



TREASURY BOARD NEGOTIATIONS 2014

**Bargaining Demands for the
Technical Services (TC Group)**

This document represents bargaining demands of the Public Service Alliance of Canada for this round of negotiations for the Technical Services (TC). These demands 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 demands at any time during Collective Bargaining, to introduce counter-demands to the Employer's proposals, and to introduce new demands that might emerge from discussions at the bargaining table or from new information obtained during negotiations.

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

Where the word RESERVE appears, it means that the Union reserves the right to make demands 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 demands after receiving this information.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

Amend to read:

“family” (*famille*) except where otherwise specified in this Agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother **(including step-brother)**, sister **(including step-sister)**, spouse (including common-law partner spouse resident with the employee), child (including child of common-law partner), stepchild or ward of the employee, grandchild, father-in-law, mother-in-law, **sister-in-law, brother-in-law, son-in-law, daughter-in-law**, ~~the employee’s~~ grandparents, **any person over whom the employee holds power of attorney**, and any relative permanently residing in the employee’s household or with whom the employee permanently resides.

ARTICLE 10 INFORMATION

Amend to read:

- 10.01** The Employer agrees to supply the Alliance **and Local 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 Employer agrees to add to the above list the date of appointment for new employees.**
- 10.02** The Employer agrees to supply each employee with a **bound hard-copy** of this Agreement and will endeavour to do so within one (1) month after receipt from the printer. **Distribution shall be made within one (1) month of receipt of the collective agreement from the printer. For new employees, the Employer shall provide a bound hard-copy collective agreement to each new employee on their date of hire.**

ARTICLE 12

USE OF EMPLOYER FACILITIES

NEW

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

NEW

12.06 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.

The Union reserves the right to present further demands regarding the use of Employer facilities.

ARTICLE 14

LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

Amend to read:

ARTICLE 14

LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

Contract Negotiation Meetings

14.09

- (a)** When operational requirements permit, the Employer will grant leave without pay to an employee for the purpose of attending contract negotiation meetings on behalf of the Alliance.
- (b)** 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.

NEW

- 14.15 (i)** Where operational requirements permit, 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)** Informal Conflict Management Systems (ICMS) processes,
 - (c)** Joint education programs.
- (ii)** Requests for such leave shall not be unreasonably denied.

NEW

- 14.16** Where leave with pay is granted to an employee under article 14.02, 14.09, 14.10, 14.12, 14.13, and 14.14 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 Alliance representatives to provide Alliance orientation to newly-hired Alliance-represented employees.

The Union reserves the right to table demands concerning the eligibility of Union Leave for the purpose of pension calculation.

The Union reserves the right to table demands concerning Union Leave for Election to Alliance Office.

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

ARTICLE 17 DISCIPLINE

NEW

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

~~17.01-~~

17.02

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 to~~ **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) day's notice of such a meeting.~~

~~17.03~~

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

~~17.04~~

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

~~17.05~~

17.06 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 **one** ~~(1) two (2)~~ years **has** ~~have~~ elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

NEW

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

NEW

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

NEW

17.09 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.

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

ARTICLE 18 GRIEVANCE PROCEDURE

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

ARTICLE 19

NO DISRIMINATION

Amend to read:

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

ARTICLE 20 SEXUAL HARASSMENT

The Union reserves the right to present further demands concerning this Article, including on the issue of workplace surveillance.

Change titles to: HARASSMENT AND ABUSE OF AUTHORITY

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

NEW

20.02 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 serious incident of such behaviour that has a lasting harmful effect on an employee may also constitute harassment.**
- 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.**

~~20.02~~

20.03

- (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If by reason of paragraph (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

~~20.03~~

20.04

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

~~20.04~~

20.05

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

ARTICLE 22 HEALTH AND SAFETY

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

ARTICLE 25 HOURS OF WORK

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.

Amend to read:

25.07 Variable Hours

- (a) 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.**
- (b) In every twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.
- (c) Employees covered by this clause shall be subject to the variable hours of work provisions established in clauses 25.11 to 25.14.

ARTICLE 27 SHIFT AND WEEKEND PREMIUMS

Amend to read:

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.

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.
- (b) Where Saturday and Sunday are not recognized as the weekend at a mission abroad, the Employer may substitute two (2) other contiguous days to conform to local practice.

NEW

- 27.03 Both the shift and weekend premiums shall be considered as part of the employee's pensionable wages.**

ARTICLE 28 OVERTIME

Amend to read:

28.01 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.)

- ~~(b) 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.~~

28.02

- (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) **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.~~

NEW

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.

~~28.03~~

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.

The Union reserves the right to present demands concerning minimum rest periods when overtime is performed at night.

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

ARTICLE 29 CALL-BACK PAY

Amend to read:

Alternate Provisions

Clauses 29.01 and 29.02 do not apply to employees covered by 29.03.

29.01 If an employee is called back to work:

- (a) on a designated paid holiday which is not the employee's scheduled day of work,

or
- (b) on the employee's day of rest,

or
- (c) after the employee has completed his or her work for the day and has left his or her place of work,

and returns to work, the employee shall be 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;~~

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

provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

- (d) The minimum payment referred to in subparagraph 29.01(c)(i) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 63.06 of this Collective Agreement.

NEW

29.03 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.

ARTICLE 30 STANDBY

Amend to read:

30.01 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.

NEW

30.02 In designating employees for standby, the Employer shall endeavour to provide for the equitable distribution of standby duties.

ARTICLE 31 REPORTING PAY

Amend to read:

31.04 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.**

ARTICLE 32 DESIGNATED PAID HOLIDAYS

Amend to read:

32.01 Subject to clause 32.02, the following days shall be designated paid holidays for employees:

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

ARTICLE 34 TRAVELLING TIME

Amend to read:

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)(b)~~ 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)(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 travelled **and/or worked**. to a maximum of twelve (12) hours pay at the straight time rate of pay.

NEW

- (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 (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.~~

The Union would like to discuss the tracking of travel time with the Employer.

The Union reserves the right to table further language on this Article.

ARTICLE 37 LEAVE GENERAL

The Union 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.

ARTICLE 38 VACATION LEAVE WITH PAY

Amend to read:

Accumulation of Vacation Leave Credits

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

Conversion Examples	
4 weeks	12.5 hours
5 weeks	15.625 hours
6 weeks	18.75 hours
7 weeks	21.875 hours
8 weeks	25 hours

- (a) **twelve decimal five (12.5)** ~~nine decimal three seven five (9.375)~~ hours until the month in which the anniversary of the employee's **seven (7)** ~~eighth (8th)~~ year of service occurs;
- ~~(b) twelve decimal five (12.5) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs;~~
- ~~(c) thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;~~
- ~~(d) fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;~~
- ~~(b) (e) fifteen decimal six two five (15.625) hours commencing with the month in which the employee's seventh (7th) eighteenth (18th) anniversary of service occurs;~~
- ~~(c) (g) eighteen decimal seven five (18.75) hours commencing with the month in which the employee's fourteenth (14th) twenty-eighth (28th) anniversary of service occurs.~~
- (d) **twenty-one decimal eight seven five (21.875) hours commencing with the month in which the employee's twenty-first (21st) anniversary of service occurs.**
- (e) **twenty-five (25) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.**

- (f) ~~sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;~~
- (g) ~~eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;~~
- (f) For the purpose of clause 38.02 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 64.04 to 64.07, or similar provisions in other collective agreements, do not reduce the calculation of service for persons who have not yet left the public service.~~
- (g) For the purpose of paragraph 38.02(h) only, ~~effective April 1, 2012 on a go forward basis,~~ any former service in the Canadian Forces for a continuous period of six (6) 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

38.07 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

ARTICLE 40

MEDICAL APPOINTMENTS FOR PREGNANT EMPLOYEES

Amend to read:

Change title to: "Routine Medical Appointments"

NEW

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.

ARTICLE 41 INJURY ON DUTY LEAVE

Amend to read:

41.01 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:

(a) personal injury accidentally received in the performance of his or her duties and not caused by the employee's willful misconduct,

or

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

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

ARTICLE 42

MATERNITY LEAVE WITHOUT PAY

The Union 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.

Amend to read:

42.02 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 Quebec Parental Insurance Plan in respect of insurable employment with the Employer,
 - and
 - ~~(iii) — has signed an agreement with the Employer stating that:~~
 - ~~(A) — she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;~~
 - ~~(B) — following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;~~
 - ~~(C) — should she fail to return to work for the Employer, Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, layoff, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for an amount determined as follows:~~

~~(allowance received)~~

~~X (remaining period to be worked following her return to work) —total period to be worked as specified in (B)—~~

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

- ~~(b) — For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).~~
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,

and
 - (ii) for each week the employee receives a maternity benefit under the Employment Insurance or the Quebec Parental Insurance plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 42.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Quebec Parental Insurance Plan maternity benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any

amount that she may be required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Quebec.

- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision that would increase the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

ARTICLE 43

MATERNITY-RELATED REASSIGNMENT OR LEAVE

Amend to read:

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

ARTICLE 44

PARENTAL LEAVE WITHOUT PAY

The Union 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.

Amend to read:

44.02 Parental Allowance

- (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:
- ~~(i) — has completed six (6) months of continuous employment before the commencement of parental leave without pay;~~
 - (ii) provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance or the Quebec Parental Insurance Plan in respect of insurable employment with the Employer,
 - and
 - ~~(iii) — has signed an agreement with the Employer stating that:~~
 - ~~(A) — the employee will return to work on the expiry date of his or her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;~~
 - ~~(B) — Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 42.02(a)(iii)(B), if applicable;~~
 - ~~(C) — should he or she fail to return to work for the Employer, Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, layoff, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will~~

~~be indebted to the Employer for an amount determined as follows:~~

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

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

- ~~(b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).~~
- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - (ii) for each week the employee receives parental, adoption or paternity benefit under the Employment Insurance or the Quebec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period.

- (iii) where an employee has received the full eighteen (18) weeks of maternity benefit ~~and the full thirty-two (32) weeks of parental benefit~~ under the Quebec 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.
- (d) At the employee's request, the payment referred to in subparagraph 44.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Quebec Parental Insurance Plan parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Quebec.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which he or she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision that would increase the parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

~~(k) The maximum combined, shared maternity and parental allowances payable under this Collective Agreement shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.~~

ARTICLE 45

LEAVE WITHOUT PAY FOR THE CARE OF FAMILY

Amend to read:

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

45.02 An employee shall be granted leave without pay for the care of family in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
- (b) leave granted under this 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;**
- (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.
- (e) **Compassionate Care Leave**
 - (i) Notwithstanding the definition of "family" found in clause 2.01 and notwithstanding paragraphs 45.02(b) and (d) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.
 - (ii) Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.
 - (iii) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.

- (iv) When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, subparagraphs (i) and (ii) above cease to apply.

NEW

- (v) **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.**

45.03 An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.

45.04 All leave granted under Leave Without Pay for the Long-Term Care of a Parent or under Leave Without Pay for the Care and Nurturing of Pre-School Age Children provisions of previous Technical Services Collective Agreements or other agreements will not count towards the calculation of the maximum amount of time allowed for care of family during an employee's total period of employment in the public service.

ARTICLE 46 VOLUNTEER LEAVE

Amend to read:

- 46.01** Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to 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.**
- 46.02** The leave shall 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.

ARTICLE 47

LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

Amend to read:

47.01 For the purpose of this Article, family is defined as **per Article 2.**

- ~~(a) spouse (or common law partner resident with the employee);~~
- ~~(b) children (including foster children, step-children, children of spouse or common law partner), or children for whom the employee is the legal guardian;~~
- ~~(c) parents (including step-parents or foster parents); or~~
- ~~(d) any relative permanently residing in the employee's household or with whom the employee permanently resides.~~

47.02

- (a) The total leave with pay which may be granted under this Article shall not exceed **fifty-two decimal five (52.5)** ~~thirty-seven decimal five (37.5)~~ hours in a fiscal year.

NEW

- (b) **Employees shall be able to carry-over up to thirty-seven decimal five (37.5) hours of family-related leave with pay for use in the following fiscal year.**

47.03 Subject to clause 47.02, the Employer shall grant leave with pay under the following circumstances:

- (a) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- (b) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
- (c) to provide for the immediate and temporary care of an elderly member of the employee's family;
- (d) for needs directly related to the birth or to the adoption of the employee's child;

~~(e) seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in clause 47.02 above may be used:~~

- (e) to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
- (f) to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
- (g) to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

NEW

- (h) **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.**

47.04 Where in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 47.03(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.

ARTICLE 49

PERSONAL LEAVE WITH PAY

Amend to read:

- 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.**
- 49.02** 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.

ARTICLE 51

BEREAVEMENT LEAVE WITH PAY

Amend to read:

- 51.01** When a member of the employee's family dies, an employee shall be entitled to a bereavement period of **ten (10)** ~~seven (7)~~ consecutive **working** ~~calendar~~ days. Such bereavement period, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- 51.02** An employee is entitled to **five (5)** ~~one (1)~~ day's bereavement leave with pay for the purpose related to the death of his or her ~~son-in-law, daughter-in-law, brother-in-law or sister-in-law,~~ **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.**
- 51.03** 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 clauses 51.01 and 51.02, 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.
- 51.04** 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 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 51.01 and 51.02.

ARTICLE 54

EDUCATION LEAVE WITHOUT PAY, CAREER DEVELOPMENT LEAVE WITH PAY AND EXAMINATION LEAVE WITH PAY

Amend to read:

Career Development Leave With Pay

54.05

- (a) 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 organization in achieving its goals. The following activities shall be deemed to be part of career development:
 - (i) a course given by the Employer;
 - (ii) a course offered by a recognized academic institution;
 - (iii) a seminar, convention or study session in a specialized field directly related to the employee's work.
- (b) 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.**
- (c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

The Union would like to discuss the provision of second language training for its members.

ARTICLE 57 STATEMENT OF DUTIES

Amend to read:

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.

ARTICLE 59

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

Amend to read:

59.01

- (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- (b) The Employer's representative(s) who assess(es) an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.
- (c) An employee has the right to make written comments to be attached to the performance review form.

59.02

- (a) Prior to an employee performance review the employee shall be given:
 - (i) the evaluation form which will be used for the review;
 - (ii) any written document which provides instructions to the person conducting the review;
- (b) if during the employee performance review, either the form or instructions are changed they shall be given to the employee.

NEW

59.03 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.

NEW

59.04 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 two (2) years have elapsed.

NEW

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

NEW

59.06 Employees shall have the right to grieve their performance review.

NEW

59.07 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.

NEW

59.08 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.

NEW

59.09 Where such training as referred to in 59.07 or 57.08 is not available or was not available, an employee will not be evaluated on those performance objectives that required training.

Employee Files

59.10 (i) Upon written request of an employee, the personnel file 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.

NEW

- (ii) 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.

NEW

- (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.

NEW

59.11 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.

ARTICLE 60
PENOLOGICAL FACTOR ALLOWANCE

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

ARTICLE 62 DANGEROUS GOODS

Amend to read:

62.01 An employee certified pursuant to the *Transportation of Dangerous Goods Act* and who is assigned the responsibility for packaging, ~~and~~ labelling, **handling 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~~ **or** label 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.

ARTICLE 64 SEVERANCE PAY

Amend to read:

64.05 Options

The amount to which an employee is entitled shall be paid, at the employee's discretion, either:

- (a) as a single payment at the rate of pay of the employee's substantive position as of October 18, 2013,

or
- (b) as a single payment at the time of the employee's termination of employment from the core public administration, based on the rate of pay of the employee's substantive position at the date of termination of employment from the core public administration,

or
- (c) as a combination of (a) and (b), pursuant to 64.06(c).

or

NEW

- (d) **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.**

ARTICLE 65 PAY ADMINISTRATION

Amend to read:

65.07 Acting Pay

- (a) When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least ~~three (3)~~ **one (1) consecutive** working 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.
- (b) When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.

NEW

- (c) **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.

APPENDIX A

RATES OF PAY AND PAY NOTES

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:

Real economic increase that reflect the continued strength of the Canadian economy;

Protection against inflation;

Parity with comparable jobs and employers;

Restructuring of pay grids and new increments;

Increase to and harmonization of terminable allowances into the wage grid;

Introduction of new allowances;

Retroactivity back to the first day of the contract.

APPENDIX B
MEMORANDUM OF UNDERSTANDING
CONCERNING EMPLOYEES IN THE GENERAL TECHNICAL GROUP,
EMPLOYED BY THE DEPARTMENT OF FISHERIES AND OCEANS
AT A FISH HATCHERY

The Union reserves the right to present demands related to the application of Article 34, Travel Time, for employees working and residing onsite at a fish hatchery.

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

The Union is seeking the application of 34.09 Travel Status Leave to employees governed by this Appendix.

APPENDIX H
MEMORANDUM OF UNDERSTANDING
WITH RESPECT TO A JOINT LEARNING PROGRAM

The Union reserves the right to present a demand concerning the Joint Learning Program pending discussion with the Employer.

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

Amend to read:

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.

**APPENDIX K
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**

Amend as follows:

K-1 Diving Duty Allowance

K-1.01 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.

K-1.02 A dive is the total of any period or periods of time during any eight (8) hour period in which an employee carries out required underwater work with the aid of a self contained air supply.

K-2 Vacation Leave With Pay

K-2.01 At least eight (8) days notice must be given for requests of vacation leave of four (4) days or less.

K-2.02 The Employer may for good and sufficient reason grant vacation leave on shorter notice than that provided for in clause K-2.01.

K-3 National Consultation Committee

K-3.01 To facilitate discussions on matters of mutual interest outside the terms of the Collective Agreement, the Employer will recognize a meteorological technicians committee of the Alliance for the purpose of consulting with management. Representation at such meetings will be limited to three (3) representatives from each party. It is agreed that the first of such meetings will be held within three (3) months of the date of the signing of this Agreement, and thereafter as determined by mutual agreement.

K-3.02 Meetings of this Committee will be held at Atmospheric Environment Services headquarters. Employee representation on this committee should include not less than one (1) member from a field establishment.

K-3.03 Consultation may take place for the purpose of providing information, discussing the application of policy or airing problems to promote

understanding, but it is expressly understood that no commitment may be made by either party on the subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this Agreement.

K-4 Transfer at Sea Allowance

K-4.01 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**.

The Union reserves the right to table additional demands concerning the application of this Appendix.

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

Amend to read:

This Memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in respect of the implementation period of the Collective Agreement.

The provisions of this Collective Agreement shall be implemented by the parties within a period of ~~one hundred and fifty (150)~~ **one hundred (100)** days from the date of signing.

APPENDIX T WORKFORCE ADJUSTMENT

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.

NEW ARTICLE ALLOWANCES

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:

Appendix K - Special Provisions, Engineering And Scientific Support Group (EG) Concerning Diving Duty Allowance, Vacation Leave with Pay, National Consultation Committee and Transfer at Sea

Appendix P – MOU, Technical Inspection (TI) Group

Appendix R – Special Conditions Applicable to Aircraft Maintenance Engineers

Appendix V – MOU, Engineering And Scientific Support (EG) Group

Appendix W – MOU, Engineering And Scientific Support (EG) and General Technical (GT) Groups Working Shore-Based Positions at Canadian Coast Guard (CCG)

New: Armed Boarding Allowance

New: Dirty Work Allowance

New: Firearm Allowance

New: Flight Pay Allowance for Marine Aerial Reconnaissance Teams

New: Hazard Pay Allowance

New: Height Pay Allowance

New: Long Service Pay

New: Parking Allowance

New: Passport Allowance

New: Remote Working Locations Allowance

New: Terminable Allowances for SAR Coordinators, Enforcement Officers, High Level Marine Certifications, Labour Affairs Officers, and Measurement Canada Technical Inspectors (TI).

NEW ARTICLE ALTERNATIVE WORK ARRANGEMENTS

NEW

XX.xx Where operationally feasible, the Employer shall grant employee requests to carry out regularly assigned work duties away from the Employer's premises.

NEW ARTICLE CHILD CARE

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 present a demand concerning the introduction of workplace daycare.

NEW ARTICLE INCOME AVERAGING

The Union reserves the right to present demands concerning income averaging pending discussion with the Employer.

NEW ARTICLE NO CONTRACTING OUT

NEW

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.

NEW

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

NEW ARTICLE
OCCUPATIONAL GROUP STRUCTURE REVIEW

The Union reserves the right to present demands concerning Classification Reform and Occupational Group Structure, as related to the Technical Services Group.

NEW ARTICLE PRE-RETIREMENT LEAVE

NEW

XX.xx 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*.

NEW ARTICLE

PRE-RETIREMENT TRANSITION LEAVE

NEW

XX.xx 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.

NEW ARTICLE SOCIAL JUSTICE FUND

NEW

XX.xx 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.

NEW ARTICLE STUDENT EMPLOYMENT

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.

The Union reserves the right to present further demands concerning student employment pending discussion with the Employer.

NEW ARTICLE SUPERANNUATION

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.

NEW ARTICLE UNIFORMS

The Union reserves the right to present demands that require the uniforms, clothing and protective gear provided by the Employer to employees be made in Canada.

NEW ARTICLE WHISTLEBLOWING

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.

The Union reserves the right to present further demands concerning whistleblowing pending discussion with the Employer.