

Overview of PSAC Demands and Treasury Board Proposals

All 27 bargaining units of the Core Public Administration (CPA) are in a legal position to bargain or service notice to bargain in 2014. The Treasury Board will negotiate 27 collective agreements with 15 bargaining agents. Public Service Alliance of Canada (PSAC) is one of those 15 bargaining agents and represents 47% of CPA employees.¹

PSAC will negotiate only 5 of the 27 collective agreements, but one is for the Program and Administrative Services (PA) unit which by itself accounts for 33% of CPA employees. They also represent Operational Services (SV) accounting for 5% of CPA, Border Services (FB) another 4%, Technical Services (TC) 5%, and Education and Library Science (EB) at 0.5%.

PSAC describes PA as being responsible for “program administration, information services, communications, secretarial services, office equipment, administrative services, welfare programs, clerical functions and data processing.”²

SV as being “responsible for the operation of federal buildings and services, including firefighters, tradesworkers, storespeople, cooks and hospital workers, lightkeepers and ships' crews.”³

FB as “employees in the Canada Border Services Agency [are] responsible for the planning, development, delivery or management of the inspection and control of people and goods entering Canada.”⁴

TC group covers the job classifications: Drafting and Illustration, Engineering and Scientific Support, General Technical, Photography, Primary Products Inspection, and Technical Inspection (TI).

And the EB group covers the job classifications: Education, Library Science, and Educational Support.

Each of the five units are separately negotiating with the Treasury Board (TB) and have separate lists of demands. TB also has proposed changes to the five collective agreements.

The demands by PSAC and proposals from TB **bold** portions they want to add to the current Collective Agreement and ~~cross-out~~ portions that they want to remove. That formatting is maintained here. The capitalization of article names is also maintained.

¹ Data from PBO's “Federal Public Service data department and classification” http://www.pbo-dpb.gc.ca/files/files/Federal%20Public%20Service%20data%20department%20and%20classification_EN.xlsx

² <http://psacunion.ca/collective-agreement/pa-group>

³ <http://psacunion.ca/collective-agreement/sv-group>

⁴ <http://psacunion.ca/employer/fb-group>

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Introduction, Administrative and Definitions

PREAMBLE

All five of PSAC's demands begin with a preamble:

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.⁵

This document represents bargaining proposals of the Public Service Alliance of Canada for this round of negotiations Treasury Board⁶ for the [*name of bargaining unit*]. 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.

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

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

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

Treasury Board five proposals all begin with this introduction:

The Employer's objectives for this round of bargaining are to advance the government's human resources modernization agenda by implementing a new disability and sick leave management system, by providing salary increases which respect the government's fiscal restraint, and by setting the duration of the collective agreement in order to provide financial predictability.

Such an approach is fair for taxpayers and public servants, and will contribute to a healthier, more productive workforce.

⁵ In FB, TC and EB demands this paragraph is moved below the next two paragraphs.

⁶ Preamble for FB and EB exclude the words 'Treasury Board'

Without prejudice, attached are the Employer proposals for the renewal of the collective agreement covering employees who are members of the [unit name] bargaining unit.

The Employer reserves the right to present other proposals in negotiations as well as counter-proposals with respect to union demands.

Also⁷, the Employer proposes that articles of the collective agreement on which the parties do not make proposals, ultimately, be renewed with appropriate editorial modification to ensure compatibility with other articles as finally agreed

GENERAL

Treasury Board proposes:

The Employer proposes to:

1. Simplify, consolidate and standardize where appropriate;
2. Review and amend, as necessary, the collective agreement in relation to recent legislative changes, or any other required administrative changes in terminology;
3. Discuss Pay Administration issues.

TB proposal for EB adds “4.delete references to the word ‘cash’ and replace with the appropriate term.”

Administrative Changes

TB proposal for all units include “administrative changes to various references to the word ‘cash’”

Examples include “means leave with pay in lieu of ~~cash~~ payment for overtime”, “Compensation in ~~Cash~~ **payment** or Leave With Pay” and “The education allowance is a ~~cash~~ **lump sum** payment”

TB proposals for PA, SV, TC and EB includes changes that replace references to “Public Service Terms and Conditions of Employment Regulations” and other references to regulations with the term “**Directive on Terms and Conditions of Employment**”. The following is an example from TB’s proposal to SV:

“Continuous employment” has the same meaning as specified in the existing ~~Public Service Terms and Conditions of Employment Regulations~~ **Directive on Terms and Conditions of Employment** of the Employer ~~on the date of signing of this Agreement~~

TB proposals for all units change the term ‘mileage’ to ‘kilometric allowance’

⁷ The word ‘Also’ is excluded from TB’s proposal to SV

INTERPRETATION AND DEFINITIONS

Definition of family

All five units change the definition of “family”. The current collective agreements have the same definition of family:

“family” except where otherwise specified in this Agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law partner⁸ resident with the employee), child (including child of common-law partner), stepchild or ward of the employee, grandchild, father-in-law, mother-in-law, the employee’s grandparents and⁹ relative permanently residing in the employee’s household or with whom the employee permanently resides;

All units add **step-brother, step sister, sister-in-law, brother-in-law, son-in-law and daughter-in-law** to the definition.

SV, FB, TC and EB add “**any person over whom the employee holds power of attorney.**”

PA adds “**any person for whom the employee has legal responsibility**” and “**any person permanently residing in the employee’s household or with whom the employee permanently resides.**”

PA and SV add **aunt, uncle, niece, and nephew.**

SV adds **cousins.**

EB adds **step-grandchild, grandparents of spouse, and aboriginal spirit friend.**

Other definitions

FB adds:

“**Service**” means: (a) All service within the public service, whether continuous or discontinuous, except where a person who, on leaving the public service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the public service within one year following the date of lay-off. (b) Notwithstanding paragraph (a) above, an employee who was a member of one of the bargaining units listed below on the date of signing of the relevant collective agreement or an employee who became a member of those bargaining units between the date of signing of the relevant collective agreement and May 31, 1990 shall retain, for the purposes of “service” and of establishing his or her vacation entitlement pursuant to this clause, those periods of former service which had previously qualified for counting as continuous employment, until such time as his or her employment in the public service is terminated. Bargaining Units Dates of Signing AS, IS, PM May 17, 1989 CM, CR, DA, OE, ST May 19, 1989 WP November 24, 1989”

⁸ EB adds the word ‘spouse’

⁹ TC adds the word ‘any’

PA “reserves the right to table demands regarding a definition of operational requirements.”

FB “reserve the right to modify this proposal pending decisions concerning student time.”

STATEMENT OF DUTIES

PA changes:

Within three (3) months of commencement of his/her duties, or upon written request an employee shall be provided with a complete and current statement of the duties and responsibilities of his or her position **detailing the specific duties of the position,** including the classification level and, ~~where applicable,~~ the point rating allotted by factor to his or her position, and an organization chart depicting the position’s place in the organization, **supervisory and reporting relationships, and classification levels of each respective position. This document shall require the supervisor and employee’s signatures and shall contain a paragraph explaining an employee’s right to grieve the content within prescribed timelines.**

TC changes:

57.01 Upon commencement of the employee in a new position and upon written request, an employee shall be provided with a complete and current statement of the **specific** duties and responsibilities of his or her position, including the classification level and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position’s place in the organization.

TB proposal for all units:

Upon **appointment** ~~written request,~~ an employee shall be provided with a ~~complete and current~~ statement of the duties and responsibilities of his or her **substantive** position, including the classification level and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position’s place in the organization.

Pensions

EARLY RETIREMENT FOR FB WORKERS

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

SUPERANNUATION (new)

SV adds:

The Union reserves the right to table demands concerning the eligibility of union leave, premiums and allowances for the purposes of pension calculation. The Union further reserves the right to table demands concerning the extension of the period available to employees for decisions related to the buy-back of pensionable service. The Union further reserves the right to table demands concerning the eligibility for early retirement for the Ships’ Crews Group (SC).

TC adds:

The Union reserves the right to present demands concerning the buy-back of pensionable service. The Union further reserves the right to present demands concerning the eligibility for early retirement by employees performing enforcement duties.’

PRE-RETIREMENT TRANSITION LEAVE

PA, SV, TC and EB add:

Employees who are within four (4) years of retirement may reduce the length of their workweek by up to forty percent (40%). Pay for participating employees would be adjusted to reflect the shorter workweek, but their pension and benefits coverage, as well as premiums or contributions, would continue at prearrangement levels. Employees may take Pre-Retirement Transition Leave for up to four (4) years, but must agree to retire at the end of the leave period.

FB *“Pre-retirement transition leave- Reserve pending discussion with Employer concerning its policy.”*

PRE-RETIREMENT LEAVE (new)

EB and TC add:

The Employer will provide thirty-seven decimal five (37.5) hours of paid leave per year, up to a maximum of one-hundred and eighty seven decimal five (187.5) hours, to employees who have the combination of age and years of service to qualify for an immediate annuity without penalty under the Public Service Superannuation Act.

Collective Agreement and Union Administration

DURATION

TB proposal for PA “This Agreement shall expire on June 20, 2014~~18~~”, for SV it reads “**August 4, 2018**”, for FB “June 20, **2018**”, for TC “June 21, ~~2014~~ **2018**,” and for EB its reads “June 30, 2014~~18~~”

TB proposal for all five units:

The Employer reserves the right to present proposals regarding the date on which the provisions and the appendices of the new agreement become effective, as well as the implementation of the retroactive period of the agreement, where applicable.

TB proposal for all five units moves the following language from an Appendix to the DURATION article “The provisions of this collective agreement shall be implemented by the parties within a period of one hundred and fifty (150) days from the date of signing.”

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

PA and TC change: “The provisions of this collective agreement shall be implemented by the parties within a period of one hundred ~~(100) and fifty (150)~~ days from the date of signing”

SV, FB, and EB change “he provisions of this collective agreement shall be implemented by the parties within a period of ~~one hundred and fifty (150)~~ **ninety five (95)** days from the date of signing”

TB proposals move this appendix to the DURATION article.

INFORMATION

PA, FB and TC all change a line that read “The Employer agrees to supply the Alliance each quarter with the name, geographic location and classification of each new employee.”

PA changes it to:

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

FB and TC change it to:

The Employer agrees to supply the Alliance **and Branch**¹⁰ President each quarter with ~~the name, geographic location and classification of each new employee~~ **a list of all employees in the bargaining unit. The list referred to herein shall include the name, work location and classification of the employee and shall be provided within one month following the termination of each quarter. As soon as practicable, the Corporation**¹¹ **agrees to add to the above list the date of appointment for new employees.**

All the collective agreements state “The Employer agrees to supply each employee with a copy of this Agreement and will endeavor to do so within one (1) month after receipt from the printer”

SV, TC, and EB add:

The Employer shall provide all employees with a¹² **hard-copy of each new collective agreement concluded between the parties. Distribution shall be made within one month of receipt of the collective agreement from the printers. For new employees, the Employer shall provide a**¹³ **hard-copy collective agreement to each new employee on their date of hire.**

TB proposal for all units’ changes:

The Employer agrees to supply each employee with a copy of this Agreement. ~~and will endeavor to do so within one (1) month after receipt from the printer~~¹⁴. **For the purpose of satisfying the Employer’s obligation under this clause, employees may be given electronic access to this agreement.**

CHECKOFF

PA *“reserves the right to table demands.”*

TB proposals for all five units:

The amounts deducted in accordance with clause 10.01 shall be remitted to the Comptroller of the Alliance ~~by cheque~~ within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

~~10.07 The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.~~

¹⁰ TC uses the ‘Local’ rather than ‘Branch’

¹¹ TC uses the word ‘employer’ rather than ‘corporation’

¹² TC adds the word ‘bound’

¹³ TC adds the word ‘bound’

¹⁴ SV maintains that line

USE OF EMPLOYER FACILITIES

SV and FB remove:

~~The Alliance shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer except in the case of notices related to the business affairs of the Alliance, including posting of the names of Alliance representatives, and social and recreational events. Such approval shall not be unreasonably withheld.~~

SV and FB change “The Employer ~~will also continue its present practice of making~~ **make** available to the Alliance specific locations on its premises and, where it is practical to do so on vessels, for the placement of reasonable quantities of literature of the Alliance. “

SV, FB and TC add:

The Employer shall not interfere with an employee’s right to read, discuss and distribute Alliance information on non-work time in the workplace.

Any duly accredited representative of the Alliance shall have access to the Employer’s premises for the purpose of resolving a complaint or a grievance, attending a meeting with management, and/or meetings with Alliance-represented employees.

PA, SV, TC, and EB “*reserves the right to table demands*”

GRIEVANCE PROCEDURE

PA, SV and TC “*reserves the right to table demands regarding this article.*”

FB reserve the right to make proposals with respect pending discussion with respect to recent legislative changes.

EB reserves the right to table proposals concerning the Grievance Procedure, pending discussion with the Employer.

EMPLOYEE REPRESENTATIVES

SV and FB remove:

~~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.~~

SV and FB change:

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.

SV and FB change:

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.~~

The Employer shall grant leave with pay to an employee acting on behalf of the Alliance for the purposes of grievance preparation, and for the purposes of discussion consistent with Article 18.07.

LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

SV and TC change the articles title to "LEAVE WITH ~~OR WITHOUT~~ PAY FOR ALLIANCE BUSINESS"

FB change the title to "LEAVE ~~WITH OR WITHOUT~~ PAY FOR ALLIANCE BUSINESS"

TC adds "**The Employer will grant leave with pay to an employee attending information and voting sessions for the ratification of any tentative agreement, for the renewal of the collective agreement between the Alliance and the Employer.**"

SV and FB changes:

~~When operational requirements permit,~~¹⁵ the Employer will grant leave with pay to a reasonable number of employees representing the Alliance before an Arbitration Board, Public Interest Commission, **Public Service Staffing Tribunal Hearing** or in an Alternate Dispute Resolution Process.

SV changes:

The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board, Public Interest Commission, **Public Service Staffing Tribunal Hearing** or in an Alternate Dispute Resolution Process and, when operational requirements permit, leave with pay to an employee called as a witness by the Alliance.

¹⁵ SV doesn't cross this out.

~~Union Leave without Pay for Election to an Alliance Office~~

The Employer will grant leave without pay to an employee who is elected **or appointed to work for a Local Union, a PSAC Component, the PSAC or any body to which the Union is affiliated** as a full-time official of the Alliance within one (1) month after notice is given to the Employer of such election **or appointment**. The duration of such leave shall be for the period the employee holds such office **or the duration of the appointment.** “

SV and FB change:

~~When operational requirements permit,¹⁶ the Employer will grant leave without pay to an employee for the purpose of attending contract negotiation meetings on behalf of the Alliance, and to assist in holding information and voting sessions for the ratification of any tentative agreement for the renewal of the collective agreement.”~~

FB changes:

~~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.~~

FB adds:

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

¹⁶ SV doesn't cross this out.

SV, FB and TC add:

(i) Where operational requirements permit¹⁷, the employer will grant leave with pay to an employee, or a reasonable number of employees, to participate in:

(a) A union training or education program,

(b) Union-management consultation or Informal Conflict Management Systems (ICMS) processes

(c) Joint education programs

(ii) Requests for such leave shall not be unreasonably denied.¹⁸

Where leave with pay is granted to an employee under article 14.02, 14.09, 14.10, 14.12 and 14.13, the PSAC will reimburse the employer for the salary costs of the employee during the period of approved leave with pay.

NEW 14.XX The Employer shall advise the Alliance within one week of the hiring of new Alliance-represented employees and shall grant leave with pay to a reasonable number of employees to provide Alliance orientation to newly-hired Alliance-represented employees.

FB also adds:

14.xx 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."

FB wishes to discuss the application of article 14 with regards to members acting as Local Representatives for the Fonds de Solidarité-FTQ."

PA and EB *"reserves the right to table demands."*

TC *"reserves the right to able further demands concerning the eligibility of Union leave for the purpose of pension calculation", and "concerning Union Leave for Election to Alliance Office."*

¹⁷ FB excludes this phrase

¹⁸ FB excludes this line

Workplace

DISCIPLINE

PA changes:

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. **The supervisor must remind the employee of his or her right to have a representative of the Alliance accompany him or her.** ~~Where practicable,~~ The employee and his/her Alliance representative shall receive a minimum of ~~one (1)~~ **two (2)** days' notice of such a meeting

PA, SV, FB, and TC change:

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 elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

All units add **"There shall be no discipline or threat of discipline for exercising, in good faith, any rights under Part 2 of the Canada Labour Code. For the purposes of this article, a ministerial declaration alone does not constitute proof of bad faith."**

Part 2 of the Labour Code can be found [here](#). Part 2 is labeled "Occupational Health and Safety" and its purpose is to "prevent accidents and injury to health arising out of, linked with or occurring in the course of employment"

FB and TC add:

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 just, reasonable and sufficient cause and without his/her receiving beforehand or at the same time a written notice showing the grounds on which a disciplinary measure is imposed.

FB and TC change:

a) When an employee is suspended from duty or terminated in accordance with paragraph 12(1)(c) of the Financial Administration Act, the Employer ~~undertakes~~ shall notify the employee in writing of the reason for such suspension or termination. The Employer shall ~~endeavour~~ to give such notification **beforehand or** at the time of suspension or termination

b) 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. 17.02 17.03

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. **The supervisor must remind the employee of her right to have a representative of the Alliance accompany him or her.** ~~Where practicable,~~ The employee **and his/her Alliance representative** shall receive a minimum of ~~one (1)~~ **two (2)** days' notice of such a meeting.

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.

FB and TC add:

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.

No employee shall suffer any loss in wages or benefits afforded under this Agreement while on investigatory or administrative suspension.

EB changes the "Employee performance review and employee files" section:

33.02 (a) Prior to **commencement of** an employee performance review **period**, the employee shall be given: (i)the evaluation form which will be used for the review; **(ii)the work objectives and evaluation criteria that will be used to assess performance;** (iii)any written document which provides instructions to the person conducting the review;

(b) If during the employee performance review, ~~either~~ the form, **work objectives, evaluation criteria,** or instructions are changed, they shall be given to the employee. **Employee's performance shall never be evaluated using forms, work objectives, evaluation criteria, or instructions developed after the fact without the employee's prior notification.**

33.03 (i) Upon written request of an employee, the personnel file(s) of that employee shall be made available once per year for his or her examination in the presence of an authorized representative of the Employer. **This includes by secure electronic access when the employee is outside of the workplace.**

All units add:

(ii) When a report pertaining to an employee's performance or conduct is placed on that employee's personnel file, the employee concerned shall be given:

- a) A copy of the report placed on their file;**
- b) An opportunity to sign the report in question to indicate that its contents have been read; and**
- c) An opportunity to submit such written representations as the employee may deem appropriate concerning the report and to have such written representations attached to the report.**

Any document or written statement critical of an employee's performance, which may have been placed on the employee's file(s), shall be destroyed after *one (1) years*¹⁹ have elapsed.

The employee shall be entitled to be accompanied by a union representative during all discussions of the employee's performance.

Employees shall have the right to grieve their performance review.

All units add:

An employee shall have the right to authorize a named representative of the Union to examine his or her official employee file in his or her absence. Any such representative shall provide the express written authorization of the employee to the appropriate official of the Department of Human Resources. A separate authorization shall be provided for each such request.

PA, FB and TC add:

Where an employee's annual performance evaluation or written performance objectives refer to a need for training in a particular subject area in order to fulfil a particular work related objective that employee shall be entitled to training required to ensure they can meet that objective.

PA, SV, FB and TC add:

Management shall provide the employee with the training necessary to complete their written performance objectives or any other need identified in the annual performance evaluation. All hours on training shall be deemed hours worked. All cost associated with training will be borne by the employer.

Where such training as referred to in paragraphs above²⁰ is not available or was not available, an employee will not be evaluated on those performance objectives that required training.

PA changes "Upon written request of an employee, the personnel file of that employee shall be made available ~~once per year~~ for his or her examination in the presence of an authorized representative of the Employer."

SV, FB, and TC change "Upon written request of an employee, the personnel file(s) of that employee shall be made available **for the employee's** ~~once per year for his or her~~ examination in the presence of an authorized representative of the Employer."

TC adds:

The employee shall be able to securely access their personnel file and related pay and benefits information electronically, when offsite of the Employer's premises.

¹⁹ It reads two (2) years for SV and EB

²⁰ For SV and EB it read "paragraph (i) or (ii)"

(iii) The employee shall have only one official personnel file, which shall accompany the employee throughout their career with the Employer. The Employer agrees to not create nor utilize multiple shadow personnel files of an employee.

TB proposal for all units:

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. **This period will automatically be extended by the length of any period of leave without pay.**²¹

NO DISCRIMINATION

PA, TC and EB add **“discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action”** to the list of kinds of discrimination.

TC adds **favoritism**.

PA, SV, FB and EB add **“gender identity and expression, political activity”**

PA adds **“disability (which includes learning and cognitive disabilities)”**

TC adds **“political activity and classification”**

SV’s collective agreement already includes “mental or physical disability, membership or activity in the Alliance or a conviction for which a pardon has been granted.”

SEXUAL HARASSMENT

All units change the article title to **“HARASSMENT AND ABUSE OF AUTHORITY”**.

FB was previously titled **“SEXUAL HARASSMENT AND ABUSE OF AUTHORITY”**

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

All units add:

Definitions: a) Harassment and bullying are defined as: any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affect an employee’s dignity or psychological or physical integrity, and that results in a harmful work environment for the employee. A single incident of such

²¹ SV phrases this slightly differently as **“will be extended automatically by the length of any period of leave without pay taken by the employee”**

behaviour that has harmful effect on an employee may also constitute harassment. For greater certainty, this definition includes sexual harassment.²²

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

All units change "By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with sexual harassment."

PA adds:

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

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

PA, SV, FB and EB "reserves the right to propose language concerning workplace surveillance."

PA "reserves the right to propose language concerning workplace violence, and the timeline for complaints."

HEALTH AND SAFETY

EB reserves the right to present proposals concerning pending discussions with the employer with respect to CLC OHS requirements.

SV, PA and TC "reserves the right to table demands."

FB reserves the right to present proposals concerning this article "Health and Safety" pending discussions with the employer with respect to CLC OHS requirements, Health and Safety Committees and CBSA's 'double-up' policy.

FB reserves the right to present proposals with respect to "Technological Change" pending the employer's providing of information concerning the introduction of ABC machines.

FB shall be presenting proposals concerning Article 25 and 26 "Hours of work, Shift Principle and Appendix B, and potentially Article 47 Court Leave, pending discussion with the Employer and once the Union's information request has been fulfilled by the employer

²² The last sentence is only included in the PA demands.

FB wants a new “Paid Meal Period” that will read “Introduce a forty (40) hour work week with a thirty (30) minute paid meal break for every eight (8) hours.”

Leave and Holidays

VACATION LEAVE WITH PAY

Program and Administrative Services (PA)

| Old Vacation | | |
|--------------|------------------|-------|
| Monthly Rate | Years of Service | Weeks |
| 9.375 | 0 | 3 |
| 12.5 | 8 | 4 |
| 13.75 | 16 | 4.4 |
| 14.4 | 17 | 4.608 |
| 15.625 | 18 | 5 |
| 16.875 | 27 | 5.4 |
| 18.75 | 28 | 6 |

| New Vacation | | |
|--------------|------------------|-------|
| Monthly Rate | Years of Service | Weeks |
| 12.5 | 0 | 4 |
| 15.625 | 8 | 5 |
| 18.75 | 14 | 6 |
| 21.875 | 21 | 7 |
| 25 | 28 | 8 |

Education and Library Science (EB)

| Old Vacation | | |
|--------------|------------------|-------|
| Monthly Rate | Years of Service | Weeks |
| 9.375 | 0 | 3 |
| 12.5 | 8 | 4 |
| 13.75 | 16 | 4.4 |
| 14.4 | 17 | 4.608 |
| 15.625 | 18 | 5 |
| 16.875 | 27 | 5.4 |
| 18.75 | 28 | 6 |

| New Vacation | | |
|--------------|------------------|-------|
| Monthly Rate | Years of Service | Weeks |
| 12.5 | 0 | 4 |
| 15.625 | 8 | 5 |
| 18.75 | 14 | 6 |
| 21.875 | 21 | 7 |
| 25 | 28 | 8 |

Border Services (FB)

| Old Vacation | | |
|--------------|------------------|-------|
| Monthly Rate | Years of Service | Weeks |
| 9.375 | 0 | 3 |
| 12.5 | 8 | 4 |
| 13.75 | 16 | 4.4 |
| 14.4 | 17 | 4.608 |
| 15.625 | 18 | 5 |
| 16.875 | 27 | 5.4 |
| 18.75 | 28 | 6 |

| New Vacation | | |
|--------------|------------------|-------|
| Monthly Rate | Years of Service | Weeks |
| 9.375 | 0 | 3 |
| 12.5 | 5 | 4 |
| 15.625 | 10 | 5 |
| 18.75 | 23 | 6 |

Operational Services (SV)

| Old Vacation | | |
|--------------|------------------|-------|
| Monthly Rate | Years of Service | Weeks |
| 9.375 | 0 | 3 |
| 12.5 | 8 | 4 |
| 13.75 | 16 | 4.4 |
| 14.4 | 17 | 4.608 |
| 15.625 | 18 | 5 |
| 16.875 | 27 | 5.4 |
| 18.75 | 28 | 6 |

| New Vacation | | |
|--------------|------------------|-------|
| Monthly Rate | Years of Service | Weeks |
| 12.5 | 0 | 4 |
| 15.625 | 8 | 5 |
| 18.75 | 14 | 6 |
| 21.875 | 21 | 7 |
| 25 | 28 | 8 |

Technical Services (TC)

| Old Vacation | | |
|--------------|------------------|-------|
| Monthly Rate | Years of Service | Weeks |
| 9.375 | 0 | 3 |
| 12.5 | 8 | 4 |
| 13.75 | 16 | 4.4 |
| 14.4 | 17 | 4.608 |
| 15.625 | 18 | 5 |
| 16.875 | 27 | 5.4 |
| 18.75 | 28 | 6 |

| New Vacation | | |
|--------------|------------------|-------|
| Monthly Rate | Years of Service | Weeks |
| 12.5 | 0 | 4 |
| 15.625 | 7 | 5 |
| 18.75 | 14 | 6 |
| 21.875 | 21 | 7 |
| 25 | 28 | 8 |

All change:

(i) For the purpose of clause 20.02²³ only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave ~~except where a person who, on leaving the public service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay off and is reappointed to the public service within one year following the date of lay off. For greater certainty, severance payments taken under Article 24.04 to 24.07, or similar provisions in other collective agreements, do not reduce the calculation of service for persons who have not yet left the public service.~~

(ii) For the purpose of clause 20.03(a) (i)²⁴ only, any former service in the Canadian Forces for a continuous period of six months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits.

PA changes:

(c) ~~Subject to the following subparagraphs, The Employer reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:~~ (i) to provide an employee's vacation leave in an amount and at such time as the employee may request; (ii) not to recall an employee to duty after the employee has proceeded on vacation leave; (iii) not to cancel or alter a period of vacation or furlough leave which has been previously approved in writing.

PA changes:

The Employer agrees to accept the unused vacation and furlough leave credits, up to a maximum of two hundred and sixty-two decimal five (262.5) hours, of an employee who resigns from an organization listed in Schedule II, III and V of the Financial Administration Act in order to take a position with the Employer if the transferring employee is eligible and has chosen to have these credits transferred.

FB changes:

(a) Where, in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave, to a maximum of ~~two hundred and sixty-two decimal five (262.5)~~ **four hundred (400)** hours of 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)~~ **four hundred (400)** hours shall be automatically paid in cash at his or her daily rate of pay, as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.

(b) Notwithstanding paragraph (a), if, on March 31, 1999, or on the date an employee becomes subject to this Agreement after March 31, 1999, ~~two hundred and sixty two~~

²³ That is the clause for EB. Its 35.02.1 for SV, 34.02 for PA, 34.02 for FB and 38.02 for TC

²⁴ That is the clause for EB. The clause for SV is 35.02, for PA 34.03(a)(i) and 34.03 (a) (i) for FB and TC.

~~decimal five (262.5)~~ **four hundred (400)** hours of unused vacation leave credits, a minimum of seventy-five (75) per year shall be granted or paid in cash by March 31 of each year, commencing on March 31, 2000, until all vacation leave credits in excess of ~~two hundred and sixty-two decimal five (262.5)~~ **four hundred (400)** hours have been liquidated. Payment shall be in one installment per year and shall be at the employee's daily rate of pay, as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31 of the applicable previous vacation year.

34.12 During any vacation year, upon application by the employee ~~and at the discretion of the Employer~~, earned but unused vacation leave credits in excess of one hundred and twelve decimal five (112.5) hours ~~may~~ **shall** be paid in cash at the employee's daily rate of pay, as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position on March 31 of the previous vacation year.

SV and TC makes these changes relating to "Carry-Over and/or Liquidation of Vacation Leave":

(a) ~~Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the~~ Any unused portion of **an employee's his or her** vacation leave up to a maximum of two hundred and sixty-two decimal five (262.5) hours credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours shall be automatically paid in cash at his or her daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year."

PA "reserves the right to make additional proposals on CarryOver and/or Liquidation of Vacation Leave"

EB reserves the right to table further proposals pay pending discussion with the employer.

PA reserves the right to make additional proposes on Vacation leave with Pay at a future date.

FB reserves the right to make additional proposals with respect to Vacation Leave with pay pending clarification from the employer with respect to student time.

TB proposal for PA, SV and EB:

(a)(i) For the purpose of clause 34.02 only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the public service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the public service within one year following the date of lay-off. For greater certainty, severance payments taken under Article XX.04 to XX.07, or similar provisions in other collective agreements, do not reduce the calculation of service for persons who have not yet left the public service.

(a)(ii) For the purpose of clause XX.03 (a) (i) only, effective April 1, 2012 on a go forward basis, any former service in the Canadian Forces for a continuous period of six months

or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits.

as per MOA signed on July 19, 2012

TB proposal for all units:

XX.04 An employee is entitled to vacation leave with pay to the extent of the employee's earned credits, but an employee who has completed six (6) months of continuous **service employment** is entitled to receive an advance of credits equivalent to the anticipated credits for the current vacation year.

TB proposal all units:

~~Advance Payments a. The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last payday before the employee's vacation period commences. b. Provided the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to the commencement of leave. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.~~

TB proposal for PA FB and SV:

XX.11 a. Where, in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave, to a maximum of two hundred **and twenty five (225)** ~~sixty two decimal five (262.5)~~ hours of credits, shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred **and twenty five (225)** ~~sixty two decimal five (262.5)~~ hours shall be automatically paid ~~in cash~~ at his or her ~~daily~~ rate of pay, as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.

b. Notwithstanding paragraph (a), if, on March 31, 1999, or on the date an employee becomes subject to this Agreement after March 31, 1999, an employee has more than two hundred **and twenty five (225)** ~~sixty two decimal five (262.5)~~ hours of unused vacation leave credits, a minimum of seventy-five (75) hours per year shall be granted or paid in cash by March 31 of each year, commencing on March 31, 2000, until all vacation leave credits in excess of two hundred **and twenty five (225)** ~~sixty two decimal five (262.5)~~ hours have been liquidated. Payment shall be in one instalment per year and shall be at the employee's ~~daily~~ rate of pay, as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31 of the applicable previous vacation year.

TB proposal for PA:

XX.13 When an employee dies or otherwise ceases to be employed, the employee's estate or the employee shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation and furlough leave to the employee's credit by the ~~daily~~ rate of pay, as calculated from the classification prescribed in the certificate of appointment on the date of the termination of employment.

TB proposal for PA and SV:

XX.15 Where the employee requests, the Employer shall grant the employee his or her unused vacation leave credits prior to termination of employment if this will enable the employee, for purposes of severance pay, to complete the first (1st) year of continuous employment in the case of lay-off. ~~and the tenth (10th) year of continuous employment in the case of resignation.~~

TB proposal for PA, TC and EB:

The Employer agrees to accept the unused vacation and furlough leave credits, up to a maximum of two hundred and **twenty five (225)** ~~sixty-two decimal five (262.5)~~ hours, of an employee who resigns from an organization listed in Schedule V of the Financial Administration Act in order to take a position with the Employer if the transferring employee is eligible and has chosen to have these credits transferred.

TB proposal for PA and EB:

An employee shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause XX.03.

~~b. The vacation leave credits provided... above shall be excluded from the application of paragraph 34.11, dealing with the Carry Over and/or Liquidation of Vacation Leave.~~

TB proposal for SV:

Employer An employee who has resigned from an organization listed in Part II of Schedule I of the Public Service Staff Relations Act may, with concurrence of Employer, transfer up to ~~two hundred and eighty (280)~~ **two hundred and forty (240)** hours of earned vacation leave credits earned previously with that organization.

TB proposal for EB:

20.06 The Employer shall give an employee as much notice as is practicable and reasonable of approval, rejection or cancellation of a request for vacation leave with pay. In the case of rejection or cancellation of such leave, the Employer shall give the ~~written~~ reason ~~therefore~~ **in writing**, upon written request from the employee.

TB proposal for EB and TC:

Where in any vacation year an employee has not been granted all of the annual leave credited to him or her, the unused portion of annual leave shall be carried over into the

following year, except that the unused portion of annual leave in excess of two hundred and **twenty five (225)** ~~sixty two decimal five (262.5)~~ hours shall be automatically converted into a **payment** ~~cash~~, by multiplying the number of days to which the excess leave credits correspond by the ~~daily~~ rate of pay applicable to the classification prescribed in the employee's certificate of employment of his or her substantive position in effect on the last day of the preceding fiscal year

TB proposal for EB:

While vacation leave credits shall normally not exceed two hundred and **twenty five (225)** ~~sixty two decimal five (262.5)~~ hours in excess of the current year entitlement, an employee may request, in exceptional circumstances, to carry over additional vacation leave credits for specific purposes. Such request shall include the duration and purpose of the carry-over.

TB proposal for TC:

Notwithstanding paragraph (a), if on November 19, 2001 or on the date an employee becomes subject to this Agreement, he or she has more than two hundred and ~~sixty two decimal~~ **twenty-five (225 262.5)** hours of unused vacation leave credits earned during previous years, this number of unused vacation leave credits shall become the employee's accumulated leave maximum.

TB proposal for EB:

Summer Leave for the ED-LAT Subgroup of ED (Twelve (12) Month Work Year)

20.16 Employees shall be granted leave without pay during the months of May, June, July, August and September provided a request for such leave is received in writing by the Employer on or before March 15 in each year and provided that leave without pay immediately follows the annual leave. At the departmental level, the total number of requests for leave without pay, spread over the aforementioned five (5) months shall not exceed four per cent (4%) of the employees subject to this clause. The total number of weeks of **annual** leave with pay earned by the employee together with the total number of weeks of leave without pay granted to the employee shall not exceed ten (10) weeks. The period of leave of absence without pay shall be considered as time worked for the purpose of accruing leave credits provided that the employee continues in the employment of the Employer in the month immediately following the employee's return to work.

TB proposal for TC:

Scheduling of Vacation Leave With Pay

~~38.04 In scheduling vacation leave with pay to an employee, the Employer shall, subject to the operational requirements of the service, make every reasonable effort~~

~~(a) to grant the employee his or her vacation leave during the fiscal year in which it is earned, if so requested by the employee not later than June 1;~~

~~(b) to comply with any request made by an employee before January 31 that the employee be permitted to use in the following fiscal year any period of vacation leave of four (4) days or more earned by the employee in the current year;~~

~~(c) to ensure that approval of an employee's request for vacation leave is not unreasonably denied;~~

~~(d) to schedule vacation leave on an equitable basis and when there is no conflict with the interests of the Employer or the other employees, according to the wishes of the employee.~~

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

(b) Subject to the following subparagraphs, the Employer reserves the right to schedule an employee's vacation leave but shall make every reasonable effort: (i) to provide an employee's vacation leave in an amount and at such time as the employee may request; (ii) not to recall an employee to duty after the employee has proceeded on vacation leave; (iii) not to cancel nor alter a period of vacation which has been previously approved.

For TC:

~~During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred and twelve decimal five (112.5) hours may be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position on March 31 of the previous vacation year.~~

DESIGNATED PAID HOLIDAYS

All get New Year's Day, Good Friday, Easter Monday, Sovereigns Birthday (May 24), Canada Day, Labor Day, Thanksgiving, Remembrance Day, Christmas Day, the first Monday in August, and one additional day when proclaimed by an Act of Parliament as a national holiday.

FB, PA and TC also get Boxing Day.

FB adds Easter Sunday.

All add the third Monday in February

PA, EB TC, and SV add January 2nd

PA adds May 1st.

PA changes:

- a) When an employee works on a holiday, he or she shall be paid **double (2) time and time and one half (1 1/2)** for all hours worked ~~up to seven decimal five (7.5) hours~~

~~and double (2) time thereafter, in addition to the pay that the employee would have been granted had he or she not worked on the holiday; or~~

- b) upon request and with the approval of the Employer, the employee may be granted:
- (i) a day of leave with pay (straight time rate of pay) at a later date in lieu of the holiday;

and (ii) pay at **double (2) time** ~~one and one-half (1 1/2) times~~ the straight time rate of pay for all hours worked up to seven decimal five (7.5) hours; ~~and (iii) pay at two (2) times the straight time rate of pay for all hours worked by him or her on the holiday in excess of seven decimal five (7.5) hours."~~

FB reserves the right to make additional proposals concerning "Designated Paid Holidays" pending discussions with the Employer with respect to how employees are assigned to work designated paid holidays.

FB also wants to remove "and with the approval of the Employer" from the option of getting "a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday;" rather than the straight-time pay for that vacation day.

EB *"reserves the right to table further proposals concerning Designated Paid holidays pending discussion with the employer."*

TB proposal for PA TC EB add **"For greater certainty, employees who do not work on a Designated Paid Holiday are entitled to seven decimal five (7.5) hours pay at the straight-time rate."**

TB proposal for all units remove ~~"Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave"~~

TB proposal for TC:

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

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

(b) compensation in accordance with the provisions of clause 32.05.

(c) The minimum payment referred to in (a) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with 63.09.

VOLUNTEER LEAVE

TC and SV change:

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days²⁵ the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours of leave with pay to work as a volunteer for a charitable or community organisation or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign. **Employees who are subject to clause 25.13 shall be granted up one full shift of leave. Notwithstanding the above, Shift workers shall be granted and paid up to one (1) full shift of leave.**²⁶

EB changes the same segment to read “a single **or multiple period(s)** of up to seven decimal five (7.5) hours of leave with pay” and already contained the following “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.”

PA changes:

~~Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the~~ An employee shall be granted, in each fiscal year, ~~a single period of up to seven decimal five (7.5) hours~~ **up to fifteen (15) seven decimal five (7.5) hours** of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign. **Employees who are subject to clause 25.13 shall be granted up to two (2) full shifts of leave**

FB changes:

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, ~~a single period of up to seven decimal five (7.5) hours~~ **one day** of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign

FB “reserves the right to table proposals pending discussion with the Employer with respect to its current practices.”

BEREAVEMENT LEAVE WITH PAY

PA, SV, TC and EB raise the entitlement for bereavement leave upon the death of a member of the employee’s family to be raised from seven consecutive calendar days to ten working days.

²⁵ SV adds “If possible”

²⁶ TC demands do not contain the last sentence.

EB adds “Upon request of the employee, one (1) days’ leave may be utilized at a later date when interment does not immediately follow the death of the family member”

PA demands one day bereavement for the death of a cousin or great-grand parent. And adds “**In addition, the employee may be granted up to three (3) days’ leave with pay for the purpose of travel related to the death.**”

TC demands five days leave for the death of an “**aunt, uncle, niece, nephew, cousin or co-worker. In addition, the employee may be granted up to three (3) days’ leave with pay for the purpose of travel related to the death.**”

SV adds:

An employee’s request for unpaid bereavement leave to attend funerals of persons not covered in this article will not be unreasonably denied.

46.05 An employee is entitled to one (1) day’s bereavement leave with pay for the purpose related to the death of a co-worker.

FB demands one day for the death of an “**aunt, uncle, niece, nephew, cousin or co-worker.**”

EB demands seven days bereavement leave for purposes related to the death of his or her aunt, uncle, niece, nephew, cousin, or co-worker. In addition, the employee may be granted up to three (3) days’ leave with pay for the purpose of travel related to the death.

EB previously didn’t get any time off following the death of those relatives, and got one day off for the deaths of son-in-laws, brother-in laws, daughter-in-law and sister-in-law. However in-laws-were added to the definition of family.

All change:

If, during a period of ~~paid sick leave, vacation leave or compensatory leave~~, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under paragraphs (a) and (b), 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.

EB changes:

(d) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department ~~shall 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 paragraphs (a) and (b).

LEAVE WITHOUT PAY FOR THE CARE OF FAMILY

SV and FB change “leave granted under this Article shall be for a minimum period of ~~three (3)~~ **one (1)** weeks.” And add **“for each week the employee receives a Compassionate Care benefit under the Employment Insurance Plan, he or she shall receive the difference between ninety-three per cent (93%) of his or her weekly rate and the Compassionate Care benefit.”**

TC changes “granted under this Article shall be for a minimum cumulative period of three (3) weeks, **however such leave does not have to be taken consecutively. It may be taken in increments as small as one day**”

TC adds **“for each week the employee receives a Compassionate Care benefit under the Employment Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the Compassionate Care benefit.”**

PA changes:

Leave granted under this Article shall be for a minimum **cumulative** period of three (3) weeks, **however such leave does not have to be taken consecutively. It may be taken in increments of one day**; (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.~~

PARENTAL LEAVE WITHOUT PAY

PA changes:

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

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

PA, SV, TC and EB change:

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

~~(i) has completed six (6) months of continuous employment before the commencement of parental leave without pay;~~

(ii) provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer;

~~and (iii) has signed an agreement with the Employer stating that:²⁷~~

...

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

PA, TC and SV remove “~~The maximum combined, shared maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.~~”

TB proposal for all units: “**Subject to operational requirements, an employee shall may** be granted leave without pay for the care of family in accordance with the following conditions:”

TB proposal for FB “~~eave granted under this Article shall be for a minimum period of twelve (12) three (3) weeks.~~” The other units’ collective agreements contain that line but there is no proposed change.

EB “*reserves the right to make proposals concerning the Care of Family and Compassionate Care leave, pending discussion with the Employer.*”

PA “*reserves the right to make additional proposals on this article at a future date.*”

FB changes “~~Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two-three periods.~~”

TC “*proposes to eliminate the requirement to pay back the parental leave top-up if the employee does not return to work following the period of parental leave.*”

LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

PA, SV, TC and EB want to use the definition of family from the definition section “Article 2”

This replaces a smaller list that included spouse, children, parents and “any relative permanently residing in the employee’s household or with whom the employee permanently resides.”

FB removes the definition of family from this section, but does not make specific reference to Article 2. The removed list included spouse, children, parents, and “or any relative permanently residing in the employee’s household or with whom the employee permanently resides.”

²⁷ The agreement includes agreeing to return to work after the leave, for details see PA demand page 44.

PA, SV and EB raise the total allowable paid leave from 37.5 hours to 75.

TC raises the total from 37.5 to 52.5.

FB raises it from 37.5 hours to 10 days. And adds **“Days not used by the end of the calendar year shall be carried over into the following year.”**

EB adds **“any relative permanently residing in the employee’s household or with whom the employee permanently resides.”**

All remove the restriction that only 7.5 of the hours can be used to:

To attend school functions, if the supervisor was notified of the function as far in advance as possible;

To provide for the employee’s child in the case of an unforeseeable closure of the school or daycare facility;

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”
SV also includes “or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

TC adds:

It is recognized by the parties that the circumstances which call for leave in respect of family-related needs 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 47.02 and 47.03.

SV adds:

Where in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 42.03(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.

EB adds the following reason for using this leave **“Any other requirement directly related to the needs of the employee’s family.”**

EB adds

An employee who has used his or her entire allotment in 22.13 (b) and who is unable to report for or complete his or her regularly scheduled shift due to family-related responsibilities, shall be granted leave with pay and be allowed to make up such hours on leave hour for hour within a period of thirty (30) days at times mutually agreed upon by the Employer and the employee.

EB *“reserves the right to table further proposals ...pending discussions with the Employer.”*

PA then removes the old Compassionate Care leave section and replaces it with the following:

New article - Compassionate Care Leave

xx.01 Both parties recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.

xx.02 For the purpose of this Article, family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), parents of spouse, child (including child of common-law spouse), stepchild or ward of the employee, grandchild, grandparent, father in law, mother in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, any relative permanently residing in the employee's household or with whom the employee permanently resides, and any other person who is a member of a class of persons prescribed for the purposes of this definition "family member" in sub-section 23.1[1] of the Employment Insurance Act.

...

For the complete compassionate care section that was removed and the new Compassionate Care article see the PA demands p.47 to p.50

COURT LEAVE

EB add being subpoenaed or summoned to attend as "applicant or respondent" to the list of situations where they receive paid leave.

TB proposes for all units to change "by subpoena, summons or other legal instrument, to attend as a witness in any proceeding held: (i) in or under the authority of a court of justice ~~or before a grand jury~~"

RELIGIOUS OBSERVANCE

EB changes:

An employee who intends to request leave or time off under this Article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence. **However in cases of emergency and last-minute notice of ceremonies, reasonable requests made within the four (4) week notice period will not be withheld by the Employer**

EB "reserves the right to make further proposals concerning Religious Observance, pending discussion with the Employer."

MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

PA and EB rename this article “Medical Appointments for pregnant employees and employees with disabilities”

TC renames it “Routine Medical Appointments”

PA changes:

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

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

TC changes:

40.01 The employer shall grant paid time off, for up to three decimal seven five (3.75) hours, for persons to attend their own personal medical and dental appointments without charge to their leave credits in cases of routine, periodic check-ups.

40.02 Additionally, up to three decimal seven five (3.75) hours of reasonable time off with pay will be granted to pregnant employees, **or persons with disabilities** for the purpose of attending routine medical appointments.

40.03 Where a series of continuing appointments is necessary for the treatment of a particular condition relating to the pregnancy or **disability**, absences **additional to those specified in 40.01 above** shall be charged to sick leave.

Medical Certificates

NEW 40.04 In all cases, a medical certificate provided by a legally qualified medical practitioner shall be considered as meeting the requirements of the Employer.

NEW 40.05 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

EB changes:

58.01 Up to three decimal seven five (3.75) hours of reasonable time off with pay will be granted to pregnant employees and **persons with disabilities** for the purpose of attending routine medical appointments.

58.02 Where a series of continuing appointments is necessary for the treatment of a particular condition relating to the pregnancy **or disability**, absences **additional to that specified in paragraph 58.01** shall be charged to sick leave.”

MATERNITY-RELATED REASSIGNMENT OR LEAVE

EB change:

57.05 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 ~~with~~ 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.

PA, SV and TC:

An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the **nursing period** ~~twenty-fourth (24th) week following the birth~~, request that the Employer modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or the health of the fetus or child. On being informed of the cessation, the Employer, with the written consent of the employee, shall notify the appropriate workplace committee or the health and safety representative.

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.~~

FB change:

An employee’s request under clause 39.01 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.~~

MATERNITY LEAVE WITHOUT PAY

PA, SV, TC and EB change:

38.02 Maternity Allowance (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the

Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), provided that she:

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

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

~~and (iii) has signed an agreement with the Employer stating that:~~

(The agreement states that she will return to work.)²⁸

PA, SV, TC and EB change:

~~“(iii) has signed an agreement with the Employer stating that”~~ she will return to work, will work for an equal period that she was receiving maternity allowance, details of what happens if she doesn't return, that the leave shall count as time worked, all crossed out

PA *“reserves the right to make additional proposals at a future date.”*

TC *“proposes to eliminate the requirement to pay back the maternity leave top-up if the employee does not return to work following the period of maternity”*

LEAVE FOR ED-EST AND EU EMPLOYEES WHO WORK A TEN (10) MONTH WORK YEAR

EB changes:

The Employer shall grant ED-EST and EU employees who work a ten (10) month work year up to ~~fifteen (15)~~ **thirty (30)** hours of leave with pay within each school year for personal reasons, at a time requested by the employee, provided the employee gives the Employer advance notice prior to the commencement of the leave of at least five (5) working days, unless there is a valid reason, as determined by the Employer, why such notice cannot be give

TB proposal for EB changes:

The Employer shall, **subject to operational requirements**, grant ED-EST and EU employees who work a ten (10) month work year up to fifteen (15) hours of leave with pay, **to be granted in up to two (2) periods**, within each school year for personal reasons, at a time requested by the employee, provided the employee gives the Employer advance notice prior to the commencement of the leave of at least five (5) working days, unless there is a valid reason, as determined by the Employer, why such notice cannot be given.

²⁸ For further detail see PA demands page 40

LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

PA changes:

~~Personal Leave Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the~~ An employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours of leave with pay for reasons of a personal nature. **Employees who are subject to clause 25.13 shall be granted up to one full shift of leave.**

SV changes:

Personal Leave Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to **eight (8) hours, or up** to seven decimal five (7.5) hours, ~~where the standard work week is thirty-seven decimal five (37.5) hours per week,~~ of leave with pay for reasons of a personal nature. **Notwithstanding the above, Shift workers shall be granted and paid up to one (1) full shift of leave.**

FB changes:

Personal Leave Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, ~~a single period of up to seven decimal five (7.5) hours~~ **two (2)** days of leave with pay for reasons of a personal nature

FB adds:

New: 52.xx Leave Without Pay for Military Service Employees required to take leave without pay for military service shall not suffer any break in continuous service for such leave.

52.xx Leave with income averaging Reserve pending discussion with Employer concerning its policy.

52.xx Self-funded leave Reserve pending discussion with Employer concerning its policy.

52.xx Pre-retirement transition leave Reserve pending discussion with Employer concerning its policy.

MEDICAL APPOINTMENT LEAVE (new)

PA, SV, FB and EB add:

Medical or Dental Appointments

xx. Employees shall make every reasonable effort to schedule medical or dental appointments on their own time. However, in the event that medical or dental

appointments cannot be scheduled outside of working hours, employees shall be granted leave with pay to attend medical or dental appointments.

PA adds:

xx. Unless otherwise informed by the Employer in advance, a statement signed by the employee stating that, he or she was required to attend a medical or dental appointment, shall, when delivered to the Employer, be considered sufficient to qualify the employee for such leave.

xx. 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.

FB, SV and EB adds:

Medical Certificate

xx. In all cases, a medical certificate provided by a legally qualified medical practitioner shall be considered as meeting the requirements of paragraph 35.02(a).²⁹

xx. 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.

SELF-FUNDED LEAVE AND INCOME AVERAGING LEAVE (new)

PA adds:

XX.xx Leave with income averaging Subject to mutual agreement, an employee shall be entitled to reduce the number of weeks he/she works in any 12-month period by taking leave without pay for a minimum of five (5) weeks to a maximum of three (3) months, with income averaged over the full 12-month period. Such leave may be taken in one (1) week increments and does not have to be consecutive. Pension and other benefits will be calculated as if the employee was on paid leave. Such requests shall not be unreasonably denied.

XX.xx Self-funded leave Subject to mutual agreement, an employee shall be entitled to a period of Leave Without Pay of not less than six (6) consecutive months and not more than one (1) year that is to commence immediately after a period not exceeding six (6) years after the date on which the earnings deferrals for the leave of absence commence. Such requests shall not be unreasonably denied.

²⁹ "19.02(a)" for EB

EB *“reserves the right to make proposals concerning income averaging pending discussion with the Employer.”*

FB *“Self-funded leave Reserve- pending discussion with Employer concerning its policy.”*

PERSONAL LEAVE WITH PAY

TC change:

49.01 Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours of leave with pay for reasons of a personal nature. **Employees who are subject to clause 25.13 shall be granted up one full shift of leave.**

PEDAGOGICAL BREAK

TB proposal for EB removes the following language:

~~Employees shall be granted a pedagogical break which will include all calendar days between December 25 and January 2 inclusively. During this period, employees are entitled to four (4) days of leave with pay, in addition to three (3) designated paid holidays as provided for under clause 21.01 of this Agreement.~~

Pay and Hours

HOURS OF WORK

TC notifies that:

The Union wishes to discuss the concept of reducing the work week to 35 hours/week without any reduction in pay.

The Union further wishes to discuss the process utilized by the Employer that changes an employee from a day worker to a shift worker, as well as the process for changing the hours of work for a day worker. The Union reserves the right to introduce demands related to these issues, pending the outcome of this discussion.

The Union reserves the right to present further demands concerning this Article.

PA changes:

Notwithstanding the provisions of clause 25.06, upon request of an employee ~~and with the concurrence of the Employer~~, an employee may complete the weekly hours of employment in a period of other than five (5) full days, provided that, over a period of fourteen (14), twenty-one (21) or twenty-eight (28) calendar days, the employee works an average of thirty-seven decimal five (37.5) hours per week. **Such request shall not be unreasonably denied.**

TC changes:

Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, an employee may complete his or her weekly hours of employment in a period other than five (5) full days provided that over a period of twenty-eight (28) calendar days the employee works an average of thirty-seven decimal five (37.5) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. **Such requests shall not be unreasonably denied.**

FB changes:

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.

PA adds **“Employees are not required to register attendance by means of a punch clock.”**

PA changes:

- a) The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day ~~except on occasions when operational requirements do not permit.~~
- b) **The Employer will provide an additional five (5) minute rest period per hour for employees who work in frontline customer service and call-centres.**

PA adds **“Employees may request to move their scheduled compressed day off to another day within their compressed schedule, and such request shall not be unreasonably denied.”**

PA reserves the right to make a proposal on scheduling of hours of work by seniority.

PA adds:

Scheduling by Seniority - Where the Employer schedules work that begins or ends between the hours of 6 p.m. and 7 a.m, the Employer shall solicit employees every six (6) months for volunteers to work such hours. In the event that there are more volunteers than required, the Employer shall award these working hours in order of seniority, as defined in Article 34.03. In the event that there are fewer volunteers than required, the Employer shall assign these shifts in reverse order of seniority.

For greater clarity, such provisions shall apply to the following articles: 25.10, 25.11, 25.13 and 25.23.

PA adds:

a) In the event a line on a schedule becomes vacant, the Employer will reassess its scheduling requirement. Should the line still be required, the Employer will review 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 clause 34.03 will be used as the determining factor to allocate the line.

(b) Should no employee covered by this specific schedule select the vacant line, the line shall then be offered to employees meeting the qualifications required working in the same workplace but under a different schedule. Should more than one employee meeting the qualifications required select the same line on the schedule, years of service as defined in clause 34.03 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 as defined in clause 34.03 will be used as the determining factor to allocate the line.”

PA changes:

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**. ~~time and three quarters (1 3/4).~~

Designated Paid Holidays (clause 30.08)

- (i) A designated paid holiday shall account for **all scheduled hours** ~~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.~~
- (iii) **The compensation provided to the employee shall be in cash or the equivalent of leave with pay at the request of the employee.**

SV removes "This article does not apply to the FR, LI or SC Groups."

SV changes:

~~Effective August 5, 2011, Employees occupying positions in the GS-FOS sub-group, whose hours of work do not meet the definition of shift work in accordance with article 25.01(d) and whose hours of work begin before 06:00 or end after 18:00, will be paid a premium of two dollars (\$2.00)~~ **14.3% of the employee's annual base salary** per hour for each hour worked between 16:00 and 08:00.

The **employee shall be granted** ~~Employer shall schedule~~ two (2) rest periods of **fifteen (15)** ~~ten (10)~~ minutes each during each shift and three (3) rest periods of **fifteen (15)** ~~ten (10)~~ minutes for each shift scheduled for twelve (12) hours or more. An employee in the Canadian Penitentiary Service may be required to take such rest periods at the employee's work location when the nature of the employee's duties makes it necessary

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

- ~~(a) Paragraph (a) shall not apply to employees whose regular hours of work are scheduled from Monday to Friday."~~

TB on Excluded Provisions in PA agreement:

Clauses 25.13 to 25.23 inclusive, pertaining to shift work, do not apply to employees classified as IS. In the case of employees classified as WP, these clauses apply only to employees of the Correctional Service of Canada who are employed in Community Correctional Centres and to those employed in higher security institutions in leisure, social, cultural or athletic activities as well as those who are providing Dialectical Behaviour Therapy (DBT). The Employer wishes to discuss

TB proposal for PA:

The normal workday shall be seven decimal five (7.5) consecutive hours, exclusive of a lunch period, between the hours of ~~7 a.m. and 6 p.m.~~ **6 a.m. and 10 p.m.** **However, such hours shall not be counted towards late hour premiums.**

TB proposal for PA:

An employee who is required to change his or her scheduled shift without receiving at least ~~seven (7) days'~~ **forty-eight (48) hours'** notice in advance of the starting time of such change in his or her schedule shall be paid for the first (1st) shift worked on the revised schedule at the rate of time and one-half (1 ½) for the first (1st) seven decimal five (7.5) hours and double (2) times thereafter. Subsequent shifts worked on the revised schedule shall be paid at the straight-time rate, subject to Article 28, Overtime.

TB proposal for SV "Scheduled of hours of work shall be posted at least ~~fifteen (15) calendar days~~ **forty-eight (48) hours** in advance of the starting date of the new schedule"

TB proposal for SV and EB:

When an employee who is subject to clause 43.04 is required to change his or her scheduled shift without receiving at least ~~five (5) working~~ **days forty-eight (48) hours'** notice in advance of the starting time of such change in his or her scheduled shift, the employee shall be paid at the rate of time and one-half (1 1/2) for all hours worked outside of those which the employee is scheduled to work.

TB proposes the same change in notice requirement for the "THE ED-LAT SUB-GROUP".

TB proposals for TC:

If an employee is given less than ~~seven (7) days'~~ **forty-eight (48) hours** advance notice of a change in his or her shift schedule, the employee will receive a premium rate of time and one half (1 1/2)

TB proposes another change for "THE ED-LAT SUB-GROUP":

Hours of teaching **consist of five (5) periods of fifty-four (54) minutes and include a total of thirty (30) minutes of breaks for each five (5) hour period** ~~must be in accordance with the November 30, 1989, Award of the Special Arbitration Panel chaired by M. Teplitsky.~~

TB proposals for TC:

The Employer shall endeavour to make ~~cash~~ **the** payment for overtime in the pay period following that in which the credits were earned **by the sixth (6th) week after which the employee submits the request for payment.**

TB proposal for FB adds:

Workplace change - When an employee is assigned from a permanent workplace to a temporary workplace, for a period of 14 consecutive calendar days or more, the

provisions of the National Joint Council travel directive shall apply unless the employee is notified, in writing, seven calendar days in advance of the change in workplace.

TB proposal for FB changes:

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 **forty-eight (48) hours** ~~seven (7) days'~~ notice in advance of the starting time of such change shall be paid for the first (1st) day or shift worked subsequent to such change at the rate of time and one-half (1 1/2) for the first seven decimal five (7.5) hours and double (2) time thereafter. Subsequent days or shifts worked on the revised hours shall be paid for at straight-time rate, subject to Article 28, Overtime.

...

25.21 (a) An employee who is required to change his or her scheduled shift without receiving at least **forty-eight hours** ~~seven (7) days'~~ notice in advance of the starting time of such change in his or her scheduled shift shall be paid for the first (1st) shift worked on the revised schedule at the rate of time and one-half (1 1/2) for the first (1st) seven decimal five (7.5) hours and double (2) time thereafter. Subsequent shifts worked on the revised schedule shall be paid for at straight-time rate, subject to Article 28, Overtime

...

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 **inform** ~~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~~ **inform** ~~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~~

TB proposal for TC for "EMPLOYEES IN THE PRIMARY PRODUCTS INSPECTION (PI) GROUP":

25.05 (b) Every reasonable effort shall be made by the Employer: (iv) to arrange shifts over a period of time not exceeding two (2) months and to post schedules at least **forty-eight (48) hours** ~~seven (7) days~~ in advance of the starting date of the new schedule. 25.10 If an employee is given less than **forty-eight (48) hours** ~~seven (7) days'~~ advance notice of a change in that employee's shift schedule, the employee will receive a premium rate of time and one-half (1 1/2) for work performed on the first (1st) shift changed. Subsequent shifts worked on the new schedule shall be paid for at straight time.

OVERTIME

SV adds

For allocation purposes, the Employer shall convert the overtime hours performed by all employees to straight-time hours, in order to fairly allocate overtime amongst all readily available, qualified employees.

...

29.06 and 29.07 and all Appendices – Amend so that an employee is entitled to double (2) time compensation for each hour of overtime worked by the employee.

SV demands that meal reimbursement be raised from \$10 to \$20. This is paid out when a worker works more than 3 hours of overtime, and for each additional 4 hour.

PA *“reserves the right to make additional proposals on meal allowance.”*

PA lowers the threshold for an additional \$10 for meals to each 3 from 4 hours beyond the first 3 hours.

FB *“reserves the right to change the dollar amount of meal reimbursement.”*

TC’s changes:

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

Following rates: (a) ~~time and one half (1 1/2)~~ **double (2)** ~~time except as provided for in paragraph 28.01(b);~~ **For greater clarity, this includes all overtime performed over the employee’s regularly scheduled hours of work, on a first (1st), second (2nd) or subsequent day or rest. Second (2nd) or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.**

(Note: Consequential amendments in the rest of the agreement may be necessary for this proposal.)”

~~double (2) time for each hour of overtime worked after fifteen (15) hours’ work in any twenty-four (24) hour period or after seven decimal five (7.5) hours’ work on the employee’s first (1st) day of rest, and for all hours worked on the second (2nd) or subsequent day of rest. Second (2nd) or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.~~

TC changes:

Compensatory leave earned in a fiscal year, and outstanding as of September 30th of the next following fiscal year will be paid at the employee’s rate of pay on September 30th. ~~Compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid for in cash at the employee’s hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the twelve (12) month period.~~

TC and PA add:

28.03 Where, in respect of any period of compensatory leave, an employee is granted:

(a) bereavement leave with pay, or (b) leave with pay because of illness in the immediate family, or (c) sick leave 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.

TC adds:

28.04 Subject to the operational requirements of the service, the Employer shall make every reasonable effort: (a) to allocate overtime work on an equitable basis amongst readily available, qualified employees; and (b) to give employees who are required to work overtime adequate advance notice of the requirement.

For the purposes of 28.04 (a) the Employer shall convert the overtime hours performed by all employees to straight-time hours, in order to allocate overtime fairly across all readily available, qualified employees.

TC *“reserves the right to present demands concerning minimum rest periods when overtime is performed at night and to present further demands concerning this Article.”*

PA adds **“The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day.”**

PA change:

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 at double (2) time for all overtime hours worked in excess of seven decimal five (7.5) consecutive hours of overtime in any contiguous period.

PA change

(a) An employee who is required to work on a ~~first (1st)~~ day of rest is entitled to compensation at time and one half (1 1/2) for the first ~~(1st) seven decimal five (7.5) hours~~ and double (2) time 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”~~

(b) When an employee 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' compensation ~~in an eight (8) hour period~~

or (ii) compensation at the applicable overtime rate.

- (c) 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 62.05.”

FB changes:

An employee is entitled to overtime compensation under clauses 28.04 and 28.05 for each completed period of fifteen (15) minutes, **or portion thereof**, of overtime worked by him or her when:

...

b) In order to ensure compliance with 28.03 (a), the Employer shall post a list of all employees in each work location, as well as a list of overtime opportunities. Such list of overtime opportunities shall be posted at least once a week. Overtime shall be offered on a rotational basis, beginning with the employee on the list that has been offered the least number of hours.

(c) Except in cases of emergency, call-back or mutual agreement with the employee, the Employer shall, wherever possible, give at least **twenty four (24) hours'** notice of any requirement for overtime work.

FB changes on Overtime Compensation on a workday:

(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 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~~ **four (4) 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)~~ **four (4) hours' pay** at the applicable overtime rate of pay for each call-back ~~to a maximum of eight (8) hours' 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 60.05 or 60.06.~~

FB changes for Overtime Compensation on a day of rest:

Subject to paragraph 28.02(a): (a) an employee who is required to work on a ~~first (1st)~~ day of rest is entitled to compensation at ~~time and one-half (1 1/2) for the first (1st) seven decimal five (7.5) hours and double (2) time~~ **for all hours worked thereafter;**

~~(b) an employee who is required to work on a second (2nd) or subsequent day of rest is entitled to compensation at double (2) time (second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest)~~

(b) when an employee is required to ~~report for work and reports~~ on a day of rest, the employee shall be paid **a minimum of four (4) hours pay at the applicable overtime rate for each reporting.**

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

~~(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 clause 60.05;~~

FB changes to "Compensation in Cash or Leave with Pay":

a) Overtime shall be compensated in cash, except that, upon request of an employee ~~and with the approval of the Employer,~~ overtime may be compensated in equivalent leave with pay.

b) The Employer shall ~~endeavour to~~ pay cash overtime compensation by the sixth (6th) week after which the employee submits the request for payment.

c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.

d) Compensatory leave with pay not used by the end of a twelve (12) month period, ~~to be determined by the Employer,~~ will be paid for in cash at the employee's hourly rate of pay, **on December 31st of the next 12 month period**, ~~as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the twelve (12) month period."~~

PA changes:

Compensation in Cash or Leave With Pay

(a) Overtime shall be compensated in cash, except that, upon request of an employee ~~and with the approval of the Employer~~, overtime may be compensated in equivalent leave with pay.

(b) The Employer shall endeavour to pay cash 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.~~ **An employee's request for compensatory leave shall not be unreasonably denied.**

(d) The Employer shall give an employee as much notice as is practicable and reasonable of approval, denial, alteration or cancellation of a request for compensatory leave. In the case of denial, alteration or cancellation of such leave, the Employer shall give the reason therefor in writing, upon written request from the employee.

~~(e)(d) Compensatory leave with pay not used by the end of the fiscal year a twelve (12) month period, to be determined by the Employer, will be paid for in cash at the employee's hourly rate of pay, at the end of the next fiscal year, as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the twelve (12) month period.~~

~~(f)(e) At the request of the employee and with the approval of the Employer, accumulated compensatory leave may be paid out, in whole or in part, once per fiscal year, at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the time of the request.~~ 28.10 Where, in respect of any period of compensatory leave, an employee is granted

FB changes:

28.08 Transportation Expenses

(a) ~~When an employee is required to report for works and reports under the conditions described in paragraphs 28.04(b), (c) and 28.05(e) (b) and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:~~

(i) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his or her automobile, when the employee travels by means of his or her own automobile;

or (ii) out-of-pocket expenses for other means of commercial transportation.

~~(b) Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or return"~~

PA adds:

28.12 Distribution of Overtime

(a) Opportunities for overtime shall be distributed as equitably as possible among employees in the work group for which the overtime is required, and shall be offered to employees in descending order of seniority.

(b) Employees classified as term or casual will be assigned overtime only if indeterminate employees are not available to perform the required work.

(c) The Employer agrees to maintain a monthly list of overtime worked, which shall be made available to the Union upon request.

EB changes:

~~48.01 This Article applies only to employees whose work year is twelve (12) months.~~

48.01 (a) When an employee works overtime authorized by the Employer, the employee shall be compensated on the basis of **double (2) time** ~~time and one half (1 1/2)~~ for all hours worked in excess of seven decimal five (7.5) hours per day. **For greater clarity, this includes all overtime performed over the employee's regularly scheduled hours of work, on a first (1st), second (2nd) or subsequent day of rest. Second (2nd) or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.**

~~LS/EU — 48.03 LS and EU Groups~~

~~When an employee works overtime authorized by the Employer on his or her normal day of rest, compensation shall be granted on the basis of time and one half (1 1/2) for all hours worked on the first day of rest, and double (2) time on the second day of rest.~~

~~ED — 48.03 ED Group~~

~~(a) When an employee is required by the Employer to work overtime on a normal day of rest, compensation shall be granted on the basis of time and one half (1 1/2) for all hours worked~~

~~(b) An employee who is required to work on a second day of rest is entitled to compensation at double (2) time provided that the employee also worked on the first day of rest. Second day of rest means the second day in an unbroken series of consecutive and continuous calendar days of rest~~

EB adds:

48.XX (a) Overtime shall be compensated in cash except that, upon request of an employee and with the approval of the Employer, or at the request of the Employer and with the concurrence of the employee, overtime may be compensated in equivalent leave with pay.

(b) The Employer shall endeavour to make cash payment for overtime in the pay period following that in which the credits were earned.

(c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer

(d) Employees shall have the right to carry-over unused compensatory leave to the following fiscal year.

(e) Compensatory leave earned in a fiscal year, and outstanding as of September 30th of the next following fiscal year will be paid at the employee's rate of pay on September 30th.

48.XX Where, in respect of any period of compensatory leave, an employee is granted:

(a) bereavement leave with pay,

or (b) leave with pay because of illness in the immediate family,

or (c) sick leave 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.

TB proposal for PA:

Subject to operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to offer overtime work on an equitable basis among readily available qualified employees **who occupy positions at the same group and level as the work to be performed.**

TB proposal for PA *"The Employer wishes to discuss the time period to cash out compensatory leave"*

TB proposals for FB adds **"Should there not be sufficient employees obtained in the manner described in paragraph (a) the Employer shall have the right to assign overtime."**

TB proposals for FB adds:

d. An employee who receives a call to duty or responds to a telephone or data line call while on standby or at any other time outside of his or her scheduled hours of work , may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:

(i) compensation at the applicable overtime rate for any time worked, or (ii) 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 (8) hour period, starting when the employee first commences the work.

CALL-BACK PAY

SV changes:

In the case of vessels assigned primarily to Search and Rescue operations, employees shall be available to return to the vessel within **one hour** ~~thirty (30) minutes~~. **Such employees shall be eligible for standby pay, Article 31.** In the case of vessels whose primary function is not Search and Rescue employees shall be available to return to the vessel within one (1) hour.

SV and TC change:

...and returns to work, the employee shall be paid the greater of:

- (i) compensation equivalent to ~~three (3)~~ **four (4)** hours' pay at the applicable overtime rate of pay for each call-back. ~~to a maximum of eight (8) hours' compensation in an eight (8) hour period.~~ Such maximum shall include any reporting pay pursuant to clause 32.06 and the relevant reporting pay provisions,
- (ii) or compensation at the applicable rate of overtime compensation for time worked

SV adds **"Ships' Crews employees shall be deemed to have left their place of work after going off duty following their daily shift."**

TC adds **"Subject to the operational requirements of the service, the Employer shall make every reasonable effort to allocate call backs on an equitable basis amongst readily available, qualified employees."**

TB proposal for SV:

(e) An employee who receives a call to duty or responds to a telephone or data line call while on standby or at any other time outside of his or her scheduled hours of work, may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:

(i) compensation at the applicable overtime rate for any time worked, or (ii) 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 (8) hour period, starting when the employee first commences the work.

TB proposal for TC:

The Employer shall endeavour to make ~~cash~~ **the** payment for overtime ~~in the pay period following that in which the credits were earned~~ **by the sixth (6th) week after which the employee submits the request for payment.**

STAND-BY

SV changes “This article does not apply to the FR, LI or SC Groups.”

PA, SV and TC change:

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

TC adds “**In designating employees for standby, the Employer shall endeavour to provide for the equitable distribution of standby duties.**”

PA “*reserves the right to make additional proposals regarding ‘Standby’*”

REPORTING PAY

TC changes:

To apply to EG group only

An employee required to report aboard ship sailing from home port outside the employee’s normally scheduled working hours and who is not required to work aboard on reporting ~~shall will~~ be paid a premium **of the greater** of one (1) hour’s pay at the straight-time rate, **or all time spent waiting for the ship’s departure, for such reporting made Monday through Friday. For such reporting done on weekends or designated holidays, the employee will be paid in accordance with 31.01.**

TRAVELLING TIME

PA changes:

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;~~

(c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for **all hours in travel status**. ~~travelled, to a maximum of twelve (12) hours' pay at the straight time rate of pay."~~

FB changes:

(a) An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his permanent residence for ~~forty (40)~~ **twenty (20)** nights during a fiscal year shall be granted ~~seven decimal five (7.5) hours of time a day~~ off with pay. The employee shall be credited ~~seven decimal five (7.5) hours~~ of additional time day off with pay for each additional twenty (20) nights that the employee is away from his or her permanent residence, to a maximum of ~~eighty (80)~~ **one hundred (100)** additional nights.

(b) The maximum number of days off earned under this clause shall not exceed ~~five (5)~~ **six (6)** days in a fiscal year and shall accumulate as compensatory leave with pay

(c) This leave with pay is deemed to be compensatory leave and is subject to paragraphs 28.06(c) and

(d) The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars, unless the employee is required to attend by the Employer.

32.xx When an employee is unable to leave his or her workplace due to circumstances beyond his/her control, such employee shall be paid for all time spent at the workplace and all time spent travelling to his or her place of residence.

TC changes:

~~34.04 If an employee is required to travel as set forth in clauses 34.02 and 34.03:~~ **When in the performance of his or her duties, an employee is required by the Employer to travel by authorized means of transport, time necessarily spent in such travel shall be considered as time worked and compensated for as follows:**

~~(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. (a)~~

on a normal working day ~~on which the employee travels and works~~, the employee shall be paid:

- (i) his or her 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 **all** additional travel **and/or work** time in excess of his or her regular 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~~;

(b) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for **all** hours travelled **and/or worked**. ~~to a maximum of twelve (12) hours pay at the straight time rate of pay.~~

(c) All applicable meal periods are to be included in the calculation of travel time and for payment under this Article.

34.09 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 or her permanent residence for ~~twenty (20)~~ **fifteen (15)** nights during a fiscal year shall be granted seven decimal five (7.5) hours off with pay. The employee shall **also** be credited with ~~one (1) an~~ additional period of ~~seven decimal five (7.5)~~ **zero decimal five (0.5)** hours for each additional ~~twenty (20)~~ **nights one (1)** night 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 hours off earned under this clause shall not exceed forty-five (45) hours in a fiscal year and shall accumulate as compensatory leave with pay.~~

(b) This leave with pay is deemed to be compensatory leave and is subject to paragraphs 28.02(c) and ~~(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.~~

TC "would like to discuss the tracking of travel time with the Employer" and "reserves the right to table further language on this Article."

TB proposal for FB and EB add" for the purpose of paragraphs 27.04[32.06(FB)(b) and (c), should a period of work and travel continue into the next day, the employee's total travel period will be deemed to have taken place on the day it started."

RELIGIOUS OBSERVANCE

PA adds:

The Employer shall make every reasonable effort to accommodate an employee who, due to their spiritual and/or religious obligations, must take time during work hours to observe their obligations by providing a private place for that employee to use for that purpose, if requested by the employee.

SICK LEAVE

TB proposal for all units:

As a result of the Government's announcement to implement a Short-term Disability Plan, the Employer wishes to discuss the consequential changes to the sick leave provisions, a transition approach for sick leave banks, as well as, any other required changes to other provisions in the collective agreement.

LEAVE - GENERAL

FB changes:

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 his or her discretion, transfer their own vacation, family related or compensatory leave credits to another employee."

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

SV change:

where leave without pay for a period in excess of three (3) months is granted to an employee for reasons other than illness, **maternity leave, parental 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

TC "*wishes to discuss with the Employer the creation of a system whereby employees could transfer vacation and compensatory leave credits to fellow employees, for compassionate reasons.*"

TB proposal for PA and EB removes “An employee is entitled, once in each fiscal year, to be informed upon request of the balance of his or her vacation and sick leave credits.”

TB proposal for all units:

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;

c. 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.

d. For the purpose of paragraphs xx.xx (b) and (c), should a period of work and travel continue into the next day, the employee's total travel period will be deemed to have taken place on the day it started.

INJURY-ON-DUTY LEAVE

All change:

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

PA adds “**vicarious trauma, or any other illness, injury**” to the reasons such leave.

EB “*reserves the right to make further proposals concerning Injury on Duty Leave, pending discussion with the Employer.*”

SV says “*Notwithstanding the above, the Union reserves the right to make proposals concerning vicarious trauma, and presumptive cancer coverage for the FR's pending discussion with the Employer*”

EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT LEAVE

EB “*reserves the right to make proposals concerning Education Leave Without Pay and Career Development Leave, pending discussion with the Employer.*”

FB “*reserves the right to make proposals concerning these articles pending discussion with the Employer with respect to its current practices.*”

TC changes:

Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in paragraph 54.05(a) above. The employee shall receive no compensation under Article 28, Overtime, and Article 34, Travelling Time, of this Collective Agreement during time spent on career development leave provided for in this clause. **This leave shall not be unreasonably denied.**

PA and TC *“would like to discuss the provision of second language training for its members.”*

PA changes:

Career development refers to an activity which, in the opinion of the Employer, is likely to be of assistance to the individual in furthering his or her career development and to the **Employer organization** in achieving its goals. The following activities shall be deemed to be part of career development:

...

Upon written application by the employee and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in clause 50.01. The employee shall receive no compensation under Article 28, Overtime, or Article 32, Travelling Time, during time spent on career development leave provided for in this Article. **This leave shall not be unreasonably denied.**

PAY ADMINISTRATION

SV changes:

The Employer will ~~endeavour to~~ make cash payments for overtime and other premium payments within four (4) weeks following the end of the calendar month in which it is earned. The Union reserves the right to table language providing acting employees the ability to move up the increment scale for their acting positions based on cumulative employment at a particular group and level.

PA, FB, TC and EB change:

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

TC adds:

For acting assignments of under four (4) months, the Employer shall make every reasonable effort to allocate such acting assignments on an equitable basis among readily available, qualified employees.

The Union reserves the right to table language providing acting employees the ability to move up the increment scale for their acting positions based on cumulative employment at a particular group and level.

PA adds:

(c) Acting pay is the rate of pay that the person would be paid on appointment to such higher classification level. However, in no case shall the acting pay increase be less than the lesser of the maximum of the wage grid for the higher classification level or 5%.

(d) In addition to increase in c) above, the acting rate of pay will also be adjusted by all consecutive and nonconsecutive time in the higher classification level.

i.e. Acting pay rate = lesser of maximum rate or 5% increase plus (cumulative time in the higher classification / increment qualification period rounded down)

(e) For acting assignments of under four (4) months, the Employer shall make every reasonable effort to allocate such acting assignments on an equitable basis among readily available, qualified employees

(f) The Employer shall endeavour to pay acting pay by the sixth (6th) week after which the employee is appointed to the higher classification.

EB and FB *“reserve the right to table language providing acting employees the ability to move up the incremental scale for their acting positions based on cumulative employment at a particular group and level.”*

TB proposal for PA *“64.05 The Employer wishes to discuss this clause.”*

TB proposal for all five units: ~~When the regular payday for an employee falls on his or her day of rest, every effort shall be made to issue his or her pay cheque on his or her last working day, provided it is available at his or her regular place of work.”~~

TB proposal for SV, FB and TC *“The Employer wishes to discuss retroactivity.”*

TB proposal for SV includes removal of “61.11 Delete Pay Notes (Former Canada Customs and Revenue Agency Employees)”

SHIFT AND WEEKEND PREMIUMS

EB adds **“30.XX Both the shift and weekend premiums shall be considered as part of the employee’s pensionable wages.”**

SV removes:

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

~~Clause 27.01, Shift premium does not apply to employees working hours of work not defined as a shift, covered by clause 25.02, Article 28 or clauses 2.02 and 2.03 of Appendix~~

~~B; clauses 2.01 and 2.02 of Appendix C, clauses 2.03 and 2.04 of Appendix D, clauses 2.01 and 2.02 of Appendix E, and clause 1.01 of Appendix H.~~

SV and TC change:

27.01 Shift Premium

An employee ~~working on shifts~~ will receive a shift premium of ~~two dollars (\$2.00)~~ **14.3% of the employee's annual base salary** per hour for all hours worked, including overtime hours, between 16:00 and 08:00. The shift premium will not be paid for hours worked between 08:00 and 16:00

Shift Premium An employee working on shifts will receive a shift premium of ~~two dollars (\$2.00)~~ **14.3% of the employee's annual base salary per hour** for all hours worked, including overtime hours, between 16:00 and 08:00. The shift premium will not be paid for hours worked between 08:00 and 16:00. 27.02

Weekend Premium (a) An employee working on shifts during the weekend will receive an additional premium of ~~two dollars (\$2.00)~~ **14.3% of the employee's annual base salary** per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.

FB makes similar changes but using the phrase **"14.3% of the employee's basic hourly rate of pay"**

SV and TC add **"Both the shift and weekend premiums shall be considered as part of the employee's pensionable wages."**

PART-TIME EMPLOYEES

EB adds **"For greater clarity, employees working at eighty percent (80%) or higher will be considered full-time employees and receive the benefits provided to full-time employees."**

PA adds **"62.05 All hours worked by part-time employees up to thirty-seven decimal five (37.5) hours in a week shall be pensionable."**

PA changes:

62.089 Subject to paragraph 25.23(d), when a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a fulltime employee in clause 30.02, the employee shall be paid at **double (2)** time ~~and one-half (1 1/2)~~ of the straight time rate of pay for all hours worked ~~up to seven decimal five (7.5) hours and double (2) time thereafter.~~

FB removes the language for reporting pay and for 4 hours minimum pay when called-back.

FB removes a section concerning vacation leave for par-time employees. Eliminating the certain increases in the rate of earning vacation leave, removing the 13.75 per month level, as well as the 14.4 and 16.875.

FB adds:

60.xx a) Straight-time hours of work beyond those scheduled for full-time employees shall be offered in order of service to qualified part-time employees

b) No employee on strength as of (signing of collective agreement) shall be scheduled fewer hours than those contained in their letter of appointment as a result of a) above.

WORK YEAR AND HOURS OF WORK FOR THE ED-LAT SUB-GROUP

EB adds **“45.04 The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day except on occasions when operational requirements do not permit. “**

EB *“reserves the right to make further proposals concerning the Work Year and Hours of Work for the LS, ED-EST, EU, and ED-LAT groups, pending discussion with the Employer.”*

ALLOWANCES

EB adds **“All allowances shall be considered as part of the employee’s pensionable wages”**

EB new allowances **“will include, but not be limited to Cost of Living, Home Internet, Home office, Long Service, and Traditional Language.**

EB also wants **to allow for compensation for more than one specialist subject.**

EB reserves the right to make further proposals concerning Allowances pending discussion with the Employer.

PA, SV, FB, and TC

The Union will, as part of its proposals regarding pay, propose improvements to a variety of current allowances and introduce proposals for new allowances covering specific situations. These will include, but not be limited to:

TC’s proposed allowance:

Special Provisions, Engineering And Scientific Support Group (EG) Concerning Diving Duty Allowance, Vacation Leave with Pay, National Consultation Committee and Transfer at Sea MOU, Technical Inspection (TI) Group, Special Conditions Applicable to Aircraft Maintenance Engineers , MOU, Engineering And Scientific Support (EG) Group, Engineering And Scientific Support (EG) and General Technical (GT) Groups Working Shore-Based Positions at Canadian Coast Guard (CCG) New: Armed Boarding Allowance, Dirty Work Allowance, Firearm Allowance Flight Pay Allowance for Marine Aerial Reconnaissance Teams Hazard Pay Allowance, Height Pay Allowance, Long Service Pay, Parking Allowance, Passport Allowance, Remote Working Locations Allowance, Terminable Allowances for SAR Coordinators, Enforcement Officers, High Level Marine Certifications, Labour Affairs Officers, and Measurement Canada Technical Inspectors (TI).

SV’s proposed allowances:

Allowances paid as a percentage of annual salary, Forklift certification, Dirty Work, Parking, Clothing-Diplomatic couriers, Grooming, Isolation, Scientific work, Health, Nuclear Emergency, Armed Boarding, Rescue Specialist, Dangerous Work, Food Delivery, Height, Supplementary, Rotational Light Station Food Allowance, Long Service, Communication, Going to Sea, and Terminable

PA's proposed allowances:

Shift and Weekend Premiums, Dangerous Goods, Retention Allowance for Compensation Advisors

FB's proposed allowances:

Fitness allowance, Shooting range membership/practice on work time, Uniformed officer allowance, Non uniformed officer allowance, International escort allowance, Remote location allowance, Under gear (Uniform allowance), and Parking Public Transit

FB adds:

Plain Clothes xx.01 Employees required to provide and wear ordinary clothing as part of their duties, shall be reimbursed by the Employer for expenses incurred in the purchase of such clothing, to a maximum of one-thousand, one hundred and twenty-five dollars (\$1,125.00) per annum, upon presentation of the necessary receipts. If an employee performs such duties for less than a calendar year, but for a period or periods totaling one calendar month (30 days) or more in that year, the employee shall be entitled to reimbursement of a proportionate part of the expenses in the same ratio that the employee's time so spent bears to that calendar year.

xx.02 Each employee entitled to the expenses under Section xx.01 shall submit a claim once annually in January for the preceding year to be reimbursed not later than the month of February, next following.

Dry Cleaning allowance xx.03 The Employer shall reimburse up to a maximum of one-thousand, one hundred and twenty-five dollars (\$1,125.00) per annum for expenses associated with the cleaning of uniforms, upon presentation of the necessary receipts.

Dog Handler xx.04 When an employee is required to handle a trained dog the employee shall be paid seven dollars (\$7.00) for each period in which the employee handles the dog for a minimum of one (1) hour within the first four (4) hours immediately after the commencement of the shift. The same amount shall be paid under the same conditions for any succeeding period of four (4) hours.

xx.05 Escorted Removals Premium When an employee is assigned to escort a person from Canada, the employee shall be paid a seven dollar (\$7.00) premium for each hour worked on the assignment, provided that the assignment requires that the employee work more than 7.5 contiguous hours.

LONG SERVICE PAY

FB adds:

X.01 An employee who receives pay for at least seventy-five (75) hours for each of twelve (12) consecutive calendar months for which the employee is eligible to receive long service pay, beginning October 1 of each year, is entitled to be paid, in a lump sum, an amount related to the employee's period of service in the Public Service set out in the following table: Period of Service Annual Amount in the Public Service 5 to 9 years \$740 10 to 14 years \$850 15 to 19 years \$980 20 to 24 years \$1110 25 to 29 years \$1240 30 years or more \$1370

X.02 An employee who does not receive at least seventy-five (75) hours' pay for each of twelve (12) consecutive calendar months for which the employee is eligible to receive long service pay, beginning October 1 of each year, is entitled to one-twelfth (1/12) of the relevant amount as set out in clause X.01 for each month for which he/she receives at least seventy-five (75) hours' pay.

X.03 Where an employee does not complete the employee's specified period of service in the Public Service upon the first (1st) day of a calendar month, the employee shall, for the purpose of clause X.01, be deemed to have completed the specified period of employment:

(a) on the first (1st) day of the current month if the employee completes the specified period of employment during the first fifteen (15) days of the month,

and (b) on the first (1st) day of the subsequent month in any other case.

APPENDIX: RATES OF PAY AND PAY NOTES

TC, PA and EB "The economic package to be proposed by the Union will be made up of many interconnected elements. In brief, these elements will include, but will not be restricted to: "

PA, TC and EB lists include "Real economic increase that reflect the continued strength of the Canadian economy, Retroactivity back to the first day of the contract, Parity with comparable jobs and employers;

TC also add "Protection against inflation, Restructuring of pay grids and new increments; Increase to and harmonization of terminable allowances into the wage grid; Introduction of new allowances"

PA also add "Protection against inflation; Restructuring of pay grids; Changes in increments"

EB also ad "Elimination of regional pay grids; Introduction of new allowances; Compensation for 12 month teachers following from outstanding pay study findings; ."

FB and SV "*will be proposing amendments to ...pending the Employer's providing of payroll and other economic information.*"

TB has similar proposal for all five units on annual rate of pay. Each unit has a different day of the year that the increases are proposed to be effective. For PA it is June 21, for SV August 5, for FB June 20th for TC June 22 and EB for July 1.

TB proposes 0.5% increases for each unit, effective on the date above for each year from 2014 to 2017.

TB proposal for PA and FB *"The Employer also wishes to discuss the pay notes."*

TB proposal for PA to remove all reference to PM-7 annual rates of pay and Pay Notes and TB *"wishes to discuss"*

TB proposes SV changes for the 'FIREFIGHTERS GROUP':

The Employer shall post a duty roster in each Fire Hall ~~eight (8) days~~ **forty-eight (48) hours** in advance. If, as a result of a change in a duty roster, an employee is transferred to another platoon on less than ~~ninety-six (96)~~ **forty-eight (48) hours'** notice in advance of the starting time of the first (1st) shift of the employee's new platoon, the employee shall be paid at the rate of time and one-half (1 1/2) for the first (1st) shift worked in the schedule of the employee's new platoon. Subsequent shifts worked on the schedule of the employee's new platoon shall be paid for at the employee's hourly rate of pay.

TB also proposes SV changes for the "GENERAL LABOUR & TRADES":

An employee whose scheduled hours of work are changed without ~~seven (7) days~~ **forty-eight (48) hours prior notice**: (a) shall be compensated at the rate of time and one-half (1 1/2) for the first (1st) full shift worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at straight time; (b) shall retain his or her previously scheduled days of rest next following the change, or, if worked, such days of rest shall be compensated in accordance with clause 2.07.

TB proposal for SV adds a definition for "GENERAL SERVICES" employees: **"pay - means the basic rate of pay as specified in Annex A and includes supervisory differential and/or inmate training differential where applicable"**

TB proposal for SV:

2.03 An employee whose scheduled hours of work are changed without ~~seven (7) days'~~ **forty-eight (48) hours** prior notice: (a) shall be compensated at the rate of time and one-half (1 1/2): (i) for the first (1st) full shift worked on the new schedule if the new scheduled starting time of the employee's shift is at least four (4) hours earlier or later than the former scheduled starting time; (ii) for those hours worked on the first (1st) shift of the new schedule which are outside of the hours of the employee's formerly scheduled shift, if the new scheduled starting time of the employee's shift is less than four (4) hours earlier or later than the former scheduled starting time.

TB proposal for SV adds a definition for "HEATING, POWER AND STATIONARY PLANT" and "HOSPITAL SERVICES GROUP" employees **pay - means basic rate of pay as specified in Annex A and includes inmate training differential where applicable"**

TB proposes SV changes for the “HEATING, POWER AND STATIONARY PLANT” and “HOSPITAL SERVICES GROUP”:

(a) Schedules of hours of work, which cover the normal work requirements, shall be posted by the Employer at least ~~fifteen (15) calendar days~~ **forty-eight (48) hours** in advance of the starting date of the new schedule. The Employer shall, where practical, arrange schedules which will remain in effect for periods of not less than twenty-eight (28) calendar days;

(b) when an employee is required to change his or her position on the schedule without ~~seven (7) calendar days~~ **forty-eight (48) hours** notice in advance of the starting time of the change he or she shall be paid for the first (1st), changed shift which he or she works at the rate of time and one-half (1 1/2). Subsequent shifts worked, as part of the change, shall be paid for at straight

TB proposal for SV includes various changes relating to the accumulation of vacation leave that replace the term “continuous employment” with “**service.**” For “LIGHTKEEPERS” it reads like this:

Vacation leave provided under clause 1.01 above which is in excess of the three (3) or four (4) weeks per vacation year respectively shall be granted on a prorata basis during the vacation year in which the employee completes the required years of ~~continuous employment~~ **service**

TB proposes SV changes for “SHIPS’ CREWS”:

Employees will be informed of the anticipated work schedule for the operational year. Employees will be notified of changes to the anticipated work schedule at the earliest possible time. Normally, employees will receive two (2) months’ notice of changes to the anticipated work schedule, with a minimum of ~~fourteen (14) days~~ **forty-eight (48) hours** notice.

TB proposal on EB’s “ED-EST SUB-GROUP PAY NOTES CHANGES “The Employer will pay teachers of ~~INAC AANDC on a semi-monthly~~ **bi-weekly** basis”.

TB proposal on EB’s “EDUCATIONAL SUPPORT GROUP (EU):

The Employer will continue the present practice of paying employees of the **Department of Aboriginal Affairs and Northern Development Canada** ~~Indian and Northern Affairs~~ on a ~~bi monthly~~ **weekly** basis, with one (1) ~~pay cheque~~ in July and August.

TB proposal for TC’s “EG – ENGINEERING AND SCIENTIFIC SUPPORT GROUP ANNUAL RATES OF PAY FOR SALARY PROTECTED EMPLOYEES” *the employer wishes to discuss.*

TB proposal for TC’s “GT – GENERAL TECHNICAL GROUP” and “TI – TECHNICAL INSPECTION GROUP” removes:

~~4. If an employee dies, the salary due to the employee on the last working day preceding the employee’s death, shall continue to accrue to the end of the month in which the employee dies. Salary so accrued which has not been paid to the employee as at the date of the employee’s death shall be paid to the employee’s estate.~~

~~5. When an employee who is in receipt of a special duty allowance or an extra duty allowance is granted leave with pay, the employee is entitled during the employee's period of leave to receive the allowance if the special or extra duties in respect of which the employee is paid the allowance were assigned to the employee on a continuing basis, or for a period of two (2) or more months prior to the period of leave.~~

TB proposal for TC deletes the Pay Notes (CBSA Employees).

TB proposal for TC's "TI - TECHNICAL INSPECTION GROUP ANNUAL RATES OF PAY AVIATION, MARINE, RAILWAY SAFETY":

Air investigators, civil aviation safety inspectors and aircraft inspectors who have ~~extensive~~ **acceptable** aircraft maintenance engineering experience and who possess a valid Aircraft Maintenance Engineer licence.

...

marine inspectors, surveyors, investigators and DFO-CCG Vessel Support Group employees who have knowledge of and extensive experience in the design, construction, operation or maintenance of vessels as demonstrated by possession of the appropriate marine certificate of competency, or university degree/college diploma **from a recognized institution** combined with ~~extensive~~ **acceptable** experience **in the design, construction, operation or maintenance of vessels** ~~in the field~~

...

rail investigators and inspectors with qualifications in at least one of the following disciplines: locomotive engineer, conductor, brake person, track specialist, rail traffic controller/dispatcher, equipment/car/locomotive inspector, mechanical officer, signal maintainer and operations officer, and with ~~extensive~~ **acceptable** operational experience in the railway industry. ~~or CANAC/FRA certification.~~

...

~~4. If an employee dies, the salary due to the employee on the last working day preceding the employee's death, shall continue to accrue to the end of the month in which the employee dies. Salary so accrued which has not been paid to the employee as at the date of the employee's death shall be paid to the employee's estate.~~

~~5. When an employee who is in receipt of a special duty allowance or an extra duty allowance is granted leave with pay, the employee is entitled during the employee's period of leave to receive the allowance if the special or extra duties in respect of which the employee is paid the allowance were assigned to the employee on a continuing basis, or for a period of two (2) or more months prior to the period of leave.~~

ALTERNATIVE WORK ARRANGEMENTS

FB adds “The Employer shall not unreasonably deny employee requests to carry out regularly assigned work duties away from the Employer’s premises.”

TC adds “Where operationally feasible, the Employer shall grant employee requests to carry out regularly assigned work duties away from the Employer’s premises.”

WASH UP TIME

FB “reserves the right to make proposals concerning this article pending discussion with the Employer.”

TB proposal to FB deletes this article.

DANGEROUS GOODS

SV and TC add:

An employee certified pursuant to the Transportation of Dangerous Goods Act and who is assigned the responsibility for packaging, ~~and~~ labelling, **handling and/or the transportation** of dangerous goods for shipping in accordance with the above Act, shall receive a daily allowance of ~~three dollars and fifty cents (\$3.50)~~ **ten dollars and fifty cents (\$10.50)** for each day he or she is required to package, ~~and~~ label, **handle and/or transport** dangerous goods for shipping, to a maximum of ~~seventy-five dollars (\$75)~~ **two hundred and twenty-five dollars (\$225)** in a month where the employee maintains such certification.

APPENDICES GROUP SPECIFIC PROVISIONS

SV “reserves the right to table demands concerning specific occupational Group Appendices. These will include, but not be limited to: “

Long Service Pay based on percentage of annual salary, Inmate Training Differential, Diplomatic Couriers-Hours of Work, Meal Expenses, Medical and Dental Appointment Leave, Vacation Scheduling Travel reporting costs – reimbursement of all travel expenses, Increased travel allotment, Off Duty Periods – Absences, Employer Paid Travel for Union Representative to visit all light stations annually, Long Service Pay, Full pension at 25 years’ service with no penalty, Supervisory Differential, Travel reporting costs, Lay Day Work System, Minimum notice for shift changes, Use of non-union workers while ships are in refit/layup, Vacation Scheduling, Access to internet/intranet, telephone and IT support to facilitate, Increased travel allotment and Meal Periods and Meal Allowances

Also:

Add definition of - “day” in relation to an employee means the 24 (twenty-four) hour period which that employee is normally required to perform the duties of his/her position and commences at the designated crew change time. And amend (c) to read ..., the reference to a single period shall be “up to **one shift** ~~eight point four (8.4) hours~~”.

SEVERANCE PAY

TC adds “**as a single payment, to be made at the discretion of the employee at the employee’s prevailing salary at the time of the request.**”

TB proposal for PA “*The Employer wishes to discuss necessary changes due to the elimination of voluntary severance pay.*”

TB proposal for TC and SV “*The Employer would like to discuss the required amendments pursuant to the removal of severance pay for voluntary separations (resignation and retirement).*”

TB proposal for EB “*The Employer wishes to discuss necessary changes due to the elimination of voluntary severance pay.*”

TB proposal for FB “*The Employer wishes to discuss the required housekeeping due to the deletion of voluntary severance.*”

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

TB proposal for FB changes:

1. Consultation process

The intent of this appendix is to provide the parties with a process to facilitate reaching agreements at the for local level or national, VSSA schedules within prescribed timeframes.

2. VSSA discussions

- 2.1 Local **or National** ~~consultation~~ **consultations, as appropriate, pursuant to paragraph 25.24(a) of the agreement** will take place within five (5) days of notice served by either party to reopen an existing variable shift schedule agreement or negotiate a new variable shift schedule arrangement.

Prior to this meeting, the Employer will provide to the Union ~~the following information in respect of its operational requirements: (a) the number of scheduled employees required for each hour. and (b) the rationale for scheduling~~

For greater clarity, reference to national consultation is intended for national VSSAs.

...

2.3 Discussions at the local **or national** level shall be concluded within five (5) weeks from the time of the first meeting identified in paragraph 2.1 above.

2.4 Should the parties come to an agreement on a proposed VSSA schedule ~~at the local level,~~ **the parties the union will jointly** ~~shall~~ submit the schedule for ratification by the employees.

...

2.8 Should the parties come to an agreement on a proposed VSSA schedule ~~at the local level,~~ **the parties the union will jointly** ~~shall~~ submit the schedule for ratification by the employees. Otherwise, **the parties the union will jointly** submit the last Employer VSSA proposal to a vote.

...

2.12 Except as provided in paragraph 2.10 above, ~~both parties~~ the Employer may terminate a VSSA by sending ~~the other~~ a thirty (30) day notice of termination of the existing VSSA unless discussions are on-going pursuant to this appendix.

MEMORANDUM OF AGREEMENT CONCERNING FISHERY OFFICERS IN THE GENERAL TECHNICAL GROUP, WORKING ON MID-SHORE/OFF-SHORE SURVEILLANCE IN THE DEPARTMENT OF FISHERIES AND OCEANS

TB proposal to TC group:

The Employer and the Public Service Alliance of Canada agree, for the term of this Collective Agreement, that Fishery Officers working **on mid-shore/off-shore** surveillance and employed with the Department of Fisheries and Oceans will work an average of nine decimal five (9.5) hours per day while in a surveillance mode.

For the purposes of this Memorandum the following definitions apply:

Fishery Officer Categories:

Category 1: Fishery Officers who are assigned full time to an offshore surveillance unit.

Category 2: Fishery Officers who may occasionally be assigned to mid-shore or off-shore surveillance.

Mid-Shore Area - Generally refers to the ocean area between 24 and 120 nautical miles from the coastline.

Off-Shore Area - Generally refers to the ocean area extending beyond 120 nautical miles from the coastline (including the ocean outside of Canada's Exclusive Economic Zone).

Mid-Shore/Off-shore Surveillance: Fisheries enforcement and/or monitoring-control-surveillance (MCS) activities conducted from specific surveillance platforms (aircraft and vessels) as defined below.

Aircraft: A fixed wing aircraft designed and/or modified and crewed for the primary purpose of carrying out surveillance or intelligence gathering activities.

Vessel: A vessel that is designed, equipped and crewed in a manner that would permit surveillance operations to be conducted at-sea for an extended period of time (if required) without returning to port.

Surveillance mode is defined as the: **The period between the time at which a Fishery Officer on mid-shore/off-shore surveillance reports to his or her surveillance duty station and the time at which the Fishery Officer leaves his or her surveillance duty station at the end of the patrol. Mid-shore/Off-shore surveillance may be conducted by vessel or aircraft (as defined above). In the case of patrol vessels, to be considered for surveillance mode, the vessel must have watch-keeping capability and be at-sea for 2 or more consecutive days (or parts thereof).** Surveillance mode may be terminated due to delays in departure or early return.

Arrest Mode: For the purposes of this Memorandum, "arrest mode" is defined as Those situations where management has authorized a Fishery Officer on **mid-shore/off-shore** surveillance to remain on board a vessel for the purposes of maintaining continuity of evidence.

SURVEILLANCE MODE

Category 1 Fishery Officers:

While in surveillance mode the normal overtime provisions of the Collective

...

- (i) At the request of an employee and with the approval of the **Employer, or at the request of the Employer and the concurrence of the employee**, at any time during the fiscal year, the Employer may pay the requested compensatory leave in excess of ~~one hundred and fifty~~ **seventy-five (75) hours** in cash at the straight-time rate of pay in effect on the day on which compensatory leave is granted.

...

Category 2 Fishery Officers:

While in surveillance mode the normal overtime provisions of the Collective Agreement will apply to these Officers with the following exceptions:

- (a) (i) Employees shall receive thirty-seven decimal five (37.5) hours pay at the straight-time rate per week while in a surveillance mode. All overtime earned and all compensation earned for work on a designated holiday shall accumulate as compensatory leave. The compensatory leave earned while in a surveillance mode shall be liquidated immediately after their return from surveillance mode unless management deems this impractical due to operational requirements.

(ii) At the request of an employee and with the approval of the Employer, or at the request of the Employer and with the concurrence of the employee, at any time during the fiscal year, the Employer may pay the requested compensatory leave in cash at the straight-time rate of pay in effect on the day on which compensatory leave is granted.

(iii) At the end of each fiscal year, all unliquidated compensatory leave shall be paid in cash at the straight-time rate of pay in effect on the day on which compensatory leave is granted.

(b) In addition, if the vessel or aircraft does not depart as scheduled on a designated paid holiday or a day of rest, the reporting pay article of the Collective Agreement shall apply.

(c) For the purpose of accumulation of paid leave and severance pay, time spent by employees in surveillance mode shall be deemed to be seven decimal five (7.5) hours per day and/or thirty-seven decimal five (37.5) hours per week, as applicable.

(d) When an employee works on a designated paid holiday while in a surveillance mode, the employee shall be compensated, in addition to the seven decimal five (7.5) hours holiday pay the employee would have been granted had he or she not worked, at the rate of time and one-half (1 1/2) for all scheduled hours worked and double (2) time for all hours worked in excess of the scheduled hours

...

Arrest Mode

...

Once arrest mode is confirmed and payment at premium rates is in effect, the premium rate will remain in effect until arrest mode ceases. In a continuing arrest mode **over a period of two (2) or more consecutive** days, the surveillance mode provisions will not apply for those days where arrest mode continues beyond 12:00 hours on that day.

Collective Agreement Exclusions

~~Officers~~ While in a surveillance mode or arrest mode, **Fishery Officers** shall be excluded from the following provisions of this Collective Agreement: Hours of Work Article Overtime clauses 28.02, 28.04, 28.06, 28.07, 28.08 Travelling Time Article Shift Premiums Article Call-back Pay Article Standby Article

**MEMORANDUM OF AGREEMENT CONCERNING EMPLOYEES IN THE
ENGINEERING AND SCIENTIFIC SUPPORT GROUP, EMPLOYED BY THE
DEPARTMENT OF NATIONAL DEFENCE ENGAGED IN SEA TRIALS**

TB proposal for TC changes “Upon the request of an employee and with the approval of the Employer, **or at the request of the Employer and the concurrence of the employee**, the employee may be compensated in equivalent leave with pay.”

**SPECIAL CONDITIONS APPLICABLE TO CERTAIN AIRCRAFT MAINTENANCE
ENGINEERS**

TB proposal for TC changes:

Aircraft maintenance engineers in the EG Group whose normal workplace is Transport Canada, Aircraft Services Directorate, or any of the Canadian Coast Guard helicopter bases, who are assigned to work as crewperson in support of an aircraft that has departed its main base, on the Administrative Flight Service, the National Aerial Surveillance Program aircraft or on Canadian Coast Guard helicopters and who are not in receipt of the Shipboard or special assignment allowance under paragraph 1(b) above, will be compensated for a minimum of eight (8) hours at their straight-time rate of pay for each day of rest or designated paid holiday while they are on duty away from their headquarters area. Upon request **by the employee** and with the approval of the Employer, **or at the request of the Employer and the concurrence of the employee**, such time may be granted as compensatory leave at times mutually acceptable to the employee and the Employer. If any such leave cannot be liquidated by the end of the fiscal year, then payment ~~in cash~~ will be made at the employee’s then current rate of pay.

Other

JOINT LEARNING PROGRAM

PA, TC and EB on MEMORANDUM OF UNDERSTANDING WITH RESPECT TO A JOINT LEARNING PROGRAM *reserves the right to make proposals on this appendix*

PA and SV *“reserves the right to table demands concerning this subject.”*

TB proposal for all units *“wishes to discuss”*.

WORKFORCE ADJUSTMENT

All units:

The Union will be making proposals with respect to the Workforce Adjustment Appendix in a number of areas, including (but not limited to) increased job and income security for employees and recognition of employees’ years of service. The Union intends to table these proposals pending discussion with the Employer and pending the Employer’s fulfilling of the Union’s information request.

TB proposal for all units *“wishes to discuss”*.

TB proposal for PA changes all references of “Regulations Respecting Pay on Reclassification or Conversion” to “Directive on Terms and Conditions of Employment.”

APPENDIX- MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO OCCUPATIONAL GROUP STRUCTURE REVIEW AND CLASSIFICATION REFORM

PA *“reserves the right to make proposals on this appendix.”*

TB proposal to PA *“wishes to discuss.”*

NO CONTRACTING OUT

PA, SV, FB and TC add:

XX.01 There shall be no contracting out or privatisation of bargaining unit work, except by explicit mutual agreement in writing between the Union and the Employer.³⁰

³⁰ SV demands read *“Alliance and the Agency”*

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

SV adds **“XX.03 “No contracting out” language shall apply to any person outside the bargaining unit who is doing bargaining unit work, this includes private contractors, students and volunteers.”**

EB *“reserves the right to make proposals concerning No Contracting Out pending discussion with the Employer.”*

WHISTLEBLOWING (new)

All add:

No employee shall be disciplined or otherwise penalized, including but not limited to, demotion, suspension, dismissal, financial penalty, loss of seniority, 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.

EB and TC *“reserves the right to table further proposals concerning this issue pending discussion with the Employer.”*

STUDENT EMPLOYMENT (new)

PA, SV and FB *“reserve the right to make proposals concerning student employment pending discussion with the Employer.”*

FB *“reserves the right to make proposals concerning student employment pending discussion with the Employer about its current practices, and pending the Employer’s fulfilling of the Union’s information request.”*

TC *“reserves the right to present further demands concerning student employment pending discussion with the Employer.”*

TC adds:

NEW XX.01 Both the Union 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 must be hired under legitimate student programs. Those not hired under legitimate student programs shall be bargaining unit members. The employer

agrees to provide to the Union all pertinent documents to verify all student hiring through legitimate student programs.

XX.03 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.

XX.04 Students shall not perform bargaining unit work. In exceptional circumstances, and with agreement in writing by both parties, students may perform bargaining unit work for specific time periods and tasks. Students performing bargaining unit work shall become members of the bargaining unit and shall be entitled to all terms and conditions of employment as found in the collective agreement, including wages and benefits.

TERM EMPLOYMENT

PA changes:

- a) The Union will make proposals on term employment. These will include, but not be limited to **(a) Incorporate the Term Employment Policy into the Collective Agreement. (b) Increase the break in service period from sixty (60) days to ninety (90) days**
- b) **Provide an ongoing, formal recourse mechanism with access to third- party adjudication for a term employee who believes that he/she is not being renewed for the purpose of not being made indeterminate.**

CHILD CARE (new)

All unit add:

The Union reserves the right to propose language on the creation of a national joint union-management committee to review the child care needs of PSAC members, research the availability of quality child care meeting those needs, and develop specific proposals to increase availability of workplace child care centres across the country through employer funding. The Union further reserves the right to table a demand concerning the introduction of workplace daycare.

SOCIAL JUSTICE FUND (new)

All units add:

The Employer shall contribute one cent (\$0.01) per hour worked to the PSAC Social Justice Fund and such 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 Letters Patent of the PSAC Social Justice Fund.

UNIFORMS (new)

SV adds “**All uniforms and clothing issued by the Employer shall be made in Canada and shall bear a recognized Union label.**”

PA calls this article CLOTHING.

PA and FB “*reserves the right to table a demand with respect to the ethical procurement of uniforms and clothing provided by the Employer to employees, pending discussion with the Employer concerning its current policies.*”

EB “*reserves the right to table a demand concerning the ethical procurement of uniforms and clothing provided by the Employer to employees.*”

TC “*reserves the right to present demands that require the uniforms, clothing and protective gear provided by the Employer to employees be made in Canada.*”

TRADE CERTIFICATION FEES

SV changes:

66.01 The Employer shall reimburse an employee for the payment of **all** registration, licensing, ~~or~~ certification, **medical, examination or membership** 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.

66.02 Membership dues referred to in Article 11, Check-Off, of this Agreement are specifically excluded as reimbursable fees under this article. **The Union further reserves the right to table demands concerning this subject.**

MEMORANDUM OF AGREEMENT CONCERNING FISHERY OFFICERS IN THE GENERAL TECHNICAL GROUP, WORKING ON OFF-SHORE SURVEILLANCE IN THE DEPARTMENT OF FISHERIES AND OCEANS

TC “**seeking the application of 34.09 Travel Status Leave to employees governed by this Appendix.**”

MEMORANDUM OF AGREEMENT CONCERNING EMPLOYEES IN THE ENGINEERING AND SCIENTIFIC SUPPORT GROUP IN THE SEA LAMPREY CONTROL UNIT

TC changes:

It is agreed that representatives of local management and duly authorized local representatives of employees may jointly devise and decide on a mutually acceptable work schedule program, which shall include a specified number of consecutive calendar days of work in the field followed by a combination of days of rest and compensatory leave earned during the period of field duty. The schedule will not contain the hours of work on each day and the starting and quitting times shall be determined according to operational requirements on a daily basis except that the normal daily hours of work shall be consecutive, with the exception of a lunch break, and not in excess of seven decimal five (7.5) hours and, accordingly, clause ~~25.08~~ **25.10** shall not apply.

Those clauses are:

25.08 Rest Periods Two (2) rest periods of fifteen (15) minutes each shall be scheduled during each normal day for non-operating employees. The Employer will provide for operating employees, two (2) rest periods of fifteen (15) minutes each per full working day except on occasions when operational requirements do not permit.

25.10 Notice of Change of Schedule for Shift Workers If an employee is given less than seven (7) days' advance notice of a change in his or her shift schedule, the employee will receive a premium rate of time and one half (1 1/2) 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 his or her 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.

SPECIAL PROVISIONS FOR EMPLOYEES IN THE ENGINEERING AND SCIENTIFIC SUPPORT GROUP CONCERNING DIVING DUTY ALLOWANCE, VACATION LEAVE WITH PAY, NATIONAL CONSULTATION COMMITTEE AND TRANSFER AT SEA

TC changes:

Qualified personnel performing assigned diving duties shall be paid an extra allowance of ~~fifteen dollars (\$15)~~ **RESERVE** per hour. The minimum allowance shall be for two (2) hours per dive." And amend "When an employee is required to transfer to **or from an unsecured platform, rocky shore, dangerous surface**, a skip, submarine or barge (not berthed) from a helicopter, ship's boat, yardcraft or auxiliary vessel, the employee shall be paid a transfer allowance of ~~five dollars (\$5)~~ **RESERVE** except when transferring between vessels and/or work platforms which are in a secured state to each other for the purpose of

performing a specific task such as deperming. If the employee leaves the ship, submarine or barge by a similar transfer, the employee shall be paid an additional ~~five dollars (\$5)~~ **RESERVE” also “The Union reserves the right to table additional demands concerning the application of this Appendix.**

JOINT CONSULTATION

TB proposal for EB changes:

To facilitate discussions on matters of mutual interest outside the terms of this collective agreement, the Employer recognizes the following Education Group committees of the Alliance for the purpose of consulting with management:

(c) with regard to the Language Teaching subgroup, committees in each region and/or work unit determined by mutual agreement by the Canada School of Public Service Joint Departmental Committee. ~~The procedure regarding consultation with the Department of National Defence will be established by mutual agreement between the two (2) Parties.~~

Enhancing the Royal Canadian Mounted Police Accountability Act

TB proposal for PA, SV TC and EB comments:

In light of section 86 of the Enhancing the Royal Canadian Mounted Police Accountability Act - which would deem certain RCMP members to be persons appointed under the Public Service Employment Act, on a date to be determined - the Employer may wish to table proposals related to this deeming exercise.

Reserved Rights and Wishes to Discuss

Reserves the right to table a demand concerning:

- INDEMNIFICATION OF EMPLOYEES (FB and EB)
- PENOLOGICAL FACTOR ALLOWANCE (PA, SV, TC and EB)
- *related to the application of Article 34, Travel Time, for employees working and residing onsite at a fish hatchery* (TC)
- OCCUPATIONAL GROUP STRUCTURE (new) *“reserves the right to present demands concerning Classification Reform and Occupational Group Structure”* (SV and TC)
- INCOME AVERAGING (new) *“reserves the right to make proposals concerning income averaging pending discussion with the Employer.”* (SV and TC)
- SENIORITY/LENGTH OF SERVICE (new) *“reserves the right to table demands concerning this subject.”* (SV)
- RESTRICTION ON OUTSIDE EMPLOYMENT *“reserves the right to make proposals concerning this article pending discussion with the Employer with respect its application.”*(FB)

- APPENDIX F – G – G1 ARMING – CDT “The Union will be making proposals concerning this Article pending discussion with the Employer, and pending the Employer’s fulfilling of the Union’s information request.” (FB)
- APPENDIX - MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO CLASS SIZE AND CLASS SIZE RELATED ISSUES FOR INAC SCHOOLS “*reserves the right to make proposals concerning this MOU pending discussion with the Employer.*” (EB)
- SENIORITY RIGHTS “*reserves the right to table proposals concerning Seniority Rights pending discussion with the Employer.*” (EB)
- STAFFING (new) “*reserves the right to table proposals concerning staffing pending discussion with the Employer.*” (EB)
- SOCIAL DELEGATES NETWORK “*reserves the right to make proposals concerning Social Delegates Network pending discussion with the Employer.*”
- OFFENDER SUPERVISION ALLOWANCE (PA)
- TELEWORK (new) (PA)
- MOU – CAREER DEVELOPMENT FOR EMPLOYEES AT CORRECTIONAL SERVICES CANADA(new) (PA)
 - Dedicated professional development days.
- CUSTOMER SERVICE/CALL (new) (PA)

TB “wishes to discuss”:

- MEMORANDUM OF UNDERSTANDING SALARY PROTECTION - RED CIRCLING” (PA TC FB and SV)
- MEMORANDUM OF AGREEMENT RESPECTING SESSIONAL LEAVE FOR CERTAIN EMPLOYEES OF THE TRANSLATION BUREAU (PA and TC)
- MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA TRANSITIONAL MARKET ALLOWANCE FOR ED-EST 12 MONTHS TEACHERS (EB)
- MEMORANDUM OF AGREEMENT RESPECTING SESSIONAL LEAVE FOR CERTAIN EMPLOYEES OF THE TRANSLATION BUREAU (PA)
- LETTER OF INTENT BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA REGARDING EMPLOYEES IN THE PM GROUP PERFORMING FUNCTIONS ASSOCIATED WITH THE SERVICE DELIVERY SPECIALISTS AND MEDICAL ADJUDICATOR POSITIONS IN THE INCOME SECURITY PROGRAM (PA)
- LETTER OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO THE TRANSFORMATION OF PAY ADMINISTRATION INITIATIVE(PA)
- Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada in Respect of the Program and Administrative Services Group – Retention Allowance for the AS-02 Compensation Advisors (PA)
- Letter of Understanding Concerning the Various Impacts of the Use of Seniority in the Administration of the Shift Schedules for Employees of the Program and Administrative Services Group (PA)

TB proposal for EB deletes the following appendix:

- LETTER OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO A STUDY TO COMPARE THE COMPENSATION OF ED-EST WHO WORK FOR A PERIOD OF TWELVE (12) MONTHS
- MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO THE IMPLEMENTATION OF THE APPENDIX J PAY STUDY FOR 12 MONTHS ED-EST EMPLOYEES