



TREASURY BOARD NEGOTIATIONS 2007

**OPERATIONAL SERVICES GROUP
(SV)**

BARGAINING DEMANDS

APRIL 27, 2007

This document represents bargaining proposals of the Public Service Alliance of Canada for this round of negotiations for the Operational Services group (SV). 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(s) 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 20

SEXUAL HARASSMENT AND ABUSE OF AUTHORITY

Replace current Article 20 with the following:

20.01

- a) **The PSAC and the Employer recognize the right of employees to work in an environment free from harassment on a prohibited ground of discrimination as prohibited by the *Canadian Human Rights Act*, free from personal harassment and free from abuse of authority. The Employer undertakes to ensure forms of harassment or abuse of authority will not be tolerated in the workplace.**

- b) **“Personal harassment” means any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affects an employee’s dignity or psychological or physical integrity and that results in a harmful work environment for the employee. A single serious incidence of such behaviour that has a lasting harmful effect on an employee may also constitute personal harassment.**

- c) **“Abuse of authority” occurs when an individual improperly uses the power and authority inherent in his/her position to endanger an employee’s job, undermines the employee’s ability to perform that job, threatens the economic livelihood of that employee or in any way interferes with or influences the career of the employee. It includes intimidation, threats, blackmail or coercion.**

20.02

- a) **Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.**

- b) **If by reason of paragraph (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual consent.**

ARTICLE 25 AND APPENDIX A HOURS OF WORK

- The Union proposes to reduce the normal work week by two and half hours with no reduction in the annual salary.

- The union reserves the right to introduce contract language on the hours of work language as it pertains to the FR group after discussion with the Employer.

ARTICLE 27 SHIFT AND WEEKEND PREMIUMS

Amend as follows:

Exclusions

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

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~~This Article does not apply to employees working hours of work not defined as a shift, covered by clause 25.02, Article 28 or clauses 2.02 and 2.03 of Appendix B; clauses 2.01 and 2.02 of Appendix C, clauses 3.03 and 3.04 of Appendix D, clauses 2.01 and 2.02 of Appendix E, and clause 1.01 of Appendix I.~~

27.01 Shift Premium

An employee working ~~on shifts~~ will receive a shift premium of ~~two dollars~~ **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) Paragraph (a) shall not apply to employees whose regular hours of work are scheduled from Monday to Friday.~~

ARTICLE 30 CALL BACK PAY

Amend as follows:

30.01 If an employee is called back to work

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

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

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

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

- (i) Compensation equivalent to ~~three (3)~~ **four 4** hours' pay at the applicable overtime rate of pay for each call-back ~~to a maximum of eight (8) hours' compensation in an eight (8) hour period,~~

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

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

- (d) The minimum payment referred to in 30.01(c)(i) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 59.06.

ARTICLE 33 TRAVELLING TIME

Amend as follows:

33.08

Exclusions

This clause does not apply to employees covered by Annex I of Appendix B – General Labour and Trades Group.

- (a) An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his permanent residence for ~~forty (40) nights~~ **twenty nights** during a fiscal year shall be granted eight (8) hours off with pay or seven and one-half (7.5), where the standard work week is thirty seven and one-half (37.5) hours per week. The employee shall be credited with an additional eight (8) hours off with pay or seven and one-half (7.5), where the standard work week is thirty seven and one-half (37.5) hours per week, for each additional ~~twenty (20) nights~~ **ten nights** that the employee is away from his or her permanent residence to a maximum of eighty (80) nights.
- ~~(b) The maximum number of hours off earned under this clause shall not exceed forty (40) hours, or thirty seven and one half (37.5) hours where the standard hours per week is thirty seven and one half (37.5), in a fiscal year and shall accumulate as compensatory leave with pay.~~
- (c) This leave with pay is deemed to be compensatory leave and is subject to clause 62.01.

The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars.

ARTICLE 35 AND APPENDIX A VACATION LEAVE WITH PAY

Amend as follows:

35.02 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

35.03 (Add 35.03)

- (a) For the purpose of clause 35.02 and 35.02.1 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 (1) year following the date of lay-off.
- (b) Notwithstanding paragraph (a) above, an employee who was a member of one of the bargaining units listed below on the date of signing of the relevant collective agreement or an employee who became a member of those bargaining units between the date of signing of the relevant collective agreement and May 31, 1990 shall retain, for the 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 Unit	Date of Signing
HP	April 6, 1989
GL&T	May 4, 1989
LI	June 19, 1989
HS	June 21, 1989
FR	June 30, 1989
GS	August 4, 1989
SC	December 31, 1989
PR(S)	July 7, 2000

- (i) Sub-clause (b) above applies with respect to Printing Operations Supervisory employees except that May 31, 1990 shall be replaced by the first (1st) day of the month following the date of signing.
- (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.**

35.05

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

- (b) The Employer reserves the right to schedule an employee's vacation leave **where the employee has in excess of two hundred and eighty (280) hours in their vacation leave bank**. In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort to:
- (i) grant an employee's vacation leave in an amount and at such time as the employee may request;
 - (ii) not recall an employee to duty after the employee has proceeded on vacation leave;
 - (iii) not cancel nor alter a period of vacation leave which has been previously approved in writing;
 - (iv) ensure that, at the request of employee, vacation leave in periods of two (2) weeks or more are started following a scheduled period of rest days.
- (c) Representative of the Alliance shall be given the opportunity to consult with representatives of the Employer on vacation schedules.

35.11

- (a) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave ~~up to a maximum of two hundred and eighty (280) hours~~ credits shall be carried over into the following vacation year. ~~All vacation leave credits in excess of two hundred and eighty (280) hours shall be automatically paid in cash at his or her daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.~~
- ~~(b) Notwithstanding paragraph (a), if on March 31, 2005 or on the date an employee becomes subject to this Agreement subsequent to March 31, 2005, an employee has more than two hundred and eighty (280) hours of unused vacation leave credits, a minimum of eighty (80) hours per year shall be granted or paid in cash by March 31st of each year, commencing on March 31, 2006 until all vacation leave credits in excess of two hundred and eighty (280) hours have been liquidated. Payment shall be in one instalment per year and shall be at the employee's daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31st of the applicable previous vacation year.~~

ARTICLE 36
SICK LEAVE WITH PAY

NEW

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

ARTICLE 37 INJURY ON DUTY LEAVE

Replace current Article 37 with the following:

37.01 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).

37.02 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 38
MATERNITY LEAVE WITHOUT PAY

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:

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

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 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
PARENTAL LEAVE WITHOUT PAY

Amend as follows:

Parental Allowance

39.02 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:

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

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 44

MATERNITY-RELATED REASSIGNMENT OR LEAVE

Amend as follows:

- 44.01** 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.
- 44.05** 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 46 BEREAVEMENT LEAVE

Amend as follows:

46.01 Move 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 52
LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

Amend as follows:

52.01

~~At its discretion,~~The Employer may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for duty; such leave shall not be unreasonably withheld;
- (b) leave with or without pay for purposes other than those specified in this Agreement **shall not be unreasonably withheld;**
- (c) **Leave granted under (a) and (b) above may be used in conjunction with other leaves, and no employee shall be required to exhaust other leave provisions before such leave is granted.**

**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 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:

(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 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 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 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 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 one hundred and forty thousand dollars (\$140,000) 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.**

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.

These will include, but not be limited to:

- Article 57 - Penological Factor Allowance
- New: Offender Supervision Allowance
- Appendix F - Lighthouse keeper allowances
- Appendix B - Transfer at Sea Allowance
- Appendix B - Height Pay
- Article 63 and Appendix C- Dangerous goods allowances
- Appendix B – Annex D- Pasture managers, pasture riders and range riders horse allowance
- Appendix F- Dirty Work Allowance
- Appendix A and Appendix G - Nuclear Emergency Response Team Allowance
- New: Ammunition Technicians' Allowance
- New: HAZMAT Allowance
- New: Canadian Wood Packaging Certification Program Allowance
- New: EMS Allowance for Firefighters
- New: Allowance for employees who use languages other than English or French as part of their regular duties
- Increasing all flat rate allowances

APPENDIX A RATES OF PAY AND PAY NOTES

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

- Real economic increase that reflect the continued strength of the Canadian economy;
- Protection against inflation;
- National rates of pay for those classifications with regional rates.
- 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 with pay ranges.

CLASSIFICATION

The union reserves the right to introduce contract language with respect to classification standards after discussion with the Employer.

APPENDIX G SHIPS CREWS

The Union will be proposing various improvements to this Appendix.

APPENDIX I

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.

APPENDIX J
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.~~

GL ANNEX "K"
OFF PAY SUPPLEMENTAL
UNEMPLOYMENT BENEFIT (SUB) PLAN
APPLICABLE TO EMPLOYEES CLASSIFIED AS GENERAL LABOUR AND
TRADES (GL) AT THE CANADIAN GRAIN COMMISSION

Amend as follows:

1. SUB Plan benefits shall be payable to a full-time indeterminate employee on off-pay status as a result of a temporary stoppage in work, in the amount and subject to the conditions set out in this Plan, Seasonal employees as defined in the Employer's Terms and Conditions of Employment policy are not eligible for SUB Plan benefits.
2. In order to be eligible for SUB Plan benefits an employee must have completed a minimum of two (2) years of continuous employment with the Employer at the time they are placed on off-pay status.
3. SUB Plan benefits will be payable only to those employees on off-pay status who provide the Employer with proof that he or she has applied for and is in receipt of Employment Insurance (EI) benefits pursuant to Section 12(2) of the *Employment Insurance Act* in respect of insurable employment with the Employer.
4. An employee shall not be entitled to SUB Plan benefits during any period the employee is in receipt of benefits from a claim for Workers Compensation and/or Disability Insurance/Canada Pension Plan/Québec Pension Plan.
5. An employee on off-pay status who is eligible for benefits under this SUB plan shall receive ~~seventy~~ **ninety-five** per cent (~~70~~ **95%**) of their regular weekly rate of pay per week of off-pay status, or one-fifth (1/5) of the said ~~seventy~~ **ninety-five** per cent (~~70~~ **95%**) of their regular weekly rate of pay for each day, less the gross weekly amount received from EI during the benefit period and subject to the following maximums:

After two (2) years of continuous employment	fifteen (15) weeks
After six (6) years of continuous employment	seventeen (17) weeks
After seven (7) years of continuous employment	nineteen (19) weeks
After eight (8) years of continuous employment	twenty-one (21) weeks
After nine (9) years of continuous employment	twenty-three (23) weeks
After ten (10) years of continuous employment	twenty-five (25) weeks
After eleven (11) years of continuous employment	twenty-seven (27) weeks
After twelve (12) years of continuous employment	twenty-nine (29) weeks
After thirteen (13) years of continuous employment	thirty-one (31) weeks
After fourteen (14) years of continuous employment	thirty-three (33) weeks
After fifteen (15) years or more of continuous employment	thirty-five (35) weeks

No employee shall be paid SUB Plan benefits for more than thirty-five (35) weeks in a calendar year.

6. Where the employee is subject to the two-(2) week waiting period before receiving EI benefits, the employee on off-pay status who is eligible for benefits under the SUB Plan shall receive ~~thirty-five~~ **ninety-five** per cent (~~35~~ **95**%) of their regular weekly rate of pay.
7. The SUB plan benefits are limited to those provided in paragraph (5) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
8. At the employee's request, the payment referred to in paragraph (6) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI benefits.
9. The weekly rate of pay referred to in paragraphs (5) and (6) shall be:
 - (a) the employee's weekly rate of pay for the substantive level to which she or he is appointed, on the day immediately preceding the commencement of off-pay status;
 - or
 - (b) if on the day immediately preceding the commencement of off-pay status an employee has been 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.
10. Where an employee becomes eligible for a pay increment or pay revision while on off-pay status, the benefits provided by the SUB plan shall be adjusted accordingly.
11. An employee covered by this Memorandum is not subject to the WFA Appendix I, sections dealing with Notice of Lay-off and Reasonable Job Offer or the Severance Pay Article of the Collective Agreement.
12. Payments made under this SUB Plan will neither reduce nor increase an employee's severance pay or be treated as additional income for pension purposes.
13. The Employer shall notify employees on off pay status of any job postings for positions within the Canadian Grain Commission.

This does not prejudice the union's ability to challenge off pay status or the Employer's ability to impose off pay status.

APPRENTICESHIP

The PSAC proposes a new Article providing for the establishment of an Apprenticeship program covering all licensed trades appearing in significant numbers in the federal public service. The program would be jointly developed and conform to the Canadian Interprovincial Standards (Red Seal) Program.

LEAVE GENERAL

Adjust leave entitlements to reflect the different shift lengths that are worked by various sub groups.

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.

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.