

# Proposals

## 2018 Public Service Collective Bargaining Round

Association of Canadian Financial Officers  
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## Foreword – ACFO Proposals

This document represents the initial bargaining proposals of the Association of Canadian Financial Officers (ACFO) for the 2018 round of negotiations for the Financial Management (FI) group.

ACFO proposes that articles, appendices and MOU's that are not proposed for amendment be renewed with appropriate editorial modification to ensure compatibility with other articles as finally agreed.

Proposed additions are indicated in **bold** and deletions are indicated with a ~~strike-out~~ of the existing text. All proposed changes are highlighted in **yellow**.

Where interest-based bargaining has been proposed, specific language has not been provided. ACFO reserves the right to table specific demands if interest-based bargaining does not occur or is stopped by either party.

These proposals 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.

## Proposals

### Article 5 – Precedence of legislation and the collective agreement

5.02 In the circumstances of 5.01 either party may, upon notice to the other party, reopen the agreement with the purpose of ensuring that the Agreement is, in its entirety, consistent with the new law. Any resulting dispute shall be referred to arbitration in accordance with *Federal Public Service Relations and Employment Act*.

### Article 6 – Employee representatives

6.04 An Employee Representative shall ~~notify~~ obtain the permission of the employee's ~~his or her~~ immediate supervisor before leaving work to investigate employee complaints, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Upon the resumption of the normal duties of the Employee Representative, the employee shall report back to the supervisor, where practicable.

### Article 9.01 – Information

9.01 The Employer agrees to supply the Association each month with the **full legal** name, geographic location, **employing department**, position number and classification of each employee, **an accurate list of all employee movements (assignments, deployment, promotion etc.) in the bargaining unit**, work email address, and if available and on consent of the employee **personal email, telephone and mailing address with the data entry log date**. Such information will be used by ACFO to fulfill its legitimate business purposes.

### Article 12.15 – 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 the Employee Representative.

### Article 16 – Joint consultation

16.05 Senior members of Treasury Board, and key other departments as appropriate will meet with senior ACFO officials at least 2 times a year to consult on broad interdepartmental issues impacting ACFO members and the broad health and direction of the public service.

16.06 The Employer shall share all business cases and supporting documents with the union that impact the FI group and that include significant changes to the working conditions or job security across government and within departments. All business cases involving workplace change shall include an assessment of risk to employee's jobs, working conditions, health and safety (including mental health).

16.07 Nothing in this Article exempts the Employer from its obligations with respect to any consultations required by legislation.

## Article 18.01 – Day work

The Association has an interest in exploring the inclusion of collective agreement provisions concerning remote access work devices outside regular hours of work.

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

## Article 19: Overtime

### Overtime

#### 19.06

(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.

### Meals

#### 19.07

- a. An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's normal hours of work shall be reimbursed the employee's expenses for one meal in the amount of ~~ten dollars and fifty cents~~ **twelve dollars (\$10.50 12.00)**, except where free meals are provided.
- 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 and fifty cents~~ **twelve dollars (\$10.50 12.00)**, except where free meals are provided.

## Compensation

~~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. **National Indigenous Peoples Day**
- f. Canada Day,
- g. Labour Day,
- h. the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- i. Remembrance Day,
- j. Christmas Day,
- k. Boxing Day,
- l. ~~one two (2)~~ additional days in each year that, ~~in the opinion of the Employer, is are~~ recognized to be a provincial or civic holiday 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 a provincial or civic holidays, the **third (3<sup>rd</sup>) Monday in February and the** first (1<sup>st</sup>) Monday in August.
- m. one additional day when proclaimed by an act of Parliament as a national holiday.

**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.**

## Article 24 – Travelling Time

### Travelling Time

24.04 If an employee is required to travel as set forth in clauses 24.02 and 24.03:

- 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~~ **fifteen** (~~15~~ **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~~ **fifteen** (~~15~~ **12**) hours' pay at the straight-time rate of pay.

### Compensation

~~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.~~

### Travel status leave

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.~~

## Article 28.03 – Leave general

28.03 An employee is entitled, once in each fiscal year, to be informed upon request, of the balance of the employee's ~~vacation and sick~~ leave credits.



## Article 29 – Vacation leave with pay

The Association proposes to engage in interest-based bargaining to jointly discuss and develop improvements to vacation leave, including but not limited to an annual leave purchase option.

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

### Accumulation of vacation leave credits

29.02

For greater certainty, severance payments taken **as a result of the elimination of severance pay for voluntary separation under clauses 25.06 to 25.08**, or similar provisions in other collective agreements, do not reduce the calculation of service for employees who have not yet left the public service.

### Entitlement to vacation leave with pay

29.03 An employee is entitled to vacation leave with pay to the extent of the employee's earned credits but an employee who has completed six (6) months of continuous employment **is may entitled to** receive an advance of credits equivalent to the anticipated credits for the current vacation year.

### Scheduling of vacation leave with pay

29.06 Where, in respect of any period of vacation leave with pay, an employee:

- a. is granted bereavement leave, or
- b. is granted leave with pay because of illness in the immediate family, or
- c. is granted sick leave **on production of a medical certificate**, or
- d. is granted court leave in accordance with clause 41.01,

the period of vacation leave with pay so displaced shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

## Article 31 – Medical appointment for pregnant employees **or persons with chronic medical conditions**

31.01 Up to three decimal seven five (3.75) hours of **required** reasonable time off with pay will be granted to pregnant employees, **persons with chronic medical conditions, the spouse of a pregnant employee or of a person with chronic medical conditions**, for the purpose of attending routine

medical appointments **related to the pregnancy or chronic medical conditions, or to accompany their spouse.**

## Article 33.02 – Maternity allowance

*\*The Union reserves the right to introduce further proposals in relation to Bill 174, an act amending the Québec Parental Insurance Plan.*

### 33.02

- 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 before receiving Employment Insurance maternity benefits, **one hundred ninety three** per cent (**100% 93%**) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period, and
  - ii. for each week the employee receives a maternity benefit under the Employment Insurance or the Québec Parental Insurance plan, she is eligible to receive the difference between **one hundred ninety three** per cent (**100% 93%**) of her weekly rate 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, **one hundred ninety three** per cent (**100% 93%**) of her weekly rate of pay, less any other monies earned during this period.

## Article 33 – Special maternity allowance for totally disabled employees

### 33.03

- a. An employee who:
  - i. fails to satisfy the eligibility requirement specified in subparagraph 33.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the Government Employees Compensation Act prevents

her from receiving Employment Insurance or Québec Parental Insurance Plan maternity benefits, and

- ii. has satisfied all of the other eligibility criteria specified in subparagraph 33.02(a), other than those specified in sections (A) and (B) of subparagraph 33.02(a)(iii), shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph 33.03(a)(i), the difference between ~~one hundred ninety-three~~ per cent ~~(100% 93%)~~ of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the Government Employees Compensation Act.

## Article 34 – Maternity-related reassignment or leave

34.01 An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the ~~seventy-eight (78<sup>th</sup>)~~ ~~twenty-fourth (24<sup>th</sup>)~~ week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child. On being informed of the cessation, the Employer, with the written consent of the employee, shall notify the appropriate work place committee or the health and safety representative.

34.05 Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than ~~seventy-eight (78)~~ ~~twenty-four (24)~~ weeks after the birth.

## Article 35 – Parental leave without pay

*\*The Union reserves the right to make further proposals in relation to Bill 174, an Act amending the provision under the Québec Parental Insurance Plan.*

35.01

- a. Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to ~~sixty-three thirty-seven (37)~~ ~~(63)~~ consecutive weeks in the ~~seventy-eight fifty-two (52)~~ ~~(78)~~ week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.

- b. Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to ~~sixty-three (63)~~ **thirty-seven (37)** consecutive weeks in the ~~seventy-eight (78)~~ **fifty-two (52)** week period beginning on the day on which the child comes into the employee's care.
- c. Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two (2) periods.
- d. Notwithstanding paragraphs (a) and (b):
  - i. where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay, or
  - ii. where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

- e. An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the commencement date of such leave.
- f. The Employer may:
  - i. defer the commencement of parental leave without pay at the request of the employee;
  - ii. grant the employee parental leave without pay with less than four (4) weeks' notice;
  - iii. require an employee to submit a birth certificate or proof of adoption of the child.
- g. Parental leave without pay taken by a couple employed in the Public Service shall not exceed a total of ~~thirty-seven (37)~~ **sixty-three (63)** weeks for both individuals combined. For the purpose of this paragraph, Public Service means any portion of the Public Service of Canada specified in Schedule I and IV of the Financial Administration Act.
- h. Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

### 35.02

- 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 before receiving Employment Insurance parental benefits, ~~one hundred ninety-three~~ per cent (~~100% 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 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 **one hundred ninety-three** per cent (**100% 93%**) of his or her weekly rate 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, **one hundred ninety-three** per cent (**100% 93%**) of her weekly rate of pay for each week, less any other monies earned during this period;
  - iv. where an employee has received the full **sixty-one (61)** ~~thirty-five (35)~~ weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, he/she is eligible to receive a further parental allowance for a period of one (1) week, **one hundred ninety-three** per cent (**100 % 93%**) of his/her 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.
- d. At the employee's request, the payment referred to in subparagraph 35.02 (c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan parental benefits.
  - e. The parental 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 he or she is required to repay pursuant to the Employment Insurance Act, or the Parental Insurance Act in Québec.
  - 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 maternity or parental 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 maternity or parental 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 she or he is appointed.
- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is 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 that would increase the parental allowance, the allowance shall be adjusted accordingly.
- j. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- k. The maximum combined shared maternity and parental allowances payable under the Collective Agreement shall not exceed **seventy-eight (78)** ~~fifty two (52)~~ weeks for each combined maternity and parental leave without pay.

## **Article 36 – Leave without pay for the care of immediate family**

36.01 Both parties recognize the importance of access to leave for the purpose of care for the **immediate** family.

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), **father-in-law, mother-in-law, daughter-in-law, son-in-law**, 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.

36.03 Subject to clause 36.02 and operational requirements, an employee 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;
- e. notwithstanding clause 36.02 and paragraph 36.03(b) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI)

Compassionate Care Benefits shall be granted leave for periods **up to twenty-eight (28) weeks of less than three (3) weeks** while in receipt of or awaiting these benefits;

- f. leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.

**36.04 Where an employee is subject to a waiting period before receiving Employment Insurance Compassionate Care benefits, he or she shall receive an allowance of ninety-three per cent (93%) of her weekly rate of pay.**

**36.05 For each week the employee receives a Compassionate Care benefit under the Employment Insurance Plan, he or she shall receive the difference between ninety-three per cent (93%) of his or her weekly rate and the Compassionate Care benefit.**

**36.046** An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.

**36.057** All leave granted under Leave Without Pay for the Long-Term Care of a Parent or under Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of previous Financial Management collective agreements or other agreements will not count towards the calculation of the maximum amount of time allowed for Care of Immediate Family during an employee's total period of employment in the Public Service.

## **Article 37– Leave with pay for family-related responsibilities**

The Association proposes to engage in interest-based bargaining to jointly discuss and develop improvements to leave with pay for family-related responsibilities.

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

## **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, **dependents, individuals over**

which the employee has power of attorney and any relative permanently residing in the employee's household or with whom the employee permanently resides.

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40.02 When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement leave with pay. Such bereavement 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. 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.

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40.04 An employee is entitled to 3.75 hours of bereavement leave with pay for the purpose related to the death of his or her friend, family relative or other person that is not outlined above in the definition of family.

## Article 42 – Personnel selection leave

42.01 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 where the employee is required to complete on-line tests, take-home assignments, interviews via video conference and other requirements and for such further period as the Employer considers reasonable for the employee to travel to and from the place where the employee's presence is so required. This clause applies equally in respect of the personnel selection processes related to deployment.

## Article 45 – Technological change

45.01 The parties have agreed that in cases where as a result of technological change the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, the relocation of a work unit or work formerly performance by a work unit, the National Joint Council Work Force Adjustment Directive concluded by the parties will apply. In all other cases the following clauses will apply.

45.02 In this Article "technological change" means:

- a. the introduction by the Employer of equipment, or material, systems or software of a different nature than that previously utilized; and



- b. a change in the Employer's operation directly related to the introduction of that equipment or material, **systems or software.**

45.03 ~~Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations.~~ Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.

45.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than **three hundred and sixty (360) days** ~~one hundred and eighty (180) days~~ written notice to the Association of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

45.05 The written notice provided for in clause 45.04 will provide the following information:

- a. the nature and degree of change;
- b. the anticipated date or dates on which the Employer plans to effect change;
- c. the location or locations involved.
- d. the approximate number and type of employees likely to be affected by the technological change;**
- e. the effect that the technological change is likely to have on the terms and conditions of employment of the employees affected.**

**45.06 The business case and all other documentation that demonstrates the need for the technological change and the complete formal and documented risk assessment that was undertaken as the change pertains to the employees directly impacted, all employees who may be impacted and to the citizens of Canada if applicable, and any mitigation options that have been considered.**

45.0**67** As soon as reasonably practicable after notice is given under clause 45.04, the Employer shall consult meaningfully with the Association, **at a mutually agreed upon time,** concerning the effects of the technological change referred to in clause 45.05 on each group of employees. Such consultation will include but not necessarily be limited to the following:

- a. the approximate number, class and location of employees likely to be affected by the change;
- b. the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

45.078 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Employer will ~~make every reasonable effort to~~ provide the necessary training during the employee's working hours and at no cost to her.

## 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 workplace.

47.02 Harassment refers to improper conduct by an individual, that is directed at and offensive to another individual in the workplace, including at any event or any location related to work, and that the individual knew or ought reasonably to have known would cause offence or harm. It comprises objectionable act(s), comment(s) or display(s) that demean, belittle, or cause personal humiliation or embarrassment, and any act of intimidation or threat. It also includes harassment within the meaning of the *Canadian Human Rights Act* (i.e. based on race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability and pardoned conviction). Harassment is normally a series of incidents but can be one severe incident which has a lasting impact on the individual.

47.023

(a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

(b) If by reason of paragraph 47.023(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

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

47.05 Upon request by the complainant(s) and /or respondent(s), an official copy of the initial assessment, referred to in 47.10 and final investigation report, referred to in 47.17, shall be provided to them by the Employer subject to the *Access to Information Act* and *Privacy Act*.

Eliminating Harassment Prevention

47.06 The Employer shall establish a harassment reduction work plan for the entire workforce in a department. The harassment reduction work plan will lay out objectives, targets, activities and indicators for addressing harassment in the department.

47.07 The Employer shall consult and involve the Association on the design and implementation and monitoring of results of the harassment reduction work plan.

47.08 The Employer and Association will organize mandatory joint courses on harassment for managers and employees within 2 years of the signing of this agreement.

47.09 Thereafter, new Association representatives and managers shall be required to complete a joint Harassment Course within 1 year of appointment.

#### Handling of Complaints

47.10 Upon receiving a complaint or grievance the employer will undertake an initial assessment of the complaint or grievance. If the initial assessment of the case warrants the appointment of an external investigator this appointment shall be made within 10 days of receipt of the complaint.

47.11 Employees have a right to different reporting structures when they make a harassment complaint or grievance against someone with managerial or supervisory responsibilities over them. When requested by the employee the employer shall arrange for different reporting relationships.

#### Investigations

47.12 The Employer shall conduct an investigation into any complaint or grievance on harassment.

47.13 The investigation shall include interviews of the complainant or griever, any person accused in the complaint, witnesses and other persons named in the complaint.

47.14 Any Association member interviewed by the Employer may if he/she wishes, have Association representation present during the interview.

47.15 The Employer shall ensure that the investigation begins within 5 days of the appointment of an investigator. Investigations will normally be completed within 15 days of the appointment of an investigator.

47.16 The Employer agrees that the Association has a right to conduct its own investigation and has a right to interview all witnesses and access the workplace for this purpose.

47.17 Investigation reports shall be made available to the complainant or grievor and the alleged harasser and to the Association when involved in the representation.

47.18 The principles of natural justice will apply to the conduct of harassment investigations by the employer.

## Article 50 – Employee performance agreement and employee files

50.03 Upon written request of an employee, the employee's personnel file shall be made available ~~once (1) per year~~ for the employee's examination in the presence of an authorized representative of the Employer.

## 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, provide 4 week notice to 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.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.

## Article 55 – Acting pay

55.01

- a. When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least three (3) consecutive working days, the employee shall be paid acting pay calculated from the date on which the employee commenced to act as if the employee had been appointed to that higher classification level for the period in which the employee acts.
- b. When a day designated as a paid holiday occurs during the qualifying period the holiday shall be considered as a day worked for purposes of the qualifying period.

- c. 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 used towards the calculation of increments regardless of any breaks in service that may occur.

## 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 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 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 Article –Term employment

XX.01 Term employment is one option to meet temporary business needs, such as backfilling temporary vacancies resulting from indeterminate employees on leave or on acting/developmental assignments, or for short-term projects or for fluctuating workloads.

XX.02 This option shall be used only in situations where a need clearly exists for a limited time and is not anticipated to become a permanent ongoing need.

XX.03 A series of term appointments shall not be used to avoid the hiring of full-time indeterminate employees.

XX.04 Term employees shall be entitled to all of the rights, privileges and benefits of the Collective Agreement.

XX.05 Term employees shall be treated fairly and responsibly (i.e. reasonable renewal/ non-renewal notice, performance feedback, appointments/re-appointments that truly reflect the expected duration of the work, and orientation upon initial appointment).

XX.06 Term employment shall not be used as a substitute probationary period for indeterminate staffing.

XX.07 Where a person who has been employed in the same department/agency as a term employee for a cumulative working period of three (3) years without a break in service longer than sixty (60) consecutive calendar days, the department/agency shall appoint the employee indeterminately at the level of his/her substantive position. The "same department" includes functions that have been transferred from another department/agency by an Act of Parliament or by an Order-in-Council.

XX.08 The Employer agrees not to artificially create a break in service or reduce a term employee's scheduled hours in order to prevent the employee from attaining full-time indeterminate status.

XX.09 Periods of term employment where the source of funding for salary dollars is from external sources and for a limited duration (sunset funding) shall not count as part of the cumulative working period. Departments/agencies shall identify a program, project, or initiative as being sunset funded. Term employees shall be advised in writing, at the time that they are offered employment or re-appointed in such programs/projects/initiatives, that their period of employment will not count in the calculation of the cumulative working period for indeterminate appointment. However, periods of term employment immediately before and after such employment shall count as part of the cumulative working period where no break in service longer than 60 consecutive calendar days has occurred.

Moreover, if a period of term employment that occurs immediately after a period of sunset funding is a continuation of the work or project, which the sunset funding initially supported, but with operational funding for the same purpose, the period of time during which the sunset funding applied will count in the calculation of the cumulative working period as long as no break in service longer than 60 consecutive calendar days has occurred.

## **New Article – Protections against contracting out**

XX.01 The Employer shall use existing employees or hire and train new employees before contracting out work described in the Bargaining Certificate and in the Group Definition.

XX.02 The Employer shall consult with the Association and share all information that demonstrates why a contracting out option is preferable. This consultation shall occur before a decision is made so that decisions are made on the best information available from all stakeholders.

XX.03 Shared information shall include but is not limited to expected working conditions, complexity of tasks, information on contractors in the workplace, future resource and service requirements, skills inventories, knowledge transfer, position vacancies, workload, and potential risks and benefits to impacted employees, all employees affected by the initiative, and the public.

XX.04 The Employer shall consult with the Association before:

- a. any steps are taken to contract out work currently performed by bargaining unit members;
- b. any steps are taken to contract out future work which could be performed by bargaining unit members; and
- c. prior to issuing any Request for Interest proposals.

XX.05 The Employer shall review its use of temporary staffing agency personnel on an annual basis and provide the Association with a comprehensive report on the uses of temporary staffing, no later than three (3) months after the review is completed. Such notification will include comparable Public Service classification level, tenure, location of employment and reason for employment, and the reasons why indeterminate, term or casual employment was not considered, or employees were not hired from an existing internal or external pool.

## **New Article – Medical or dental appointments**

XX.01 Employees shall be granted leave with pay up to half a day of paid time off to attend eye exams, medical and dental appointments.

xx.02 This includes the time needed to travel to and from the appointment and is to be scheduled to cause as little disruption to services as possible.

xx.03 If the time required exceeds half a day, the excess is to be charged against the appropriate leave.

xx.04 For a full time employee, a half day is considered to be one half of the normal daily hours of work (i.e. a maximum of 3.75 hours for an employee whose workday is 7.5 hours,) including those employees working variable hours. For a part-time employee, the time off with pay would be in the same proportion as their normal daily hours of work compared with the normal daily hours of work of a full time employee.

#### Medical Certificate

XX When an employee is asked to provide a medical certificate by the Employer, the employee shall be reimbursed by the Employer for all costs associated with obtaining the certificate. Employees required to provide a medical certificate shall also be granted leave with pay for all time associated with the obtaining of said certificate.

## New Article – Classification, staffing and pensions

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.

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.

## New Article – Conversion of existing forms of leave with pay

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.

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

## **New Article – Recreation and wellness allowance**

xx.01 The Employer will reimburse up to a maximum of \$250.00 annually for services or goods for the maintenance of the employee's physical or mental wellness. Written pre-approval and receipts are required to qualify for reimbursement.

## **New Article – Leave with income averaging**

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.**

## **New Article – Transfer of employee file**

The Association proposes to engage in interest-based bargaining to jointly discuss transfer of employee file between departments in cases of deployment, promotion or mobility between departments.

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

## **New Article – Transportation allowance**

xx.01. The employer shall pay annually up to four hundred dollars (\$400) towards public transportation to travel to and from work. Receipts are required for reimbursement.

## **New Allowances – Education, supervisory, recruitment and retention**

The Association has an interest in exploring the inclusion of additional allowances to recognize and appropriately compensate FIs who:

- 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.
- To compensate for increase duties related to Phoenix

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.

## Appendix A

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.

### **New – Leave without pay**

The Association proposes to engage in interest-based bargaining to jointly discuss an interest of allowing employees to purchase leave.

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

### **New – Reimbursement of provincial health premiums**

The Association proposes to engage in interest-based bargaining to jointly discuss a reimbursement of provincial health premiums.

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