

The new collective agreement provides for the maximum economic increases identified in the *Expenditure Restraint Act* at Section 16. It does not provide for the restructuring sought by PAFSO during the course of these negotiations. The TBS was opposed to any form of restructuring and the Public Interest Commission concluded that Section 23 of the *Expenditure Restraint Act* prohibited any form of restructuring, regardless if there was a cost associated with it or not.

The changes include the following:

A new recognition Article, formally recognizing the PAFSO as the exclusive bargaining agent for employees in the FS occupational group.

Article 2 Interpretation and Definitions, Overtime. There is an editorial change to reflect that the scheduled hours of work referred to in the article are those permitted by the collective agreement.

Article 7 Suspension and Discipline. The Article was amended to provide for both disciplinary and non disciplinary demotions. It was also amended to increase the notice period for meetings contemplated by clause 7.01 from 1 days notice to 2 days. Article 42 Employee Performance Reviews has also been moved to the Article immediately preceding the Suspension and Discipline Article, which will require the renumbering of the Articles.

Article 8 Grievance Procedure. The article has been rewritten to reflect the changes made to the *Public Service Labour Relations Act* {PSLRA}. The new PSLRA now identifies 3 different types of grievances. Individual, Group, and Policy grievances. Each type of grievance has its own process.

Article 15 Designated Paid Holidays. Clause 15.04. Clause 15.04 was amended to reflect the reality when more than one holiday falls on a day of rest, i.e. Christmas and Boxing Day. The current language provides for a circumstance where only one {1} holiday falls on a day of rest. The new language now provides for a circumstance where two {2} designated paid holidays fall on an employee's days of rest.

Article 16. Travelling Time. Clause 16.01. Clause 16.01 was amended to reflect the long-standing practice of paying travel compensation for travel in connection with postings.

Article 19. Leave General, Clause 19.02. Clause 19.02 has been deleted from the collective agreement. This clause required employees to...."provide satisfactory validation of the circumstances necessitating any requests for leave with or without pay.." The only exception was vacation leave.

- **Clause 19.05 was also deleted** from the collective agreement. Clause 19.05 required an employee who was laid off, with less than two {2} years of continuous employment, to

reimburse the employer for vacation and sick leave credits used but not earned. This clause was in conflict with clause 19.04 of the FS collective agreement which does not require reimbursement in this circumstance.

- **There was also an additional clause added to Article 19** which recognizes that earned but unused credits e.g. vacation and sick leave credits, are retained by the employee when the agreement is signed or when the employee becomes subject to the agreement.

Article 20, Vacation Leave. Clause 20.04. Clause 20.04 was amended to ensure that new employees who have completed six {6} months of continuous employment are **entitled** to an advance of credits equivalent to the anticipated credits for the vacation year. The current language is discretionary.

- **Clause 20.10** was amended to reflect the fact that vacation leave credits are earned in hours and as a result unused credits are paid out in hours. The clause was also amended by deleting the reference to **furlough** leave as there is no one in the system that would still have **furlough** leave.

- **Clause 20.12** was amended by deleting the reference to **furlough** leave and by **changing the heading** of the clause to reflect the fact that the clause also deals with the **Alteration** of vacation leave.

- **Clause 20.15** was amended to reflect the possibility that an employee who resigns from an organization listed in Schedule V of *the Financial Administration Act* may, by agreement, transfer their unused vacation leave credits.

Article 21 Sick Leave With Pay. Clause 21.02. Clause 21.02 was amended by adding a paragraph [c] to reflect the practice that a statement signed by the employee is normally sufficient to satisfy the condition prescribed by clause 21.02{a}. This statement is to indicate that because of an illness or injury, they were unable to perform their duties

Article 23 Maternity Leave Without Pay. The article was amended in between rounds of negotiations and the changes were posted on our web site. These amendments have now been transposed into the FS collective agreement. The changes were necessary to reflect the changes made to the **Quebec Parental Insurance Plan**.

Article 24 Parental Leave Without Pay. The article was also amended in between rounds with the changes posted on our web site. These amendments have now been incorporated into the revised FS collective agreement. The changes were necessary to reflect the changes made to the **Quebec Parental Insurance Plan**.

Article 25 Leave Without Pay for the Care of Immediate Family Clause 25.02. Clause 25.02 was amended by removing the requirement for a common law partner to be resident with the employee. As well, the word common law spouse was changed to common law partner.

- **Clause 25.03** has been amended to provide for the possibility of the granting of **Compassionate Care Leave**.

Article 26 Leave with pay for family related responsibilities. Clause 26.01. Clause 26.01 was amended to remove the requirement that the common law partner must be resident with the employee to be considered a member of the family for the purposes of the Article. There was also a new clause inserted in the collective agreement that provides for the re-credit of compensatory leave on production of a medical certificate should an employee who was on compensatory leave be granted leave with pay for illness in the family.

Article 28 Marriage Leave. The marriage leave article will be deleted from the FS collective agreement as of the date of signing a new FS collective agreement.

Employees can still access this Article up to the date of signing. **Effective the date of signing, the marriage leave article will be replaced with a new provision under Article 20 Vacation Leave, Clause 20.16.** Clause 20.16 will provide for a “one-time entitlement” of 37.5 hours of vacation leave upon completion of 2 years of “service”. This clause will also apply to employees who have already completed 2 years of service regardless of whether they have taken marriage leave in the past. These employees, as well as employees who have not taken marriage leave, will be credited with an additional 37.5 hours of vacation leave credits on the date of signing the new FS collective agreement. These extra vacation leave credits will be excluded from the cap on the Carry-over and/or the Liquidation of Vacation Leave

Article 30 Bereavement Leave. Clause 30.01 Clause 30.01 has been amended to remove the requirement that a common law partner must be resident with the employee to be identified as “immediate family” for the purpose of the bereavement leave article. Clause 30.01 was also amended by removing the provision which required that the leave taken must include **the day of the funeral**. The intent was to delete the specific notion of a funeral as the focal point for granting this leave and instead allow for a more expansive definition of all faiths and religions by utilizing the phrase of a “memorial commemorating the deceased”. The amended provision allows the employee to determine the 5 consecutive calendar day period which may or may not be working days, so long as the period includes the day of the memorial commemorating the deceased or begins within 2 days following the death.

Article 39 Foreign Service Directives and National Joint Council Agreements Clause 39.02. Clause 39.02 was amended to reflect the fact that these agreements are amended by mutual agreement from time to time and it is the amended version that would form part of the FS collective agreement. There was also an editorial change to reflect the correct section of the PSLRA referred to in clause 39.02.

Article 46 Pay Administration clause 46.07 and Clause 46.08 Clause 46.07 Statement of Duties has been amended by adding the phrase ...”and an organization chart depicting

the position's place in the organization." Currently, employees who ask for a statement of duties are given this information together with the position classification and the point rating allotted by factor. What was missing in order to review the level was the organization chart showing the position's place in the organization.

- **Clause 46.08** Overpayments is a new clause which provides that the rate of recovery cannot be more than 10% of the amount owing provided that recovery at a higher rate would create a hardship. The employee in this situation will no longer have to appear before a committee to plead their case, all that is required is that the employee advise management that a recovery of more than 10% would create a hardship.

Article 48 Term of Agreement The employer had asked the Public Interest Commission to give the departments and PWGSC 150 days to implement the pay provisions of the collective agreement . We have agreed that the 90 day implementation date provided for in the PSLRA is the target date and that the departments and PWGSC will make every reasonable effort to meet this deadline.

Article 50 Medical Appointment for Pregnant Employees Clause 50.01. Clause 50.01 was amended to reflect the fact that leave is recorded in hours. The up to a half a day of reasonable time off has been changed to 3.75 hours of leave with pay. The reference to "reasonable time off" has been deleted.