p.m.

23.02 Weekend Premium

An employee working on shifts during a weekend will receive an additional premium of two dollars (\$2.00) per hour for all **regularly scheduled** hours worked, ~~including overtime hours,~~ on Saturday and/or Sunday.

The objective of this discussion is to make weekend premiums and shift premiums payable only for regularly scheduled hours. Overtime hours are already being paid at a premium rate.

ARTICLE 24 - OVERTIME

The Agency would like to discuss clause 24.01.

24.01 Each fifteen (15) minute period of overtime shall be compensated for at the following rates:

- (a) time and one-half (1 1/2) except as provided for in clause 24.01(b);
- (b) double (2) time for each hour of overtime worked after fifteen (15) or sixteen (16) hours of work (in accordance with the Hours of Work Code) in any twenty-four (24) hour period or after seven decimal five (7.5) or eight (8) hours work (in accordance with the Hours of Work Code) on the employee's first (1st) day of rest, and for all hours worked on the second or subsequent day of rest **provided that the employee also worked on the first day of rest**. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest, which may, however, be separated by a designated paid holiday;
- (c) where an employee is entitled to double (2) time in accordance with (b) above and has worked a period of overtime equal to the normal daily hours of work specified in the Hours of Work Code, the employee shall continue to be compensated at double (2) time for all hours worked until he/she is given a period of rest of at least eight (8) consecutive hours.

The objective of this discussion is to ensure that the double overtime rate on a second or subsequent day of rest is only applicable if employees are required to perform overtime on the preceding day(s) of rest.

ARTICLE 24 – OVERTIME (continued)

The Agency would like to discuss clause 24.02:

24.02 Notwithstanding anything to the contrary contained in this article, the following shall apply to employees ~~working as Park Wardens~~ performing a period of back-country ~~patrol~~ **work** in excess of eight (8) consecutive hours during a two-week period;

- (a) ~~Park Wardens~~ **Such employees** are entitled to receive compensation at straight-time rates for all hours worked, other than hours worked on a day of rest or on a designated paid holiday, up to an average of seventy-five (75) or eighty (80) hours (in accordance with the Hours of Work Code) over a two (2) week period and compensation at time and one-half (1 1/2) for all other hours worked.
- (b) ~~Park Wardens~~ **Such employees** are entitled to receive compensation at time and one-half (1 1/2) rates for work performed on the first (1st) day of rest and compensation at double (2) time for work performed on the second and subsequent days of rest where two (2) or more contiguous days of rest are indicated by the schedule.

The objective of the discussion is to extend the provisions provided in clause 24.02 to all employees subject to the application of the collective agreement. This Agency proposal stems from a functional change that occurred in 2010.

ADDITION – ARTICLE 24.07: MEAL ALLOWANCE

d) Meal allowances under this clause shall not apply to an employee who is on travel status which entitles the employee to claim expenses for lodging and/or meals **or to an employee who had obtained authorization to work at the employee's residence or at another place to which the Employer agrees.**

The Agency's objective is to clarify that employees are not entitled to meal allowances when requesting to work from their residence and/or another place to which the Employer agrees.

ARTICLE 25 – CALLBACK AND REPORTING PAY

The Agency would like to discuss the conditions surrounding the application of (c)(i).

25.01 If an employee is called back or required to report to work:

- (a) on a designated paid holiday which is not the employee's scheduled day of work,
or
- (b) on the employee's day of rest,
or
- (c) 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, the employee shall be entitled to the greater of:
 - (i) compensation equivalent to three (3) hours pay at the applicable overtime rate of pay for each call back/reporting to a maximum of eight (8) hours' compensation in an eight (8) hour period. **This minimum shall only apply once during a single eight (8) hour period, starting when the employee first commences the work,**

or
 - (ii) compensation at the applicable rate of overtime compensation for time worked,

provided that the period worked by the employee is not contiguous to the employee's normal hours of work.
- (d) The minimum payments referred to in 25.01(c)(i) and (c)(ii), do not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 56.05 of this agreement.

The objective of this discussion is to minimize costs associated with call-back instances within an eight (8) hour timeframe.

ARTICLE 25 – CALLBACK AND REPORTING PAY (continued)

The Agency would like to discuss a new clause under article 25.

25.02 An employee who receives a call to duty from a management representative of the Agency on a designated holiday or a day of rest or after he/she has completed his/her work for the day, may, at the discretion of the Agency, work at the employee's residence or at another place to which the Agency agrees. In such instances, the employee shall be paid the greater of:

(a) compensation at the applicable overtime rate for any time worked.

or

(b) compensation equivalent to one (1) hour's pay at the straight-time rate, which shall apply only the first time an employee performs work during an eight-hour period, starting when the employee first commences the work.

Re-number subsequent articles

The objective of this discussion is to acknowledge today's technological reality which allows employees, in some circumstances, to perform work from a remote location without having to physically return to the workplace.

ARTICLE 26 – STANDBY

The Agency would like to discuss clause 26.02.

26.02 An employee designated by letter or by list for standby duty shall be available during his/her period of standby at a known telephone number and be available **and fit** to return for work as quickly as possible if called. In designating employees for standby, the Agency will endeavour to provide for the equitable distribution of standby duties.

The objective of this discussion is to clarify the requirement of employees to be fit for duty while on standby.

ARTICLE 31 – LEAVE GENERAL

The Agency would like to discuss article 31.

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

The Agency's objective is to ensure employees are not benefitting from the same leave benefits under multiple collective agreements when moving between departments and agencies.

ARTICLE 32 – CARRY-OVER AND/OR LIQUIDATION OF VACATION LEAVE

The Agency would like to discuss article 32.

32.11

a) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of her/his vacation leave up to a maximum of two hundred and sixty-two decimal five (262.5) or two hundred and eighty (280) hours (in accordance with the hours of Hours of Work Code) credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) or two hundred and eighty (280) hours (in accordance with the hours of Hours of Work Code) shall be automatically paid in cash at her/his daily rate of pay as calculated from the classification prescribed in her/his letter of offer of her/his substantive position on the last day of the vacation year.

b)

~~(i) Notwithstanding paragraph a), if on the date of signing of this agreement or on the date an employee becomes subject to this agreement, he or she has more than two hundred and sixty two decimal five (262.5) or two hundred and eighty (280) hours (in accordance with the Hours of Work Code) of unused vacation leave credits earned during previous years, this number of unused vacation leave credits shall become the employee's accumulated leave maximum;~~

The Agency's objective is to clarify that the maximum carry-over amounts under 32.11 a) will not change based on when the collective agreement is signed.

ARTICLE 39 – LEAVE GENERAL

The Agency would like to discuss article 39.

39.03 Special Parental Allowance for Totally Disabled Employees

a) An employee who:

(i) ...

(ii) has satisfied all of the other eligibility criteria specified in paragraph 39.02 a), other than those specified in sections A and B of subparagraph 39.02 a)(iii), shall be paid, in respect of each week of benefits under the **standard** parental allowance, **as specified under paragraphs 39.02 (c) to (k)**, not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD plan or through the Government Employees Compensation Act.

The Agency's objective is to clarify that the special allowance for totally disabled employees under parental leave without pay is calculated using the standard parental allowance and not the extended benefit.

ARTICLE 40 – LEAVE WITHOUT PAY FOR THE CARE OF FAMILY

The Agency would like to discuss clause 40.03.

40.03 Subject to paragraph 40.02, **and subject to operational requirements**, an employee ~~shall~~ **may** be granted leave without pay for the Care of Family in accordance with the following conditions;

a) an employee shall notify the Agency in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;

b) leave granted under this article shall be for a minimum period of ~~three (3)~~ **twelve (12)** weeks;

c) the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the Public Service;

~~d) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.~~

d) an employee who intends to take leave granted for a period of one (1) year or less during the summer leave period will submit their leave request on or before April 15, and on or before September 15 for the winter leave period.

The objective of this discussion is to assist with operational challenges and ensure proper application of the intent of this type of leave.

ARTICLE 42 – LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

The Agency proposes to add:

42.03 Term and seasonal employees shall be entitled to the benefits of this Article in the same proportion as their total annual hours of work compared to the total annual hours of work of a full-time employee occupying a position at the same occupational group and level (according to the Hours of Work Code).

Renumber subsequent articles

The objective of this discussion is to pro-rate the entitlement for employees who do not work year-round with the Agency. This concept is consistent with the Vacation Leave and Sick Leave provisions of the collective agreement.

ARTICLE 50 – LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

The Agency would like to discuss clause 50.02.

50.02 ~~Volunteer and~~ Personal Leave

RENAMING 50.02 – ~~VOLUNTEER AND~~ PERSONAL LEAVE

In any fiscal year, an employee is entitled to no more than fifteen (15) or sixteen (16) hours (in accordance with the Hours of Work Code) of ~~combined personal and volunteer~~ leave.

~~Effective April 1st 2018, Volunteer leave is deleted from the collective agreement.~~

a) Subject to operational requirements as determined by the Agency and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year fifteen (15) or sixteen (16) hours (in accordance with the Hours of Work Code) of leave with pay for reasons of a personal nature. This leave can be taken in periods of seven decimal five (7.5) or eight (8) hours (in accordance with the Hours of Work Code) or three decimal seven five (3.75) or four (4) hours (in accordance with the Hours of Work Code) each.

b) For employees who work less than ~~twelve (12)~~ **twenty-six (26)** weeks in a fiscal year, the total entitlement shall be seven decimal five (7.5) or eight (8) hours (in accordance with the Hours of Work Code).

c) ...

This is to remove the concept of volunteer leave and have the full entitlement identified as personal leave.

ARTICLE 52 – STATEMENT OF DUTIES

The Agency would like to discuss article 52.

RENAMING ARTICLE 52 - ~~STATEMENT OF DUTIES~~ WORK DESCRIPTION

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

The Agency's objective is to simplify the wording associated to clause 52.01 to better reflect Parks Canada's organization and classification framework.

ARTICLE 56 – MEMBERSHIP FEES

The Agency would like to discuss article 56.

56.01 The Agency shall reimburse an employee for membership, registration, licensing or certification fees to an organization, governing body, or government agency when the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position.

Reimbursement under this article will not be paid for the cost of an employee's normal driver's licence. ~~Full~~ Reimbursement will be paid where special classes of driver's licences are required. **For greater clarity, the reimbursement is equal to the difference between the normal driver's license and the special class driver's license.**

The objective of this discussion is to clarify the wording under 56.01. This proposed change aligns with the practice of the Agency since the introduction of this article. This change will clarify the language.

ARTICLE 60 – PAY ADMINISTRATION

DELETION OF THIS CLAUSE

~~60.08 When the regular pay day for an employee falls on her/his day of rest, every effort shall be made to issue her/his cheque on her/his last working day, provided it is available at her/his regular place of work.~~

Renumber accordingly

This clause is no longer required given payments are made by direct deposit by the pay center.

ARTICLE 63 - DURATION

The Agency would like to discuss article 63.

Placeholder - The Agency reserves the right to discuss the date on which the provisions and the appendices of the new agreement become effective, the duration of the collective agreement as well as the implementation of the retroactive period of the agreement, where applicable.

APPENDIX "E" – SPECIAL CONDITIONS APPLICABLE TO CANAL OPERATING EMPLOYEES

Placeholder – The Purpose of this discussion is to bring clarity to certain articles under this appendix.

APPENDIX "I" – GROUP SPECIFIC PROVISIONS**DELETION OF THIS CLAUSE**~~3.4 Thirty Seven Decimal Five Hours Work Week~~

In the event that the Agency confirms that any GS employees are working a normal 37.5 work week, the Agency agrees that:

~~Notwithstanding Appendix "B" Hours of Work Code, the Agency agrees to maintain the thirty seven decimal five (37.5) hour per work week of the seven decimal five (7.5) hour per day schedule for those employees who, as of February 23, 1989, were working a scheduled thirty seven decimal five (37.5) hours per week of seven decimal five (7.5) hours per day.~~

The agency would like to eliminate this article as there are no longer employees who meet this clause.

APPENDIX "J" – IMPLEMENTATION OF THE COLLECTIVE AGREEMENT

Placeholder

APPENDIX "K" – WORFORCE ADJUSTMENT**6.4 Options**

6.4.1 b) Transition Support Measure (TSM) is a ~~cash~~ **lump-sum** payment based on the employee's years of service as per Annex B made to the opting employee. Years of service is the combined years of service in the Public Service immediately prior to appointment to the Agency, for which he or she was not granted a Transition Support Measure, plus years of service with the Agency. Employees choosing this Option must resign but will be considered to be laid-off for purposes of severance pay. The TSM shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2) year period.

This proposal is to clarify that payments are not made in cash.

APPENDIX "A" - ANNUAL RATES OF PAY AND PAY NOTES

APPENDIX "G" – ALLOWANCE FOR LAW ENFORCEMENT OFFICERS

APPENDIX "L" – ALLOWANCE FOR COMPENSATION ADVISORS

APPENDIX "M" – TEMPORARY INCENTIVE FOR COMPENSATION ADVISORS

The Agency would like to discuss the above-noted Appendices.

Placeholder - The Agency reserves the right to discuss financial/monetary proposals at a later time during the negotiation process.

APPENDIX "F" – ALLOWANCE FOR HVAC TECHNICIANS

APPENDIX "H" – INDIGENOUS LANGUAGES

APPENDIX "N" – AGENCY POLICY SUB-COMMITTEE

APPENDIX "O" – STUDENT EMPLOYMENT SUB-COMMITTEE

APPENDIX "Q" – IMPLEMENTATION OF A RECOVERY SYSTEM FOR UNION BUSINESS

The Agency would like to discuss the above-noted Appendices.

The objective is to discuss the need to maintain these appendices as part of the collective agreement.

ADMINISTRATIVE CHANGES – LEGAL TITLES

Placeholder – The Agency would like to explore amending titles used for other departments to ensure their legal titles are used.

ADMINISTRATIVE CHANGES – SPELLING AND GRAMMAR CORRECTIONS

Placeholder - The Agency would like to fix any spelling and grammar errors in the collective agreement.