



TREASURY BOARD NEGOTIATIONS 2007

PROGRAM AND ADMINISTRATIVE SERVICES (PA)

BARGAINING DEMANDS

APRIL 27, 2007

This document represents bargaining proposals of the Public Service Alliance of Canada for this round of negotiations for the Program and Administrative Services group. 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

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**

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 without 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, the PSAC will reimburse the employer for the salary costs of the employee during the period of approved leave with pay.

ARTICLE 18 GRIEVANCE PROCEDURE

Amend as follows:

18.03 Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the following levels:

- (a) level 1 – first (1st) level of management;
- (b) levels 2 and 3 – intermediate level(s) where such level or levels are established in departments or agencies;
- (c) final level – Deputy Head or Deputy Head's authorized representative.

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

Whenever there are four (4) levels in the grievance procedure, the grievor may elect to waive either Level 2 or 3.

ARTICLE 19 NO DISCRIMINATION

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 25 HOURS OF WORK

Amend as follows:

25.10 Summer and winter hours

The weekly and daily hours of work may be varied by the Employer, ~~following consultation with~~ **the written consent of** the Alliance to allow for summer and winter hours, provided the annual total of hours is not changed.

25.11

- (a) Where hours of work, other than those provided in clause 25.06, are in existence when this Agreement is signed, the Employer, on request, will consult with the Alliance on such hours of work and ~~in such consultation will~~ **with the written approval of the Alliance may** establish that such hours are required to meet the needs of the public and/or the efficient operation of the service.
- (b) Where hours of work are to be changed so that they are different from those specified in clause 25.06, the Employer, except in cases of emergency, will consult in advance with the Alliance on such hours of work and, ~~in such consultation, will~~ **with the written approval of the Alliance may** establish that such hours are required to meet the needs of the public and/or the efficient operation of the service. In no case shall the hours under clause 25.06 extend before 6:00 a.m. or beyond 9:00 p.m. or alter the Monday to Friday work week or the seven decimal five (7.5) consecutive hours work day.
- (c) Within five (5) days of notification of consultation served by either party, the parties shall notify one another in writing of the representative authorized to act on their behalf for consultation **and approval** purposes. Consultation will be held at the local level for fact finding and implementation purposes.
- (d) It is understood by the parties that this clause will not be applicable in respect of employees whose work week is less than thirty-seven decimal five (37.5) hours per week.

ARTICLE 27 SHIFT AND WEEKEND PREMIUMS

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

Amend as follows:

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 (1st) day of rest is entitled to compensation at time and one-half (1 1/2) for the first (1st) seven decimal five (7.5) hours and double (2) time thereafter;~~
- ~~(b) — an employee who is required to work on a second (2nd) or subsequent day of rest is entitled to compensation at double (2) time (second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest);~~
- ~~(c)~~ **(a)** when an employee is required to report for work and reports on a day of rest, the employee shall be paid **at the rate of two times (2x) their regular rate of pay for all hours worked**, the greater of:
 - (i) compensation equivalent to three (3) hours' pay at the applicable overtime rate for each reporting **period**. ~~to a maximum of eight (8) hours' compensation in an eight (8) hour period;~~
 - or
 - (ii) compensation at the applicable overtime rate;
- ~~(d) — the minimum payment referred to in subparagraph (c)(i), does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 62.05;~~

28.09 Meals

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed for one (1) meal. **The amount will be in accordance with the Travel Directive of the National Joint Council of the Public Service** ~~the amount of ten dollars (\$10.00)~~, except where free meals are provided. **Where free meals are provided, the employer will ensure that an employee's dietary needs are reasonably accommodated.**

- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided for in (a), the employee shall be reimbursed for one (1) additional meal. **The amount will be in accordance with the Travel Directive of the National Joint Council of the Public Service** ~~the amount of ten dollars (\$10.00)~~, except where free meals are provided. **Where free meals are provided, the employer will ensure that an employee's dietary needs are reasonably accommodated.**
- (c) Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.
- (d) Meal allowances under this clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

ARTICLE 29 STANDBY

Amend as follows:

29.01 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** hour for each four (4)-hour period or part thereof for which the employee has been designated as being on standby duty.

ARTICLE 32 TRAVELLING TIME

Amend as follows:

Alternate Provisions

32.01 This Article does not apply to an employee when the employee travels by any type of transport in which he or she is required to perform work, and/or which also serves as his or her living quarters during a tour of duty. In such circumstances, the employee shall receive the greater of:

- (a) on a normal working day, his or her regular pay for the day,
or
- (b) pay for actual hours worked in accordance with Article 30, Designated Paid Holidays, and Article 28, Overtime, of this Agreement.

Excluded Provisions

32.02 Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars, unless the employee is required to attend by the Employer.

32.03 For the purposes of this Agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article.

32.04 When an employee is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 32.05 and 32.06. Travelling time shall include time necessarily spent at each stop-over enroute ~~provided such stop-over is not longer than three (3) hours.~~

32.05 For the purposes of clauses 32.04 and 32.06, the travelling time for which an employee shall be compensated is as follows:

- (a) for travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer;
- (b) for travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of

residence or work place, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or work place;

- (c) in the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

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

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

ARTICLE 34 VACATION LEAVE WITH PAY

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.

Bargaining Units	Dates of Signing
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

Amend as follows:

Credits

35.01 (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 39

MATERNITY-RELATED REASSIGNMENT OR LEAVE

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 (24th) 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 40
PARENTAL LEAVE WITHOUT PAY

Amend as follows:

Parental Allowance

40.02 a) (iii)

- (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), 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*, he or she will be indebted to the Employer for an amount determined as follows:

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

however, an employee whose specified period of employment expired and who is rehired in any portion of the ~~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 his or her new period of employment is sufficient to meet the obligations specified in section (B).

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

Amend as follows:

41.02 Move definition of family into Article 2 Interpretation and Definitions.

**ARTICLE 43
LEAVE WITH PAY FOR
FAMILY-RELATED RESPONSIBILITIES**

Amend as follows:

43.01 Move definition of family into Article 2 Interpretation and Definitions.

ARTICLE 46 BEREAVEMENT LEAVE WITH PAY

Amend as follows:

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

Renumber

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**.

ARTICLE 63 SEVERANCE PAY

Amend as follows:

63.01 Under the following circumstances and subject to clause 63.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which he or she is entitled for the classification prescribed in his or her certificate of appointment on the date of his or her termination of employment.

(a) **Lay-off**

- (i) On the first (1st) lay-off two (2) weeks' pay for the first (1st) complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
- (ii) On second (2nd) or subsequent lay-off one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under sub-paragraph (a)(i).

(b) **Resignation**

On resignation, subject to paragraph 63.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment ~~up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.~~

(c) **Rejection on Probation**

On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay.

(d) **Retirement**

- (i) On retirement, when an employee is entitled to an immediate annuity under the *Public Service Superannuation Act* or when the employee is entitled to an immediate annual allowance, under the *Public Service Superannuation Act*,

or

- (ii) a part-time employee, who regularly works more than thirteen and one-half (13 1/2) but less than thirty (30) hours a week, and who, if he or she were a contributor under the *Public Service Superannuation Act*, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if he or she were a contributor under the *Public Service Superannuation Act*,

a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), ~~to a maximum of thirty (30) weeks' pay.~~

(e) **Death**

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), ~~to a maximum of thirty (30) weeks' pay~~, regardless of any other benefit payable.

(f) **Termination for Cause for Reasons of Incapacity or Incompetence**

- (i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to Section 11(2)(g) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment ~~with a maximum benefit of twenty-eight (28) weeks.~~
- (ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence pursuant to Section 11(2)(g) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment ~~with a maximum benefit of twenty-eight (28) weeks.~~

ARTICLE 64
PAY ADMINISTRATION

Amend as follows:

64.07

- (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 **one (1) full working day or one full shift** ~~three (3) 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 ARTICLE SOCIAL JUSTICE FUND

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 ARTICLE CHILD/FAMILY CARE FUND

Article XX – Child/Family Care Fund

- 1. The Employer and the Union recognize the need for good quality affordable family care services for all employees. Consequently, the Employer agrees to contribute to a family care fund and the Union agrees to administer this fund in accordance with the following provisions.**

- 2. The Fund is used exclusively for the following purposes:**
 - (a) establish and support information programs dealing with family care;**
 - (b) conduct analyses and research to assess family care needs and the methods used to meet these needs;**
 - (c) establish or assist in establishing child and/or family care facilities and oversee their operation;**
 - (d) pay subsidies and/or reimbursement for family care services;**
 - (e) reach agreements with child and/or family care facilities or other institutions to provide or facilitate child and/or family care;**
 - (f) hire staff or reimburse the salary of bargaining unit employees on Union leave for the above-mentioned purposes.**

- 3. In principle, only those employees in the bargaining unit and their family members may benefit from admission in a child and/or family care facility and be eligible for a subsidy.**

However, insofar as other places remain available, they are offered by preference to other employees of the Employer and their children/family members. However, the fund shall not assume the costs of these services.

- 4. The trust fund that is already established to receive the monies from the Employer shall be maintained. Withdrawals or cheques drawn on this account shall require the signature of two (2) persons specifically designated for this purpose by the Union. This requirement shall be reproduced in the banking arrangement documents between the financial institution and the Union.**

5. **The Employer shall deposit in the trust fund the amount of eight hundred and seventy thousand (\$870,000) within fifteen (15) days after each quarter-end.**
6. **All interest income shall accrue to the fund.**
7. **The Union shall maintain financial records of monies received by and monies disbursed from the fund. The Union shall ensure that arrangements are made to have all financial records and transactions audited by a firm of chartered accountants. The Employer shall be authorized to question the specifics of an expenditure and the Union shall ensure that all disbursements from the fund conform to the purpose described in paragraph 2 above, failing which all obligations under this appendix shall terminate.**
8. **Within thirty (30) days of the end of the fund accounting year, the Union shall provide the Employer with a financial statement certifying that all expenditures made from the fund were in accordance with the purpose of the fund and used exclusively for such purpose.**

NEW ARTICLE PRE-RETIREMENT TRANSITION LEAVE

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 COMPASSIONATE CARE LEAVE

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

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

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**

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
PUBLIC TRANSIT PASS**

XX.01 Upon presentation of a receipt, the employer will reimburse employees for the full cost of a monthly or annual public transit pass. Where public transit does not exist, the employer will pay the equivalent of the full cost of a transit pass to employees who demonstrate that they participate in shared carpooling to travel to and from the workplace.

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

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

NEW LANGUAGE TRAINING

During the course of negotiations, the union wishes to discuss the implementation of a language training program in the workplace and reserves the right to table contract language on this issue following such discussions.

APPENDIX A RATES OF PAY

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 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 PAY NOTES

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

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 including but not limited to:

- Article 58: Penological Factor Allowance
- Article 59: Offender Supervision Allowance
- Article 61: Dangerous Goods
- New: Inmate Training Differential
- New: Primary Responsibility Allowance for Parole Officers

NEW CLASSIFICATION

During the course of negotiations, the union wishes to discuss the status of classification review, action to date on this issue, and the employer's timelines for implementing changes to the classification system.

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

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

WORK FORCE ADJUSTMENT

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.

ADMINISTRATIVE PSMA CHANGES

Incorporate changes due to new legislation, particularly grievance language.

**ADMINISTRATIVE
QPIP LANGUAGE**

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

ADMINISTRATIVE PAY ADMINISTRATION

- 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.