



# **TREASURY BOARD NEGOTIATIONS 2007**

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**BORDER SERVICES GROUP  
(FB)**

**BARGAINING DEMANDS**

**APRIL 27, 2007**

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

The Public Service Alliance of Canada reserves the right to introduce, amend, withdraw its demands or to introduce counter proposals to the Employer's demands.

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

## ARTICLE 2 INTERPRETATION AND DEFINITIONS

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### NEW

**"Family" means father, mother, (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law partner resident with the employee), child (including child of common-law partner), stepchild or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, aunt, uncle, niece, nephew, cousin, and relative permanently residing in the employee's household or with whom the employee permanently resides.**

(Remove definitions of family contained in Bereavement Leave, Leave Without Pay for the Care of Immediate Family, and Family Related Leave articles. Amend all references in the collective agreement to immediate family to read family.)

**ARTICLE 14  
LEAVE WITH OR WITHOUT PAY  
FOR ALLIANCE PSAC BUSINESS**

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Replace current Article 14 with the following:

- 14.01** The Employer will grant leave with pay to an employee who is a party, witness, or representative, in any proceeding under the *Public Service Labour Relations Act* - including but not limited to a complaint, adjudication, application, mediation, a Public Interest Commission, or arbitration process under that *Act*.
- 14.02** The employer will grant leave with pay to an employee who is an advisor to a PSAC representative in any proceeding referred to in article 14.01.
- 14.03** During the grievance process, the employer will grant leave with pay to:
- (a)** Allow an employee and his/her representative to discuss a grievance or prepare for a grievance level hearing,
  - (b)** Allow an employee to attend at a meeting called by the employer,
  - (c)** Allow an employee to attend at a meeting with the employer that is requested by the employee,
  - (d)** Allow an employee to participate in an Informal Conflict Management System or Alternate Dispute Resolution process – whether or not a grievance has been filed,
  - (e)** Allow an employee's representative to attend a meeting referred to in article 14.03(b), (c) or (d),
  - (f)** Any other meeting between the PSAC and the Employer not otherwise specified in this article.
- 14.04** The employer will grant leave with pay to allow an employee to attend a union-management consultation process or to participate in a joint education or training program.
- 14.05** (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) contract negotiations meetings on behalf of the PSAC,**
- (c) preparatory contract negotiations meetings,**
- (d) meetings of the National Board of Directors of the PSAC, National Executives of the Components, Executive Board Meetings of the PSAC, and conventions of the PSAC, Components, Canadian Labour Congress and Territorial and Provincial Federations of Labour.**

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

**14.06 The Employer will grant leave with pay to an employee who is elected as a full-time official of the PSAC within one month after notice is given to the Employer of such election. The duration of such leave shall be for the period the employee holds such office.**

**14.07 Where leave with pay is granted to an employee under article 14.05 or 14.06, the PSAC will reimburse the employer for the salary costs of the employee during the period of approved leave with pay.**

**ARTICLE 17  
DISCIPLINE**

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**NEW**

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

## ARTICLE 19 NO DISCRIMINATION

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### Amend as follows:

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

## ARTICLE 22 HEALTH AND SAFETY

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**Amend as follows:**

**22.01** The Employer shall make reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Alliance, and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

**22.02** The Employer will ensure that no employee will have to work alone, on any shift, or at any work location.

## ARTICLE 25 HOURS OF WORK

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### Amend as follows:

**25.05** 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.~~

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

**b)** For work shifts of 8 hours to 10 hours, the Employer will provide three (3) rest periods of fifteen (15) minutes each, and in the case of shifts longer than ten (10) hours, will provide four (4) rest periods of fifteen (15) minutes each.

## ARTICLE 27 SHIFT AND WEEKEND PREMIUMS

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**Amend as follows:**

### **Excluded provisions**

*This Article does not apply to employees on day work, covered by clauses 25.06 to 25.12 inclusive.*

### **27.01 Shift Premium**

An employee working on shifts, will receive a shift premium of ~~two dollars (\$2.00)~~ **five dollars (\$5.00)** per hour for all hours worked, including overtime hours, between 4:00 p.m. and 8:00 a.m. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m.

### **27.02 Weekend Premium**

- (a) An employee working on shifts during a weekend will receive an additional premium of ~~two dollars (\$2.00)~~ **five dollars (\$5.00)** 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.

## ARTICLE 28 OVERTIME

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Amend as follows:

### 28.05 Assignment of Overtime Work

- (a) Subject to the 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.
- (b) Overtime work shall be offered on an equitable basis to bargaining unit members. Should no member of the bargaining unit accept the offered overtime, the Employer may offer the overtime to qualified students hired under federal student employment programs as per Appendix XY Student Employment Programs.**
- (c) Except in cases of emergency, call-back or mutual agreement with the employee, the Employer shall, wherever possible, give at least four (4) hours' notice of any requirement for overtime work.

### 28.06 Overtime Compensation on a workday

Subject to paragraph 28.04(a):

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

#### **Additional Provision (WP)**

*in the case of an emergency as determined by the Employer, when an employee ~~classified as WP~~ is required to work more than twenty-four (24) consecutive hours, the employee shall be compensated at the rate of double (2) time for all hours continuously worked in excess of twenty-four (24) hours;*

- (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~~ **three (3) hours' pay at the applicable overtime rate of pay**, or for actual overtime worked, whichever is the greater;

### **Alternate Provision**

~~employees of the Department of Citizenship and Immigration who are classified PM and who are required to clear commercial transport on a scheduled work day at a time which is not contiguous to the normal hours of work, shall be paid a minimum of two (2) hours' pay at straight time or actual overtime worked at the applicable overtime rate, whichever is greater;~~

- (c) an employee who is called back to work after the employee has completed his or her work for the day and has left his or her place of work, and returns to work shall be paid the greater of:
  - (i) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' 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 62.05 or 62.06;

### **28.07 Overtime Compensation on a day of rest**

Subject to paragraph 28.04(a):

- (a) an employee who is required to work on a first (1<sup>st</sup>) day of rest is entitled to compensation at ~~time and one-half (1 1/2) for the first (1<sup>st</sup>) 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 (2<sup>nd</sup>) 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 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;

### **28.08 Compensation in cash or leave with pay**

- (a) Overtime shall be compensated in cash except where, 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 earned in a fiscal year, and outstanding as of September 30<sup>th</sup> of the next following fiscal year will be paid at the employee's rate of pay on September 30<sup>th</sup>.**
- (e) **In addition to the payout described in 28.08 (d), an employee may request a payout of accumulated compensatory leave, in whole or in part, at the rate of pay in effect at the time of the request. Such request shall not be unreasonably denied.**
- (f) **Where, in respect of any period of compensatory leave, an employee is granted**
  - (i) **Bereavement leave with pay**
  - or

**(ii) Leave with pay because of illness in the immediate family on production of a medical certificate**

**or**

**(iii) 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.**

**ARTICLE 33**  
**LEAVE GENERAL**

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The union reserves the right to introduce contract language with respect to the "day is a day" issue after discussion with the Employer.

## ARTICLE 34 VACATION LEAVE WITH PAY

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Amend as follows:

### 34. 02 Accumulation of Vacation Leave Credits

4 weeks to start plus an additional ½ of a working day per year that the employee has worked in the federal public service:

Years of Service	Proposed Entitlement
<1	4 weeks
1	4 weeks plus a half a day
2	4 weeks plus a day
3	4 weeks plus 1 day and a half
4	4 weeks plus 2 days
5	4 weeks plus 2½ days
6	4 weeks plus 3 days
7	4 weeks plus 3½ days
8	4 weeks plus 4 days
9	4 weeks plus 4½ days
10	5 weeks
11	5 weeks plus a half a day
12	5 weeks plus a day
13	5 weeks plus 1 day and a half
14	5 weeks plus 2 days
15	5 weeks plus 2½ days
16	5 weeks plus 3 days
17	5 weeks plus 3½ days
18	5 weeks plus 4 days
19	5 weeks plus 4 ½ days
20	6 weeks
21	6 weeks plus a half a day
22	6 weeks plus a day
23	6 weeks plus 1 day and a half
24	6 weeks plus 2 days
25	6 weeks plus 2 ½ days
26	6 weeks plus 3 days
27	6 weeks plus 3½ days
28	6 weeks plus 4 days
29	6 weeks plus 4 ½ days
30	7 weeks

**34.03**

- (a) 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.
  
- (b) Notwithstanding (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 purpose 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.

<b>Bargaining Units</b>	<b>Dates of Signing</b>
AS, IS, PM	May 17, 1989
CM, CR, DA, OE, ST	May 19, 1989
WP	November 24, 1989

- (c) **Service referred to in (a) above shall be deemed to include all breaks in employment between periods of student or term employment within the Public Service that are not separated by a period of more than one calendar year without employment.**

## ARTICLE 35 SICK LEAVE WITH PAY

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**Amend as follows:**

### **Credits**

#### **35.01**

- (a) An employee shall earn sick leave credits at the rate of **eleven decimal two five (11.25)** hours ~~nine decimal three seven five (9.375) hours~~ for each calendar month for which the employee receives pay for at least seventy five (75) hours.
- (b) A shift worker shall earn additional sick leave credits at the rate of **three decimal one two five (3.125)** ~~one decimal two five (1.25)~~ hours for each calendar month during which he or she works shifts and he or she receives pay for at least seventy-five (75) hours. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used **one hundred and thirty five (135)** ~~one hundred and twelve decimal five (112.5)~~ hours sick leave credits during the current fiscal year.
- (c) **Term employees who are rehired after a break in service of less than one year shall have all unused sick leave credits restored.**

### **Granting of Sick Leave**

**35.02** An employee shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury provided that:

- (a) he or she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer, and
- (b) he or she has the necessary sick leave credits.

**35.03** Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 35.02(a).

**35.04** When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 35.02, sick leave with pay ~~may, at the discretion of the Employer,~~ **will** be granted to an employee for a period of up to one hundred and eighty-seven decimal five (187.5) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

**ARTICLE 38**  
**MATERNITY LEAVE WITHOUT PAY**

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**Amend as follows:**

**Maternity Allowance**

**38.02 (a) (iii)**

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

$$\begin{array}{r} \text{(allowance received)} \quad \times \quad \text{(remaining period to be worked} \\ \text{following her return to work)} \\ \hline \text{[total period to be worked as specified in (B)]} \end{array}$$

however, an employee whose specified period of employment expired and who is rehired in any portion of the Public Service of Canada as specified in ~~Part I of Schedule I of the *Public Service Staff Relations Act*~~ within a period of ninety (90) days or less, **or an employee taking a position with an organization listed in Schedules I to V of the *Financial Administration Act*** is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

**ARTICLE 39**  
**MATERNITY-RELATED REASSIGNMENT OR LEAVE**

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**Amend as follows:**

**39.01** An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of ~~the twenty-fourth (24<sup>th</sup>) week following the birth~~ **the nursing period**, 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 work place committee or the health and safety representative.

**39.05** Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence ~~without~~ **with** 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 43  
LEAVE WITH PAY FOR FAMILY-RELATED  
RESPONSIBILITIES**

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**Amend as follows:**

**43.01 Move definition of family to Article 2 Interpretation and Definitions.**

**43.02** The total leave with pay which may be granted under this Article shall not exceed **seventy five (75)** ~~thirty-seven decimal five (37.5)~~ hours in a fiscal year.

## ARTICLE 46 BEREAVEMENT LEAVE WITH PAY

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Amend as follows:

**46.01 Move definition of family to Article 2 Interpretation and Definitions.**

**Re-number**

- 46.01** When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of five (5) ~~consecutive calendar~~ **working** days. ~~which must include the day of the funeral.~~ During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to **five (5)** ~~three (3)~~ days' leave with pay for the purpose of travel related to the death.
- 46.02** An employee is entitled to **three (3)** ~~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, sister-in-law, **co-worker or close friend**.
- 46.03** If, during a period of 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 **46.01 and 46.02**, 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.
- 46.04** 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 **46.01 and 46.02**.

## NEW ARTICLE COMPASSIONATE CARE LEAVE

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**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*.**

**XX.03 Subject to clause XX.02, an employee shall be granted leave without pay for the compassionate care of family in accordance with the following conditions:**

- (a) an employee shall notify the Employer in writing the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;**
- (b) an employee shall provide the Employer a copy of a medical certificate as proof that the ill family member needs care or support and is at significant risk of death within 26 weeks. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.**

**XX.04 Leave granted under this article shall be for a minimum period of one (1) week.**

**XX.05 If, during a period of sick leave, vacation leave or compensatory leave, an employee is advised of circumstances under which he or she would have been eligible for compassionate care leave without pay under clauses XX.02 and XX.03, the employee shall be granted compassionate care leave without pay and his or her paid leave credits shall be restored to the extent of any concurrent compassionate care leave without pay granted.**

## XX.06 Compassionate Care Allowance

- (a) An employee who has been on Compassionate Care Leave without pay, shall be paid a compassionate care 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 leave without pay,
  - (ii) provides the Employer with proof that he or she has applied for and is in receipt of compassionate care benefits of the *Employment Insurance Act* 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/her compassionate care 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 compassionate care allowance;
    - (C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), he or she will be indebted to the Employer for an amount determined as follows:  
$$\text{(allowance received)} \times \text{(remaining period to be worked following his/her return to work)}$$

[total period to be worked as specified in (B)]
    - (D) the repayment provided for in (C) will not apply in situations of :
      - (i) death,
      - (ii) lay off,
      - (iii) 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),

- (iv) the end of a specified period of employment, if the employee is rehired by the Employer within ninety (90) days following the end of the specified period of employment, and who fulfills the obligations specified in section (B), or
  - (v) having become disabled as defined in the *Public Service Superannuation Act*, or
  - (vi) when the employee takes a position with an organization listed in Schedules I to V of the *Financial Administration Act* that fulfills 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) Compassionate Care 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 Compassionate Care benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
  - (ii) for each week in respect of which the employee receives Compassionate Care benefits, the difference between the gross weekly amount of the Employment Insurance Compassionate Care benefits he or she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or 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 XX.06(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI compassionate benefits.
- (e) The Compassionate Care 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*.

- (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 compassionate care 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 compassionate care 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 she or he is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of Compassionate Care leave without pay an employee was 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 while in receipt of Compassionate Care allowance, the allowance shall be adjusted accordingly.
- (j) Compassionate Care allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay

#### **XX.07 Transitional Provisions**

If, on the date of signature of this Agreement, any employee is currently on Compassionate Care leave without pay or has requested a period of such leave without pay but has not commenced the leave, he or she shall upon request be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.

**NEW ARTICLE  
NO CONTRACTING OUT**

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**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.**

**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 STUDENT EMPLOYMENT**

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- 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 as per Appendix XY Student Employment Programs. Those not hired under legitimate student programs shall be bargaining unit members.**
- 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 be used to either displace bargaining unit employees or to avoid filling bargaining unit positions.**
- XX.05 Overtime work shall be offered on an equitable basis to bargaining unit members. Should no member of the bargaining unit accept the offered overtime, the Employer may offer the overtime to qualified students hired under federal student employment programs as per Appendix XY Student Employment Programs.**
- XX.06 Students shall not perform job functions and responsibilities of bargaining unit employees while earning a lower rate of pay than they would be entitled to as an employee, unless mutual agreement is reached between the Union and the Employer. The parties shall meet within ninety (90) days of ratification to discuss the terms and conditions under which those students currently assigned bargaining unit work might continue to carry out their assigned duties.**

## **NEW ARTICLE PRE-RETIREMENT TRANSITION LEAVE**

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**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**

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**The Employer shall contribute one cent (1¢) 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, commencing on the date that the PSAC Social Justice Fund receives charitable status from the Canada Revenue Agency. 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 SENIORITY RIGHTS**

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The Union will table language with the Employer that introduces seniority rights in the collective agreement, including but not limited to the following areas:

- scheduling of vacation leave; and
- shift scheduling.

**NEW ARTICLE**  
**ALTERNATIVE WORK ARRANGEMENTS**

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**XX.01 Where operationally feasible, the Employer shall grant employee requests to carry out regularly assigned work duties away from the Employer's premises.**

**NEW  
EARLY RETIREMENT FOR  
ENFORCEMENT AND EMERGENCY WORKERS**

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Amend the pension plan to allow for enforcement and emergency service workers to retire with 25 years of service without penalty.

## **APPENDIX A RATES OF PAY AND PAY NOTES**

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The economic package to be proposed by the Union will be made up of several interconnected elements. In brief, these elements will include, but will not be restricted to:

- Real economic increases that reflect the continued strength of the Canadian economy;
- Protection against inflation;
- Catching up with comparable jobs and employers;
- Restructuring of pay grids;
- Changes in increments;
- Retroactivity back to the first day of the contract.

## **APPENDIX A-2 PAY NOTES**

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### **NEW**

#### **XX. Entitlement for an increment after 52 weeks of cumulative service**

- (a) An employee appointed to a term position shall receive an increment after having reached fifty-two (52) weeks of cumulative service, at the same occupational group and level.**
  
- (b) For the purpose of defining when a determinate employee will be entitled to go to the next salary increment, “cumulative” means all service, whether continuous or discontinuous, at the same occupational group and level. When a term employee is acting in a higher level position, the time spent in the acting position will count towards cumulative service at the term employee’s substantive group and level position.**

**Add to pay notes for each classification.**

## **ALLOWANCES**

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The PSAC 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:

- A new fitness allowance;
- A new language allowance;
- A new clothing allowance;
- Increase to existing allowances by the annual economic increase.

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

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**Amend as follows:**

This memorandum is to give effect to the agreement reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Program and Administration Services, Operational Services, Technical Services, and Education and Library Science, **and Border Services** bargaining units.

The Employer agrees to provide ~~eight million seven hundred and fifty thousand dollars (\$8,750,000)~~ **three million dollars (\$3,000,000) per year** over the life of ~~this~~ **the Program and Administration Services (PA)** collective agreement to fund a joint learning program. **In addition**, the Employer agrees to provide a further \$292,000 per month to the PSAC-**PSHRMAC** ~~TBS~~ JLP from the date of expiry of ~~this~~ **the PA** collective agreement until the next collective agreement is signed to ensure continuity of this initiative.

The PSAC-**PSHRMAC** ~~TBS~~ JLP will provide joint training on union-management issues, **for which the Employer does not have the sole legal obligation to provide training. The parties agree that the PSAC-PSHRMAC JLP will be administered by a joint governance committee made up of an equal number of representatives of the PSAC and the Employer.**

~~The parties agree to establish a joint governance committee made up of an equal number of PSAC and Employer representatives to administer the PSAC TBS JLP. The joint governance committee shall meet within sixty (60) days of the signing of these agreements to confirm their terms of reference.~~

## **APPENDIX E WORKFORCE ADJUSTMENT**

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The union reserves the right to introduce contract language including but not limited to the following areas after discussion with the Employer:

1. Revision of the language in the WFA Appendices to ensure that all transfers between employers within the federal public service are treated as workforce adjustment situations, thereby triggering the consultation, information and salary protection provisions of the WFAA.
2. Proposals to strengthen the application of the WFAA with respect to affected employees and the requirements to consult with the union on workplace changes.
3. Proposals to ensure that all transfers to other employers, such as Provincial Governments, will result in the transferred members continuing to receive equivalent levels of wages and benefits.
4. Review the WFAA with respect to the elimination of the Joint Career Transition Committees (JCTC) and changes to the role of the Public Service Commission.

## **TERMS AND CONDITIONS OF EMPLOYMENT FOR OFFICERS IN THE BORDER SERVICES BARGAINING UNIT**

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The Union reserves the right to introduce contract language or amend its proposals over the course of negotiations pending discussion with the Employer about the terms and conditions of employment of Officers in the Border Services bargaining unit.

## **ADMINISTRATIVE PSMA CHANGES**

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Incorporate changes due to new legislation, particularly grievance language.

## **ADMINISTRATIVE QPIP LANGUAGE**

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Incorporate new language signed in MOU into Maternity and Parental Leave.

## **ADMINISTRATIVE PAY ADMINISTRATION**

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- Incorporate MOU on Salary Protection into Article.
- The Union reserves the right to introduce contract language regarding Disability Insurance (DI) and Long-term Disability (LTD) Insurance.

## **ADMINISTRATIVE NEW FB AGREEMENT**

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Remove references from previous PA agreement that aren't needed in FB and other changes as necessary.