



TREASURY BOARD NEGOTIATIONS 2007

**TECHNICAL SERVICES GROUP
(TC)**

BARGAINING DEMANDS

APRIL 27, 2007

This document represents bargaining proposals of the Public Service Alliance of Canada for this round of negotiations for the Technical Services group (TC). 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 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 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 HOURS OF WORK

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

25.13 For greater certainty, the following provisions of this Agreement shall be administered as provided herein:

(f) **Acting Pay**

The qualifying period for acting pay as specified in paragraph **65.07a)** ~~64.07a)~~ shall be converted to hours.

ARTICLE 27 SHIFT AND WEEKEND PREMIUMS

Amend as follows:

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 the 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:

28.01

Each fifteen (15) minute period of overtime shall be compensated for at **double (2) time.** ~~the following rates:~~

- ~~(a) — time and one-half (1 1/2) except as provided for in paragraph 28.01(b);~~
- ~~(b) — double (2) time for each hour of overtime worked after fifteen (15) hours' work in any twenty-four (24) hour period or after seven and one-half (7 1/2) hours' work on the employee's first (1st) day of rest, and for all hours worked on the second or subsequent day of rest. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.~~

28.02

- (a) Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, or at the request of the Employer and the concurrence of the employee, overtime may be compensated in equivalent leave with pay.
- (b) The Employer shall endeavour to make cash payment for overtime in the pay period following that in which the credits were earned.
- (c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- ~~(d) — Compensatory leave with pay not used by the end of a twelve (12)-month period, to be determined by the Employer, will be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the twelve (12)-month period.~~

- (d) **Compensatory leave earned in a fiscal year, and outstanding as of September 30th of the next following fiscal year will be paid at the employee's rate of pay on September 30th.**
- (e) **In addition to the payout described in 28.02 (d), an employee may request a payout of accumulated compensatory leave, in whole or in part, at the rate of pay in effect at the time of the request. Such request shall not be unreasonably denied.**
- (f) **Where, in respect of any period of compensatory leave, an employee is granted**
 - (i) **Bereavement leave with pay**
 - or**
 - (ii) **Leave with pay because of illness in the immediate family on production of a medical certificate**
 - or**
 - (iii) **Sick leave on production of a medical certificate,**

the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

Make the same changes to 29.04, 30.06 and 31.06

28.09

- (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.

28.10 To Apply to PI Group Only

An employee who works three (3) or more hours of overtime:

- (a) immediately before the employee's scheduled hours of work and who has not been notified of the requirement prior to the end of his/her last scheduled work period,

or
- (b) 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. When an employee works additional overtime continuously extending three (3) hours or more beyond the periods provided for in (a) and (b) above, the employee shall be reimbursed for one (1) additional meal ~~in the amount of ten dollars (\$10.00)~~ for each additional three (3) consecutive hours worked, except where free meals are provided.

Reimbursement for such meals will be in accordance with the Travel Directive of the National Joint Council of the Public Service.

Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the meal break may be taken either at or adjacent to the employee's place of work. 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.

28.12

An employee who receives a call to duty or responds to a telephone or data line call while on standby or at any other time outside of his or her scheduled hours of work, may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:

- (a) compensation at the applicable overtime rate for any time worked,

or

- (b) compensation equivalent to ~~one (1) hour's~~ **three (3) hours'** pay at the straight-time rate, which shall apply only the first time an employee performs work during an eight (8) hour period, starting when the employee first commences the work.

ARTICLE 29 CALL-BACK PAY

Amend as follows:

29.01 If an employee is called back to work:

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

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

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

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

- (i) compensation equivalent to ~~three (3)~~ **four (4)** hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' compensation in an eight (8)-hour period. Such maximum shall include any reporting pay pursuant to clause 32.06 and the relevant reporting pay provisions,

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

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

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

ARTICLE 30 STANDBY

Amend as follows:

30.01 Where the Employer requires an employee to be available on standby during off-duty hours, such employee shall be compensated at the rate of ~~one-half (1/2)~~ **one** hour for each four (4)-hour period or part thereof for which the employee has been designated as being on standby duty.

ARTICLE 31 REPORTING PAY

Amend as follows:

31.01

- (a) When an employee is required to report and reports to work on the employee's day of rest, the employee is entitled to a minimum of **four (4)** ~~three (3)~~ hours' pay at the applicable overtime rate of pay;

31.04 To Apply to EG Group Only

An employee required to report aboard ship sailing from home port outside the employee's normally scheduled working hours and who is not required to work aboard on reporting will be paid a premium of ~~one (1) hour's~~ **three (3) hours'** pay at the straight-time rate.

ARTICLE 34 TRAVELLING TIME

Amend as follows:

34.04 If an employee is required to travel as set forth in clauses 34.02 and 34.03:

- (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.~~

~~**34.05** 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 32, Designated Paid Holidays and Article 28, Overtime of this collective agreement.~~

34.06 Compensation under this article shall ~~not~~ be paid for **all** travel time to **all** courses, training sessions, conferences and seminars, ~~unless the employee is required to attend by the Employer.~~

34.09 Travel Status Leave

Exclusions

~~This clause does not apply to employees covered by Appendix I – Engineering and Scientific Support 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 or her permanent residence for ~~forty (40) nights during a fiscal year shall be granted fifteen (15)~~ **zero decimal five (0.5) hours off with pay for each night away from his or her permanent residence.** ~~The employee shall be credited with one additional period of seven decimal five (7.5) hours for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of eighty (80) additional nights.~~
- ~~(b) The maximum number of hours off earned under this clause shall not exceed thirty seven decimal five (37.5) hours in a fiscal year and shall accumulate as compensatory leave with pay.~~
- (b) This leave with pay is deemed to be compensatory leave and is subject to paragraphs 28.02(c) (d), **(e) and (f)**.

~~The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars, unless the employee is required to attend by the Employer.~~

Remove all other exclusions under this article, including:

- **Appendix B – employees in the GT Group, employed by the Department of Fisheries and Oceans at a Fish Hatchery**
- **Appendix C – Fishery Officers in the GT Group, working on off-shore surveillance in the Department of Fisheries and Oceans**
- **Appendix I – Employees in the EG Group in the Sea Lamprey Control Unit**
- **Appendix L – Employees in the EG Group, employed by the Department of National Defence engaged in sea trials**
- **Appendix S – Certain aircraft maintenance engineers**

ARTICLE 37 LEAVE GENERAL

NEW

37.11

Employees may transfer, for compassionate reasons, their own vacation, compensatory, and/or sick leave credits to another employee. Such transferred leave credits may only be taken as leave and may not be taken as cash. The Employer shall not consider a transfer under this provision until all other applicable sources of leave contained within this collective agreement have been exhausted.

ARTICLE 38
VACATION LEAVE WITH PAY

Amend as follows:

38.02 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

Amend 38.02

- (h) For the purpose of this clause only, all service within the Public Service, **as defined by Schedules I – V in the Financial Administration Act**, 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.
- (i) Notwithstanding 38.02(h) above, an employee who was a member of one of the following bargaining units on the date of the signing of their collective agreement as shown below:

Bargaining Unit	Date of Signing
EG	17 May 1989
DD, GT, PI, PY, TI	19 May 1989

or an employee who became a member of the bargaining unit between the dates shown above and May 31, 1990 shall retain, for the purpose of “service” and of establishing his or her vacation entitlement pursuant to this article, 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.

- (j) **Service referred to in (h) 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 39
SICK LEAVE WITH PAY

Amend as follows:

39.01

- (b) A shift worker shall earn additional sick leave credits at the rate of **three decimal one two five (3,125)** ~~one decimal two five (1.25)~~ hours for each calendar month during which he or she works shifts and he or she receives pay for at least seventy-five (75) hours. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used one hundred and twelve decimal five (112.5) hours of sick leave credits during the current fiscal year.

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

ARTICLE 41 INJURY ON DUTY LEAVE

Replace current Article 41 with the following:

41.01 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).

41.02 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 42
MATERNITY LEAVE WITHOUT PAY

Amend as follows:

Maternity Allowance

42.02 (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:

(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 her new period of employment is sufficient to meet the obligations specified in section (B).

ARTICLE 43
MATERNITY-RELATED REASSIGNMENT OR LEAVE

Amend as follows:

- 43.01** An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the **nursing period** ~~twenty-fourth (24th) week following the birth~~, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child. On being informed of the cessation, the Employer, with the written consent of the employee, shall notify the appropriate work place committee or the health and safety representative.
- 43.05** Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence **with** ~~without~~ pay to the employee for the duration of the risk as indicated in the medical certificate. ~~However, such leave shall end no later than twenty-four (24) weeks after the birth.~~

ARTICLE 45
LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY

45.02 Move definition of family to Article 2 Interpretation and Definitions

ARTICLE 47

LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

Amend as follows:

47.01: move definition of family to Article 2 Interpretation and Definitions

~~47.01 For the purpose of this Article, family is defined as spouse (or common-law partner resident with the employee), children (including foster children or children of spouse or common-law partner), parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.~~

Renumber

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

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

- (a) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- (b) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
- (c) to provide for the immediate and temporary care of an elderly member of the employee's family;
- (d) for needs directly related to the birth or to the adoption of the employee's child;
- (e) for reasons of a personal nature (a maximum of fifteen (15) hours).**

47.03 Where in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under 47.02(b) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

ARTICLE 51 BEREAVEMENT LEAVE

Amend as follows:

51.01: move definition of family to Article 2 Interpretation and Definitions

~~51.01 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, and relative permanently residing in the employee's household or with whom the employee permanently resides.~~

Renumber

51.01 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.

51.02 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**.

51.03 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 **51.01 and 51.02**, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

51.04 It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses **51.01 and 51.02**.

**ARTICLE 54
EDUCATION LEAVE WITHOUT PAY
CAREER DEVELOPMENT LEAVE WITH PAY AND
EXAMINATION LEAVE WITH PAY**

Amend as follows:

54.05

- (a) Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering his or her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
- (i) a course given by the Employer;
 - (ii) a course offered by a recognized academic institution;
 - (iii) a seminar, convention or study session in a specialized field directly related to the employee's work.
- (b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in paragraph 54.05(a) above. **Such approval will not be unreasonably withheld.** The employee shall receive no compensation under Article 28, Overtime, and Article 34, Travelling Time, of this collective agreement during time spent on career development leave provided for in this clause.
- (c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

ARTICLE 65
PAY ADMINISTRATION

Amend as follows:

65.07

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

The union wishes to discuss training provisions for employees in the TI classification and reserves the right to introduce contract language following discussion with the Employer.

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
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.

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;
- Catching up with comparable jobs and employers;
- Restructuring of pay grids;
- Harmonization of terminable allowances into the wage grid;
- Changes in increments;
- Retroactivity back to the first day of the contract.

**APPENDIX A
RATES OF PAY AND 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.

These will include, but not be limited to:

- Article 60 – Penological Factor Allowance
- Article 62 – Dangerous Goods
- Appendix J – Diving Allowance
- Appendix K – Diving Duty Allowance
- Appendix P – Allowances for employees in the Technical Inspection (TI) Group
- New: Fisheries Enforcement Allowance
- New: Training Allowance
- New: Aviation Aircrew Allowance – for employees who do onboard surveillance and perform aircraft inspections
- New: Hazardous Substance Handling Allowance
- New: Ammunition Technicians' Allowance

CLASSIFICATION

The union wishes to discuss a review of the TI classification standard. The union reserves the right to table contract language on this issue.

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

Amend as follows:

2.01

- (a) ~~four (4)~~ **five (5)** hours pay at the employee's regular straight-time rate of pay, for each eight (8) consecutive hours or portion thereof that the employee is designated as being on standby status at a Fish Hatchery;

APPENDIX "D"
MEMORANDUM OF AGREEMENT
APPLICABLE TO CERTAIN EMPLOYEES
IN THE GENERAL TECHNICAL GROUP,
WORKING ON ROTATING OR IRREGULAR BASIS
(COAST GUARD MARINE SEARCH AND
RESCUE (SAR) CONTROLLERS OF THE
RESCUE COORDINATION CENTRES AND
MARINE RESCUE SUB-CENTRES AND
HOVERCRAFT PERSONNEL)

The union wishes to discuss the hours of work provisions for employees covered by this appendix and reserves the right to introduce contract language following discussion with the Employer.

APPENDIX "H"
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 “W” 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.