



Treasury Board of Canada
Secrétariat

Secrétariat du Conseil du Trésor
du Canada

**EMPLOYER PROPOSALS
FOR THE
FOREIGN SERVICE (FS) GROUP**

**NEGOTIATIONS FOR THE RENEWAL
OF THE COLLECTIVE AGREEMENT
EXPIRING ON JUNE 30, 2014**

September 24, 2014

INTRODUCTION

The Employer's objective for this round of bargaining is to advance the government's human resources modernization agenda by implementing a new disability and sick leave management system, by providing salary increases which respect the government's fiscal restraint, and by setting the duration of the collective agreement in order to provide financial predictability. Such an approach is fair for taxpayers and public servants, and will contribute to a healthier, more productive workforce.

Without prejudice, attached are the Employer proposals for the negotiation of a collective agreement covering employees who are members of the Foreign Service bargaining unit. The Employer reserves the right to present other proposals in negotiations as well as counter-proposals with respect to bargaining agent's demands.

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

Throughout this document, proposed changes are highlighted in **bold** font. Where deletions are proposed, the words have a strikethrough “—”.

GENERAL

The Employer proposes to:

1. simplify, consolidate and standardize where appropriate;
2. review and amend, as necessary, the collective agreement in relation to recent legislative changes, or any other required administrative changes in terminology;
3. discuss pay administration issues, including an extension to the implementation period.

VARIOUS REFERENCES TO “CASH”

ARTICLE 14 OVERTIME

14.06 The Employer shall endeavour to pay ~~cash~~ overtime compensation by the eighth (8th) week after which it is claimed.

14.07 Compensatory Leave

- (a) Compensation earned under this Article and the Designated Holiday article shall be compensated ~~in cash~~ or, upon mutual agreement between the employee and the Employer, in equivalent leave with pay.

ARTICLE 22 VACATION LEAVE

22.07 Carry-Over of Vacation Leave

References in (b), (c) and (d)

ARTICLE 2
INTERPRETATION AND DEFINITIONS

“continuous employment” has the same meaning as specified in the Directive on Terms and Conditions of Employment ~~on the date of signing of this agreement~~ (emploi continu),

ARTICLE 4
CHECK-OFF

4.01 ~~Subject to the provisions of this Article, the~~ **The** Employer will, as a condition of employment, deduct an amount equal to the membership dues from the monthly pay of all employees in the bargaining unit.

4.03

- (a) ~~For new employees to the bargaining unit, the provisions of clause 4.01~~ **For the purpose of applying clause 4.01, deductions from pay for each employee** will commence the first (1st) **day of the month that will result in a full calendar** month of employment to the extent that earnings are available.
- (b) Where any employee does not have sufficient earnings in respect of any month to permit deductions, the Employer shall not be obligated to make such deductions from subsequent salary.

4.04 An employee, who satisfies the ~~Employer Association as to the bona fides of his or her claim and to the extent that she~~ declares in an affidavit that she is a member of a religious organization whose doctrine prevents **him or her** as a matter of conscience from making financial contributions to an employee organization and that **he or she** will make contributions to a charitable organization registered pursuant to the *Income Tax Act*, equal to dues, shall not be subject to this Article, provided that the affidavit submitted by her is countersigned by an official representative of the religious organization involved. **The Association will inform the Employer accordingly.**

4.05 The amounts deducted in accordance with clause 4.01 shall be remitted to the Association ~~by cheque~~ within a reasonable period of time after deductions are made and shall be accompanied by the name and pay number of each employee and the amount of the deductions made on the employee's behalf.

~~**4.06** The Employer shall provide a monthly revocable check off of premiums payable on insurance plans, provided by the Association for its members in the bargaining unit, on the basis of presentation of appropriate documentation, provided that the amounts so deducted are combined with membership dues in a single monthly deduction. The Employer will not be required to inform an employee when her insurance plan coverage is affected because of lack of sufficient earnings to cover deductions or because of her transfer out of or into the bargaining unit.~~

ARTICLE 5**PROVISION OF COMMUNICATION FACILITIES****USE OF EMPLOYER FACILITIES**

~~5.01~~ — The communication facilities of the Employer are for the delivery of government programs. Nevertheless, in the situations circumscribed by clauses 5.03 and 5.04 and subject to operational requirements, the Employer agrees to cooperate in providing certain facilities for communications between the Association and the employees on foreign assignment.

~~5.02~~ — The Association agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

~~5.03~~ — **Foreign Affairs Mail Distribution Service**

~~Notwithstanding any restrictions on use of government mail facilities, the departmental internal mail facilities may be used for communications between the Association and the employees on foreign assignment, in conformity with applicable Employer policies as amended from time to time.~~

~~5.04~~ — **Departmental Electronic Mail Systems**

- ~~(a)~~ — The departments shall allow the Association to use the departmental electronic network to distribute information to the members of the Association pursuant to sub-paragraphs 5.04(i), (ii) and (iii);
- ~~(i)~~ — The Association shall endeavour to avoid requests for distributing information, which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Distribution of information shall require the prior approval of the department.
 - ~~(ii)~~ — The Association shall provide to the authorized representative a paper and electronic (ready for transmission) copy of the documents it wants to distribute.
 - ~~(iii)~~ — Such approval shall be requested from the authorized representative or his or her delegate at the national level; it shall not be unreasonably withheld.

~~(iv) — The Department will endeavour to transmit the approved information via its electronic network within three working days (not counting Saturdays, Sundays and Designated Paid Holidays). The person responsible for the approval will ensure the distribution of the information.~~

~~(b) — The departments will ensure a hyperlink to the Association's website from its intranet through the Association.~~

5.05 5.01 Bulletin Boards

Reasonable space on bulletin boards, in convenient locations, including electronic bulletin boards where available, will be made available to the Association for the posting of official Association notices. The Association shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Association, including the names of Association representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

NEW ARTICLE
EMPLOYEE REPRESENTATIVES

xx.xx The Employer acknowledges the right of the Association to appoint or otherwise select employees as representatives.

xx.xx The Association and the Employer shall endeavour in consultation to determine the jurisdiction of each representative, having regard to the plan of organization, the number and distribution of employees at the workplace and the administrative structure implied by the grievance procedure. Where the parties are unable to agree in consultation, any dispute shall be resolved by the grievance/ adjudication procedure.

xx.xx The Association shall notify the Employer in writing of the names and jurisdictions of its representatives identified pursuant to clause xx.xx.

xx.xx

- (a) A representative shall obtain the permission of his or her immediate supervisor before leaving his or her work to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his or her supervisor before resuming his or her normal duties.
- (b) Where practicable, when management requests the presence of an Association representative at a meeting, such request will be communicated to the employee's supervisor.
- (c) An employee shall not suffer any loss of pay when permitted to leave his or her work under paragraph (a).

xx.xx The Association shall have the opportunity to have an employee representative introduced to new employees as part of the Employer's formal orientation programs, where they exist.

NEW ARTICLE
LEAVE WITH OR WITHOUT PAY
FOR ASSOCIATION BUSINESS

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

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

- (a) to an employee who makes a complaint on his or her own behalf before the Public Service Labour Relations Board;

and

- (b) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Association making a complaint.

Applications for Certification and Representations and Interventions With Respect to Applications for Certification

xx.xx When operational requirements permit, the Employer will grant leave without pay:

- (a) to an employee who represents the Association in an application for certification or in an intervention;

and

- (b) to an employee who makes personal representations with respect to a certification.

xx.xx The Employer will grant leave with pay:

- (a) to an employee called as a witness by the Public Service Labour Relations Board;

and

- (b) when operational requirements permit, to an employee called as a witness by an employee or the Association.

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

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

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

Adjudication

xx.xx When operational requirements permit, the Employer will grant leave with pay to an employee who is:

- (a) a party to an adjudication;
- (b) the representative of an employee who is a party to an adjudication;
- or
- (c) a witness called by an employee who is a party to adjudication.

Meetings during the Grievance Process

xx.xx Where an employee representative wishes to discuss a grievance with an employee who has asked or is obliged to be represented by the Association in relation to the presentation of his or her grievance, the Employer will, where operational requirements permit, give them reasonable leave with pay for this purpose when the discussion takes place in their headquarters area and reasonable leave without pay when it takes place outside their headquarters area.

xx.xx Subject to operational requirements,

- (a) when the Employer originates a meeting with a grievor in his headquarters area, he or she will be granted leave with pay and “on duty” status when the meeting is held outside the grievor’s headquarters area;

- (b) when a grievor seeks to meet with the Employer, he or she will be granted leave with pay when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area;
- (c) when an employee representative attends a meeting referred to in this clause, he or she will be granted leave with pay when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area.

Contract Negotiation Meetings

xx.xx When operational requirements permit, the Employer will grant leave without pay to an employee to attend contract negotiation meetings on behalf of the Association.

Preparatory Contract Negotiation Meetings

xx.xx When operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings.

Meetings between the Association and Management Not Otherwise Specified in This Article

xx.xx When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Association.

Representatives' Training Courses

xx.xx 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.

ARTICLE 9
EMPLOYEE PERFORMANCE REVIEWS

9.03

- (a) At the beginning of an employee's assignment and annually thereafter, the manager in consultation with the employee, will establish the employee's objectives for the year.

- (b) If during an employee's assignment a concern arises with respect to the employee's performance, the Employer will bring those concerns to the attention of the employee in a timely manner. ~~Except in cases of adverse impact on Canadian's interests abroad, the employee shall be given a reasonable opportunity to bring the performance up to the performance standard.~~

ARTICLE 12
HOURS OF WORK

12.01 Normal Work Week

- (a) The normal work week shall be thirty-seven decimal five (37.5) hours from Monday to Friday inclusive, and the normal work day shall be seven decimal five (7.5) hours, exclusive of a lunch period, between the hours of 7:00 a.m. and 6:00 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 7:00 a.m. and 6:00 p.m. and such request shall not be unreasonably denied.
- (c) **Notwithstanding (a), an employee's normal work week may be determined by the Employer to meet the requirement of the operations of the mission.**

ARTICLE 12
HOURS OF WORK

12.03 Special Hours of Work

- (c) If, as a result of the application of paragraph (b), an employee's hours of work are changed to extend before or beyond the stipulated hours of 7:00 a.m. and 6:00 p.m., as provided in clause 12.01, and the employee has not received at least ~~five (5) days~~ **forty-eight (48) hours** notice in advance of such change, he shall be paid for the first (1st) day worked subsequent to such change at time and one-half (1 1/2). Subsequent days worked on the revised hours shall be paid for at straight time, subject to the overtime provisions of this Agreement. The above notice requirement does not apply when the change in hours of work results from a posting abroad or an assignment in Canada, pursuant to a rotational pattern, or from temporary duty abroad or in Canada, if posted abroad.

ARTICLE 14
OVERTIME

14.04 Overtime Compensation on a Day of Rest

- (a) Subject to clause 14.02, an employee who is required by the Employer to report for duty and works on his days of rest shall be compensated for each completed period of fifteen (15) minutes of overtime worked by him on his days of rest;
- (b) on the employee's first day of rest, at the rate of time and one-half (1 1/2) for the first seven decimal five (7.5) hours of overtime worked and at the double (2) time rate for each contiguous hour thereafter;
- (c) on the employee's second or subsequent day of rest:
 - (i) at the basis of double (2) time for each hour of overtime worked **provided that the employee has worked overtime on the immediately preceding day of rest.** Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest;
 - (ii) notwithstanding paragraph (b) and sub-paragraph (c)(i) above, if, in an unbroken series of consecutive and contiguous calendar days of rest, the Employer permits the employee to work the required overtime on a day of rest requested by the employee, then the compensation shall be at time and one-half (1 1/2) for the first (1st) day worked.

ARTICLE 14
OVERTIME

14.05 Reporting Pay

Subject to clause 14.02, an employee who is ~~required~~ **scheduled** by the Employer to report for duty and reports on a day of rest shall be paid the greater of:

- (a) compensation for each completed period of fifteen (15) minutes worked at the applicable overtime rate of pay;

or

- (b) compensation for a minimum period of three (3) hours at the applicable overtime rate of pay, except that this minimum shall apply only the first time that he reports for work during a period of eight (8) hours starting with his first reporting.

ARTICLE 14
OVERTIME

14.07 Compensatory Leave

- (c) Compensatory leave earned in a fiscal year and outstanding on September 30 of the next following fiscal year shall be paid at the employee's ~~daily~~ **hourly** rate of pay on September 30.

ARTICLE 14
OVERTIME

14.08 Transportation Expenses

- (a) When an employee is required to report for work and reports under the conditions described in clause 14.05, and is required to use transportation services other than normal public transportation services, he shall be reimbursed for reasonable expenses incurred as follows:
- (i) ~~mileage allowance~~ at the **kilometric** rate normally paid to an employee when authorized by the Employer to use his automobile when the employee travels by means of his own automobile,

or

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

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

ARTICLE 17
DESIGNATED PAID HOLIDAYS

17.07 Reporting Pay

When an employee is ~~required~~ **scheduled** to report for work and reports on a designated paid holiday, she shall be paid the greater of:

- (a) compensation in accordance with the provisions of clause 17.06,

or
- (b) compensation for a minimum period of three (3) hours at the applicable overtime rate of pay, except that this minimum shall apply only the first (1st) time that she reports for work during a period of eight (8) hours starting with her first (1st) reporting.

ARTICLE 18
TRAVELLING TIME

18.04 Subject to clause 18.01, if an employee is required to travel as set forth in clauses 18.02 and 18.03:

- (a) on a normal working day on which the employee travels but does not work, he shall receive his regular pay for the day,
- (b) on a normal working day on which the employee travels and works, he shall be paid:
 - (i) his regular pay for the day for a combined period of travel and work not exceeding his regular scheduled working hours,

and
 - (ii) at the applicable overtime rate for each completed period of fifteen (15) minutes travelled in excess of his regularly scheduled hours of work and travel, to a maximum payment of twelve (12) hours pay at the straight-time hourly 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 each completed period of fifteen (15) minutes travelled to a maximum of twelve (12) hours' pay at the straight-time hourly rate of pay.
- (d) **for the purpose of paragraphs 18.04 (b) and (c), should a period of work and travel continue into the next day, the employee's total travel period will be deemed to have taken place on the day it started.**

18.06 Compensatory Leave

Upon request of an employee and with the approval of the Employer, **or at the request of the Employer and the concurrence of the employee**, compensation at the overtime rate earned under this Article may be granted in compensatory leave with pay and subject to clause 14.07 Compensatory leave.

ARTICLE 19
PART-TIME EMPLOYEES

19.09 Vacation Leave

A part-time employee shall earn vacation leave credits for each month in which she receives pay for at least twice (2) the number of hours in her normal work week, at the rate for years of service established in clause 22.02, prorated and calculated as follows:

- (a) when the entitlement is nine decimal three seven five (9.375) hours a month, zero decimal two five zero (0.250) multiplied by the number of hours in the employee's work week per month;

ARTICLE 20
SEVERANCE PAY

The Employer would like to discuss the required amendments pursuant to the removal of severance pay for voluntary separations (resignation and retirement).

ARTICLE 21
LEAVE GENERAL

~~21.06 — When leave is granted, it will be granted on an hourly basis and the hours debited for each day of leave shall be the same as the hours the employee would normally have been scheduled to work on that day, except for Bereavement Leave With Pay where a day is a calendar day.~~

NEW

21.06 An employee is not entitled to leave with pay during periods he or she is on leave without pay or under suspension.

ARTICLE 22
VACATION LEAVE

22.03 For the purpose of clauses 22.02 and 22.16 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 year following the date of lay-off. For greater certainty, severance termination benefits taken under clauses 20.05 to 20.08, or similar provisions in other collective agreements, do not reduce the calculation of service for employees who have not left the public service.

(a) For the purpose of clause 22.03 only, effective April 1, 2012 on a go forward basis, any former service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force on Class B or C service, shall also be included in the calculation of vacation leave credits.

ARTICLE 22
VACATION LEAVE

22.04 Entitlement to Leave

An employee is entitled to vacation leave to the extent of his earned credits but an employee who has completed six (6) months of continuous ~~employment~~ **service** is entitled to receive an advance of credits equivalent to the anticipated credits for the **current** vacation year.

ARTICLE 22
VACATION LEAVE

22.07 Carry-Over of Vacation Leave

- (a) Employees ~~must normally~~ **are expected to** take all their vacation leave during the vacation year in which it is earned.

- (b) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him, the unused portion of his vacation leave up to a maximum of ~~three hundred (300)~~ **two hundred and twenty-five (225)** hours credits shall be carried over into the following vacation year. All vacation leave credits in excess of ~~three hundred (300)~~ **two hundred and twenty-five (225)** hours shall be automatically ~~paid in cash~~ **compensated** at his ~~daily-hourly~~ **daily hourly** rate of pay as calculated from the classification prescribed in his certificate of appointment of his substantive position on the last day of the vacation year.

- (c) During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits may be ~~paid in cash~~ **compensated** at the employee's ~~daily~~ **daily hourly** rate of pay as calculated from the classification prescribed in his certificate of appointment of his substantive position on March 31st of the previous vacation year.

- (d) Notwithstanding paragraph (b), if on the date an employee becomes subject to this Agreement, he has more than ~~three hundred (300)~~ **two hundred and twenty five (225)** hours of unused vacation leave credits earned during previous years, a minimum of seventy-five (75) hours per year shall be granted, or ~~paid in cash~~ **compensated** by August 31st of each year, until all vacation leave credits in excess of ~~three hundred (300)~~ **two hundred and twenty five (225)** hours have been liquidated. Payment shall be in one instalment per year, and shall be at his ~~daily~~ **daily hourly** rate of pay as calculated from the classification prescribed in his certificate of appointment of his substantive position on March 31st, of the applicable previous vacation year.

22.14

- (a) Notwithstanding clause 22.10, an employee who resigns to accept an appointment with an organization as defined in Schedule V of the *Financial Administration Act* may choose not to be paid for unused vacation leave credits, provided that the appointing organization will accept such credits.

- (b) The Employer agrees to accept the unused vacation leave credits up to a maximum of two hundred and ~~sixty-two decimal~~ **twenty five (262.5225)** hours of an employee who resigns from an organization listed in Schedule V of the *Financial Administration Act* in order to take a position with the Employer if the transferring employee is eligible and has chosen to have these credits transferred.

ARTICLE 22
VACATION LEAVE

22.15

(a) Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 22.03.

~~(b) Transitional Provisions~~

~~Effective on the date of signing, employees with more than two (2) years of service, as defined in clause 22.03, shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay.~~

~~(c) The vacation leave credits provided in paragraphs 22.16(a) and (b) above shall be excluded from the application of clause 22.07 dealing with the Carry-over and/or Liquidation of Vacation Leave.~~

The Employer will also want to discuss any further consequential changes to other provisions in the collective agreement which may be impacted by the changes to the sick leave provision.

ARTICLE 23

SICK LEAVE WITH PAY

Pre-implementation of the Short Term Disability Plan (STDP), the existing clauses 23.01 to 23.08 will be maintained without changes.

Proposed New Article

Effective the date of implementation of the Short Term Disability Plan (STDP), clauses 23.01 to 23.08 shall no longer apply and will be replaced by the following:

Credits

23.01

- a) **As of the date of implementation of the Short Term Disability Plan, sick leave credits accumulated up to that date will be abolished.**
- b) **Allocation of sick leave credits under 23.02 will be subject to the deduction of any sick leave credits previously advanced prior to the implementation of the STDP.**

23.02 On the date of implementation of the Short term Disability Plan, an employee will be allocated sick leave credits, as follows:

- a) **An employee will be allocated thirty-seven decimal five (37.5) hours of sick leave credits on the first day of each fiscal year.**

Interim measure due to the date of implementation of the STDP: If the implementation date of the STDP occurs later than the first day of fiscal year, the allocation of sick leave credits will be pro-rated based on the number of days remaining in the fiscal year.

- b) **An employee appointed for a specified term of employment shall receive a pro-rated amount of sick leave credits, to a maximum of thirty-seven decimal five (37.5) hours, based on the length of their term employment and their normal assigned weekly hours of work.**
- c) **If an employee begins their employment in the core public administration during the fiscal year, their sick leave credits, to a maximum of thirty-seven decimal five (37.5) hours, shall be pro-rated based on the number of days remaining in the fiscal year.**

23.03 An employee shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury provided that:

- a) **he or she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer;**

and

- b) **he or she has the necessary sick leave credits.**

23.04 Unless otherwise informed by the Employer, a statement signed by the employee stating that, because of illness or injury, he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 23.03(a).

23.05 When an employee is granted sick leave with pay, and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

23.06 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay 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 27**LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY**

27.03 Subject to clause 27.02, an employee ~~shall~~ **may** be granted leave without pay for the Care of 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 Article shall be for a minimum period of three (3) weeks;
- (c) the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the public service;
- (d) leave granted for a period of one (1) year or less shall be ~~scheduled in a manner which ensures continued service delivery~~ **subject to operational requirements**;

~~27.05~~ Transitional provisions

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

~~An employee who, on the date of signature of this Agreement, is on Leave Without Pay for the Care and Nurturing of Pre-School Age Children (Article 25) or on Leave Without Pay for the Long Term Care of a Parent and Other Family Related Needs (Article 27) under the terms of the agreement expired on July 1, 2001, continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.~~

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

~~All leave granted under Leave Without Pay for the Long Term Care of a Parent and Other Family related Needs or under Leave Without Pay for the Care and Nurturing of Pre School Age Children under the terms of previous Foreign Service 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 32
COURT LEAVE WITH PAY

32.01 The Employer shall grant leave with pay to an employee for the period of time she is required:

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

ARTICLE 40
FOREIGN SERVICE DIRECTIVES AND
NATIONAL JOINT COUNCIL AGREEMENTS

40.05 All directives, policies or regulations, which the Association has opted to take part in consultation, as amended from time to time by the National Joint Council recommendations and which the Treasury Board of Canada has approved, form part of this agreement which may include any new directives, policies or regulations added during the term of this Collective Agreement.

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

~~Bilingualism Bonus Directive~~

~~Commuting Assistance Directive~~

~~First Aid to the General Public—Allowance for Employees~~

~~Foreign Service Directives~~

~~Isolated Posts and Government Housing Directive~~

~~Memorandum of Understanding on Definition of Spouse~~

~~Motor Vehicle Operations Directive~~

~~NJC Relocation Directive~~

~~Occupational Health and Safety Directive~~

~~Pesticides Directive~~

~~Public Service Health Care Plan Directive~~

~~Travel Directive~~

~~Uniforms Directive~~

~~Work Force Adjustment Directive~~

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

40.06 Grievances in regard to the ~~above~~ **National Joint Council** directives, **policies or regulations** shall be filed in accordance with clause 10.01 of the Article on grievance procedure in this Agreement.

ARTICLE 46
PAY ADMINISTRATION

The Employer wishes to discuss retroactivity.

ARTICLE 46**PAY ADMINISTRATION****46.04 Acting Pay**

An employee who is required by the Employer to substantially perform and performs the duties of a position which is classified at a higher classification level on an acting basis for a period of three (3) consecutive working days shall be paid acting pay calculated from the date on which he commenced to act as if he had been appointed to that higher classification level for the period he acts.

~~When an acting assignment is in an Executive (EX) position, the employee is excluded from the application of Article 14 (Overtime) for the period where the employee is subject to the Performance Management Program for Executives. For greater certainty, an employee receiving payments provided under Article 14 (Overtime), shall not be subject to the Performance Management Program for Executives for the same time period.~~

When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for the purpose of the qualifying period.

ARTICLE 48
TERM OF AGREEMENT

48.01 The duration of this Agreement shall be from the date it is signed to June 30, ~~2014~~**2018**.

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

48.03 The Employer will make every reasonable effort to implement the provisions of this Collective Agreement within a period of ~~ninety (90)~~ **one hundred and fifty (150)** days from the date of signing.

Retroactivity

The Employer reserves the right to present proposals regarding the date on which the provisions and the appendices of the new agreement become effective.

The Employer proposes a retroactivity period of twelve (12) months of the agreement, from the date of signing.

APPENDIX A
FOREIGN SERVICE GROUP
PAY RATES

- | | | |
|-----------|-------------------------------|----------------------|
| A) | Effective July 1, 2014 | 0.5% increase |
| B) | Effective July 1, 2015 | 0.5% increase |
| C) | Effective July 1, 2016 | 0.5% increase |
| D) | Effective July 1, 2017 | 0.5% increase |

PAY NOTES

3. Pay Increments

- (a) Effective August 1 of each year, a full-time employee shall receive an in-range pay increment provided they have received pay **in the FS group** for at least six (6) full months in the previous twelve (12) months.
- (b) Employees hired through a foreign service developmental program shall receive an in-range pay increase at month twelve (12) and twenty-four (24) of continuous service from date of entry into the program, provided they have met the competencies specified in the FSDP. Continuous service is reduced by any period of leave without pay in excess of three (3) months.

~~4. Foreign Service Development Program (FSDP)~~

~~Following the revision to the duration of the FSDP program, participants of the FSDP program who have successfully completed the thirty-six (36) months assessment of the program on July 1, 2005, will be deemed to have successfully completed the Program.~~

5. Transitional Measure

As a transitional measure, FSDP participants hired prior to January 1, 2003, upon successful completion of the FSDP program, will be promoted to the FS-2 level. The substantive FS-2 employee will be eligible for an individual merit assessment for promotion to the FS-3 level twelve (12) months after the employee has reached the maximum rate of pay in the FS-2 structure.

The provisions of the transitional measure cease to exist for employees who leave the FSDP program after April 7, 2005, even if they subsequently return to the program.