



**EMPLOYER PROPOSALS
FOR THE
BORDER SERVICES (FB) GROUP**

**NEGOTIATIONS FOR THE RENEWAL
OF THE COLLECTIVE AGREEMENT
EXPIRING ON JUNE 20, 2007**

April 27, 2007

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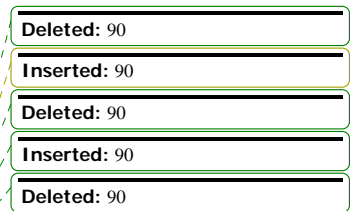
INTRODUCTION

Without prejudice, attached are the Employer proposals for the negotiation of a single collective agreement covering employees who are members of the Border Services bargaining unit.

The Employer reserves the right to present other proposals in negotiations as well as counter-proposals with respect to union demands.

Also, the Employer proposes that articles of the agreement which are not ultimately dealt with as proposals by the parties shall be renewed with appropriate editorial modification to ensure compatibility with other articles as finally agreed.

Note: Proposed revisions to existing language are indicated with track changes revision marks



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GENERAL

The Employer proposes to:

1. simplify, consolidate and standardize where appropriate.
2. review the collective agreement to delete references to group(s) that are not included in this newly certified Bargaining Unit.
3. delete some references to “furlough leave”.
4. review and amend, as necessary, the collective agreement in relation to recent legislative changes.
5. discuss Pay Administration issues

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ARTICLE 1
PURPOSE AND SCOPE OF AGREEMENT

1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Alliance and the employees and to set forth herein certain terms and conditions of employment for all employees described in the certificate issued by the Public Service Labour Relations Board on February 21, 2007, covering employees in the Program and Administrative Services Group.

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1.02 The parties to this Agreement share a desire to improve the quality of the Public Service of Canada and to promote the well-being and increased efficiency of its employees to the end that the people of Canada will be well and efficiently served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the Public Service in which members of the bargaining units are employed.

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ARTICLE 2
INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

“employee” means a person so defined in the Public Service Labour Relations Act and who is a member of the bargaining unit specified in Article 9 (employé-e),

“overtime” (heures supplémentaires) means:

- (a) in the case of a full-time employee, authorized work in excess of the employee’s scheduled hours of work,
or
(b) in the case of a part-time employee, authorized work in excess of seven decimal five (7.5) hours at straight-time per day in the same position or thirty-seven decimal five (37.5) hours at straight-time per week in the same position, but does not include time worked on a holiday,
or
(c) in the case of a part-time employee whose normal scheduled hours of work are in excess of seven decimal five (7.5) hours per day in accordance with the Variable Hours of Work provisions (clauses 25.24 to 25.27), authorized work in excess of those normal scheduled daily hours at straight time in the same position or an average of thirty-seven decimal five (37.5) hours at straight-time per week in the same position,

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The definition of overtime does not apply to certain employees of the Translation Bureau (Appendix “B”).¶

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2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement:

- (a) if defined in the Public Service Labour Relations Act, have the same meaning as given to them in the Public Service Labour Relations Act,

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and

- (b) if defined in the *Interpretation Act*, but not defined in the *Public Service Labour Relations Act*, have the same meaning as given to them in the *Interpretation Act*.

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ARTICLE 7
NATIONAL JOINT COUNCIL AGREEMENTS

7.01 Agreements concluded by the National Joint Council (NJC) of the Public Service on items which may be included in a collective agreement, and which the parties to this Agreement have endorsed after December 6, 1978, and as amended from time to time, will form part of this Agreement, subject to the Public Service Labour Relations Act (PSLRA) and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act specified in Section 113(b) of the PSLRA.

7.02 The NJC items which may be included in a collective agreement are those items which the parties to the NJC agreements have designated as such or upon which the Chairman of the Public Service Labour Relations Board has made a ruling pursuant to clause (c) of the NJC Memorandum of Understanding which became effective December 6, 1978, as amended from time to time.

7.03 All directives as amended from time to time by the National Joint Council recommendations and which the Treasury Board of Canada has approved form part of this agreement.

7.04 Grievances in regard to the NJC directives shall be filed in accordance with clause 18.01 of this Agreement.

ARTICLE 9
RECOGNITION

9.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Labour Relations Board on February 21, 2007 covering employees in the Border Services Group.

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Deleted: (a) The following directives, as amended from time to time by National Joint Council recommendation and which have been approved by the Treasury Board of Canada, form part of this Agreement:
Bilingualism Bonus Directive
Commuting Assistance Directive
Foreign Service Directives
Health / Safety
Boiler and Pressure Vessels Directive
Committees and Representatives Directive
Hazardous Substances Directive
Electrical Directive
Elevated Work Structures Directive
Elevating Devices Directive
First-Aid Allowance Directive
First-Aid Safety and Health Directive
Hazardous Confined Spaces Directive
Materials Handling Safety Directive
Motor Vehicle Operations Directive
Noise Control and Hearing Conservation Directive
Personal Protective Equipment and Clothing Directive
Pesticides Directive
Refusal to Work Directive
Sanitation Directive
Tools and Machinery Directive
Use and Occupancy of Buildings Directive
Isolated Posts and Government Housing Directive
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ARTICLE 11
CHECK-OFF

11.05 No employee organization, as defined in Section 2 of the *Public Service Labour Relations Act*, other than the Alliance, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees.

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ARTICLE 14
LEAVE WITH OR WITHOUT PAY
FOR ALLIANCE BUSINESS

Complaints made to the Public Service Labour Relations Board Pursuant to Section 190(1) of the *Public Service Labour Relations Act*

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14.01 When operational requirements permit, in cases of complaints made to the Public Service Labour Relations Board pursuant to section 190(1) of the PSLRA alleging a breach of sections 157, 186(1)(a), 186(1)(b), 186(2)(a)(i), 186(2)(b), 187, 188(a) or 189(1) of the PSLRA, the Employer will grant leave with pay:

- (a) to an employee who makes a complaint on his or her own behalf, before the Public Service Labour Relations Board,
- and
- (b) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Alliance making a complaint.

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Applications for Certification, Representations and Interventions with respect to Applications for Certification

14.03 The Employer will grant leave with pay:

- (a) to an employee called as a witness by the Public Service Labour Relations Board,
- and
- (b) when operational requirements permit, to an employee called as a witness by an employee or the Alliance.

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Arbitration Board Hearings, Public Interest Commission Hearings and Alternate Dispute Resolution Process

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14.04 When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Alliance before an Arbitration Board, Public Interest Commission or in an Alternate Dispute Resolution Process.

14.05 The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board, Public Interest Commission or in an Alternate Dispute Resolution Process and, when operational requirements permit, leave with pay to an employee called as a witness by the Alliance.

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ARTICLE 16
ILLEGAL STRIKES

16.01 The *Public Service Labour Relations Act* provides penalties for engaging in illegal strikes. Disciplinary action may also be taken, which will include penalties up to and including termination of employment pursuant to paragraph 12(1)(c) of the *Financial Administration Act*, for participation in an illegal strike as defined in the *Public Service Labour Relations Act*.

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ARTICLE 17
DISCIPLINE

17.01 When an employee is suspended from duty or terminated in accordance with paragraph 12(1)(c) of the *Financial Administration Act*, the Employer undertakes to notify the employee in writing of the reason for such suspension or termination. The Employer shall endeavour to give such notification at the time of suspension or termination.

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ARTICLE 18
GRIEVANCE PROCEDURE

Note: Replace the current article with the following paragraphs.

18.01 In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council (NJC) of the Public Service on items which may be included in a collective agreement and which the parties to this agreement have endorsed, the grievance procedure will be in accordance with section 15.0 of the NJC By-Laws.

18.02 The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When the parties agree in writing to avail themselves of an informal conflict management system established pursuant to section 207 of the PSLRA, the time limits prescribed in the article 18 Grievance Procedure are suspended until either party gives the other notice in writing to the contrary.

18.03 In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated holidays shall be excluded.

18.04 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Alliance Representative.

18.05 Where the provisions of clauses 18.07, 18.24 or 18.38 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate office of the department or agency concerned. Similarly the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

18.06 A grievance shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.

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Individual Grievances

18.07 An employee who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the employee's immediate supervisor or local officer-in-charge who shall forthwith:

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level,
and
- (b) provide the employee with a receipt stating the date on which the grievance was received by him.

18.08 Presentation of grievance

(1) Subject to subsections (2) to (7), an employee is entitled to present an individual grievance if he or she feels aggrieved

(a) by the interpretation or application, in respect of the employee, of

(i) a provision of a statute or regulation, or of a direction or other instrument made or issued by the employer, that deals with terms and conditions of employment, or

(ii) a provision of a collective agreement or an arbitral award;

or

(b) as a result of any occurrence or matter affecting his or her terms and conditions of employment.

(2) An employee may not present an individual grievance in respect of which an administrative procedure for redress is provided under any Act of Parliament, other than the *Canadian Human Rights Act*.

(3) Despite subsection (2), an employee may not present an individual grievance in respect of the right to equal pay for work of equal value.

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- (4) An employee may not present an individual grievance relating to the interpretation or application, in respect of the employee, of a provision of a collective agreement or an arbitral award unless the employee has the approval of and is represented by the Alliance.

- (5) An employee who, in respect of any matter, avails himself or herself of a complaint procedure established by a policy of the employer may not present an individual grievance in respect of that matter if the policy expressly provides that an employee who avails himself or herself of the complaint procedure is precluded from presenting an individual grievance under this Article.

- (6) An employee may not present an individual grievance relating to any action taken under any instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

- (7) For the purposes of subsection (6), an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

18.09 There shall be no more than a maximum of four (4) levels in the grievance procedure. These levels shall be as follows:

- (a) Level 1 - first (1st) level of management;

- (b) Levels 2 and 3 where such level or levels are established in Departments or Agencies - intermediate level(s);

- (c) Final level: the Deputy Minister (or his equivalent) or his delegated representative.

18.10 Representatives

- (a) The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the title of the person so designated together with the title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented.

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(b) This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Alliance.

18.11 An employee may be assisted and/or represented by the Alliance when presenting a grievance at any level. The Alliance shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

18.12 An employee may present a grievance to the first (1st) level of the procedure in the manner prescribed in clause 18.07, not later than the twenty-fifth (25th) day after the date on which he is notified orally or in writing or on which he first becomes aware of the action or circumstances giving rise to grievance.

18.13 An employee may present a grievance at each succeeding level in the grievance procedure beyond the first (1st) level either:

(a) where the decision or offer for settlement is not satisfactory to the employee, within ten (10) days after that decision or offer for settlement has been conveyed in writing to the employee by the Employer,

or

(b) where the Employer has not conveyed a decision to the employee within the time prescribed in clause 18.14, within twenty-five (25) days after he presented the grievance at the previous level.

18.14 The Employer shall normally reply to an employee's grievance at any level of the grievance procedure, except the final level, within twenty (20) days after the grievance is presented, and within thirty (30) days when the grievance is presented at the final level.

18.15 Where an employee has been represented by the Alliance in the presentation of his grievance, the Employer will provide the Alliance with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

18.16 Where a grievance has been presented up to and including the final level in the grievance process, and the grievance is not one that may be referred to

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adjudication, the decision on the grievance taken at the final level in the grievance process is final and binding and no further action may be taken under the *Public Service Labour Relations Act*.

18.17 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels except the final level may be eliminated by agreement of the Employer and the employee, and, where applicable, the Alliance.

18.18 Where the Employer demotes or terminates an employee for cause pursuant to paragraph 12(1)(c), (d) or (e) of the *Financial Administration Act*, the grievance procedure set forth in this Agreement shall apply, except that the grievance may be presented at the final level only.

18.19 An employee may by written notice to his immediate supervisor or officer-in-charge withdraw a grievance.

18.20 Any employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond his control, he was unable to comply with the prescribed time limits.

18.21 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his grievance or refrain from exercising his right to present a grievance, as provided in this Collective Agreement.

18.22 Reference to Adjudication

(1) An employee may refer to adjudication an individual grievance that has been presented up to and including the final level in the grievance process and that has not been dealt with to the employee's satisfaction if the grievance is related to:

(a) the interpretation or application in respect of the employee of a provision of a collective agreement or an arbitral award;

(b) a disciplinary action resulting in termination, demotion, suspension or financial penalty;

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(c) demotion or termination under paragraph 12(1)(d) of the *Financial Administration Act* for unsatisfactory performance or under paragraph 12(1)(e) of that Act for any other reason that does not relate to a breach of discipline or misconduct,

(2) When an individual grievance has been referred to adjudication and a party to the grievance raises an issue involving the interpretation or application of the *Canadian Human Rights Act*, that party must, in accordance with the regulations, give notice of the issue to the Canadian Human Rights Commission.

(3) The Canadian Human Rights Commission has standing in adjudication proceedings for the purpose of making submissions regarding an issue referred to in subsection (2).

(4) Nothing in subsection (1) above is to be construed or applied as permitting the referral to adjudication of an individual grievance with respect to:

(a) any termination of employment under the *Public Service Employment Act*;

or

(b) any deployment under the *Public Service Employment Act*, other than the deployment of the employee who presented the grievance.

18.23 Before referring an individual grievance related to matters referred to in paragraph 18.22(1)(a), the employee must obtain the approval of the Alliance.

Group Grievances

18.24 The Alliance may present a grievance at any prescribed level in the grievance procedure, and shall transmit this grievance to the officer-in-charge who shall forthwith:

(a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level,

and

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(b) provide the Alliance with a receipt stating the date on which the grievance was received by him.

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18.25 Presentation of Group Grievance

- (1) The Alliance may present to the employer a group grievance on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of a collective agreement or an arbitral award.
- (2) In order to present the grievance, the Alliance must first obtain the consent of each of the employees concerned in the form provided for by the regulations. The consent of an employee is valid only in respect of the particular group grievance for which it is obtained.
- (3) The group grievance must relate to employees in a single portion of the federal public administration.
- (4) The Alliance may not present a group grievance in respect of which an administrative procedure for redress is provided under any Act of Parliament, other than the *Canadian Human Rights Act*.
- (5) Despite subsection (4), a Alliance may not present a group grievance in respect of the right to equal pay for work of equal value.
- (6) If an employee has, in respect of any matter, availed himself or herself of a complaint procedure established by a policy of the Employer, the Alliance may not include that employee as one on whose behalf it presents a group grievance in respect of that matter if the policy expressly provides that an employee who avails himself or herself of the complaint procedure is precluded from participating in a group grievance under this Article.
- (7) The Alliance may not present a group grievance relating to any action taken under any instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.
- (8) For the purposes of subsection (7), an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation by or on

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behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

18.26 There shall be no more than a maximum of four (4) levels in the grievance procedure. These levels shall be as follows:

- (a) Level 1 - first (1st) level of management;
- (b) Levels 2 and 3 where such level or levels are established in Departments or Agencies - intermediate level(s);
- (c) Final level: the Deputy Minister (or his equivalent) or his delegated representative.

18.27 The Employer shall designate a representative at each level in the grievance procedure and shall inform the Alliance of the title of the person so designated together with the title and address of the officer-in charge to whom a grievance is to be presented.

18.28 The Alliance shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

18.29 The Alliance may present a grievance to the first (1st) level of the procedure in the manner prescribed in clause 18.24, no later than the twenty-fifth (25th) day after the earlier of the day on which the aggrieved employees received notification and the day on which they had knowledge of any act, omission or other matter giving rise to the group grievance.

18.30 The Alliance may present a grievance at each succeeding level in the grievance procedure beyond the first (1st) level either:

- (a) where the decision or offer for settlement is not satisfactory to the Alliance, within ten (10) days after that decision or offer for settlement has been conveyed in writing to the Alliance by the Employer,

or

- (b) where the Employer has not conveyed a decision to the Alliance within the time prescribed in clause 18.31, within twenty-five (25) days after the Alliance presented the grievance at the previous level.

18.31 The Employer shall normally reply to the Alliance's grievance at any level of the grievance procedure, except the final level, within twenty (20) days after

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the grievance is presented, and within thirty (30) days when the grievance is presented at the final level.

18.32 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels except the final level may be eliminated by agreement of the Employer and the Alliance.

18.33 The Alliance may by written notice to officer-in-charge withdraw a grievance.

18.34 Opting out of a group Grievance

(1) An employee in respect of whom a group grievance has been presented may, at any time before a final decision is made in respect of the grievance, notify the Alliance that the employee no longer wishes to be involved in the group grievance.

(2) The Alliance shall provide to the representatives of the Employer authorized to deal with the grievance, a copy of the notice received pursuant to paragraph (1) above.

(3) After receiving the notice, the Alliance may not pursue the grievance in respect of the employee.

18.35 The Alliance failing to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond its control, it was unable to comply with the prescribed time limits.

18.36 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause the Alliance to abandon the grievance or refrain from exercising the right to present a grievance, as provided in this Collective Agreement.

18.37 Reference to Adjudication

(1) The Alliance may refer to adjudication any group grievance that has been presented up to and including the final level in the grievance process and that has not been dealt with to its satisfaction.

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- (2) When a group grievance has been referred to adjudication and a party to the grievance raises an issue involving the interpretation or application of the *Canadian Human Rights Act*, that party must, in accordance with the regulations, give notice of the issue to the Canadian Human Rights Commission.
- (3) The Canadian Human Rights Commission has standing in adjudication proceedings for the purpose of making submissions regarding an issue referred to in subsection (2).

Policy Grievances

18.38 The Employer and the Alliance may present a grievance at the prescribed level in the grievance procedure, and forward the grievance to the representative of the Alliance or the Employer, as the case may be, authorized to deal with the grievance. The party who receives the grievance shall provide the other party with a receipt stating the date on which the grievance was received by him.

18.39 Presentation of Policy Grievance

- (1) The Employer and the Alliance may present a policy grievance to the other in respect of the interpretation or application of the collective agreement or arbitral award as it relates to either of them or to the bargaining unit generally.
- (2) Neither the Employer nor the Alliance may present a policy grievance in respect of which an administrative procedure for redress is provided under any other Act of Parliament, other than the *Canadian Human Rights Act*.
- (3) Despite subsection (2), neither the employer nor the Alliance may present a policy grievance in respect of the right to equal pay for work of equal value.
- (4) The Alliance may not present a policy grievance relating to any action taken under any instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.
- (5) For the purposes of subsection (4), an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation by or on

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behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

18.40 There shall be no more than one (1) level in the grievance procedure.

18.41 The Employer and the Alliance shall designate a representative and shall notify each other of the title of the person so designated together with the title and address of the officer-in charge to whom a grievance is to be presented.

18.42 The Employer and the Alliance may present a grievance in the manner prescribed in clause 18.38, no later than the twenty-fifth (25th) day after the earlier of the day on which it received notification and the day on which it had knowledge of any act, omission or other matter giving rise to the policy grievance.

18.43 The Employer and the Alliance shall normally reply to the grievance within sixty (60) days when the grievance is presented.

18.44 The Employer or the Alliance, as the case may be, may by written notice to officer-in-charge abandon a grievance.

18.45 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause the Employer or the Alliance to abandon the grievance or refrain from exercising the right to present a grievance, as provided in this Collective Agreement.

18.46 Reference to Adjudication

(1) A party that presents a policy grievance may refer it to adjudication.

(2) When a policy grievance has been referred to adjudication and a party to the grievance raises an issue involving the interpretation or application of the *Canadian Human Rights Act*, that party must, in accordance with the regulations, give notice of the issue to the Canadian Human Rights Commission.

(3) The Canadian Human Rights Commission has standing in adjudication proceedings for the purpose of making submissions regarding an issue referred to in subsection (2).

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Expedited Adjudication

18.47 The parties agree that any adjudicable grievance may be referred to the following expedited adjudication process:

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- (a) At the request of either party, a grievance that has been referred to adjudication may be dealt with through Expedited Adjudication with the consent of both parties.
- (b) When the parties agree that a particular grievance will proceed through Expedited Adjudication, the Alliance will submit to the PSLRB the consent form signed by the grievor or the bargaining agent.
- (c) The parties may proceed with or without an Agreed Statement of Facts. When the parties arrive at an Agreed Statement of Facts it will be submitted to the PSLRB or to the Adjudicator at the hearing.
- (d) No witnesses will testify.
- (e) The Adjudicator will be appointed by the PSLRB from among its members who have had at least three (3) years experience as a member of the Board.
- (f) Each Expedited Adjudication session will take place in Ottawa, unless the parties and the PSLRB agree otherwise. The cases will be scheduled jointly by the parties and the PSLRB, and will appear on the PSLRB schedule.
- (g) The Adjudicator will make an oral determination at the hearing, which will be recorded and initialled by the representatives of the parties. This will be confirmed in a written determination to be issued by the Adjudicator within five (5) days of the hearing. The parties may, at the request of the Adjudicator, vary the above conditions in a particular case.
- (h) The Adjudicator's determination will be final and binding on all the parties, but will not constitute a precedent. The parties agree not to refer the determination to the Federal Court.

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ARTICLE 25
HOURS OF WORK

Day Work

25.06 Except as provided for in clauses 25.09, 25.10, 25.11 and 25.13:

(a) the normal work week shall be thirty-seven decimal five (37.5) hours

(b) from Monday to Friday inclusive,

(c) the normal work day shall be seven decimal five (7.5) consecutive hours, exclusive of a lunch period,

and

(d) between the hours of 6 a.m. and 6 p.m.

25.07 Employees shall be informed by written notice of their scheduled hours of work. Any changes to the scheduled hours shall be by written notice to the employee(s) concerned.

25.08 Flexible Hours

Subject to operational requirements, an employee on day work shall have the right to select and request flexible hours between 6 a.m. and 6 p.m. and such request shall not be unreasonably denied.

25.09 Variable Hours

(a) Notwithstanding the provisions of clause 25.06 (a) and (c), upon request of an employee and the concurrence of the Employer, an employee may complete the weekly hours of employment in a period of other than five (5) full days provided that over a period of fourteen (14), twenty-one (21) or twenty-eight (28) calendar days, the employee works an average of thirty-seven decimal five (37.5) hours per week.

(b) In every fourteen (14), twenty-one (21) or twenty-eight (28) day period, the employee shall be granted days of rest on such days as are not scheduled as a normal work day for the employee.

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Clauses 25.13 to 25.23 inclusive, pertaining to shift work, do not apply to employees classified as IS. In the case of employees classified as WP, these clauses apply only to employees of the Correctional Service Canada who are employed in Community Correctional Centres and to those employed in higher security institutions in leisure, social, cultural or athletic activities.¶

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(i) This Article does not apply to certain employees classified as ST, CR and AS (see provisions of Appendix "B").¶
(ii) The standard shift schedule described in clause 25.17 does not apply to certain employees classified as WP.¶

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- (c) Employees covered by this clause shall be subject to the variable hours of work provisions established in clauses 25.24 to 25.27.

25.10 Summer and winter hours

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

Shift Work

25.20

- (a) An employee who is required to change his or her scheduled shift without receiving at least forty-eight (48) hours' notice in advance of the starting time of such change in his or her scheduled shift, shall be paid for the first (1st) shift worked on the revised schedule at the rate of time and one-half (1 1/2) for the first (1st) seven decimal five (7.5) hours and double (2) time thereafter. Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to Article 28, Overtime.
- (b) Every reasonable effort will be made by the Employer to ensure that the employee returns to his or her original shift schedule and returns to his or her originally scheduled days of rest for the duration of the master shift schedule without penalty to the Employer.

25.23 Variable Shift Schedule Arrangements

- (a) Notwithstanding the provisions of clauses 25.06 and 25.13 to 25.21 inclusive, consultation may be held at the local level with a view to establishing shift schedules which may be different from those established in clause 25.13. Such consultation will include all aspects of arrangements of shift schedules.
- (b) Both parties will endeavour to meet the preferences of the employees in regard to such arrangements.
- (c) 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 the operational requirements as determined by the Employer.

Deleted: 25.11¶
 (a) Where hours of work, other than those provided in clause 25.06, are in existence when this Agreement is signed, the Employer, on request, will consult with the Alliance on such hours of work and in such consultation will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service.¶
 (b) Where hours of work are to be changed so that they are different from those specified in clause 25.06, the Employer, except in cases of emergency, will consult in advance with the Alliance on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service. In no case shall the hours under clause 25.06 extend before 6:00 a.m. or beyond 9:00 p.m. or alter the Monday to Friday work week or the seven decimal five (7.5) consecutive hours work day.¶
 (c) Within five (5) days of notification of consultation served by either party, the parties shall notify one another in writing of the representative authorized to act on their behalf for consultation purposes. Consultation will be held at the local level for fact finding and impleme... [2]

Deleted: 25.17 Except as provided for in clauses 25.22 and 25.23, the standard shift schedule is:¶ ... [3]

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 (a) Where shifts, other than those provided in clause 25.17, are in ex... [4]

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(d) Employees covered by this clause shall be subject to the Variable Hours of Work provisions established in clauses 25.24 to 25.27, inclusive.

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Terms and Conditions Governing the Administration of Variable 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:

(e) **Designated Paid Holidays (clause 30.08)**

- (i) A designated paid holiday shall account for seven decimal five (7.5) hours.
- (ii) When an employee works on a Designated Paid Holiday, the employee shall be compensated, in addition to the pay for the hours specified in sub-paragraph (i), at time and one-half (1 1/2) up to his or her regular scheduled hours worked and at double (2) time for all hours worked in excess of his or her regular scheduled hours.

Deleted: (d) Overtime (clauses 28.06 and 28.07)¶
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-quarter (1 3/4)¶

Note: The Employer wishes to discuss the application of this clause.

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ARTICLE 26
SHIFT PRINCIPLE

26.01

(a) When a full-time indeterminate employee is required to attend one of the following proceedings outside a period which extends before or beyond three (3) hours his or her scheduled hours of work on a day during which he or she would be eligible for a Shift Premium, the employee may request that his or her hours of work on that day be scheduled between 6 a.m. and 6 p.m.; such request will be granted provided there is no increase in cost to the Employer. In no case will the employee be expected to report for work or lose regular pay without receiving at least twelve (12) hours of rest between the time his or her attendance was no longer required at the proceeding and the beginning of his or her next scheduled work period.

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(i) Public Service Labour Relations Board Proceedings

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Clauses 14.01, 14.02, 14.04, 14.05 and 14.06.

(ii) Contract Negotiation and Preparatory Contract Negotiation Meetings

Clauses 14.09 and 14.10.

(iii) Personnel Selection Process

Article 48.

(iv) To write Provincial Certification Examinations which are a requirement for the continuation of the performance of the duties of the employee's position.

(v) Training Courses which the employee is required to attend by the Employer.

(b) Notwithstanding paragraph (a), proceedings described in subparagraph (v) are not subject to the condition that there be no increase in cost to the Employer.

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ARTICLE 27
SHIFT AND WEEKEND PREMIUMS

Excluded provisions

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

27.01 Shift Premium

An employee working on shifts scheduled pursuant to clauses 25.13 to 25.23, will receive a shift premium of two dollars (\$2.00) 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 scheduled pursuant to clauses 25.13 to 25.23 during a weekend will receive an additional premium of two dollars (\$2.00) 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.

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ARTICLE 28
OVERTIME

28.04 General

- (a) An employee is entitled to overtime compensation under clauses 28.06, 28.07 and 28.08 for each completed period of fifteen (15) minutes of overtime worked by him or her:
 - (i) when the overtime work is authorized in advance by the Employer or is in accordance with standard operating instructions,
 - and
 - (ii) when the employee does not control the duration of the overtime work.

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28.02 This Article does not apply to certain employees classified as ST, CR or AS (see provisions of Appendix "B").¶
28.03 Paragraph 28.06(b) does not apply to certain employees of the Department of Citizenship and Immigration.¶
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28.06 Overtime Compensation on a workday

Subject to paragraph 28.04(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 or for actual overtime worked at the applicable overtime rate, whichever is the greater;

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in the case of an emergency as determined by the Employer, when an employee classified as WP is required to work more than twenty-four (24) consecutive hours, the employee shall be compensated at the rate of double (2) time for all hours continuously worked in excess of twenty-four (24) hours;¶

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Alternate Provision

employees who are required to clear commercial transport on a scheduled work day at a time which is not contiguous to the normal hours of work, shall be paid a minimum of two (2) hours' pay at straight time or

actual overtime worked at the applicable overtime rate, whichever is greater;

28.07 Overtime Compensation on a day of rest

Subject to paragraph 28.04(a):

- (a) an employee who is required to work on a day of rest is entitled to compensation at time and one-half (1 1/2) for the first (1st) seven decimal five (7.5) hours and double (2) time thereafter;
- (b) an employee who is required to work on two, or more consecutive and contiguous days of rest is entitled to compensation at double (2) time for all hours worked on the second and each consequent day of rest;
- (c) when an employee is scheduled to report for work and reports on a day of rest, the employee shall be paid the greater of:
 - (i) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay, except that this minimum shall only apply once during a single eight (8) hour period, starting when the employee first commences the work.
 - or
 - (ii) compensation at the applicable overtime rate;
- (d) the minimum payment referred to in subparagraph (c)(i), does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 62.05;

Deleted: (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 62.05 or 62.06;¶

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28.08 Call-Back Pay

Call-Back on a Regular Work Day or Day of Rest

- (a) an employee who is called back to work on a day of rest or 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 except that this minimum shall only apply once during a single eight (8) hour period, starting when the employee first commences the work.

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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;

(b) the minimum payment referred to in subparagraph (a)(i), does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 62.06;

Call-Back Worked from a Remote Location

(c) If an employee receives a call to duty and works a minimum of fifteen (15) minute period at his or her residence or at another place to which the Employer agrees:

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

or

(ii) on the employee's day of rest,

or

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

the employee shall be paid the greater of:

(A) compensation at the applicable overtime rate for the actual time worked,

or

(B) compensation equivalent to one (1) hour's pay at the straight-time rate except that this minimum shall only apply once during a single eight (8) hour period, starting when the employee first commences the work.

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

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28.09 Compensation in cash or leave with pay

- (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 pay cash overtime compensation by the sixth (6th) week after which the employee submits the request for payment.
- (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.
- (e) At the request of the employee and with the approval of the Employer, accumulated compensatory leave may be paid out, in whole or in part, once per fiscal year, 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 time of the request.

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28.10 Meals

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed his or her expenses for one meal in the amount of ten dollars (\$10.00) except where free meals are provided. 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.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in paragraph (a), the employee shall be reimbursed for one additional meal in the amount of ten dollars (\$10.00) for each additional four (4)-hour period of overtime

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worked thereafter, except where free meals are provided. 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.

~~(c)~~ 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.

Deleted: (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.

28.11 Transportation expenses

(a) When an employee is required to report for work and reports under the conditions described in paragraphs 28.06(b), ~~28.07(c)~~ and 28.08(a), and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

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(i) allowance to a maximum of fifty (50) kilometres per travel (maximum roundtrip of one-hundred (100) km) between the employee's workplace and residence at the rate normally paid to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of his or her own automobile,

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or

(ii) out-of-pocket expenses for other means of commercial transportation.

(b) Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

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ARTICLE 29
STANDBY

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

29.02

- (a) An employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone number and be readily available to return for duty as quickly as possible, and within a reasonable timeframe as determined by the Employer, if called.
- (b) In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.
- (c) No standby payment shall be granted if an employee is unable to report for duty when required.
- (d) An employee on standby who is required to report for work and reports shall be compensated in accordance with clause 28.08 and is also eligible for reimbursement of transportation expenses in accordance with clause 28.11.

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ARTICLE 30
DESIGNATED PAID HOLIDAYS

30.09 Reporting for Work on a Designated Holiday

When an employee is scheduled to report for work and reports on a designated holiday which is not the employee's scheduled day of work, the employee shall be compensated in accordance with clauses 28.07(c), 28.09 and 28.11.

30.10 Call-Back on a Designated Holiday

When an employee is called-back to work on a designated holiday which is not the employee's scheduled day of work, the employee shall be paid in accordance with clauses 28.08, 28.09 and 28.11.

Deleted: 30.01 Excluded Provisions¶
Certain employees classified as ST, CR and AS (see Appendix "B") are excluded from clauses 30.06 to 30.09.

Deleted: (a) When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of:¶
(i) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each reporting to a maximum of eight (8) hours' compensation in an eight (8) hour period; such maximum shall include any reporting pay pursuant to paragraph 28.06(c);¶
or¶
(ii) compensation in accordance with the provisions of clause 30.08.¶
(b) The minimum payment referred to in subparagraph (a)(i) does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 62.09 of this Agreement.¶
(c) When an employee is required to report for work and reports under the conditions described in paragraph (a) and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:¶
(i) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of his or her own automobile,¶
or¶
(ii) out-of-pocket expenses for other means of commercial transportation.¶
(d) Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

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ARTICLE 32
TRAVELLING TIME

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

- (a) on a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day;
(b) on a normal working day on which the employee travels and works, the employee shall be paid:
(i) his 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.

32.07 For the purpose of paragraphs 32.06 (b) and (c), should a period of work and travel continue into the next day, the employee's total travel period will be deemed to have taken place on the day it started.

32.08

Upon request of an employee and with the approval of the Employer, compensation at the overtime rate earned under this Article may be granted in compensatory leave with pay and administered in accordance with paragraphs 28.09(c), (d) and (e).

32.09 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

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during a fiscal year shall be granted seven decimal five (7.5) hours of time off with pay. The employee shall be credited with one additional seven decimal five (7.5) hours of time off 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.

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(c) This leave with pay is deemed to be compensatory leave and is subject to paragraphs 28.09(c), (d) ~~and (e)~~.

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(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.

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**ARTICLE 33
LEAVE GENERAL**

Deleted: 33.10 When an employee who is in receipt of a special duty allowance or an extra duty allowance is granted leave with pay, the employee is entitled during the employee's period of leave to receive the allowance if the special or extra duties in respect of which the employee is paid the allowance were assigned to the employee on a continuing basis, or for a period of two (2) or more months prior to the period of leave.¶

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ARTICLE 34
VACATION LEAVE WITH PAY

Accumulation of Vacation Leave Credits

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:

- (a) nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's eighth (8th) year of service occurs;
(b) twelve decimal five (12.5) hours commencing with the month in which the employee's eighth (8th) 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;
(e) fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18th) 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;
(g) eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;

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) Subject to the following subparagraphs, the Employer reserves the right to schedule an employee's vacation leave earned in the current or prior year(s) but shall make every reasonable effort:

Deleted: (h) however, an employee who has received or is entitled to receive furlough leave shall have the vacation leave credits earned under this clause, reduced by three decimal one two five (3.125) hours per month from the beginning of the month in which the employee's twentieth (20th) anniversary of service occurs until the beginning of the month in which the employee's twenty-fifth (25th) anniversary of service occurs.¶

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- (i) to provide an employee’s vacation leave in an amount and at such time as the employee may request;
- (ii) not to recall an employee to duty after the employee has proceeded on vacation leave;
- (iii) not to cancel nor alter a period of vacation or furlough leave which has been previously approved in writing.

Carry-Over and/or Liquidation of Vacation Leave

34.11

- (a) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave up to a maximum of two hundred and ~~twenty-five, (225)~~ hours credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and ~~twenty-five, (225)~~ hours shall be automatically paid in cash at his or her daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.
- (b) Notwithstanding paragraph (a), if on March 31, 1999 or on the date an employee becomes subject to this Agreement after March 31, 1999, an employee has more than two hundred and ~~twenty five, (225)~~ hours of unused vacation leave credits, a minimum of seventy-five (75) per year shall be granted or paid in cash by March 31st of each year, commencing on March 31, 2000 until all vacation leave credits in excess of two hundred and ~~twenty-five, (225)~~ hours have been liquidated. Payment shall be in one instalment per year and shall be at the employee’s daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31st of the applicable previous vacation year.

Deleted: 34.08 Advance Payments¶
 (a) The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee’s vacation period commences.¶
 (b) Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to the commencement of leave. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.¶

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Leave When Employment Terminates

34.14 Notwithstanding clause 34.13, an employee whose employment is terminated for cause pursuant to Section ~~12(1)(e)~~ of the *Financial Administration Act* by reason of abandonment of his or her position is entitled to receive the payment referred to in clause 34.13, if he or she requests it within six (6) months following the date upon which his or her employment is terminated.

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34.16 Appointment to a Separate Agency

Deleted: Employer

Notwithstanding clause 34.13, an employee who resigns to accept an appointment with an organization listed in Schedule V of the Financial Administration Act, may choose not to be paid for unused vacation and furlough leave credits, provided that the appointing organization will accept such credits.

Deleted: Part II of Schedule I of the Public Service Staff Relations Act

34.17 Appointment from a Separate Agency

Deleted: Employer

The Employer agrees to accept the unused vacation and furlough leave credits up to a maximum of two hundred and twenty five, (225) hours of an employee who resigns from an organization listed in Schedule V of the Financial Administration Act in order to take a position with the Employer if the transferring employee is eligible and has chosen to have these credits transferred.

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34.18

Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 34.03.

Deleted: (a)

Deleted: (b) **Transitional Provisions** ¶
Effective on March 14, 2005, employees with more than two (2) years of service, as defined in clause 34.03, shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay.¶
(c) The vacation leave credits provided in clauses 34.18(a) and (b) above shall be excluded from the application of paragraph 34.11 dealing with the Carry-over and/or Liquidation of Vacation Leave.¶

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ARTICLE 35
SICK LEAVE WITH PAY

Credits

35.01

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.

Deleted: (a)

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.

Deleted: (b) A shift worker shall earn additional sick leave credits at the rate of 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 sick leave credits during the current fiscal year.¶

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).

For greater certainty, the Employer may at any time request a medical certificate which shall be obtained by the employee or obtain a medical opinion from Health Canada or its authorized agent on the employee's ability to perform all or some of his or her duties.

35.08 The Employer agrees that an employee shall not be terminated for cause for reasons of incapacity pursuant to Section 12(1)(e) of the *Financial Administration Act* at a date earlier than the date at which the employee will have utilized his or her accumulated sick leave credits, except where the incapacity is the result of an injury or illness for which Injury on Duty Leave has been granted pursuant to Article 37.

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ARTICLE 38
MATERNITY LEAVE WITHOUT PAY

Note: The Employer wishes to incorporate in the collective agreement, the language of the Memorandum of Agreement signed on December 24, 2005.

38.02 Maternity Allowance

- (i) Where an employee becomes eligible for a pay increment or pay revision that would increase the maternity allowance, the allowance shall be adjusted accordingly.

Deleted: while in receipt of the maternity allowance,

Deleted: 38.04 Transitional Provisions¶

If, on the date of signature of this Agreement, an employee is currently on maternity leave without pay or has requested a period of maternity leave but has not commenced the leave, 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.¶

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ARTICLE 39
MATERNITY-RELATED REASSIGNMENT OR LEAVE

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 avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain a medical opinion from Health Canada or its authorized agent.

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Deleted: 39.07 Notwithstanding 39.05, for an employee working in an institution where she is in direct and regular contact with offenders, if 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 pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than at the time the employee proceeds on Maternity Leave Without Pay or the termination date of the pregnancy, whichever comes first.¶

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ARTICLE 40
PARENTAL LEAVE WITHOUT PAY

Note: The Employer wishes to incorporate in the collective agreement, the language of the Memorandum of Agreement signed on December 24, 2005.

40.02 Parental Allowance

- (i) Where an employee becomes eligible for a pay increment or pay revision that would increase the parental allowance, the allowance shall be adjusted accordingly.

- (k) The maximum combined, shared maternity and parental allowances payable under this collective agreement, shall not exceed fifty-two (52) weeks.

Deleted: while in receipt of parental allowance

Deleted: 40.04 Transitional Provisions¶

If, on the date of signature of this Agreement, any employee is currently on parental 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.¶

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ARTICLE 41

LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY

41.03 Subject to clause 41.02, an employee may be granted leave without pay for the care of family in accordance with the following conditions:

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- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
- (b) leave granted under this article shall be for a minimum period of three (3) weeks;
- (c) the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the Public Service;
- (d) leave granted for a period of one (1) year or less shall be scheduled subject to operational requirements.

Deleted: in a manner which ensures continued service delivery

Deleted: Transitional provisions¶ 41.06¶

These transitional provisions are applicable to employees who have been granted and have proceeded on leave on or after the date of signature of this agreement.¶

(a) An employee who, on the date of signature of this agreement, is on Leave Without Pay for the Long-Term Care of a Parent or on Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of a previous agreement continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.¶

(b) An employee who becomes a member of the bargaining unit on or after the date of signature of this agreement and who is on Leave Without Pay for the Long-Term Care of a Parent or on Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of another agreement, continues on that leave for the approved duration or until the employee's return to work before the end of the approved leave.¶

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**ARTICLE 42
VOLUNTEER LEAVE**

NOTA: To be discussed in the context of repackaging various leave provisions

Deleted: 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 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.¶

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ARTICLE 43
LEAVE WITH PAY FOR
FAMILY-RELATED RESPONSIBILITIES

NOTA: To be discussed in the context of repackaging various leave provisions

Deleted: 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 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.¶

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

43.03 Subject to clause 43.02, 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;¶

<#>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.¶

43.04 Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under 43.03(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.¶

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ARTICLE 46
BEREAVEMENT LEAVE WITH PAY

46.02 When a member of the employee's immediate family dies, an employee shall be entitled to a single bereavement period of five (5) consecutive calendar 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.

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ARTICLE 47
COURT LEAVE

47.01 The Employer shall grant leave with pay to an employee for the period of time he or she is compelled:

- (a) to be available for jury selection;
- (b) to serve on a jury;
- (c) by subpoena, summons or other legal instrument to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice,
 - (ii) before a court, judge, justice, magistrate or coroner,
 - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position,
 - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,or
 - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

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ARTICLE 48
PERSONNEL SELECTION LEAVE

48.01 Where an employee participates in a personnel selection process, including the appeal process where applicable, for a position in the Public Service, as defined in the *Public Service Labour Relations Act*, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his or her presence is so required.

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ARTICLE 52

LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

52.01 At its discretion, the Employer may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for duty; such leave shall not be unreasonably withheld;
- (b) in exceptional circumstances, leave with or without pay for purposes other than those specified in this Agreement.

NOTA: To be discussed in the context of repackaging various leave provisions

Deleted: 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 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.¶

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ARTICLE 54
STATEMENT OF DUTIES

54.01 Upon written request, an employee shall be provided with a copy of the official statement of the duties and responsibilities of his or her position, including the classification level and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization.

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ARTICLE 58
PENOLOGICAL FACTOR ALLOWANCE

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58.01 A Penological Factor Allowance shall be payable to incumbents in some positions in the bargaining unit which are in Correctional Service Canada, subject to the following conditions.¶
58.02 The Penological Factor Allowance is used to provide additional compensation to an incumbent of a position who, by reason of duties being performed in a penitentiary, as defined in the *Corrections and Conditional Release Act* as amended from time to time, assumes additional responsibilities for the custody of inmates other than those exercised by the Correctional Group.¶
58.03 The payment of the allowance for the Penological Factor is determined by designated security level of the penitentiary as determined by the Correctional Service of Canada. For those institutions with more than one (1) designated security level (i.e. multi-level institutions), the PFA shall be determined by the highest security level of the institution.¶
Amount of PFA¶
58.04¶
Penological Factor
Designated Security level of the Penitentiary ... [6]

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ARTICLE 59
OFFENDER SUPERVISION ALLOWANCE

Deleted: Excluded provisions¶
Employees who are eligible for the Penological Allowance are not covered by this Article.¶

59.01 The Offender Supervision Allowance is used to provide additional compensation to an incumbent of a Parole Officer position who is employed in the community and who, by reason of duties being performed in relation to the conditional release of offenders, as defined in the *Corrections and Conditional Release Act*, assumes responsibilities for the regular supervision of offenders.¶

59.02 The value of the Offender Supervision Allowance is one thousand eight hundred dollars (\$1800) per annum. This allowance shall be paid on the same basis as the employee's regular pay. An employee shall be entitled to receive the allowance for any month in which he or she receives a minimum of ten (10) days' pay in a position to which the allowance applies.¶

59.03 The Offender Supervision Allowance shall not form part of an employee's salary except for the purposes of the following benefit plans:¶
Public Service Superannuation Act
Public Service Disability Insurance Plan
Canada Pension Plan
Quebec Pension Plan
Employment Insurance
Government Employees Compensation Act
Flying Accident Compensation Regulations¶

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ARTICLE 60
WASH-UP TIME

ARTICLE 62
PART-TIME EMPLOYEES

Deleted: 60.01 Where the Employer determines that due to the nature of work there is a clear cut need, wash-up time up to a maximum of ten (10) minutes will be permitted before the end of the working day.¶
-----Section Break (Next Page)-----

62.01 Definition

Part-time employee means an employee whose weekly scheduled hours of work on average in a same position are less than those established in Article 25, but not less than those prescribed in the *Public Service Labour Relations Act*.

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General

62.02 Unless otherwise specified in this Article, part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal weekly hours of work in a same position compared with thirty-seven decimal five (37.5) hours.

62.04 The days of rest provisions of this Agreement apply only in a week when a part-time employee has worked five (5) days at straight time in the same position or thirty-seven decimal five (37.5) hours at straight time in the same position.

Specific Application of this Agreement

62.05 Reporting Pay

Subject to clause 62.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with sub-paragraph 28.07(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 sub-paragraphs 28.07(c)(i) or 28.08(a)(i), the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate of pay.

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62.06 Call-Back

When a part-time employee meets the requirements to receive call-back pay in accordance with sub-paragraph 28.08(a)(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 payment of four (4) hours pay at the straight-time rate.

62.10 Vacation Leave

Deleted: (h) however, a part-time employee who has received or is entitled to receive furlough leave shall have his or her vacation leave credits earned reduced by .083 multiplied by the number of hours in the part-time workweek, beginning in the month in which the twentieth (20th) anniversary of service occurs until the beginning of the month in which his or her twenty-fifth (25th) anniversary of service occurs.¶

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ARTICLE 63
SEVERANCE PAY

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

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

(i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to Section 12(1)(e) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

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(ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence pursuant to Section 12(1)(d) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

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63.02 To be discussed

63.03 Appointment to a Separate Agency organization

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Notwithstanding paragraph 63.01(b), an employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* may choose not to be paid severance pay provided that the appointing organization will accept the employee's Schedules I and IV of the *Financial Administration Act* service for its severance pay entitlement.

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ARTICLE 66
DURATION

66.01 This Agreement shall expire on,

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66.02 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is signed.

66.03 The provisions of this Collective Agreement shall be implemented by the parties within a period of one hundred and fifty (150) days from the date of signing.

NOTA: The Employer reserves the right to present proposals regarding the date on which the provisions of the new agreement become effective, on the duration of the agreement, as well as on the implementation of the retroactive period of the agreement, where applicable.

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APPENDIX "A-1"

The Employer wishes to discuss a new approach to pay.

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APPENDIX "A-2"

The Employer wishes to discuss the pay notes with a view to consolidate and simplify the administration.

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APPENDIX "B"

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This memorandum is to give effect to the agreement reached between the Employer and the Alliance respecting sessional leave for certain employees of the Translation Bureau.¶

This memorandum of agreement shall apply to employees classified as AS, CR and ST who are assigned in the operational sections serving Parliament (Parliamentary Committees, Parliamentary Debates, Parliamentary Documents and Parliamentary Interpretation Services) and who share the same working conditions as members of the Translation bargaining unit who are eligible to Parliamentary Leave.¶ Notwithstanding the provisions of this Agreement, the following is agreed:¶

1. Sessional Leave¶

(a) In addition to their vacation leave with pay, employees assigned to operational translation and interpretation sections serving Parliament shall receive special compensation in the form of sessional leave.¶

(b) The maximum number of days of sessional leave is forty (40) per fiscal year.¶

(c) An employee is entitled to a number of days of sessional leave equal to the maximum number of days multiplied by a fraction in which the numerator corresponds to the number of the employee's sessional work days during the fiscal year and the denominator corresponds to the number of days that the House of Commons was in session during that fiscal year.¶

(d) The granting of sessional leave is subject to operational requirements and such leave must normally be taken during periods of low demand in the fiscal year for which it is granted. If operational requirements do not permit the Employer to grant sessional leave during the fiscal year, such leave must be granted before the end of the following fiscal year. ... [7]

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APPENDIX "C"

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WITH RESPECT TO THE CLASSIFICATION REVIEW¶

Unless otherwise agreed with the Alliance, the Employer agrees not to enter into collective bargaining with respect to modifications to the PA rates of pay related to classification review during the life of the present agreement until notice to bargain has been served.¶

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APPENDIX "D"

MEMORANDUM OF UNDERSTANDING
WITH RESPECT TO A JOINT LEARNING PROGRAM The Employer wishes
to discuss this program

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APPENDIX "E"

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WORK FORCE ADJUSTMENT

The Employer reserves the right to make proposals on this appendix.

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APPENDIX "F"

APPENDIX "G"

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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, Operational Services, Technical Services and Education and Library Sciences bargaining units.¶

The parties agree to the formation of a joint committee made up of an equal number of PSAC and Employer representatives to review the work force adjustment provisions. This committee shall meet within one hundred and twenty (120) days of the signing of the collective agreements.¶

The committee will report its findings and, if applicable, its recommendations to the parties.¶

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Deleted: LETTER OF INTENT BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA REGARDING EMPLOYEES IN THE PM GROUP PERFORMING FUNCTIONS ASSOCIATED WITH THE SERVICE DELIVERY SPECIALISTS AND MEDICAL ADJUDICATOR POSITIONS IN THE INCOME SECURITY PROGRAM¶

To address the issue raised at the table concerning Human Resources Development Canada (HRDC), the Employer will ensure the Memorandum of Settlement signed between HRDC and the National Health and Welfare Union with respect to employees in the PM group performing functions associated with the Service Delivery Specialists and Medical Adjudicator positions in the Income Security Program is applied consistently.¶

The text of the above-mentioned ... [8]

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APPENDIX "H"

APPENDIX "I"

APPENDIX "J"

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This memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in respect of the implementation period of the collective agreement.¶

The provisions of this Collective Agreement shall be implemented by the parties within a period of one hundred and fifty (150) days from the date of signing.¶

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March 14, 2005¶
Ms. Nycole Turmel
National President
Public Service Alliance of Canada
233 Gilmour Street
Ottawa, Ontario K2P 0P1¶

Re: Whistleblowing¶

Dear Ms. Turmel:¶

This letter is to follow up on discussions that took place during the course of negotiations on the subject of Whistleblowing.¶

Employees who make a disclosure of wrongdoing during a Parliamentary proceeding, official enquiry, to a supervisor or designated senior officer in their department, or to the Public Service Integrity Officer, whether it concerns a misuse of public funds, an illegal act, gross mismanagement or a substantial and specific danger to health or safety, shall be protected from reprisal, in [9]

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APPENDIX "K"
International Escorts

To be discuss

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(a) The following directives, as amended from time to time by National Joint Council recommendation and which have been approved by the Treasury Board of Canada, form part of this Agreement:

Bilingualism Bonus Directive

Commuting Assistance Directive

Foreign Service Directives

Health / Safety

Boiler and Pressure Vessels Directive

Committees and Representatives Directive

Hazardous Substances Directive

Electrical Directive

Elevated Work Structures Directive

Elevating Devices Directive

First-Aid Allowance Directive

First-Aid Safety and Health Directive

Hazardous Confined Spaces Directive

Materials Handling Safety Directive

Motor Vehicle Operations Directive

Noise Control and Hearing Conservation Directive

Personal Protective Equipment and Clothing Directive

Pesticides Directive

Refusal to Work Directive

Sanitation Directive

Tools and Machinery Directive

Use and Occupancy of Buildings Directive

Isolated Posts and Government Housing Directive

Memorandum of Understanding on the Definition of Spouse

NJC Relocation – IRP Directive

Public Service Health Care Plan Directive

Travel Directive

Uniforms Directive

(b) During the term of this Agreement, other directives may be added to the above noted list.

25.11

(a) Where hours of work, other than those provided in clause 25.06, are in existence when this Agreement is signed, the Employer, on request, will consult with the Alliance on such hours of work and in such consultation will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service.

(b) Where hours of work are to be changed so that they are different from those specified in clause 25.06, the Employer, except in cases of emergency, will consult in advance with the Alliance on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service. In no case shall the hours under clause 25.06 extend before 6:00 a.m. or

beyond 9:00 p.m. or alter the Monday to Friday work week or the seven decimal five (7.5) consecutive hours work day.

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

(d) It is understood by the parties that this clause will not be applicable in respect of employees whose work week is less than thirty-seven decimal five (37.5) hours per week.

25.12

(a) An employee on day work whose hours of work are changed to extend before or beyond the stipulated hours of 7:00 a.m. and 6:00 p.m., as provided in paragraph 25.06(b), and who has not received at least seven (7) days' notice in advance of the starting time of such change, shall be paid for the first (1st) day or shift worked subsequent to such change at the rate of time and one-half (1 1/2) for the first seven decimal five (7.5) hours and double (2) time thereafter. Subsequent days or shifts worked on the revised hours shall be paid for at straight time, subject to Article 28, Overtime.

(b) **Late Hour Premium**

An employee who is not a shift worker and who completes his work day in accordance with the provisions of paragraph 25.11(b) shall receive a Late Hour Premium of seven dollars (\$7) per hour for each hour worked before 7:00 a.m. and after 6:00 p.m. The Late Hour Premium shall not apply to overtime hours.

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Thibodeau, Marc

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25.17 Except as provided for in clauses 25.22 and 25.23, the standard shift schedule is:

(a) 12 midnight to 8 a.m.; 8 a.m. to 4 p.m.; 4 p.m. to 12 midnight;
or alternatively

(b) 11 p.m. to 7 a.m.; 7 a.m. to 3 p.m.; 3 p.m. to 11 p.m.

Alternate provision

For employees of the Correctional Service Canada classified as WP who are employed in Community Correctional Centres and to those employed in higher security institutions in leisure, social, cultural or athletic activities, shifts shall not commence earlier than 0700 hours and end not later than 2300 hours.

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Thibodeau, Marc

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25.22

(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.

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(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.

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General

58.01 A Penological Factor Allowance shall be payable to incumbents in some positions in the bargaining unit which are in Correctional Service Canada, subject to the following conditions.

58.02 The Penological Factor Allowance is used to provide additional compensation to an incumbent of a position who, by reason of duties being performed in a penitentiary, as defined in the *Corrections and Conditional Release Act* as amended from time to time, assumes additional responsibilities for the custody of inmates other than those exercised by the Correctional Group.

58.03 The payment of the allowance for the Penological Factor is determined by designated security level of the penitentiary as determined by the Correctional Service of Canada. For those institutions with more than one (1) designated security level (i.e. multi-level institutions), the PFA shall be determined by the highest security level of the institution.

Amount of PFA

58.04

Penological Factor		
Designated Security level of the Penitentiary		
Maximum	Medium	Minimum
\$2,000	\$1,000	\$600

Application of PFA

58.05 Penological Factor Allowance shall only be payable to the incumbent of a position on the establishment of, or loaned to, Correctional Staff Colleges, Regional Headquarters, and National Headquarters, when the conditions described in clause 58.02 above are applicable.

58.06 The applicability of PFA to a position and the position's level of PFA entitlement, shall be determined by the Employer following consultation with the Alliance.

58.07 Except as prescribed in clause 58.10 below, an employee shall be entitled to receive PFA for any month in which he or she receives a minimum of ten (10) days' pay in a position(s) to which PFA applies.

58.08 Except as provided in clause 58.09 below, PFA shall be adjusted when the incumbent of a position to which PFA applies, is appointed or assigned duties in another position to which a different level of PFA applies, regardless of whether such appointment or assignment is temporary or permanent, and for each month in which an employee performs duties in more than one position to which PFA applies, the employee shall receive the higher allowance, provided he or she has performed duties for at least ten (10) days as the incumbent of the position to which the higher allowance applies.

58.09 When the incumbent of a position to which PFA applies, is temporarily assigned a position to which a different level of PFA, or no PFA, applies, and when the employee's basic monthly pay entitlement in the position to which he or she is temporarily assigned, plus PFA, if applicable, would be less than his or her basic monthly pay entitlement plus PFA in his or her regular position, the employee shall receive the PFA applicable to his or her regular position.

58.10 An employee will be entitled to receive PFA, in accordance with the PFA applicable to his or her regular position:

(a) during any period of paid leave up to a maximum of sixty (60) consecutive calendar days,

or

(b) during the full period of paid leave where an employee is granted injury-on-duty leave with pay because of an injury resulting from an act of violence from one or more inmates.

58.11 PFA shall not form part of an employee's salary except for the purposes of the following benefit plans:

Public Service Superannuation Act

Public Service Disability Insurance Plan

Canada Pension Plan

Quebec Pension Plan

Employment Insurance

Government Employees Compensation Act

Flying Accident Compensation Regulations

58.12 If, in any month, an employee is disabled or dies prior to establishing an entitlement to PFA, the PFA benefits accruing to the employee or the employee's estate shall be determined in accordance with the PFA entitlement for the month preceding such disablement or death.

MEMORANDUM OF AGREEMENT RESPECTING SESSIONAL LEAVE FOR CERTAIN EMPLOYEES OF THE TRANSLATION BUREAU

This memorandum is to give effect to the agreement reached between the Employer and the Alliance respecting sessional leave for certain employees of the Translation Bureau. This memorandum of agreement shall apply to employees classified as AS, CR and ST who are assigned in the operational sections serving Parliament (Parliamentary Committees, Parliamentary Debates, Parliamentary Documents and Parliamentary

Interpretation Services) and who share the same working conditions as members of the Translation bargaining unit who are eligible to Parliamentary Leave.

Notwithstanding the provisions of this Agreement, the following is agreed:

1. Sessional Leave

- (a) In addition to their vacation leave with pay, employees assigned to operational translation and interpretation sections serving Parliament shall receive special compensation in the form of sessional leave.
- (b) The maximum number of days of sessional leave is forty (40) per fiscal year.
- (c) An employee is entitled to a number of days of sessional leave equal to the maximum number of days multiplied by a fraction in which the numerator corresponds to the number of the employee's sessional work days during the fiscal year and the denominator corresponds to the number of days that the House of Commons was in session during that fiscal year.
- (d) The granting of sessional leave is subject to operational requirements and such leave must normally be taken during periods of low demand in the fiscal year for which it is granted. If operational requirements do not permit the Employer to grant sessional leave during the fiscal year, such leave must be granted before the end of the following fiscal year.
- (e) If an employee is granted sessional leave in advance and, at the end of the fiscal year, has been granted more leave of this type than earned, the maximum number of days referred to in paragraph (b) shall be reduced accordingly.

2. Exclusions

The provisions of Part III of this Agreement, except for clauses 30.01 to 30.05, do not apply to employees who receive sessional leave in accordance with this Memorandum.

**LETTER OF INTENT
BETWEEN THE
TREASURY BOARD OF CANADA
AND THE
PUBLIC SERVICE ALLIANCE OF CANADA
REGARDING EMPLOYEES IN THE PM GROUP
PERFORMING FUNCTIONS ASSOCIATED WITH
THE SERVICE DELIVERY SPECIALISTS AND
MEDICAL ADJUDICATOR POSITIONS IN THE
INCOME SECURITY PROGRAM**

To address the issue raised at the table concerning Human Resources Development Canada (HRDC), the Employer will ensure the Memorandum of Settlement signed between HRDC and the National Health and Welfare Union with respect to employees in the PM group performing functions associated with the Service Delivery Specialists and Medical Adjudicator positions in the Income Security Program is applied consistently. The text of the above-mentioned memorandum is attached for information purposes only.

MEMORANDUM OF SETTLEMENT

Grievance alta.-98-022
(Service Delivery Specialists)

Between

Human Resources Development Canada

referred to as "The Employer"

and

the National Health And Welfare Union, a component of PSAC

referred to as "The Union"

The signatories to this Agreement hereby agree:

1. The Employer recognizes that membership in and licensing by a professional registered nursing association in any jurisdiction in Canada can be considered as part of an individual's learning plan; The Employer does not recognize such membership as an on-going requirement of the positions described below.
2. In support to the Employer's vision to maintain a continuing learning environment which is supportive of individual needs, the Employer recognizes employees performing the functions associated with the Service Delivery Specialists and Medical Adjudicator positions in the Income Security Program, whether in initial disability adjudication, reconsideration, re-assessment, rehabilitation or any similar position relying on a similar body of knowledge, or in positions supervising said specialists or similar positions who as a regular part of their work, rely on the medical knowledge obtained through education and training and/or registration as a Registered Nurse, as individuals who could benefit from the learning plan recognized in paragraph 1.
3. The Employer agrees to reimburse the individuals recognized in the preceding paragraphs, who request such reimbursement, the license and membership fees required to maintain their status as a Registered Nurse in one of the licensing jurisdictions in Canada; reimbursement will be dependent on provision of proof of payment in accordance with established financial reimbursement policies.
4. The reimbursement of the license and membership fees will be done in support of the Employer's commitment to continued learning.
5. The Employer agrees to reimburse the aforementioned license and membership fees retroactively up to March 1997.
6. The Union will withdraw all grievances requesting reimbursement of license and membership fees currently residing at the Final Level of the Employer's grievance procedures.
7. This settlement shall not constitute a precedent and is without prejudice to any position the Employer or the Union may wish to take in future cases, involving similar matters or circumstances.

Date at: March 19, 1999

Originally signed by:

Originally signed by:

Monique Plante
For HRDC

A.J. McIntyre
For NH &WU

LETTER CONCERNING WHISTEBLOWING

March 14, 2005
Ms. Nycole Turmel
National President
Public Service Alliance of Canada
233 Gilmour Street
Ottawa, Ontario K2P 0P1

Re: Whistleblowing

Dear Ms. Turmel:

This letter is to follow up on discussions that took place during the course of negotiations on the subject of Whistleblowing.

Employees who make a disclosure of wrongdoing during a Parliamentary proceeding, official enquiry, to a supervisor or designated senior officer in their department, or to the Public Service Integrity Officer, whether it concerns a misuse of public funds, an illegal act, gross mismanagement or a substantial and specific danger to health or safety, shall be protected from reprisal, including but not limited to dismissal, suspension, demotion and financial penalty. In addition a disclosure may be made to the public in circumstances where the employee believes that a serious offence under an Act of Parliament or the legislature of a province, or an imminent risk of substantial and specific danger to the health or safety of persons or the environment exists, and there is not sufficient time to make the disclosure to the above identified officials.

Employees who believe that a person has taken a reprisal against them, in violation of the principle stated above, shall have the right to file a grievance directly to the final level of the grievance process. Such a grievance may be referred to adjudication as provided by section 92 of the *Public Service Staff Relations Act*.

This letter shall remain in force until Bill C-11, An Act to Establish a Procedure for the Disclosure of Wrongdoings in the Public Sector, including the Protection of Persons who Disclose the Wrongdoings, or any other act to establish a procedure for the disclosure of wrongdoings in the public sector, becomes law.

Sincerely,

Original signed by

Reg Alcock

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY
BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF
CANADA WITH RESPECT TO THE SOCIAL JUSTICE FUND**

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 Program and Administration, Operational Services, Technical Services and Educational and Library Sciences bargaining units.

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 form a joint committee to examine the desirability for the Employer to eventually participate in the funding of the Social Justice Fund established by the PSAC in January 2003.

This joint committee will be composed of an equal number of representatives from the Employer and the PSAC.