



TREASURY BOARD NEGOTIATIONS 2011

BORDER SERVICES GROUP (FB)

UNION DEMANDS

February 2011

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

The Public Service Alliance of Canada reserves the right to introduce, amend or 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.

NEW
EARLY RETIREMENT FOR FB WORKERS

Amend the pension plan to allow for employees in the FB bargaining unit to retire with 25 years of service without penalty.

ARTICLE 2 INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

“**family**” (*famille*) except where otherwise specified in this Agreement, 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, father-in-law, mother-in-law, **son-in-law, daughter-in-law, brother-in-law or sister-in-law**, the employee’s grandparents and relative permanently residing in the employee’s household or with whom the employee permanently resides.

“**Service**” (*service*) means:

- (a) All service within the public service, whether continuous or discontinuous, except where a person who, on leaving the public service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the public service within one year following the date of lay-off.

- (b) Notwithstanding 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 purposes of “service” and of establishing his or her vacation entitlement pursuant to this clause, those periods of former service which had previously qualified for counting as continuous employment, until such time as his or her employment in the public service is terminated.

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

The Union reserves the right to further amend this proposal pending a discussion with the Employer on the subject of service accrual for former military personnel.

ARTICLE 12
USE OF EMPLOYER FACILITIES

Replace current 12.03 with:

12.03 Any duly accredited representative of the Alliance can have access to the Employer's premises for the purpose of resolving a complaint or a grievance, attending a meeting with management, meetings with members or attending a general assembly of Union, providing a notice indicating who's coming onto the Employer's premises, for which purpose and when the meeting will be taking place is given to the Employer, one (1) day in advance if possible.

ARTICLE 14
LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

Branch Presidents
(NEW)

14.14 The Employer will grant leave with pay to employees who exercise the authority of Branch President on behalf of the Alliance so that such employees may undertake the duties associated with their office.

**ARTICLE 17
DISCIPLINE**

NEW

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

ARTICLE 20

SEXUAL HARASSMENT

20.01 The Alliance and the Employer recognize the right of employees to work in an environment free from ~~sexual~~ harassment, and agree that ~~sexual~~ harassment will not be tolerated in the workplace.

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 agreement.

20.03 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with ~~sexual~~ harassment. The selection of the mediator will be by mutual agreement.

20.04 Upon request by the complainant(s) and/or respondent(s), an official copy of the investigation report shall be provided to them by the Employer, subject to the *Access to Information Act* and *Privacy Act*.

ARTICLE 22 HEALTH AND SAFETY

Amend as follows:

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

22.02 The Employer will ensure that no employee will have to work alone on any shift or at any work location. An employee working in a joint-operation situation shall not be considered to be working alone.

ARTICLE 25 HOURS OF WORK

Shift Work

25.13 a) “Shift work” means hours of work are scheduled for employees:

- (i) on a rotating or irregular basis,
- or
- (ii) on a non-rotating basis where the Employer requires employees to work hours later than 6 p.m. and/or earlier than 7 a.m.

- b) When the Employer schedules shift work, such hours of work shall be scheduled so that employees, over a period of not more than fifty-six (56) calendar days:
 - (i) on a weekly basis, work ~~an average of thirty-seven decimal five (37.5) hours and an average of~~ **over five (5) consecutive** days;
 - (ii) work seven decimal five (7.5) consecutive hours per day, exclusive of a one-half (1/2) hour meal period;
 - (iii) obtain ~~an average of two~~ **consecutive (2) days of rest per week, except when days of rest are separated by a designated paid holiday which is not worked.**
 - (iv) ~~obtain at least two (2) consecutive days of rest at any one time except when days of rest are separated by a designated paid holiday which is not worked; the consecutive days of rest may be in separate calendar weeks.~~

25.14 The Employer will make every reasonable effort:

- (a) not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee’s previous shift;

and

- (b) to avoid excessive fluctuation in hours of work.

and

(c) to ensure that employees that have been assigned mandatory overtime receive a minimum of eight (8) hours rest prior to returning to duty. Employees shall suffer no loss in compensation for being afforded said minimum eight (8) hours rest.

25.16 The Employer shall set up a master shift schedule for a fifty-six (56) day period, posted fifteen (15) days in advance, which will cover the normal requirements of the work area. **The Employer shall populate shift schedules as follows:**

a) Prior to posting, Employer will establish the requirements for populating this schedule.

b) The Employer will canvass all employees covered by this specific schedule for volunteers to populate the schedule.

c) Should more than one employee meeting the qualifications required select the same line on the schedule, years of service as defined in clause 34.03 will be used as the determining factor to allocate the line.

25.22 Line Selection

~~(a) Where shifts other than those provided in clause 25.17 are in existence when this Agreement is signed, the Employer, on request, will consult with the Alliance on such hours of work and, in such consultation, will establish that such shifts are required to meet the needs of the public and/or the efficient operation of the service.~~

~~(b) Where shifts are to be changed so that they are different from those specified in clause 25.17, the Employer, except in cases of emergency, will consult in advance with the Alliance on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service.~~

~~(c) Within five (5) days of notification of consultation served by either party, the parties shall notify one another in writing of the representative authorized to act on their behalf for consultation purposes. Consultation will be held at the local level for fact-finding and implementation purposes.~~

(a) In the event a line on a schedule becomes vacant, the Employer will reassess its scheduling requirement. Should the line still be required, the Employer may review the qualifications required prior to canvassing all employees covered by this specific schedule. Should more than one employee meeting the qualifications required select the same line on the schedule, years of service will be used as the determining factor to allocate the line.

- (b) **Should no employee covered by this specific schedule select the vacant line, the line shall then be offered to employees working in the same workplace but under a different schedule. Should more than one employee meeting the qualifications required select the same line on the schedule, years of service will be used as the determining factor to allocate the line.**
- (c) **Should no employee meeting the criteria in (a) and (b) above select the vacant line, the line shall then be offered to employees working in the same district as the vacant line. Should more than one employee meeting the qualifications required select the same line on the schedule, years of service will be used as the determining factor to allocate the line.**
- (d) **Should no employee meeting the criteria in (a), (b) and (c) above select the vacant line, the line shall then be offered to employees working in the same region as the vacant line. Should more than one employee meeting the qualifications required select the same line on the schedule, years of service will be used as the determining factor to allocate the line.**

25.23 Variable Shift Schedule Arrangements

- (a) Notwithstanding the provisions of clauses 25.06 and 25.13 to 25.2221 inclusive, consultation may be held at the local level with a view to establishing shift schedules which may be different from those established in clauses 25.13 and 25.17. Such consultation will include all aspects of arrangements of shift schedules.
- (b) Once a mutually acceptable agreement is reached at the local level, the proposed variable shift schedule will be submitted at the respective Employer and Alliance headquarters levels before implementation.
- (c) Both parties will endeavour to meet the preferences of the employees in regard to such arrangements.
- (d) It is understood that the flexible application of such arrangements must not be incompatible with the intent and spirit of provisions otherwise governing such arrangements. Such flexible application of this clause must respect the average hours of work over the duration of the master schedule and must be consistent with operational requirements as determined by the Employer.
- (e) Employees covered by this clause shall be subject to the provisions respecting **line selection established in clause 25.22** and variable hours of work established in clauses 25.24 to 25.27 inclusive.

25.26

- (a) The scheduled hours of work of any day as set forth in a variable schedule specified in clause 25.24 may exceed or be less than seven decimal five (7.5) hours; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer; and the daily hours of work shall be consecutive.
- (b) Such schedules shall provide for an average of thirty-seven decimal five (37.5) hours of work per week over the life of the schedule.
 - (i) **Unless otherwise mutually agreed upon**, the maximum life of a shift schedule shall be six (6) months.
 - (ii) The maximum life of other types of schedule shall be twenty-eight (28) days except when the normal weekly and daily hours of work are varied by the Employer to allow for summer and winter hours in accordance with clause 25.10, in which case the life of a schedule shall be one (1) year.
 - (iii) ~~The maximum life of a schedule for officers working for the Canadian Pari-Mutuel Agency shall be one (1) year.~~ **(Pending clarification from Employer).**
- (c) Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

25.27 Specific Application of this Agreement

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

(d) **Overtime (clauses 28.04 and 28.05)**

Overtime shall be compensated for all work performed in excess of an employee's scheduled hours of work on regular working days or on days of rest at ~~time and three-quarters (1-3/4)~~ **double (2) time**.

Scheduling of Part Time Employees

25.28 The following shall apply to part time employees:

a) Straight-time hours of work beyond those scheduled for full-time employees shall be offered in order of service to qualified part-time employees.

b) Notwithstanding a) above, part-time employees on strength as of ____ (signing of collective agreement) that have been guaranteed a certain

number of hours as a condition of employment shall continue to be scheduled their guaranteed hours.

ARTICLE 27 SHIFT AND WEEKEND PREMIUMS

Amend as follows:

Excluded provisions

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

27.01 Shift Premium

An employee working 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 shifts during a weekend will receive an additional premium of ~~two dollars (\$2.00)~~ **five dollars (\$5.00)** per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.
- (b) Where Saturday and Sunday are not recognized as the weekend at a mission abroad, the Employer may substitute two (2) other contiguous days to conform to local practice.

ARTICLE 28 OVERTIME

28.02 General

- (a) An employee is entitled to overtime compensation under clauses 28.04 and 28.05 for each completed period of fifteen (15) minutes, **or portion thereof**, of overtime worked by him or her when:
 - (i) the overtime work is authorized in advance by the Employer or is in accordance with standard operating instructions;
and
 - (ii) the employee does not control the duration of the overtime work.
- (b) Employees shall record starting and finishing times of overtime work in a form determined by the Employer.
- (c) For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.
- (d) Payments provided under the overtime, designated paid holidays and standby provisions of this Agreement shall not be pyramided, that is, an employee shall not be compensated more than once for the same service.

28.03 Assignment of Overtime Work

- (a) Subject to operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to offer overtime work on an equitable basis among readily available qualified employees.
- (b) In order to ensure compliance with 28.03 (a), the Employer shall post a list of all employees in each work location, as well as a list of overtime opportunities. Such list of overtime opportunities shall be posted at least once a week. Overtime shall be offered on a rotational basis, beginning with the employee on the list that has been offered the least number of hours.**
- (c) Except in cases of emergency, call-back or mutual agreement with the employee, the Employer shall, wherever possible, give at least four (4) hours' notice of any requirement for overtime work.

28.04 Overtime Compensation on a workday

Subject to paragraph 28.02(a):

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

- (b) if an employee is given instructions during the employee's work day to work overtime on that day and reports for work at a time which is not contiguous to the employee's scheduled hours of work, the employee shall be paid a minimum of ~~two (2) hours' pay at straight time~~ **three (3) hours' pay at the applicable overtime rate of pay**, or for actual overtime worked, whichever is the greater;

- (c) an employee who is called back to work after the employee has completed his or her work for the day and has left his or her place of work, and returns to work shall be paid the greater of:
 - (i) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' compensation in an eight (8) hour period; such maximum shall include any reporting pay pursuant to paragraph (b) or its alternate provision;

 - or

 - (ii) compensation at the applicable overtime rate for actual overtime worked,
 provided that the period worked by the employee is not contiguous to the employee's normal hours of work;

- (d) ~~the minimum payment referred to in subparagraph (c)(i), does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clauses 60.05 or 60.06.~~

28.05 Overtime Compensation on a day of rest

Subject to paragraph 28.02(a):

- (a) an employee who is required to work on a ~~first (1st)~~ day of rest is entitled to compensation at ~~time and one-half (1 1/2) for the first (1st) seven decimal five (7.5) hours and~~ double (2) time **for all hours worked thereafter;**

- ~~(b) — an employee who is required to work on a second (2nd) or subsequent day of rest is entitled to compensation at double (2) time (second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest);~~
- (b)** when an employee is required to report for work and reports on a day of rest, the employee shall be paid **a minimum of three (3) hours pay at the applicable overtime rate for each reporting.**
- ~~(i) — compensation equivalent to three (3) hours' pay at the applicable overtime rate for each reporting to a maximum of eight (8) hours' compensation in an eight (8) hour period;~~
- ~~— or~~
- ~~(ii) — compensation at the applicable overtime rate;~~
- ~~(d) — the minimum payment referred to in subparagraph (c)(i), does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 60.05;~~

ARTICLE 34
VACATION LEAVE WITH PAY

Amend as follows:

34.02 For each calendar month in which an employee has earned at least seventy-five (75) hours' pay, the employee shall earn vacation leave credits at the rate of:

Conversion Examples	
3 weeks	9.375 hours
4 weeks	12.5 hours
5 weeks	15.625 hours
6 weeks	18.75 hours

- (a) nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's ~~eightth~~ **fifth (5th)** year of service occurs;
- (b) twelve decimal five (12.5) hours commencing with the month in which the employee's ~~eightth~~ **fifth (5th)** anniversary of service occurs;
- ~~(c) thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;~~
- ~~(d) fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;~~
- (c)** fifteen decimal six two five (15.625) hours commencing with the month in which the employee's ~~eighteenth (18th)~~ **tenth (10th)** anniversary of service occurs;
- ~~(f) sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;~~

- (d) eighteen decimal seven five (18.75) hours commencing with the month in which the employee's ~~twenty-eighth (28th)~~ **twenty-third (23rd)** anniversary of service occurs.

34.03

- (a) ~~For the purpose of clause 34.02 only,~~ **All** service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Public Service within one year following the date of lay-off.

Scheduling of Vacation Leave With Pay

34.05

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

(b) Vacation scheduling

- (i) **Employees will submit their annual leave requests on or before April 15th for each year.**
- (ii) **For all vacation leave requests consistent with (i) above, the Employer will respond to such requests no later than May 1st for the summer leave period and no later than October 1st for the winter holiday season leave period. Vacation leave requests for the months of October and/or November shall be responded to by August 1st. Vacation leave requests for the months of April and/or May (following) shall be responded to by February 1st.**
- (iii) **The summer and winter holidays periods are:**
 - **for the summer leave period, between June 1 and September 30,**
 - **for the winter holiday season leave period, from December 1 to March 31.**

- (iv) In the case of excessive vacation leave requests for a specific period, years of service shall be used as the determining factor for granting such requests. For summer leave requests, years of service shall be applied for a maximum of fourteen (14) calendar days per employee in order to ensure that as many employees as possible might take annual leave during the summer months.**
- (v) Requests submitted after April 15th shall be dealt with on a first (1st) come first (1st) serve basis.**

ARTICLE 35 SICK LEAVE WITH PAY

Credits

35.01

- (a) An employee shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which the employee receives pay for at least seventy-five (75) hours.
- (b) A shift worker shall earn ~~additional~~ sick leave credits at the rate of **twelve decimal five (12.5)** 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.~~

Granting of Sick Leave

- 35.02** An employee shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury provided that:
 - (a) he or she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer;
 - and
 - (b) he or she has the necessary sick leave credits.
- 35.03** Unless otherwise informed by the Employer, a statement signed by the employee stating that, because of illness or injury, he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 35.02(a).
- 35.04** **In all cases, a medical certificate provided by a legally qualified medical practitioner shall be considered as meeting the requirements of paragraph 35.02(a) above.**
- 35.05** **When an employee is asked to provide a medical certificate by the Employer, the employee shall be reimbursed by the Employer for all costs associated with obtaining the certificate.**

ARTICLE 37 INJURY-ON-DUTY LEAVE

37.01 An employee shall be granted injury-on-duty leave with pay ~~for such period as may be reasonably determined by the Employer~~ when a claim has been made pursuant to the *Government Employees Compensation Act* and a Workers' Compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

(a) personal injury accidentally received in the performance of his or her duties and not caused by the employee's willful misconduct,

or

(b) an industrial illness or a disease arising out of and in the course of the employee's employment,

if the employee agrees to remit to the Receiver General for Canada any amount received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness or disease, provided, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

ARTICLE 39

MATERNITY-RELATED REASSIGNMENT OR LEAVE

- 39.01** An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request that the Employer 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 the health of the fetus or child. On being informed of the cessation, the Employer, with the written consent of the employee, shall notify the appropriate workplace committee or the health and safety representative.
- 39.02** An employee's request under clause 39.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to be avoided in order to eliminate the risk. Depending on the particular circumstances of the request, the Employer may obtain an independent medical opinion.
- 39.03** An employee who has made a request under clause 39.01 is entitled to continue in her current job while the Employer examines her request but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:
- (a) modifies her job functions or reassigns her;
 - or
 - (b) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.
- 39.04** Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.
- 39.05** Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without 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.

- 39.06** An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks' notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

ARTICLE 43 LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

- ~~43.01~~ 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 the spouse or common-law partner), parents (including stepparents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- ~~43.02~~ **43.01** The total leave with pay which may be granted under this Article shall not exceed ~~thirty-seven decimal five (37.5)~~ **six (6) days** in a fiscal year.
- ~~43.03~~ **43.02** Subject to clause 43.02~~1~~, the Employer shall grant the employee 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 the employee with time to make alternative 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 the adoption of the employee's child;
 - (e) **Two (2) days out of the six (6) days stipulated in clause 43.01 above may be used:**
 - (i) **to attend school functions, if the supervisor was notified of the functions as far in advance as possible;**

- (ii) to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.**

43.04 43.03 Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 43.03**2**(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 46 BEREAVEMENT LEAVE WITH PAY

- 46.01** When a member of the employee's family dies, an employee shall be entitled to a bereavement period of five (5) ~~consecutive calendar~~ **working** days. Such bereavement period, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. 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 three (3) days' leave with pay for the purpose of travel related to the death.
- ~~**46.02** An employee is entitled to one (1) day's bereavement leave with pay for a purpose related to the death of his or her son-in-law, daughter-in-law, brother-in-law or sister-in-law.~~
- 46.03 02** If, during a period of ~~sick leave, vacation leave or compensatory~~ **paid** 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 03** It is recognized by the parties that 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

52.03 Medical or Dental Appointments

Employees shall make every reasonable effort to schedule medical or dental appointments on their own time. However, in the event that medical or dental appointments cannot be scheduled outside of working hours, employees shall be granted leave with pay to attend medical or dental appointments.

52.04 Leave Without Pay for Military Service

Employees required to take leave without pay for military service shall not suffer any break in continuous service for such leave.

The Union reserves the right to further amend this proposal pending a discussion with the Employer on the subject of the Treasury Board Employee Assistance Program.

ARTICLE 60 PART-TIME EMPLOYEES

60.10 Vacation Leave

A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice (2) the number of hours in the employee's normal workweek, at the rate for years of service established in clause 34.02 of this Agreement, pro-rated and calculated as follows:

- (a) when the entitlement is nine decimal three seven five (9.375) hours a month, .250 multiplied by the number of hours in the employee's workweek per month;
- (b) when the entitlement is twelve decimal five (12.5) hours a month, .333 multiplied by the number of hours in the employee's workweek per month;
- ~~(c) when the entitlement is thirteen decimal seven five (13.75) hours a month, .367 multiplied by the number of hours in the employee's workweek per month;~~
- ~~(d) when the entitlement is fourteen decimal four (14.4) hours a month, .383 multiplied by the number of hours in the employee's workweek per month;~~
- (c) when the entitlement is fifteen decimal six two five (15.625) hours a month, .417 multiplied by the number of hours in the employee's workweek per month;
- ~~(f) when the entitlement is sixteen decimal eight seven five (16.875) hours a month, .450 multiplied by the number of hours in the employee's workweek per month;~~
- (d) when the entitlement is eighteen decimal seven five (18.75) hours a month, .500 multiplied by the number of hours in the employee's workweek per month.

~~Specific Application of This Agreement~~

~~60.05 Reporting Pay~~

~~Subject to clause 60.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest in accordance with subparagraph 28.05(c)(i) or is entitled to receive a minimum payment rather than pay for actual time worked during a period of standby in accordance with subparagraphs 28.04(c)(i) or 28.05(c)(i), the part-time employee shall be paid a minimum payment of four (4) hours' pay at the straight-time rate of pay.~~

60.06 — Call-Back

~~When a part-time employee meets the requirements to receive call-back pay in accordance with subparagraph 28.04(c)(i) and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum of four (4) hours' pay at the straight-time rate.~~

60.xx Scheduling

Hours of work scheduling for part-time employees shall be consistent with Article 25.28.

60.xx

Union reserves the right to propose additional changes to Article 60 after discussion with the Employer concerning the assigning of Personal Record Identifier (PRI) numbers to Seasonal and Part-Time employees.

DAY IS A DAY

ARTICLE 25 HOURS OF WORK

25.27 Specific Application of this Agreement

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

(h) **Leave**

- ~~(i) Earned leave credits or other leave entitlements shall be equal to seven decimal five (7.5) hours per day.~~
- (i) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.

ARTICLE 32 TRAVELLING TIME

32.08 Travel Status Leave

- (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 during a fiscal year shall be granted ~~seven decimal five (7.5) hours~~ **one day** off with pay. The employee shall be credited with one additional ~~seven decimal five (7.5) hours of time~~ **day off with pay** 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 days off earned under this clause shall not exceed five (5) days 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 paragraphs 28.06(c) and (d).
- (d) 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.

ARTICLE 33 LEAVE - GENERAL

33.01

- (a) When an employee becomes subject to this Agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his or her earned hourly leave credits shall be reconverted into days, with one day being equal to seven decimal five (7.5) hours.
- ~~(b) Earned leave credits or other leave entitlements shall be equal to seven decimal five (7.5) hours per day.~~
- (c) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.
- (d) Notwithstanding the above, in Article 46, Bereavement Leave with Pay, a “day” will mean a calendar day.

ARTICLE 42 VOLUNTEER LEAVE

42.01 Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, ~~a single period of up to seven decimal five (7.5) hours~~ **one day** of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign;

The leave will be scheduled at times convenient both to the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.

ARTICLE 43
LEAVE WITH PAY FOR FAMILY - RELATED
RESPONSIBILITIES

43.0201 The total leave with pay which may be granted under this Article shall not exceed ~~thirty-seven decimal five (37.5) hours~~ **six (6) days** in a fiscal year.

ARTICLE 52
LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

52.02 Personal Leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, ~~a single period of up to seven decimal five (7.5) hours~~ **one day** of leave with pay for reasons of a personal nature.

The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leaves at such times as the employee may request.

APPENDIX B

****APPENDIX B**

MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO THE VARIABLE SHIFT SCHEDULING ARRANGEMENTS

This memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Border Services (FB) bargaining unit.

~~This appendix will only apply to Variable Shift Schedule Arrangements (VSSA) implemented following the signing of this collective agreement.~~

1. Consultation process

The intent of this appendix is to provide the parties with a process to facilitate reaching agreement at the local level, within prescribed timeframes.

2. VSSA discussions

2.1 Local consultation pursuant to clause 25.23(a) of the agreement will take place within five (5) days of notice served by either party to reopen an existing variable shift schedule agreement or negotiate a new variable shift schedule arrangement. Prior to this meeting, the Employer will provide to the Union the following information in respect of its operational requirements:

(a) the number of scheduled employees required for each hour,
based on current staff compliment,

and

(b) the rationale for scheduling

2.2 The number of employees identified in paragraph 2.1 does not represent the minimum presence required on any shift.

- 2.3 The parties agree to negotiate in good faith, and shall make every reasonable effort to reach a negotiated VSSA.**
- 2.4 Discussions at the local level shall be concluded within five (5) weeks from the time of the first meeting identified in paragraph 2.1 above.
- 2.5 Should the parties come to an agreement on a proposed VSSA schedule at the local level, the union shall submit the schedule for ratification by the employees.
- 2.6 Should the discussions at the local level not result in an agreement on a proposed VSSA schedule, the parties will immediately refer the outstanding issues to representatives from the Union and regional representatives from the Employer for further consultation.
- 2.7 Representatives identified under 2.5 6 above shall conclude their consultation within a maximum of three (3) weeks from the date the outstanding issues have been referred to their attention by the local committee.
- 2.8 Should there be an agreement** ~~joint recommendation of the representatives identified under 2.5 6 above shall be sent back to the local level for consideration for a maximum of one (1) week period~~ **on a proposed VSSA schedule, such agreement shall be submitted by the union for ratification by the employees.**
- 2.9 Should the parties come to an agreement on a proposed VSSA schedule at the local level, the union shall submit the schedule for ratification by the employees. Otherwise, the union will submit the last Employer VSSA proposal to a vote.
- 2.10 The results of the vote identified in paragraphs 2.45 or 2.89 will be provided to the Employer representatives within two (2) weeks of the vote having taken place.
- 2.11 Where proposed VSSA is rejected, by mutual agreement, the current VSSA may be extended. Should either party not elect to extend the current VSSA, shift schedule consistent with 25.13 will take effect. For employees not already covered by an existing VSSA, the current scheduling arrangement will remain in force.
- 2.12 In the event that the proposed VSSA is accepted by a ratification vote, the new schedule will be posted in accordance with clause 25.16 of the agreement.

- 2.13** Except as provided in paragraph 2.1011 above, both parties may terminate a VSSA by sending the other a thirty (30) day notice of termination of the existing VSSA unless discussions are on-going pursuant to this appendix.
- 2.14** Upon mutual agreement by the parties, timeframes included in the provisions of this appendix may be extended.

3. VSSA Line selection

- 3.1** Upon ratification of a new VSSA, the Employer will establish the requirements for populating this schedule.
- 3.2** The Employer will canvass all employees covered by this specific VSSA for volunteers to populate the schedule.
- 3.3** Should more than one employee meeting the qualifications required select the same line on the schedule, years of service as defined in ~~clause 34.03~~ will be used as the determining factor to allocate the line.
- 3.4** **Lines that become vacant after the initial schedule has been populated will be filled consistent with clause 25.22.**
- 3.5** **Subject to clause 25.22, the parties may agree to conduct a re-population of schedules at any point over the life of a VSSA.**
- ~~**3.4** In the event lines become vacant, the Employer will reassess its scheduling requirement. Should the line still be required, the Employer will review the qualifications required prior to canvassing all employees covered by this specific VSSA. Should more than one employee meeting the qualifications required select the same line on the schedule, years of service as defined in clause 34.03 will be used as the determining factor to allocate the line.~~

~~**4. Vacation scheduling**~~

- ~~**4.1** Employees will submit their annual leave requests on or before April 15th for each year. The Employer will respond to such requests no later than May 1st for the summer leave period and no later than October 1st for the winter holiday season leave period.~~
- ~~**4.2** The summer and winter holidays periods are:~~
- ~~— for the summer leave period, between June 1 and September 30,~~
 - ~~— for the winter holiday season leave period, from December 1 to March 31.~~

- ~~4.3 — In the case of excessive vacation leave requests for a specific period, years of service as defined in clause 34.03 of the Agreement, shall be used as the determining factor for granting such requests. For summer leave requests, years of service shall be applied for a maximum of two weeks per employee in order to ensure that as many employees as possible might take annual leave during the summer months.~~
- ~~4.4 — Requests submitted after April 15th shall be dealt with on a first (1st) come first (1st) serve basis.~~

APPENDIX C WORKFORCE ADJUSTMENT

The Union proposes that the following be incorporated into Appendix C of the parties Agreement:

1. In the event of a Workforce Adjustment, employees shall be declared surplus by work location in reverse order of service.
2. The Employer shall make every effort to provide an employee with a reasonable job offer within a forty (40) kilometer radius of his or her work location at the point of being declared surplus.
3. In the event that reasonable job offers can be made within a forty (40) kilometer radius to some but not all surplus employees in a given work location, such reasonable job offers shall be made in order of service.
4. In the event that a reasonable job offer cannot be provided to an employee within a forty (40) kilometer radius, the Employer shall make every effort to provide a reasonable job offer in the province or territory in which the employee's position is located at the point of being declared surplus.
5. In the event that reasonable job offers can be provided to some but not all surplus employees in a given province, such reasonable job offers shall be made in order of service.
6. Surplus employees shall be placed in opting status in reverse order of service.
7. Reasonable job offers shall be provided to opting employees in order of service.
8. **Opting employee** (*employé-e optant*)—is an indeterminate employee whose services will no longer be required because of a workforce adjustment situation, who has not received a guarantee of a reasonable job offer **within a forty (40) kilometer radius of his or her work location at the point of being declared**, and who has one hundred and twenty (120) days to consider the options in section 6.3 of this Appendix.

APPENDICES F and G
ARMING

****APPENDIX F**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TREASURY BOARD OF CANADA
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
WITH RESPECT TO THE
ARMING INITIATIVE — ~~FIREARM TRAINING PARTICIPANT SELECTION~~**

This memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Border Services (FB) bargaining unit.

1. The Employer when selecting firearm training participants will do so amongst volunteers as well as employees hired with firearm training as a condition of employment ~~for the period from the date of signing until February 1, 2011.~~
2. ~~Until September 30, 2009,~~ Volunteer employees hired without firearm certification as a condition of employment who did not qualify on firearm training will return to their home port.
3. ~~During the period of October 1, 2009 to February 1, 2011,~~ The Employer will make every reasonable effort to find placement opportunity for ~~volunteer~~ employees ~~hired without firearm certification as a condition of employment~~ who ~~did do~~ not qualify on firearm training subject to the employee's willingness to relocate and capacity for retraining.
4. ~~During the period of October 1, 2009 to February 1, 2011,~~ The parties agree to the formation of joint regional committees to discuss placement ~~opportunities of volunteer employees hired without firearm certification as a condition of employment~~ **of employees** who fail to qualify on firearm training.

~~This memorandum is null after February 1, 2011.~~

****APPENDIX G**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TREASURY BOARD OF CANADA
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
WITH RESPECT TO
FIREARM TRAINING STRATEGY**

~~This memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Border Services (FB) bargaining unit.~~

~~The parties agree to establish a joint consultation committee to discuss the strategy (post February 1, 2011) for the selection of firearm training participants and placement of employees hired without firearm certification as a condition of employment, who are unsuccessful on the firearm training. The parties shall meet within one hundred and twenty (120) days of the completion of the BFOR review.~~

~~This memorandum expires on June 20, 2011.~~

APPENDIX H ALTERNATIVE WORK ARRANGEMENTS

****APPENDIX H**

MEMORANDUM OF AGREEMENT BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA

This memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in respect of employees in the FB group bargaining unit ~~working in the regional Trade and Compliance divisions.~~

~~As part of this settlement, the Employer and the PSAC agree that within one hundred and twenty (120) days of signature of this collective agreement, they will meet to discuss the suitability and appropriateness by the Employer to apply the Treasury Board Telework Policy within these regional Trade and Compliance Divisions.~~

~~The parties acknowledge that the framework for this discussion is the Treasury Board of Canada Telework Policy.
This joint committee will be composed of an equal number of representatives from the Employer and the PSAC.~~

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

NEW ALLOWANCES

Plain Clothes

- xx.01** Employees required to provide and wear ordinary clothing as part of their duties, shall be reimbursed by the Employer for expenses incurred in the purchase of such clothing, to a maximum of one-thousand, one hundred and twenty-five dollars (\$1,125.00) per annum, upon presentation of the necessary receipts. If an employee performs such duties for less than a calendar year, but for a period or periods totaling one calendar month (30 days) or more in that year, the employee shall be entitled to reimbursement of a proportionate part of the expenses in the same ratio that the employee's time so spent bears to that calendar year.
- xx.02** Each employee entitled to the expenses under Section xx.01 shall submit a claim once annually in January for the preceding year to be reimbursed not later than the month of February, next following.

Uniformed Officers

- xx.03** The Employer shall reimburse up to a maximum of one-thousand, one hundred and twenty-five dollars (\$1,125.00) per annum for expenses associated with the cleaning of uniforms, upon presentation of the necessary receipts.

Dog Handler

- xx.04** When an employee is required to handle a trained dog the employee shall be paid six dollars (\$6.00) for each period in which the employee handles the dog for a minimum of one (1) hour within the first four (4) hours immediately after the commencement of the shift. The same amount shall be paid under the same conditions for any succeeding period of four (4) hours.

NEW
ESCORTED REMOVALS

The Union reserves the right to make proposals concerning escorted removals pending discussion with the Employer.

NEW LONG SERVICE PAY

X.01 An employee who receives pay for at least seventy-five (75) hours for each of twelve (12) consecutive calendar months for which the employee is eligible to receive long service pay, beginning October 1 of each year, is entitled to be paid, in a lump sum, an amount related to the employee's period of service in the Public Service set out in the following table:

Period of Service in the Public Service	Annual Amount
5 to 9 years	\$740
10 to 14 years	850
15 to 19 years	980
20 to 24 years	1110
25 to 29 years	1240
30 years or more	1370

X.02 An employee who does not receive at least seventy-five (75) hours' pay for each of twelve (12) consecutive calendar months for which the employee is eligible to receive long service pay, beginning October 1 of each year, is entitled to one-twelfth (1/12) of the relevant amount as set out in clause X.01 for each month for which he/she receives at least seventy-five (75) hours' pay.

X.03 Where an employee does not complete the employee's specified period of service in the Public Service upon the first (1st) day of a calendar month, the employee shall, for the purpose of clause X.01, be deemed to have completed the specified period of employment:

(a) on the first (1st) day of the current month if the employee completes the specified period of employment during the first fifteen (15) days of the month,

and

(b) on the first (1st) day of the subsequent month in any other case.

NEW
PAID MEAL PERIOD

Introduce a forty (40) hour work week with a thirty (30) minute paid meal break for every eight (8) hours.

NEW
SOCIAL JUSTICE FUND

The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such a contribution will be made for all hours worked by each employee in the bargaining unit. 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 Letter Patent of the PSAC Social Justice Fund.

APPENDIX A
RATES OF PAY AND PAY NOTES

The Union will be proposing amendments to Appendix A pending the Employer's providing of payroll and other economic information.