

**December 19, 2016 (pm)**

**Employer Final Comprehensive Offer to Settle Outstanding**

**Collective Bargaining Issues**

**with**

**The Association of Canadian Financial Officers**

**In respect of the**

**Financial Management (FI) Group**

**The Employer proposes the following:**

1. Comprehensive offer to settle is contingent upon agreeing to the following items (Annex A):
  - Memorandum of Agreement on Supporting Employee Wellness;
  - Economic Increases.
2. The parties agree to the following amendments (Annex B):
  - Clause 1.03 – Preamble;
  - Clause 33.02 – Maternity Allowance
  - Clause 35.02 – Parental Allowance
  - Clause 36.03 – Care of Immediate Family;
  - Clause 37.01 – Leave With Pay for Family-Related Responsibilities;
  - Article 40 – Bereavement Leave;
  - Clause 44.01 – Volunteer Leave;
  - Clause 44.02 - Personal Leave;
  - Article 48 – Correctional Service Specific Duty Allowance (CSSDA);
  - Article 53 – Professional Allowance
  - Article 57 – Duration;
  - MOU (New) - Joint ACFO/Departmental Career Development Committee.
3. All items agreed to and signed during the course of negotiations remain agreed to and form part of this comprehensive offer:

- General: replace all references to the Public Service Labour Relations Board with references to the Public Service Labour Relations and Employment Board;
  - Deletion of reference to 'cash' in article 2, 19.06 (a) and (d), 20.01 (c), 21.06 (a), 22.06 (a), 24.05 (a), 29.07 (a) and (c);
  - Clause 8.06 – Check-Off;
  - Clause 9.01 – Information;
  - Subparagraph 19.10 (a)(i) – Overtime;
  - Clause 22.06 – Designated Paid Holidays;
  - Subparagraph 22.08 (a)(i) – Designated Paid Holidays;
  - Article 25 – Severance;
  - Paragraph 29.07 (c) – Vacation Leave With Pay;
  - Clause 29.09 – Leave When Employment Terminates;
  - Clauses 33.02, 33.03, article 34, article 35 – Maternity Allowance, Special Maternity Allowance for Totally Disabled Employees, Maternity-Related Reassignment or Leave and Parental Leave Without Pay;
  - Paragraphs 36.06 (a) and (b) – Transitional Provisions;
  - Clause 46.01 – No Discrimination;
  - Clause 50.01 – Employee Performance Agreement and Employee Files;
  - Clause 54.03 – Pay Administration;
  - Appendix B – Deletion.
4. Unless otherwise expressly stipulated, the provisions become effective on the date of signing of the collective agreement.
  5. The Employer and The Association of Canadian Financial Officers agree to withdraw all other outstanding items.
  6. Unless otherwise specified, existing provisions are renewed.

## Annex A

### MEMORANDUM OF AGREEMENT ON SUPPORTING EMPLOYEE WELLNESS

This Memorandum of Agreement is to give effect to the agreement reached between the Employer and the Association of Canadian Financial Officers (hereinafter referred to as “the parties”) regarding issues of employee wellness.

The parties will create an Employee Wellness Support Program (EWSP) which will focus on improving employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury.

#### **Key Features**

The EWSP will incorporate the following key features:

- Contained in collective agreements;
- Benefits for up to 26 weeks (130 working days) with income support replacement at 100%;
- The annual allotment shall be 9 days of paid sick leave for illness or injury that falls outside of the parameters of the EWSP;
- 100% income replacement during the 3 day (working) qualification period when the employee’s claim is approved;
- Qualifying chronic or episodic illnesses will be exempt of the qualifying period;
- The qualification period will be waived in cases of hospitalization or recurrence of a prior illness or injury approved under EWSP within 30 days;
- Employees are entitled to carry over a maximum of 3 days of unused sick leave credits remaining at the end of the fiscal year, for use in the following fiscal year;
- The accumulation of current sick leave credits will cease once the EWSP is implemented. Employees with banked sick leave in excess of 26 weeks, will be entitled to carry over those excess days to provide extended coverage at 100% income replacement prior to accessing Long Term Disability (LTD);
- Travel time for diagnosis and treatment;

- Internal case management and return to work services focused on supporting employees when ill or injured;
- An employee on EWSP will be considered to be on leave with pay;
- Full costs of administering the EWSP to be borne by Employer; and
- Increase the quantum of family related leave by one (1) day.

### **Process**

The parties agree to create a technical committee and a steering committee, with a long-term focus and commitment from senior leadership of the parties.

The steering committee and technical committee will be established within 60 days of signing. The committees will be comprised of an equal number of Employer representatives and Union representatives. The steering committee is responsible for determining the composition of the technical committee.

All time spent by employees in support of the Technical Committee shall be deemed to be leave with pay for union activities. The Employer will grant leave with pay for employees engaged in these activities, including preparation and travel time.

The technical committee will develop all agreements and documents needed to support the implementation of a EWSP during the next round of collective bargaining. This work shall be completed within one year of signing. The technical committee shall provide interim recommendations for review by the steering committee on the following matters through a series of regular meetings:

- Consequential changes to existing leave provisions within the collective agreements, and the LTD Plan;
- Definitions;
- Eligibility conditions for a new EWSP;
- Assessment and adjudication processes;
- Internal case management and return to work services;
- Workplace accommodations;
- Creation of a Centre for Workplace Well-being;
- Governance of the EWSP, including dispute resolution mechanisms;
- Coverage of operational stress injuries and other injuries sustained by employees deployed in military operations;
- Harassment;

- Domestic violence; and
- Other measures that would support an integrated approach to the management of health for federal public service employees.

The technical committee shall review practices from other Canadian jurisdictions and employers that might be instructive for the Public Service, recognizing that not all workplaces are the same. Federal public service health and safety committees will be consulted as required by the steering committee, as well as leading Canadian experts in the health and disability management field.

The steering committee is to approve a work plan for the technical committee and timelines for interim reports within 4 months of signing. The technical committee work plan may be amended from time to time by mutual consent of the steering committee members.

Dates may be extended by mutual agreement of the steering committee members. The technical committee terms of reference may be amended from time to time by mutual consent of the steering committee members.

The parties agree if an agreement is not reached within 18 months from the establishment of the Technical Committee, or at any time before that time, to jointly appoint a mediator within 30 days.

#### Integration into the collective agreement

1. Future amendments to the EWSP shall require the agreement of the Association and the Employer. Future amendments shall be negotiated between the parties at a central table made up of the Association bargaining team and the Employer bargaining team.

Signed at Ottawa, this \_\_\_\_ day of \_\_\_\_\_ 2016.

TREASURY BOARD OF CANADA SECRETARIAT		ASSOCIATION OF CANADIAN FINANCIAL OFFICERS

**APPENDIX “A”**  
**FI – FINANCIAL MANAGEMENT**  
**ANNUAL RATES OF PAY**

Effective November 7, 2014 - increase to rates of pay: 1.25%

Effective November 7, 2015 - increase to rates of pay: 1.25%

Effective November 7, 2016 - increase to rates of pay: 1.25%

Effective November 7, 2017 - increase to rates of pay: 1.25%

**(Changes to be made before General Economic Increase)**

Apply a market adjustment of 1% for all levels of FI effective November 7, 2016.

## Annex B

### ARTICLE 1

#### PREAMBLE

**1.01** The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Association and the employees and to set forth herein certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting all employees covered by this Agreement.

**1.02** The Employer recognizes the Association as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on June 3, 1999, covering employees of the Financial Management Group (FI).

**1.03** The parties to this Agreement recognize that financial integrity constitutes an integral part of Canada's financial management framework. Enhancing and protecting the financial integrity is vital to the decision making process in financial management and public administration. It ensures decision makers are able to draw upon high quality, reliable, timely and accurate evidence for informed decision making. Financial integrity involves the application of skill, knowledge and experience within a climate of transparency, openness, high quality work, avoidance of conflict of interest and high standards of impartiality and professional ethics. In this context, the parties recognize the need to promote a culture of financial integrity within government and recognize the importance of respecting the requirements of financial integrity and those of the Values and Ethics Code for the Public Sector.

~~The parties to this Agreement share a desire to improve the quality of financial management within the Public Service of Canada, to promote prudence and probity in the management of public funds, to maintain and enhance professional standards, and to promote the well-being and increased efficiency of its employees to the end that the people of Canada will be well served.~~

**1.04** The parties acknowledge the mutual benefits to be derived from joint consultation on matters of professional development and community interests.

**1.05** Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities in the Public Service.

**ARTICLE 33****MATERNITY LEAVE WITHOUT PAY****33.02 Maternity Allowance**

- (c) Maternity 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 maternity benefits, ninety-three per cent (93%) of her weekly rate of pay ~~and the CFO Transitional Allowance, where applicable,~~ for each week of the waiting period, less any other monies earned during this period,  
  
and
  - ii. for each week that the employee receives a maternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate of pay ~~and the CFO Transitional Allowance, where applicable,~~ and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period.,  
  
and
  - iii. **where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week, ninety-three per cent (93%) of her weekly rate of pay, less any other monies earned during this period.**



**ARTICLE 35****PARENTAL LEAVE WITHOUT PAY****35.02 Parental Allowance**

- c) Parental 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 parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay ~~and the CFO Transitional Allowance, where applicable,~~ 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 parental, adoption or paternity benefits under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate ~~and the CFO Transitional Allowance, where applicable,~~ of pay and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;
  - iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay ~~and the CFO Transitional Allowance, where applicable,~~ for each week, less any other monies earned during this period.;
  - iv. **where an employee has received the full thirty-five (35) weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, he is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of his weekly rate of pay, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 33.02 c) iii) for the same child.**

**ARTICLE 36**  
**LEAVE WITHOUT PAY FOR**  
**THE CARE OF IMMEDIATE FAMILY**

**36.03** Subject to clause 36.02 **and operational requirements**, an employee ~~shall~~ **may** be granted leave without pay for the Care of Immediate Family in accordance with the following conditions:

- (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 clause 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 in a manner which ensures continued service delivery.

## ARTICLE 37

### LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

**37.01** For the purpose of this Article, family is defined as spouse (or common-law partner), children (including foster children or children of spouse or common-law partner), parents (including step-parents or foster parents), **brother, sister, step-brother, step-sister, mother-in-law, father-in-law, grandparents, grandchild, ward of the employee**, any relative permanently residing in the employee's household or with whom the employee permanently resides or **any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.**

**37.02** 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.

**37.03** Subject to clause 37.02, the Employer shall grant leave with pay under the following circumstances:

- a. to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- b. to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
- c. to provide for the immediate and temporary care of an elderly member of the employee's family;
- d. for needs directly related to the birth or to the adoption of the employee's child;
- e. **to attend school functions, if the supervisor was notified of the functions as far in advance as possible;**
- f. **to provide for the employee's child in the case of an unforeseen closure of the school or daycare facility;**
- g. **seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in clause 37.02 above may be used 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.**

**37.04** Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 37.03(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.

## ARTICLE 40

### BEREAVEMENT LEAVE WITH PAY

**40.01** For the purpose of this Article, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, **step-brother, step-sister**, spouse (including common-law partner), child (including child of common-law partner), **foster child**, stepchild or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, 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~~ **leave with pay**. Such bereavement ~~period leave~~, 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.

- a. **At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.**
- b. **When requested to be taken in two (2) periods,**
  - i. **The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and**
  - ii. **The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.**
  - iii. **The employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.**

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

**40.04** If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 40.02 and 40.03, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

**40.05** It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 40.02 and 40.03.

**ARTICLE 44****LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS****44.01 Personal Leave**

*Effective on April 1<sup>st</sup> of the year following the signing of the collective agreement, the previous provision is replaced with the following:*

- (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 fifteen (15) seven decimal five (7.5) hours of leave with pay for reasons of a personal nature. This leave can be taken in periods of seven decimal five (7.5) hours or three decimal seven five (3.75) hours each.~~ **fifteen (15) hours of leave with pay for reasons of a personal nature. This leave can be taken in periods of seven decimal five (7.5) hours or three decimal seven five (3.75) hours each.**
- (b) The leave will be scheduled at a time convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such time as the employee may request.

**44.02 Volunteer Leave**

*Effective on April 1<sup>st</sup> of the year following the signing of the collective agreement: Clause 44.02 Volunteer leave is deleted from the collective agreement.*

- ~~(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 (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;~~
- ~~(b) The leave shall be scheduled at a time convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such time as the employee may request.~~

**ARTICLE 48****~~PENOLOGICAL FACTOR ALLOWANCE~~**

*The following allowance replaces the former Penological Factor Allowance (PFA). The parties agree that only those incumbents of positions deemed eligible and receiving PFA as of signing of this Collective Agreement, shall receive the new Correctional Service Specific Duty Allowance (CSSDA).*

**CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE**

**48.01** The Correctional Service Specific Duty Allowance (CSSDA) shall be payable to incumbents of specific positions in the bargaining unit within Correctional Service of Canada (CSC). The Allowance provides additional compensation to an incumbent of a position who performs certain duties or responsibilities specific to Correctional Service of Canada (i.e. custody of inmates - excluding those duties that may be performed by employees occupying CX positions) within penitentiaries as defined in the *Corrections and Conditional Release Act*, and/or CSC Commissioner Directives.

**48.02** The CSSDA shall be two thousand (\$2,000) annually and paid on a bi-weekly basis in any pay period for which the employee is expected to perform said duties of the specific position in a month.

**48.03** When the incumbent of a position to which the CSSDA applies, is temporarily assigned or acting in a position to which no CSSDA applies, the employee shall continue to receive the CSSDA applicable to his substantive position. However, if the employee's basic monthly pay entitlement in the position to which he or she is temporarily acting or assigned, plus the CSSDA, if applicable, is less than his or her monthly pay entitlement plus the CSSDA in his or her substantive position, the employee shall receive the CSSDA applicable to his or her substantive position.

**48.04** An employee will be entitled to receive the CSSDA, in accordance with 48.02:

- 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.

**48.05** The CSSDA 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 Act*
- *Government Employees Compensation Act*
- *Flying Accident Compensation Regulations*



## ARTICLE 53

### PROFESSIONAL ALLOWANCE

**53.01** The Association and the Employer have agreed to provide for a professional allowance to be paid in accordance with the following conditions.

**53.02** Upon receipt of proof of payment, the Employer shall reimburse an employee's annual membership fees paid to either the Institute of Chartered Accountants (CA), the Society of Management Accountants (CMA), the Association of Certified General Accountants (CGA), or ~~the Ordre des comptables professionnels agréés du Québec~~ **the Chartered Professional Accountants (CPA)**, when the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position. ~~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 one of the associations referred to in clause 53.02 to a maximum of one thousand 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 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**).

**53.03** Reimbursement covered by this Article does not include arrears of previous years' dues. **Reimbursement covered by this Article shall include insurance payable as a requirement for maintaining the designation to a maximum of seventy five (\$75) dollars excluding any optional insurance that may be offered for the purpose of practicing in the private sector.**

**53.04** Membership dues referred to in Article 8, Check-Off, of this Agreement are specifically excluded as reimbursable fees under this Article.

**ARTICLE 57****DURATION**

**57.01** The duration of this Agreement shall be from the date it is signed to November 6, ~~2014~~**2018**.

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

**57.03** The provisions of this Agreement shall be implemented by the parties within a period of ~~ninety (90)~~ **one hundred and twenty (120)** days from the date of signing.

**NEW**  
**APPENDIX XX**

**MEMORANDUM OF UNDERSTANDING**

**Subject: Joint ACFO/Departmental Career Development Committee**

The purpose of this memorandum is to confirm the understanding reached in negotiations between the parties with respect to a Joint Training Fund.

The funding in total for all departments will be one million dollars (\$ 1,000,000) annually which is provided to the National Joint Professional Development Committee established under clause 16.04 of this collective agreement or the mutually agreed upon joint committee. This would commence April 1, 2017. The funds would be used for training and development initiatives identified by the joint committee. Unspent amounts would not carry forward. The departments may pool resources to provide a common curriculum. The training provided by the Canada School of Public Service through existing funding arrangements cannot be charged against the allocation.

The Employer and the Bargaining Agent will work together over the three months following the date of signing of this collective agreement to study the feasibility of implementing this Joint Training Fund.