



Demands

This document represents the initial bargaining demands of the Association of Canadian Financial Officers for the 2014 round of negotiations for the Financial Management (FI) group.

Proposed changes are highlighted in yellow and deletions are indicated with a strike-out of the existing text.

Where Interest based bargaining has been proposed specific language has not been provided. The Association reserves the right to table specific demands in the event that interest based bargaining does not occur or is stopped by either party.

These demands are being submitted without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

ACFO reserves the right to introduce, amend, withdraw its demands or to introduce counter proposals to the Employer's demands.

DEMANDS	
<i>ARTICLE 9- INFORMATION</i>	
9.01 The Employer agrees to supply the Association each quarter month with the name, geographic location, position number and classification of each new employee.	Add position number to required information and increase frequency to monthly

ARTICLE 12 – LEAVE WITH OR WITHOUT PAY FOR ASSOCIATION BUSINESS

Leave for Elected Officials

12.01 The Employer will grant leave without pay to an employee who is elected or appointed to a full-time Association office within one month after notice is given to the Employer of such election or appointment by the Association. The duration of such leave shall be for up to the period the employee holds such office. Time spent on such leave shall be counted for pay increment and for service for the purpose of calculating vacation leave and severance.

...

Representatives' Training Courses

12.15 (a) When operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a representative on behalf of the Association to undertake training related to the duties of a representative, sponsored by the Association related to the duties of a Employee Representative.

(b) Where operational requirements permit, the Employer will grant leave with pay to employees appointed as Employee Representatives by the Association, to attend training sessions concerning Employer-employee relations sponsored by the Employer.

~~12.16 An employee shall not be entitled to any compensation under Overtime and Travelling Time in respect of hours the employee is acting or travelling under the provisions of this Article.~~

Remove 12.01 term restriction and protect increments, vacation and severance entitlements.

Amend 12.15 relating to provide leave with pay for employee representative training.

Delete existing 12.16.

ARTICLE 17 – GRIEVANCE PROCEDURE

17.10 There shall be no more than a maximum of ~~three (3)~~ **two (2)** levels in the grievance procedure. These levels shall be as follows:

(a) Level 1 - first level of management;

**

~~(b) Level 2 – intermediate level of management;~~

(b) Final Level - Chief Executive or deputy head or an authorized representative.

Reduce the number of Grievance levels to 2 (two)

ARTICLE 18 – HOURS OF WORK

18.01 Day Work

(a) The normal work week shall be thirty-seven point five (37.5) hours from Monday to Friday inclusive, and the normal work day shall be seven point five (7.5) consecutive hours, exclusive of a lunch period, between the hours of 7 a.m. and 6 p.m.

(b) Subject to operational requirements as determined from time to time by the Employer, an employee shall have the right to select and request flexible hours between 6 a.m. and ~~6~~ **7** p.m. and such request shall not be unreasonably denied.

Increase daily hours of work window in 18.01 (b) by one hour

18.09 (d)

(ii) When an employee works on a Designated Paid Holiday, the employee shall be compensated, in addition to the normal daily hours', at the rate of ~~one decimal five (1.5)~~ **one decimal seven five (1.75)** times the employee's hourly rate of pay up to the

Alter overtime entitlement for those on variable hours to rate of 1.75 in 18.09 (d)(ii).

employee's regular scheduled hours worked and at the rate of two (2) times the employee's hourly rate of pay for all hours worked in excess of the employee's regular scheduled hours.

Add new article 18.XX to address concerns remote device use after hours

18.XX In order for the employer to effectively provide adequate hours of rest and to respect an employee's work-life balance, it is assumed that the employee will disconnect from remote access work devices outside of regular hours of work. This standard should only be deviated from in exceptional circumstances. Where the employer requires employees to remain connected the employee shall be compensated appropriately under this collective agreement including where applicable articles 19 (Overtime) 20 (Call-Back Pay) and 21 (Standby Pay).

ARTICLE 19 – OVERTIME

19.06

Permit the carry-over of (75) hours of unused compensatory leave not used.

(e) Notwithstanding 19.06(a) through (d), a maximum of seventy-five (75) hours earned but unused compensatory leave may be carried over, at the direction of the Employer, or at the request of an employee and the discretion of the Employer, beyond September 30th.

Delete 19.08 restriction on overtime for course, training sessions and conferences

~~19.08 Compensation under this Article shall not be paid for overtime worked by an employee at courses, training sessions, conferences and seminars unless the employee is required to attend by the Employer.~~

ARTICLE 22 – DESIGNATED PAID HOLIDAYS

22.01 Subject to clause 22.02, the following days shall be designated paid holidays for employees:

- (a) New Year’s Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign’s Birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) ~~one two~~ additional days in each year that ~~in the opinion of the Employer,~~ ~~is are~~ recognized to be a provincial or civic holidays in the area in which the employee is employed or, in any area where, ~~in the opinion of the Employer,~~ no such additional days ~~is are~~ recognized as provincial or civic holidays, the first (1st) Monday in August and the third (3rd) Monday in February.

Add one additional Designated Holiday to 22.01 (k).

<p>(l) one additional day when proclaimed by an Act of Parliament as a national holiday.</p> <p>...</p> <p>22.06 When an employee works on a holiday, which is not the employee's scheduled day of work, contiguous to a day of rest on which the employee also worked and received overtime in accordance with clause 22.05 19.03 the employee shall be paid in addition to the pay that the employee would have been granted had the employee not worked on the holiday, two (2) times the employee's hourly rate of pay for all time worked.</p> <p>22.11 Employees may request that a designated paid holiday be switched with another religious or provincial holiday not recognized in 22.01. The employer will accommodate such requests subject to operational requirements.</p>	<p>Correcting the clause citation</p> <p>Add 22.11 provision allowing for switching of Designated Paid Holiday for another day at straight time.</p>
<p style="text-align: center;">ARTICLE 24 - TRAVELLING TIME</p>	
<p>24.02 When an employee is required to travel outside the employee's headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 24.03 and 24.04. Travelling time shall include time necessarily spent at each stop-over en route provided such stop-over is not longer than five (5) hours. does not include an overnight stay.</p> <p>24.04 If an employee is required to travel as set forth in clauses 24.02 and 24.03:</p>	<p>Amend 24.02 to changes five (5) hour cap to anything but an overnight stay.</p> <p>Amend 24.04 (a), (b) & (c) to eliminate caps and travel/work rules</p>

~~(a)~~ on a normal working day on which the employee travels but does not work, the employee shall receive the employee's regular pay for the day;

~~(b)~~ on a normal working day on which the employee travels and works, the employee shall be paid:

(i) the employee's regular pay for the day for a combined period of travel and work not exceeding the employee's regular scheduled working hours,

and

(ii) at the applicable overtime rate for additional travel time in excess of the employee's 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;

~~(b)~~ 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.

...

~~24.07~~ Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars, unless the employee is required to attend by the Employer.

...

~~24.08~~ 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.

...

Delete 24.07 & 24.08 re training courses

<p>24.xx When an employee travels through more than one (1) time zone, computation will be made as if the employee had remained in the time zone of the point of origin for continuous travel and in the time zone of each point of overnight stay after the first day of travel.</p>	<p>Add new language to clarify application when the employee travels across time zones</p>
<p>ARTICLE 25 – SEVERANCE PAY</p>	
<p>25.03</p> <p>(a) The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in the employee’s certificate of appointment on the date of the termination of the employee’s employment.</p> <p>(b) Notwithstanding paragraph 25.03(a), where an employee has been in an acting position for more than 1 (one) year (continuous or discontinuous) at the time of severance, the rate of pay used to determine the employee's severance pay is the employee's acting rate of pay.</p>	<p>Add 25.03(b) to account for long term acting situations</p>
<p>ARTICLE 29 – VACATION LEAVE WITH PAY</p>	
<p>29.02 Accumulation of Vacation Leave Credits An employee shall earn vacation leave credits at the following rate for each calendar month during which the employee receives pay for at least</p>	<p>Acceleration of entitlement to vacation leave in 29.02.</p>

seventy-five (75) hours:

- (a) nine decimal three seven five (9.375) hours, until the month in which the anniversary of the employee's fifth (5th) year of service occurs;
- (b) twelve decimal five (12.5) hours, commencing with the month in which the employee's fifth (5th) anniversary of service occurs;
- (c) thirteen decimal seven five (13.75) hours, commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
- (d) fourteen decimal three seven five (14.375) 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;
- (a) twelve decimal five (12.5) hours, until the month in which the anniversary of the employee's eighth (8th) anniversary of service occurs;
- (b) thirteen decimal seven five (13.75) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
- (c) fifteen (15) hours commencing with the month in which the employee's

<p>sixteenth (16th) anniversary of service occurs;</p> <p>(d) sixteen decimal two five (16.25) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;</p> <p>(e) sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twentieth (20th) anniversary of service occurs;</p> <p>(f) seventeen decimal five (17.5) hours commencing with the month in which the employee's twenty-second (22nd) anniversary of service occurs;</p> <p>(g) eighteen decimal one two five (18.125) hours commencing with the month in which the employee's twenty-fourth (24th) anniversary of service occurs;</p> <p>(h) eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-sixth (26th) anniversary of service occurs;</p> <p>(i) nineteen decimal three seven five (19.375) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;</p> <p>(j) twenty (20) hours commencing with the month in which the employee's thirty-second (32nd) anniversary of service occurs;</p> <p>(k) twenty decimal six two five (20.625) hours commencing with the month in which the employee's thirty-third (33rd) anniversary of service occurs;</p> <p>(l) twenty-one decimal two five (21.25) hours commencing with the month in which the employee's thirty-fourth (34th) anniversary of service occurs;</p> <p>(m) twenty-one decimal eight seven five (21.875) hours commencing with the month in which the employee's thirty-fifth (35th) anniversary of service</p>	
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<p>occurs;</p> <p>(No) for the purpose of clauses 29.02 and 29.15 only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Public Service within one (1) year following the date of lay-off....</p> <p>29.07 (a) Where in any vacation year all of the vacation leave credited to an employee has not been schedule, the unused portion of the vacation leave up to a maximum of two hundred and sixty two decimal five (262.5) three hundred (300) hours credit shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and sixty two decimal five (262.5) three hundred (300) hours will be paid in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on the last day of the vacation year.</p> <p>29.XX Employees have the option of purchasing additional vacation days at the employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position at the time of the purchase of additional vacation days.</p>	<p>29.07 Increase carry over</p> <p>29.XX Add annual leave purchase option</p>
<p style="text-align: center;">ARTICLE 30 – SICK LEAVE</p>	
<p>30.02 An employee shall be granted sick leave with pay when the employee is unable to perform the employee's duties because of illness or injury provided that:</p> <p>(a) the employee satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer. At the Employer's discretion employees may be required to provide medical certification for absences greater</p>	<p>30.02(a) Employer can only ask for sick notes after 5 consecutive day's absence.</p> <p>30.04 Add incapacity</p>

than 5 (five) consecutive days.

30.04 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause 30.02 above, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to one hundred and eighty-seven decimal five (187.5) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for other than incapacity, death or lay-off, the recovery of the advance from any monies owed the employee.

30.10 An employee who has exhausted their leave with pay for family related responsibilities (Article 37) or Developmental leave (Article 43) may convert unused sick leave to provide additional leave with pay under those articles.

30.XX When an employee is asked to provide a medical certificate by the Employer, the employee shall be reimbursed by the Employer for the cost of the certificate.

30.XX Any unused sick leave credits at retirement shall be converted into cash at the rate of 4/1.

30.XX Employee can convert sick leave balances to other paid leave or annual leave at the rate of 2/1.

30.XX The employer and Association agree to establish a process whereby employees can donate leave to support other FI employees who are personally suffering from serious illness or disease or supporting a partner or child suffering from a serious illness or disease. Said process is to include a joint committee established to develop the program and establish eligibility and selection

30.10 Permitting the conversion of sick leave to family related or developmental leave if those banks are exhausted.

New 30.XX Cost of medical notes to be reimbursed by Employer

New 30.XX Conversion of Sick Leave to Cash at retirement

New 30.XX Conversion of Sick Leave to other forms of paid leave.

New 30.XX Donation

New 30.XX Clarifying Employer's ability to advance sick leave credits

<p>processes.</p> <p>30.XX The Employer may, for good and sufficient reason, advance sick leave credits to an employee when a previous advance has not been fully reimbursed.</p>	
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ARTICLE 36 - LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY

<p>36.02 For the purpose of this article, family is defined as spouse (or common-law partner), children (including foster children or children of legal or common-law partner), parents (including stepparents or foster parents), sibling, grandparent, grandchild, parents of spouse, dependents, individuals over which the employee has power of attorney or any relative permanently residing in the employee's household or with whom the employee permanently resides.</p>	<p>Update 36.02 to include dependents</p>
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ARTICLE 37 - LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

<p>37.01 For the purpose of this Article, family is defined as spouse (or common-law partner), children (including foster children or children of legal or common-law partner), parents (including step-parents or foster parents), parents of spouse or common law partner, grandparents, grandchildren, dependents, individuals over which the employee has power of attorney, or any relative permanently residing in the employee's household or with whom the employee permanently resides.</p> <p>37.02 The total leave with pay which may be granted under this Article shall not exceed thirty seven point five (37.5) fifty-two decimal five (52.5) hours in a fiscal year.</p> <p>37.03 Subject to clause 37.02, the Employer shall grant leave with pay under the</p>	<p>Expand family class to include parent-in-laws, grandparents, grandchildren, dependents and individuals over whom the employee has power of attorney</p> <p>Increase available leave to 52.5 hours from the current 37.5</p>
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following circumstances:

(a) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;

(b) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;

(c) to provide for the immediate and temporary care of an elderly member of the employee's family;

(d) for needs directly related to the birth or to the adoption of the employee's child.

(e) seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in clause 43.02 above may be used:

(i) to attend school functions, if the supervisor was notified of the functions as far in advance as possible;

(ii) to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;

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

(f) on a date which the employee's child's school is closed for professional development

37.03 (f) Expand family related leave for school PD days.

ARTICLE 40 – BEREAVEMENT LEAVE

40.01 For the purpose of this Article, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law partner), child (including child of common-law partner), stepchild or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, dependents, individuals over which the employee has power of attorney and relative permanently residing in the employee's household or with whom the employee permanently resides.

40.02 When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of seven (7) 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. When circumstances dictate, the period may be split into six consecutive calendar days and a seventh day deferred to a later date to allow an employee to attend an interment service.

40.03 An employee is entitled to ~~one (1) day's~~ three (3) day's bereavement leave with pay for the purpose related to the death of his or her grandparent-in-law son-in-law, daughter-in-law, brother-in-law or sister-in-law.

Update 40.01 to include dependents

Amend Article 40.02 to permit splitting of the entitlement for the purpose of an interment service.

Increase bereavement leave to 3 days for In-laws

Add grandparent-in-law to 40.03

ARTICLE 43 – DEVELOPMENT LEAVE

No specific language is provided due to the proposal to engage in Interest-based bargaining on career development.

The Association proposes to engage in interest-based bargaining to jointly discuss and develop improvements to development leave. Without limiting the general scope of the discussions the Association has an interest in exploring the following:

- Establishing a Study-leave bank;
- Establishes an employee Professional Development Funds for each employee;
- Recognition that Career Development includes language training;
- Recognition that the employer will support employee efforts to complete any continuing education requirements related to their professional designations;
- Increased access to language training;
- Establishing selection criteria;
- Annual minimums for career development leave for each member;
- Annual career development consultations for each member;
- Overtime and travel time for career development;
- Protection of vacation leave, severance and increment increases during career development leave

The Association reserves the rights to table specific proposals should either party withdraw from the Interest based bargaining process.

ARTICLE 44 LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

44.01 Personal Leave

(a) 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 ~~and half decimal five~~ (7.5) hours of leave with pay for reasons of a personal nature.

Use volunteer and personal days in hours and not days.

Remove advance notice for volunteer and personal.

44.02(a) Volunteer 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, seven decimal five (7.5) hours of leave with pay to work as a volunteer for a charitable or community organisation or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.

ARTICLE 47 - ~~SEXUAL~~ HARASSMENT

47.01 The Association and the Employer recognize the right of employees to work in an environment free from ~~sexual~~ harassment and agree that ~~sexual~~ harassment will not be tolerated in the work place.

Broaden scope of harassment covered.

ARTICLE 48 PENOLOGICAL FACTOR ALLOWANCE

Language to be provided

48.03

Penological Factor

Designated Security level of the Penitentiary

Maximum Medium Minimum

\$4000 — \$2000 — \$1200

Increase the amount of, scope of and the eligibility rules for the PFA

ARTICLE 50 EMPLOYEE PERFORMANCE
REVIEW AGREEMENT AND EMPLOYEE FILES

50.01

(a) When a ~~formal assessment of an employee's performance~~ performance agreement is made, the employee concerned must be given an opportunity to sign the ~~assessment form in agreement~~ in question upon its completion to indicate that its contents have been read. A copy of the ~~assessment form agreement~~ will be provided to the employee at that time. An employee's signature on the employee's ~~assessment form agreement~~ will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.

(b) The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.

(c) An employee has the right to make written comments to be attached to

Change Performance Review to Performance Agreement.

the performance review form agreement.

ARTICLE 53 – PROFESSIONAL ALLOWANCE

53.02 The Employer shall reimburse the employee, upon receipt of proof of payment, for the employee's annual membership fees paid to the Institute of Chartered Accountants (CA), The Society of Management Accountants (CMA) the Association of Certified General Accountants (CGA) or the Chartered Professional Accountants (CPA). This reimbursement shall include any insurance payable as a requirement for maintaining the designation

53.03 ~~When the payment of such fees is not a requirement for the continuation of the performance of the duties of an employee's position, but eligibility for a professional accounting designation from one of these associations is a qualification specified in the Standards for Selection and Assessment for the Financial Management Group, the Employer shall reimburse the employee, upon receipt of proof of payment, for the employee's annual membership fees paid to the associations referred to in clause 53.02 to a maximum of one thousand and two hundred and fifty (\$1,250) dollars. This maximum amount is increased effective January 1, 2008, for fees that become due and are paid following that date.~~ The Employer shall reimburse annual membership fees paid to one of the associations referred to in clause 53.02 for employees pursuing a formal study program to obtain a professional accounting designation (CPA, CA, CMA or CGA). This reimbursement shall include any insurance payable as a requirement for maintaining the designation **excluding any optional insurance that may be offered for the purpose practicing in the private sector.**

Reword 53.02 and 53.03 for clarity and expand to include insurance payments.

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ARTICLE 54 – PAY ADMINISTRATION

54.07 Where an employee, through no fault of his or her own, has been overpaid, the appropriate pay office will, before recovery action is implemented, advise the employee of the intention to recover the overpayment. Where the amount of overpayment is in excess of fifty dollars (\$50.00), and where the employee advises his or her local management that the stated recovery action will create a hardship, arrangements will be made by the employer with the appropriate pay office to limit recovery action to not more than ten per cent (10%) of the employee's pay each pay period until the entire amount is recovered.

54.07 Provide Overpayment recovery provisions

54.XX Amounts owing to employees (for example, acting pay, implementation of collective agreements, promotions etc) remaining outstanding following ninety (90) days shall be paid by the Employer with interest at 5% compounded monthly.

54.XX Interest payments for outstanding debts to employees

ARTICLE 57 – DURATION

57.01 The duration of this Agreement shall be from the date it is signed to November 6, 2014

Demands relating to term to be provided at a later date.

NEW MOU – CLASSIFICATION RENEWAL AND PAY EQUITY

**COLLECTIVE BARGAINING DEMAND
FINANCIAL ADMINISTRATION GROUP**

CLASSIFICATION AND PAY EQUITY

The Association proposes a MOU governing the establishment of a Classification Renewal and Pay Equity Joint Committee

The parties agree that the current Classification Standard for the Financial Administration Group is not capable of measuring all aspects of the work

requirements and responsibilities carried out by FI position occupants. Nor does the FI classification standard include the four factors required by the Canadian Human Rights Act which are designed to ensure gender equity.

The parties therefore agree that a Joint Union Management Committee will be formed to develop and oversee the implementation of a revised FI Classification Standard that fairly and completely evaluates FI work.

Committee Composition

The Joint Committee shall consist of equal numbers of union and management representatives to a maximum of 6 members. The committee will review and revise the FI Classification Standard. The committee may consult with a mutually agreed upon consultant, and each party may discuss concerns with a consultant of their choice.

The Association and employer shall be involved as equal partners in all meetings, committees and steps related to the preparation, design, testing and selection of a revised classification system. The Employer and Association shall exchange all information reasonably necessary for the development of the new classification system.

Objectives

The Joint Committee shall ensure that the revised FI Classification Standard is based on sound classification principles and that it meets the requirements of Section 11 of the Canadian Human Rights Act and Equal Wages Guidelines (1986). The Standard shall be gender neutral and universal in application to the FI Group. The Standard shall be capable of measuring the work performed and of providing comparisons with other male dominated professional occupations in the federal public service.

Joint Committee Mandate

The Joint Committee shall review and jointly agree on all elements of the Classification Standard including but not limited to:

- Factors and Definitions
- Factor Degree Definitions
- Factor Weights
- Point Distributions within factors
- Selection and Evaluation of Benchmark Positions
- Work Description Format.

The Joint Committee shall have access to all relevant documentation including up to date work descriptions, organization charts and classification rationales for FI positions as required.

Remuneration of Committee Members

Members of the Joint Committee representing ACFO shall be provided with time off with pay from their regular duties to prepare for Joint Committee work, to travel to committee locations and to participate in committee discussions.

Job Evaluation

The parties agree that all current FI positions, with the exception of benchmark positions, shall be evaluated by the employer using the revised FI Classification Standard.

Dispute Resolution

In the event that the committee reaches an impasse on any aspect of the development and implementation of a revised FI Classification Standard the dispute may be referred to an independent third party jointly agreed upon by both parties to render a final and binding decision on all issues referred. If no agreement on an independent third party can be reached both parties will nominate a representative. The representatives shall select an independent chair of the panel which will be tasked with resolving the dispute.

Completion and Continuity

The parties agree to finalize the development of a revised Classification Standard for the FI Group prior to the expiry date of this collective agreement.

The parties agree that the implementation date of a revised classification system will be the date of signing of the next collective agreement. The parties agree to negotiate the economic implications and the rules of conversion of the revised classification system in round of bargaining following the expiry of this collective agreement.

It is expressly agreed that this implementation date does not in anyway limit any retroactivity entitlement for which employees may be entitled to prior to the implementation date.

Job Security

It is expressly agreed that no member of the bargaining unit will loose their position or suffer a loss of compensation as a direct result of the implementation of the revised classification system, nor will they be required to compete for the position they occupy the day prior to the implementation of a revised classification system.

MEMORANDUM OF UNDERSTANDING WITH RESPECT TO A JOINT LEARNING PROGRAM

This memorandum is to give effect to the agreement reached between the Employer and the Association of Canadian Financial Officers in respect of employees in the Financial Management bargaining unit.

The Employer agrees to provide one million seven hundred and fifty thousand dollars (\$1,750,000) over the life of this collective agreement to fund a joint learning and development program.

The Joint Learning Program will provide joint training on financial management

Establish a Joint Learning program

and labour management issues.

The parties agree that the National Joint Professional Development Committee (Article 16.04) will administer the program.

NEW ARTICLE - COMPASSIONATE CARE LEAVE

XX.01 Both parties recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.

XX.02 For the purpose of this Article, family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), parents of spouse, child (including child of common-law spouse), stepchild or any person under the care of a legal guardian, grandchild, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, any relative permanently residing in the employee's household or with whom the employee permanently resides, and any other person who is a member of a class of persons prescribed for the purposes of this definition "family member" in sub-section 23.1[1] of the *Employment Insurance Act*.

XX.03 Subject to clause XX.02, an employee shall be granted leave without pay for the compassionate care of family in accordance with the following conditions:

(a) an employee shall notify the Employer in writing the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;

(b) an employee shall provide the Employer a copy of a medical certificate as proof that the ill family member needs care or support and is at significant risk of death within 26 weeks. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic

Add Compassionate Care Leave

location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.

XX.04 Leave granted under this article shall be for a minimum period of one (1) week.

XX.05 If, during a period of sick leave, vacation leave or compensatory leave, an employee is advised of circumstances under which he or she would have been eligible for compassionate care leave without pay under clauses XX.02 and XX.03, the employee shall be granted compassionate care leave without pay and his or her paid leave credits shall be restored to the extent of any concurrent compassionate care leave without pay granted.

XX.06 Compassionate Care Allowance

(a) An employee who has been on Compassionate Care Leave without pay, shall be paid a compassionate care allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:

(i) has completed six (6) months of continuous employment before the commencement of leave without pay,

(ii) provides the Employer with proof that he or she has applied for and is in receipt of compassionate care benefits of the *Employment Insurance Act* in respect of insurable employment with the Employer, and

(iii) has signed an agreement with the Employer stating that:

(A) the employee will return to work on the expiry date of his/her compassionate care leave without pay, unless the return to work date is modified by the approval of another form of leave;

(B) Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the compassionate care allowance;

(C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), he or she will be indebted to the Employer for an amount determined as follows:

allowance received times the remaining period to be worked following his/her return to work divided by the total period to be worked as specified in (B)

(D) the repayment provided for in (C) will not apply in situations of :

- (i) death,
- (ii) lay off,
- (iii) early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B),
- (iv) the end of a specified period of employment, if the employee is rehired by the Employer within ninety (90) days following the end of the specified period of employment, and who fulfills the obligations specified in section (B), or
- (v) having become disabled as defined in the *Public Service Superannuation Act*, or
- (vi) when the employee takes a position with an organization listed in Schedules I to V of the *Financial Administration Act* that fulfills the obligations specified in section (B).

(b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

(c) Compassionate Care Allowance payments made in accordance with the SUB Plan will consist of the following:

(i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance Compassionate Care benefits, ninety-three per cent (93%) of the employee's weekly rate of pay for each week of the waiting period, less any other monies earned during this period;

(ii) for each week in respect of which the employee receives Compassionate Care benefits, the difference between the gross weekly amount of the Employment Insurance Compassionate Care benefits the employee is eligible to receive and ninety-three per cent (93%) of the employee's weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which the employee would have been eligible if no extra monies had been earned during this period;

(d) At the employee's request, the payment referred to in subparagraph XX.06(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI compassionate benefits.

(e) The Compassionate Care allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that the employee is required to repay pursuant to the *Employment Insurance Act*.

(f) The weekly rate of pay referred to in paragraph (c) shall be:

(i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of compassionate care leave without pay;

(ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of compassionate care leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.

(g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which the employee is appointed.

(h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of Compassionate Care leave without pay an employee was performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.

(i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of Compassionate Care allowance, the allowance shall be adjusted accordingly.

(j) Compassionate Care allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

XX.07 Transitional Provisions

If, on the date of signature of this Agreement, any employee is currently on Compassionate Care leave without pay or has requested a period of such leave without pay but has not commenced the leave, the employee shall upon request be entitled to the provisions of this Article. Any application must be received

before the termination date of the leave period originally requested.	
NEW ARTICLES – CLASSIFICATION, STAFFING AND PENSIONS	
<i>No specific language is provided due to the proposal to engage in Interest-based bargaining on this matter</i>	<p>The Association has an interest in exploring the inclusion of collective agreement provisions concerning pension, classification and staffing and proposes to engage in interest-based bargaining to jointly discuss this interest.</p> <p>The Association reserves the right to table specific proposals regarding this interest should interest based bargaining not proceed on this matter.</p>
NEW ALLOWANCES – EDUCATION, SUPERVISORY AND RECRUITMENT/ RETENTION	
<i>No specific language is provided due to the proposal to engage in Interest-based bargaining on this matter</i>	<p>The Association has an interest in exploring the inclusion of additional allowances to recognize and appropriately compensate FIs who:</p> <ul style="list-style-type: none">• Possess or are working towards the significant educational requirements of the FI Qualification Standard,• Supervise other employees,• To address the significant recruitment and retention problem in the FI group, and /or• To compensate for increased risk management. <p>ACFO proposes to engage in interest-based bargaining to jointly discuss this interest. The Association reserves the right to table specific proposals regarding this interest should interest based bargaining not proceed on this matter.</p>

NEW ARTICLE – INMATE SUPERVISION AND INMATE TRAINING DIFFERENTIAL

No specific language is provided due to the proposal to engage in Interest-based bargaining on this item

The Association has an interest in establishing an inmate supervision and inmate training differential similar to that received by the PSAC (SV) Group and proposes to engage in interest-based and two-tiered bargaining to jointly discuss this interest.

The Association reserves the right to table specific proposals regarding this interest should interest based bargaining not proceed on this matter.

NEW ARTICLE – PRE-RETIREMENT LEAVE

XX.01 Effective on the date of signing of this collective agreement the Employer will provide five (5) days of paid leave per year to a maximum of twenty-five days to employees who have the combination of age and years of services to qualify for an immediate annuity without penalty under the Public Services Superannuation Act.

Pre-retirement Leave for employees eligible for a pension.

NEW ARTICLE – CONVERSION OF EXISTING FORMS OF LEAVE WITH PAY

No specific language is provided due to the proposal to engage in Interest-based bargaining.

The Association proposes to engage in interest-based bargaining to jointly discuss an interest of converting various forms of existing leave with pay to a single form of non-accountable leave with pay.

NEW ARTICLE – ACTING PAY INCREMENT PROTECTION

XX.01 When an employee has been acting for periods of more than four (4) months, such time accumulated for each period of four months or more will be

Recognition of acting periods for the purposes of increments

used towards the calculation of increments regardless of any breaks in service that may occur.	
<i>NEW ARTICLE – RECREATION AND WELLNESS ALLOWANCE</i>	
xx.01 The Employer will reimburse for registration and membership fees for sporting activities as well as wellness programs to a maximum of \$250.00 annually. Receipts are required for the reimbursement	Establish a recreation and wellness allowance to promote workplace wellness
<i>NEW ARTICLE – LEAVE WITH INCOME AVERAGING</i>	

xx.01 Leave with income averaging is an arrangement that enables employees to reduce the number of weeks worked in a specific 12-month period by taking leave without pay for a period of between 1 week and 3 months. Although pay for participating employees would be reduced and averaged out over the year to reflect the reduced time at work, pension and benefit coverages, as well as premiums or contributions, would continue at pre-arrangement levels. Under this policy, employees are responsible for their share of premiums or contributions because pension and benefits coverage will continue at pre-arrangement levels.

xx.02 Leave with income averaging is subject to managerial approval and discretion, based on operational feasibility (e.g. depending on the potential for adverse effects on service quality or costs).

xx.03 To be eligible for this type of leave, employees must:

(a) be indeterminate

(b) not be surplus at the start of the leave arrangement;

(c) agree not to work for the federal Public Service while on leave; and

(d) agree to respect the *Conflict of Interest Guidelines* while on leave.

xx.04 Changes to approved leave arrangements may be made only in rare and unforeseen circumstances, and must occur within the originally approved 12-month income averaging period.

xx.05 Cancellation of approved leave arrangements will be approved only in exceptional or unforeseen circumstances. In the few cases where the cancellation is initiated by management, employees shall be reimbursed for certain reasonable expenses as determined by the employer (e.g. non-refundable portion of vacation contracts).

xx.06 Employee-requested changes to, or cancellation of, leave arrangements may occur only prior to the end of the leave period, otherwise the employee will already have received the benefit. In addition, employee requests to change or cancel leave arrangements must be provided in writing, with reasonable notice. Approval will be at the discretion of the manager.

New Article Incorporating the TBS Leave with income averaging policy into the agreement and reducing the lower limit from five (5) weeks to one (1) week.

APPENDIX "A"

*Specific on wage demands and increment demands to be provided at a later date.

Effective on expiry if no agreement in place salaries to increase at rate of CPI (or fixed rate) until such time as new agreement is signed.

Increases to wages for 2014, 2015 and 2016.

Restructure Increments

Removal of references to FI-Dev Level

Resolve Pay Equity through appropriate revision of Pay

Establish an automatic wage inflation clause tied to CPI which is triggered by expiry

NEW APPENDIX – TRANSFERS INTO THE FI BARGAINING UNIT FROM SEPARATE EMPLOYERS

Language to be provided at a later date

Inclusion of standard provisions to provide transition and salary protection language to cover circumstances where an FI is transferred into the bargaining unit from a separate employer.