



**TREASURY BOARD  
NEGOTIATIONS 2007**

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**PARKS CANADA  
BARGAINING DEMANDS**

**MAY 3<sup>RD</sup>, 2007**

This document represents bargaining proposals of the Public Service Alliance of Canada for this round of negotiations for Parks Canada. 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, and withdraw its demands or to introduce counter proposals to the Agency's demands.

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

**ARTICLE 13  
LEAVE WITH OR WITHOUT PAY  
FOR ALLIANCE PSAC BUSINESS**

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Replace Article 13 with the following:

- 13.01** 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.
- 13.02** 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.
- 13.03** 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.
- 13.04** 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.
- 13.05 (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.**

**13.06 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.**

**13.07 Where leave with pay is granted to an employee under article 13.05, the PSAC will reimburse the employer for the salary costs of the employee during the period of approved leave with pay.**

**ARTICLE 19**  
**HEALTH AND SAFETY**

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**NEW**

**19.01 (c)    The Agency shall pay the entire cost (100%) of Parks Canada employees' safety boots and replace them as required.**

**ARTICLE 23**

## SHIFT PREMIUMS

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**Amend as follows:**

### **Excluded Provisions**

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

### **23.01 Shift Premium**

An employee working on shifts will receive a shift premium of ~~one dollar and fifty cents (\$1.50)~~ **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.

### **23.02 Weekend Premium**

An employee working on shifts during a weekend will receive an additional premium of ~~one dollar and fifty cents (\$1.50)~~ **five dollars (\$5.00)** per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.

## ARTICLE 24 OVERTIME

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### Amend as follows:

**24.03** Overtime shall be compensated in cash except where, upon request of an employee and ~~with the approval of the Agency,~~ overtime ~~may~~ **shall** be compensated in equivalent leave with pay under article 34.

### **24.07 Meal Allowance**

- (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 Agency 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 for each additional four (4) hour period thereafter. **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 Agency will ensure that an employee's dietary needs are reasonably accommodated.**
- (c) Reasonable time with pay, to be determined by the Agency, 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 32 VACATION LEAVE WITH PAY

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**Amend 32.02 as follows:**

Members will receive four (4) weeks of vacation leave to start plus an additional half ( $\frac{1}{2}$ ) of a working day per year that the employee has worked in the federal public service until 25 years. Members with 25 years to 30 years of service will earn one (1) day of vacation leave per year.

<b>Years of Service</b>	<b>Proposed Entitlement</b>
<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 3 days
26	6 weeks plus 4 days
27	7 weeks
28	7 weeks plus 2 days
29	7 weeks plus 4 days
30	8 weeks

**ARTICLE 33  
SICK LEAVE WITH PAY**

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**NEW**

**33.01 (c) Term employees who are rehired after a break in service of less than one (1) year shall have all unused sick leave credits restored.**

**ARTICLE 36  
INJURY-ON-DUTY LEAVE**

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Replace Article 36 by the following:

**36 .01 When an employee is unable to work because of:**

- (a) a personal injury received in the performance of his or her duties,**  
  
**or**
- (b) an industrial illness or a disease arising out of and in the course of the employee's employment,**

**for which the employee has made a claim to the applicable workers' compensation authority in accordance with the *Government Employees Compensation Act*, he or she shall be granted injury-on-duty leave with pay for the period of time that the workers' compensation authority has recognized that the employee was unable to work because of an injury, illness or disease as described in (a) or (b).**

**36.02 Should the employee receive compensation for loss of pay from the relevant workers' compensation authority in relation to his or her claim, the employee will remit the full amount to the Receiver General of Canada.**

**ARTICLE 37**  
**MATERNITY AND PARENTAL LEAVE WITHOUT PAY**

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**Amend as follows:**

**37.02**

- (b) Should an employee fail to return to work or fail to work the period specified in subsection (a) (iii), the employee shall repay to the Agency on a pro-rata basis as follows:

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

- (c) The repayment provided for in (b) 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 (a)(iii);
  - (iv) the end of a specified period of employment if the employee is rehired by the Agency within ninety (90) days following the end of the specified period of employment, and who fulfills the obligations specified in section (a)(iii)
  - (v) having become disabled as defined in the *Public Service Superannuation Act*; or
  - (vi) ~~the employee taking a position with an organization listed in Schedule I of the *Public Service Staff Relations Act* or an employee taking a position with an organization listed in Schedules I to V of the *Financial Administration Act*,~~ that fulfills the obligations specified in section (a)(iii).

**ARTICLE 38**  
**MATERNITY-RELATED REASSIGNMENT OR LEAVE**

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**Amend as follows:**

**38.01** 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 Agency 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.

**38.05** Where the Agency 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 Agency 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**  
**LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES**

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**Amend as follows:**

**40.01** For the purpose of this clause, family is defined as spouse (or common-law partner resident with the employee), children (including foster children and children of spouse or common-law partner), parents (including step-parents or foster parents), **parents of spouse, brother, sister, niece, nephew, uncle, aunt, grandchild, grandparent and** any relative permanently **or temporarily residing** in the employee's household or with whom the employee permanently **or temporarily** resides.

**40.02** The total leave with pay which may be granted under this Article shall not exceed **seventy five (75)** ~~thirty-seven decimal five (37.5)~~ or **eighty (80)** ~~forty (40)~~ hours (according to the employee's Hours of Work Code) in a fiscal year.

**ARTICLE 44**  
**BEREAVEMENT LEAVE WITH PAY**

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**Amend as follows:**

**44.01** For the purpose of this Article, immediate family is defined as 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, grandparent, grandchild, father-in-law, mother-in-law, **brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-brother, step-sister, guardian, grandparents of spouse** and relative permanently residing in the employee's household or with whom the employee permanently resides.

- 44.02** 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.
- 44.03** 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.**
- 44.04** 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 44.02 and 44.03, 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.
- 44.05** 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 44.02 and 44.03.

## **ARTICLE 58.07 ACTING PAY**

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### **Amend as follows:**

- (a) When an employee is required by the Agency to substantially perform the duties

of a higher classification level in an acting capacity **the employee shall be paid acting pay calculated from the date and time 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.**

~~and performs those duties:~~

- ~~(i) — if he or she falls under letter code "X" (as defined in the Hours of Work Code), for a period of at least three (3) consecutive working days/shifts;~~
- ~~(ii) — if he or she falls under the letter code "Y" (as defined in the Hours of Work Code), for a period of at least one (1) full working day/shift;—~~

~~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 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 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 Agency 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 Agency 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 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 Agency 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 Agency, and
  - (iii) has signed an agreement with the Agency 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 Agency for an amount determined as follows:  
  
$$\text{(allowance received) X (remaining period to be worked following his/her return to work)}$$

[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



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 Agency.**

**XX.02 The Agency 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  
TERM EMPLOYEES**

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**XX.01 Any Term, Part-time, or contracted person employed by Parks Canada Agency and/or by a third party contracted to Parks Canada, upon accumulating three years of continuous service shall be appointed indeterminate status.**

## **NEW SEASONAL EMPLOYEES**

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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 Agency:

- Redefining of seasonal positions to reflect real time worked in the year.
- Seasonal extentions.

**NEW**

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

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The Agency agrees to provide three hundred thousand (\$ 300,000) per year over the life of the Parks Canada collective agreement to fund a joint learning program. In addition, the Agency agrees to provide a further \$30,000 per month to the PSAC-Parks Canada JLP from the date of expiry of this collective agreement until the next collective agreement is signed to ensure continuity of this initiative.

The PSAC-Parks Canada-JLP will provide joint training on union-management issues, for which the Agency does not have the sole legal obligation to provide training.

The parties agree that the PSAC-Parks Canada JLP will be administered by a joint governance committee made up of an equal number of representatives of the PSAC and the Agency.

**NEW  
EARLY RETIREMENT FOR  
ENFORCEMENT COMMUNITY**

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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.

**NEW ARTICLE**

## **NATIONAL JOINT COUNCIL**

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**XX.01 The Agency agrees to participate in negotiations with the National Joint Council. The Agency agrees to all National Joint Council policies and matches changes in rates and entitlements made during the cyclical review of National Joint Council Directives applicable to Parks Canada employees.**

## **NEW ARTICLE SOCIAL JUSTICE FUND**

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**The Agency 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 Customs and 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.**

## **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:

- Article 59.01 - Diving Allowance
- Article 59.02 – Dirty Work Allowance
- New Article – First Aid Allowance

Increases to all flat rate allowances.

## **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 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;
- Catching up with comparable jobs and Agencies;
- Restructuring of pay grids;
- Harmonization of terminable allowances into the wage grid;
- Changes in increments;
- Retroactivity back to the first day of the contract;
- National rates of pay for those classifications with regional rates.

## APPENDIX A RATES OF PAY AND 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.

## **APPENDIX E SPECIAL CONDITIONS APPLICABLE TO CANAL OPERATING EMPLOYEES**

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The PSAC would like to review Appendix E with the Agency. The subjects the PSAC wishes to discuss are, but not limited to:

- the removal of article 1.1 and 1.2 and 4.1 through 4.4 so that Canal workers receive same call back and reporting pay as other workers covered by the Agreement.
- Scheduling of work performed during non-navigation season (“winter work”).

## **APPENDIX K WORK FORCE 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 Agency:

1. Revision of the language in the WFA Appendices to ensure that all transfers between Agencies 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 Agencies, 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.

## **NEW - APPENDIX XX STUDENT WORK**

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- XX.01 Both the Union and the Agency 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 Agency 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 Agency 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 Agency. 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.**

## **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.