

**PAFSO/TBS NEGOTIATIONS 2014**  
**FS GROUP**  
**BARGAINING PROPOSALS**  
**SEPTEMBER 2014**

CURRENT LANGUAGE	PROPOSED CHANGE	STATUS
<p><b>Article 1 - Preamble</b></p> <p><b>1.01</b> The parties to this Agreement share a desire to improve the quality of the career foreign service within the Public Service of Canada, to maintain and enhance the professional standards of Foreign Service officers to the end that the people and Government of Canada will be well and effectively served in the furtherance of Canada's national interests in Canada and abroad. Accordingly, they are determined to establish within the framework provided by law an effective working relationship.</p> <p><b>1.02</b> The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Association and the career foreign service employees it represents, and to set forth certain terms and conditions of employment relating to remuneration, employee benefits and general working conditions affecting employees covered by this Agreement.</p> <p><b>1.03</b> The Employer will retain all the functions, rights, powers and authority not specifically abridged or modified by this Agreement.</p> <p><b>1.04</b> Nothing in this Agreement shall be construed as an abridgement or restriction of any employee's constitutional rights or of any right expressly conferred in an Act of the Parliament of Canada.</p>	<p><b>AMEND CLAUSE:</b></p> <p><b>1.03</b> The Employer will retain all the functions, rights, powers and authority not specifically abridged or modified by this Agreement. <i>It is understood in exercising these rights the employer will do so in a fair and reasonable manner.</i></p>	

<p><b>Article 2 - Interpretation and Definitions</b></p> <p><b>2.01</b> For the purpose of this Agreement:</p> <p><b>"Association"</b> means the Professional Association of Foreign Service Officers (Association),</p> <p><b>"bargaining agent"</b> means the Professional Association of Foreign Service Officers (agent négociateur),</p> <p><b>"bargaining unit"</b> means the employees of the Employer in the Foreign Service Group as described in the certificate issued by the Public Service Staff Relations Board on March 11, 1968 as amended on May 10, 1999 (unité de négociation),</p> <p><b>"common-law partner"</b> refers to a person living in a conjugal relationship with an employee for a continuous period of at least one (1) year (conjoint de fait), **</p> <p><b>"continuous employment"</b> 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),</p> <p><b>"daily rate of pay"</b> means an employee's weekly rate of pay divided by five (5) (taux de rémunération journalier),</p> <p><b>"double time"</b> means twice (2) the straight-time hourly rate (tarif double),</p> <p><b>"employee"</b> means a person who is a member of the bargaining unit (fonctionnaire),</p>	<p><b>ADD TO CLAUSE 2.01:</b></p> <p><b>Day of rest</b> in relation to an employee means a day, other than a designated paid holiday, on which that employee is not ordinarily required to perform the duties of the employee's position other than by reason of the employee being on leave,</p> <p><b>"designated paid holiday"</b> means the twenty-four (24) hour period commencing at 00:01 hour of a day designated as a holiday in this Agreement,</p> <p><b>"public service"</b> has the meaning given to that expression in the <i>Public Service Superannuation Act</i>,</p>	
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<p><b>"Employer"</b> means Her Majesty in right of Canada as represented by the Treasury Board, and includes any person authorized to exercise the authority of the Treasury Board (Employeur),</p> <p><b>"hourly rate of pay"</b> means an employee's daily rate of pay divided by seven decimal five (7.5) (taux de rémunération horaire),</p> <p><b>"overtime"</b> (heures supplémentaires) means:</p> <ul style="list-style-type: none"><li>a. in the case of a full-time employee, authorized work performed in excess of the employee's daily or weekly hours of work prescribed in this Collective Agreement, or</li><li>b. in the case of a part-time employee, authorized work performed in excess of seven decimal five (7.5) hours per day or thirty-seven decimal five (37.5) hours per week but does not include time worked on a holiday, or</li><li>c. for any employee whose normal scheduled hours of work are in excess of seven decimal five (7.5) hours per day, authorized work performed in excess of those normal scheduled daily hours or an average of thirty-seven decimal five (37.5) hours per week,</li></ul> <p><b>"part-time employee"</b> means an employee whose normal scheduled hours of work on average are less than thirty-seven decimal five (37.5) hours per week, but not less than those prescribed in the <i>Public Service Labour Relations Act</i>(fonctionnaire à temps partiel),</p> <p><b>"spouse"</b> will, when required, be interpreted to include</p>		
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<p>"common-law partner" except, for the purposes of the Foreign Service Directives, in which case the definition of "spouse" will remain as specified in Directive 2 of the Foreign Service Directives (époux),</p> <p><b>"time and one-half"</b> means one and one-half (1 1/2) times the straight-time (tarif et demi),</p> <p><b>"weekly rate of pay"</b> means an employee's annual rate of pay divided by fifty-two decimal one seven six (52.176) (taux de rémunération hebdomadaire).</p>		
<p><b>Article 3 - Recognition</b></p>	<p>NO CHANGE</p>	
<p><b>Article 4 - Check-Off</b></p>	<p>NO CHANGE</p>	
<p><b>Article 5 - Provision of Communication Facilities</b></p>	<p>NO CHANGE</p>	
<p><b>Article 6 - Information</b></p> <p><b>6.01</b> The Employer agrees to supply the Association each month with the name, geographic location and classification level of each employee who enters or leaves the bargaining unit.</p>	<p><b>Article 6 – Information</b></p> <p><b>AMEND CLAUSE:</b></p> <p><b>6.01</b> The Employer agrees to supply the Association each month with the name, geographic location and classification level of each employee who enters or leaves the bargaining unit. <i>In the case of departures the employer will provide the reason. e.g. retired, promoted, deployed, resigned from the public service, laid off, died. In the case of new entrants, their date of appointment.</i></p> <p>ADD NEW PARAGRAPH:</p> <p><b>6.01[b]</b> The Employer agrees to supply the Association <i>on a quarterly basis with a list of all employees in the bargaining unit. The list referred to herein shall include</i> the name, <i>employing department and division</i>, geographic location, classification including level and employee status, substantive FS, acting, TD, single assignment. This</p>	

**6.02** The Employer agrees to provide each employee with a copy of this Agreement. For the purpose of satisfying the Employer's obligation under this clause, employees may be given electronic access to the Collective Agreement. Where electronic access to the Agreement is unavailable or impractical, or upon request, the employee shall be supplied with a printed copy of the Agreement.

information will be provided within one month following the termination of each quarter.

**AMEND CLAUSE:**

**6.02[i]** The Employer agrees to supply provide each employee with a copy of ~~this Agreement the~~ collective agreement and any amendments thereto. For the purpose of satisfying the Employer's obligation under this clause, employees may be given electronic access to the Collective Agreement. ~~Where electronic access to the Agreement is unavailable or impractical, or~~ Upon request, the employee shall be supplied with a printed pocket copy of ~~the~~ this Agreement as per ISBN-978-0-660-67457-5.

**ADD NEW PARAGRAPH:**

**6.03[i]** Upon request of an employee, the Employer shall make available at a mutually satisfactory time National Joint Council Agreements listed in clause 35.03, National Joint Council Agreements, which have a direct bearing on the requesting employee's terms and conditions of employment.

6.03[ii] upon request of an employee, the employer shall make available departmental /employer policies which have a direct bearing on the employee's terms and conditions of employment.

**ADD NEW PARAGRAPH:**

**6.04** The Employer agrees to distribute to each new

	<p>employee an information package prepared and supplied by the Association. Such information package shall require the prior approval of the Employer. The Employer shall have the right to refuse to distribute any information that it considers adverse to its interests or to the interests of any of its representatives.</p>	
<p><b>Article 7 - Joint Consultation</b></p>	<p>NO CHANGE</p>	
<p><b>Article 8 - Suspension and Discipline</b></p> <p><b>8.01</b> An employee who is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning her or to render a disciplinary decision concerning her, shall:</p> <ul style="list-style-type: none"> <li>a. where practicable, receive in writing a minimum of two (2) day's notice of such a meeting, as well as its purpose, and</li> <li>b. at her request, have a representative of the Association attend the meeting, when the representative is readily available.</li> </ul> <p><b>8.02</b> When an employee is suspended from duty, demoted, or terminated in accordance with paragraph 12(l)(c), (d) or (e) of the <i>Financial Administration Act</i>, the Employer undertakes to notify her in writing of the reason for such suspension,</p>	<p><b>NEW CLAUSE 8.01:</b></p> <p>8.01 An employee may be disciplined for “just cause”.</p> <p>RENUMBER FOLLOWING CLAUSES:</p> <p><b>8.02</b></p> <p><b>AMEND CLAUSE:</b>  <del>8.02</del> <b>8.03</b> When an employee is suspended from duty, demoted, or terminated in accordance with paragraph 12(l)(c), (d) or (e) of the <i>Financial Administration Act</i>, the Employer undertakes to</p>	

<p>demotion or termination. The Employer shall endeavour to give such notification at the time of suspension, demotion or termination.</p> <p><b>8.03</b> The Employer shall notify the Executive Director of the Association of such suspension or demotion and, at the written agreement of the employee, that such termination has occurred.</p> <p><b>8.04</b> The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which she was not aware at the time of filing or within a reasonable period thereafter.</p> <p><b>8.05</b> Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period. This period will automatically be extended by the length of any period of leave without pay of three (3) months or more.</p> <p><b>8.06</b> Subject to the <i>Access to Information and Privacy Act</i>, the Employer shall provide the employee access to the information used during the disciplinary investigation.</p>	<p>notify her in writing of the reason for such suspension, demotion or termination. The Employer <del>shall endeavour to</del> will give such notification at the time of suspension, demotion or termination.</p> <p><b>8.04</b></p> <p><b>8.05</b></p> <p><b>8.06</b></p> <p><b>8.07</b></p> <p><b>NEW CLAUSE:</b>  <b>8.08</b> Where any disciplinary notice is placed on an</p>	
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employee's personnel file, a copy of such letter or note must be presented to the employee or sent by registered mail to the employee's last known address within forty-eight (48) hours of its placement on the employee's personnel file.

**NEW CLAUSE:**

8.09

Prior to demoting or terminating an employee for poor work performance the employer shall ensure that the provisions of article 9 EMPLOYEE PERFORMANCE REVIEWS have been respected and the employee has been made aware that;

-The employee's performance has been measured against the expected standard of performance for the employees group and level and it has been determined that, the employee's performance is below that level,

-The employee has been given a reasonable opportunity to meet the standard of performance expected, e.g. a personal training plan with objectives and time lines, mentoring and follow-ups,

-The employee has been told that unless their performance improves the employee may be demoted or have their employment terminated,

-The employer has investigated other options that would suit both the employee and employer interests, e.g. transfer to another work unit, deployment assuming the employee meets the



	<p>minimum requirements for the position.</p> <p>-No employee will be demoted or released because of a mental or physical disability.</p>	
<b>Article 9 - Employee Performance Reviews</b>	NO CHANGE	
<b>Article 10 - Grievance Procedure</b>	NO CHANGE	
<b>Article 11 - Outside Employer</b>	NO CHANGE	
<p><b>Article 12 - Hours of Work</b></p> <p><b>12.01 Normal Work Week</b></p> <p>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.</p> <p>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.</p> <p><b>12.02 Compressed Work Week</b></p> <p>a. Notwithstanding the provisions of clause 12.01, upon request of an employee and the concurrence of the Employer, an employee may complete his weekly hours of employment in a period other than five (5) full days, provided that over a period of twenty-eight (28) calendar days, he works an average of thirty-seven decimal five (37.5) hours per week.</p>	<p><b>AMEND 12.01 b.</b></p> <p>b. Subject to operational requirements, <del>as determined from time to time by the Employer,</del> an employee shall have the right to select and request flexible hours between <del>7:00</del> 6:00 a.m. and 6:00 p.m. and such request shall not be unreasonably denied.</p>	

- b. In every twenty-eight (28) day period, such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for him.
- c. The implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.
- d. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer.

**12.03 Special Hours of Work**

- a. When hours of work other than those provided in clause 12.01 are in existence when this Agreement is signed, the Employer, on request, will advise the Association of such hours of work.
- b. Where hours of work which were in existence when this Agreement was signed are to be changed so that they are different from those specified in clause 12.01, the Employer, except in cases of emergency, will consult in advance with the Association on such hours of work and, in such consultation, will establish that they are required to meet the needs of the public and/or the efficient operation of the Foreign Service.
- 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 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,

**DELETE CLAUSE:  
12.03**

~~b. Where hours of work which were in existence when this Agreement was signed are to be changed so that they are different from those specified in clause 12.01, the Employer, except in cases of emergency, will consult in advance with the Association on such hours of work and, in such consultation, will establish that they are required to meet the needs of the public and/or the efficient operation of the Foreign Service.~~

~~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 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~~

<p>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.</p> <p>d. Employees whose work schedules vary from seven decimal five (7.5) hours per day and/or vary from five (5) days per week shall be subject to the Variable Hours of Work provisions established in Article 13 of this Agreement.</p> <p>e. <b>Special Hours of Work Premium</b> An employee working on workdays will receive a premium of two dollars (\$2.00) per hour for all hours worked between 4:00 p.m. and 8:00 a.m., including overtime hours. This premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m.</p> <p>f. <b>Weekend Premium</b> Employees shall receive an additional premium of two dollars (\$2.00) per hour for all regularly scheduled hours worked at the straight-time hourly rate on Saturday and/or Sunday. Where Saturday and Sunday are not recognized as the weekend at a mission abroad, the Employer may substitute two (2) other contiguous days to conform to local practice.</p>	<p><del>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.</del></p>	
<p><b>Article 13 - Variable Hours of Work</b></p>	<p>NO CHANGE</p>	
<p><b>Article 14 - Overtime</b></p> <p><b>14.01 Exclusion</b></p> <p>The provisions of this Article do not apply where an employee attends social engagements unless the employee has received prior authorization and is required to attend by the Employer.</p>		

**14.02 General**

- a. Subject to clause 14.01, an employee is entitled to overtime compensation for each completed period of fifteen (15) minutes of overtime worked by him:
  - i. when the overtime work is authorized in advance by the Employer or is in accordance with standard operating instructions, and
  - ii. when the employee does not control the duration of the overtime work.
- b. Employees shall record starting time and finishing times of overtime work in a form determined by the Employer.

**14.03 Overtime Compensation on a Scheduled Work Day**

Subject to clause 14.02, an employee who is required by the Employer to work overtime on a scheduled work day shall be granted compensation at time and one-half (1 1/2) for each completed period of fifteen (15) minutes of overtime worked up to seven decimal five (7.5) consecutive hours of overtime and double (2) time for each completed period of fifteen (15) minutes thereafter.

**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. 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 subparagraph (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.

**14.05 Reporting Pay**

Subject to clause 14.02, an employee who is required 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.

**NEW CLAUSE:**

*14.04 d. An employee who works on a second day of rest and subsequently works the following regular work week, and is required to work the weekend next following shall be paid at the double time rate for all work on the Saturday or Sunday.*

**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.
- b. The Employer reserves the right to direct an employee to take leave accumulated under this Article but in so doing shall endeavour to grant such leave at times he may request.
- 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 rate of pay on September 30.

**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 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,

**REPLACE OLD 14.08 BY NEW 14.08:**

**14.08** When, in a situation involving overtime, an employee is required to report to work before public transportation services have commenced. Or to remain at work or to return to work after normal transportation services have been suspended, the use of a taxi or the payment of a kilometric rate, at the employer requested rate provided in the Travel Directive, as appropriate, shall be authorized from the employee's residence to the workplace and/or return if necessary. In these circumstances the

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

- b. Except when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

**14.09 Overtime Meal Allowance**

- a. An employee who works three (3) or more hours of overtime immediately before or immediately following his scheduled hours of work shall be reimbursed for one meal in the amount of ten dollars (\$10), except where free meals are provided. Reasonable time with pay to be determined by the Employer shall be allowed the employee in order to take a meal either at or adjacent to his place of work.
- b. When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, he shall be reimbursed for one additional meal in the amount of ten dollars (\$10), except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.
- c. Paragraphs 14.09(a) and (b) shall not apply to an employee who is in travel status, which entitles the employee to claim expenses for lodging and/or meals.

employee will also be reimbursed for his/her parking expenses.

**AMEND CLAUSE 14.09**

**14.09 Overtime Meal Allowance**

- a. An employee who works three (3) or more hours of overtime immediately before or immediately following his scheduled hours of work shall be reimbursed for one meal in the amount of ten dollars (~~\$10~~) (\$20), except where free meals are provided. Reasonable time with pay to be determined by the Employer shall be allowed the employee in order to take a meal either at or adjacent to his place of work.
- b. When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, he shall be reimbursed for one additional meal in the amount of ten dollars (~~\$10~~) (\$20), except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.
- c. Paragraphs 14.09(a) and (b) shall not apply to an employee who is in travel status, which entitles the employee to claim expenses for lodging and/or meals.

<p><b>Article 15 - Call-Back Pay</b></p> <p><b>15.01 Exclusion</b></p> <p>An employee who receives a call to duty or responds to a telephone or data line call at any time outside of his or her scheduled hours of work, may, at the discretion of the Employer, work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:</p> <ul style="list-style-type: none"> <li>a. compensation at the applicable overtime rate for any time worked,</li> <li>or</li> <li>b. compensation equivalent to one (1) hour's pay at the straight-time rate, which shall apply only the first (1st) time an employee performs work during an eight (8) hour period, starting when the employee first (1st) commences the work.</li> </ul> <p><b>15.02</b></p> <ul style="list-style-type: none"> <li>a. If an employee is called back to work: <ul style="list-style-type: none"> <li>i. on a designated paid holiday which is not her scheduled day of work,</li> <li>or</li> <li>ii. on her day of rest,</li> <li>or</li> <li>iii. after she has completed her work for the day and has left her place of work, and returns to work, she shall be paid the greater of:</li> <li>iv. compensation equivalent to three (3) hours pay at the applicable overtime rate of pay except that this compensation shall apply only</li> </ul> </li> </ul>	<p><b>DELETE CLAUSE</b></p> <p><del><b>15.01 Exclusion</b></del></p> <p><del>An employee who receives a call to duty or responds to a telephone or data line call at any time outside of his or her scheduled hours of work, may, at the discretion of the Employer, work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:</del></p> <ul style="list-style-type: none"> <li><del>a. compensation at the applicable overtime rate for any time worked,</del></li> <li><del>or</del></li> <li><del>b. compensation equivalent to one (1) hour's pay at the straight-time rate, which shall apply only the first (1st) time an employee performs work during an eight (8) hour period, starting when the employee first (1st) commences the work.</del></li> </ul>	
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the first (1st) time that she reports for work during a period of eight hours, starting with her first (1st) reporting; this compensation shall include any reporting pay pursuant to the Reporting Pay provisions of this Agreement,

or

- v. compensation at the applicable rate of overtime compensation for each completed period of fifteen (15) minutes worked, provided that the period worked by her is not contiguous to her normal hours of work.

- b. The minimum payment referred to in subparagraph (a)(iv) does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 19.07.

**15.03** Except when required by the Employer to use a vehicle of the Employer for transportation to work location other than an employee's normal place of work, time spent by the employee reporting to work or returning to her residence shall not constitute time worked.

**Article 16 - Standby**

**16.01 Exclusion**

An employee who is on standby and receives a call to duty or is required to respond to telephone calls or data line calls, may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees, and receive compensation for time worked in accordance with paragraph 16.05(b). In such instances, the employee shall not be entitled to compensation under subparagraph 16.05(a)(ii).

**16.02** When the Employer requires an employee to be available on standby during off-duty hours an employee shall be compensated at the rate of one-half (1/2) hour for each four (4) hour period or portion thereof for which he has been designated as being on standby duty.

**16.03** An employee designated for standby duty shall be available during his period of standby at a known telecommunications link number and be able, as specified by the Employer:

- a. to return for duty to a workplace designated by the Employer within a period of time specified by the Employer, if called;  
or
- b. to respond to telephone calls or data line calls received from Employer authorized sources.

**16.04** No standby payment shall be granted if an employee is unable to report for duty in accordance with paragraph 16.03(a) when required, or is not available to respond in

**DELETE CLAUSE 16.01**

~~**16.01 Exclusion**~~

~~An employee who is on standby and receives a call to duty or is required to respond to telephone calls or data line calls, may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees, and receive compensation for time worked in accordance with paragraph 16.05(b). In such instances, the employee shall not be entitled to compensation under subparagraph 16.05(a)(ii).~~

**AMEND CLAUSE 16.03**

**16.03** An employee designated for standby duty shall be available during his period of standby at a known telecommunications link number and be able,

- a. to return for duty to a workplace designated by the Employer within a **reasonable** period of time specified by the Employer, if called;  
or
- b. to respond to telephone calls or data line calls, **including mobile communications devices**, received from Employer authorized sources.

16.04 No standby payment shall be granted if an employee is unable to report for duty when

accordance with paragraph 16.03(b).

**16.05**

- a. An employee on standby who is required to return for duty to a workplace designated by the Employer and so returns and reports for work, shall be paid, in addition to the standby pay, the greater of:
  - i. the applicable overtime rate for each completed period of fifteen (15) minutes worked,
  - or
  - ii. the minimum of three (3) hours' pay at the applicable overtime rate, except that this minimum shall apply only the first (1st) time he reports for work during a period of standby of eight (8) hours, starting with his first (1st) reporting. This compensation does not apply to part-time employees, who receive a minimum payment in accordance with clause 19.08.
- b. An employee who receives a call to duty or responds to a telephone or data line call while on standby or at any other time outside of his or her scheduled hours of work, may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:
  - i. compensation at the applicable overtime rate for any time worked,
  - or
  - ii. compensation equivalent to one (1) hour's pay at the straight-time rate, which shall apply only the first (1st) time an employee performs work during an eight (8) hour period, starting when the employee first (1st) commences the

required.

**DELETE CLAUSE 16.05 b.**

~~b. An employee who receives a call to duty or responds to a telephone or data line call while on standby or at any other time outside of his or her scheduled hours of work, may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:~~

- ~~i. compensation at the applicable overtime rate for any time worked,~~
- ~~or~~
- ~~ii. compensation equivalent to one (1) hour's pay at the straight-time rate, which shall apply only the first (1st) time an employee performs work during an eight (8) hour period,~~

<p>work.</p> <p><b>16.06</b> Except when required by the Employer to use a vehicle of the Employer for transportation to a work location other than an employee's normal place of work, time spent by the employee reporting to work or returning to his residence shall not constitute time worked.</p>	<p><del>starting when the employee first (1st) commences the work.</del></p>	
<p><b>Article 17 - Designated Paid Holidays</b></p> <p><b>17.01 Exclusion</b></p> <p>Clauses 17.05 and 17.06 do not apply where an employee attends social engagements unless the employee has received prior authorization and is required to attend by the Employer.</p> <p><b>17.02</b> Subject to clause 17.03, the following days shall be designated paid holidays for employees:</p> <ul style="list-style-type: none"> <li>a. New Year's Day,</li> <li>b. Good Friday,</li> <li>c. Easter Monday,</li> <li>d. the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,</li> <li>e. Canada Day,</li> <li>f. Labour Day,</li> <li>g. the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,</li> <li>h. Remembrance Day,</li> <li>i. Christmas Day,</li> <li>j. Boxing Day,</li> <li>k. one (1) additional day when proclaimed by an Act of Parliament as a National Holiday, and</li> <li>l. one (1) additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is</li> </ul>	<p><b>AMEND CLAUSE:</b> <b>17.02</b></p> <p>Add first Monday in February [family day]</p>	

<p>employed or in any area where, in the opinion of the Employer, no such day is recognized as a provincial or civic holiday, the first Monday in August.</p> <p>(...)</p>		
<p><b>Article 18 - Travelling Time</b></p> <p>(...)</p> <p><b>18.04</b> Subject to clause 18.01, if an employee is required to travel as set forth in clauses 18.02 and 18.03:</p> <ul style="list-style-type: none"> <li>a. on a normal working day on which the employee travels but does not work, he shall receive his regular pay for the day,</li> <li>b. on a normal working day on which the employee travels and works, he shall be paid: <ul style="list-style-type: none"> <li>i. his regular pay for the day for a combined period of travel and work not exceeding his regular scheduled working hours, and</li> <li>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,</li> </ul> </li> <li>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.</li> </ul> <p><b>18.05</b> Subject to clause 18.01, if an employee is required to</p>	<p><b>AMEND CLAUSE 18.04</b>  REPLACE ii.  [ii] at the applicable overtime rate for additional travel time in excess of the employee's normal hours of work, with a maximum payment for such additional travel time not to exceed eight [8] hours' pay at the applicable overtime rate in any day.</p> <p>c. same change (replace current text by text above)</p>	

travel outside Canada or Continental USA 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 fifteen (15) 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 fifteen (15) hours' pay at the straight-time hourly rate of pay.

**18.06 Compensatory Leave**

Upon request of an employee and with the approval of the Employer, 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.

**18.07 Travel Status Leave**

- a. An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is

**AMEND CLAUSE 18.05 b. ii and c.:**

18.05[b][ii]  
ii. at the applicable overtime rate for additional travel time in excess of the employee's normal hours of work, with a maximum payment for such additional travel time not to exceed eight (8) hours' pay at the applicable overtime rate in any day . ~~his regular pay for the day for a combined period of travel and work not exceeding his regular scheduled working hours,~~

c. on a day of rest or designated paid holiday, the employee shall be paid at the applicable overtime rate of pay for each completed period of fifteen [15] minutes travelled to a maximum of fifteen [15]hours' pay at the straight time hourly rate of pay in any day.

**AMEND CLAUSE 18.07**

- a. An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer,

<p>away from his permanent residence for forty (40) nights during a fiscal year shall be granted seven decimal five (7.5) hours off with pay. The employee shall be credited with an additional seven decimal five (7.5) hours for each additional twenty (20) nights that the employee is away from his or her permanent residence to a maximum of eighty (80) additional nights.</p> <p>b.The maximum number of hours off earned under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year and shall accumulate as compensatory leave with pay.</p> <p>c.This leave with pay is deemed to be compensatory leave and is subject to paragraphs 14.07(b) and (c).</p> <p>d.The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars.</p>	<p>and is away from his permanent residence for <del>forty (40)</del> thirty (30) nights during a fiscal year shall be granted (15) hours off with pay. The employee shall be credited with an additional seven decimal five (7.5) hours for each additional fifteen [15] nights that the employee is away from his or her permanent residence to a maximum of eighty (80) additional nights.</p> <p>b. change to 52.5 hours</p>	
<p><b>Article 19 - Part-Time Employees</b></p>	<p>NO CHANGE</p>	
<p><b>Article 20 - Severance Pay</b></p> <p><b>20.01</b> When calculating entitlements under this Article, the weekly rate of pay referred to in this Article shall be the weekly rate of pay to which the employee is entitled for his classification.</p> <p><b>20.06 Options</b></p> <p>The amount to which an employee is entitled shall be paid, at the employee's discretion, either:</p> <p>a. as a single payment at the rate of pay of the</p>	<p><b>AMEND CLAUSE 20.01</b> 20.01 When calculating entitlements under this article, the weekly rate of pay referred to <del>in this article</del>, shall be the weekly rate of pay to which the employee is entitled <del>for his classification</del> at the time the provision is activated.</p> <p><b>AMEND CLAUSE 20.06</b> Delete 'substantive' in [a] and [b]</p>	

employee's substantive position as of December 4, 2013,  
or

- b. as a single payment at the time of the employee's termination of employment from the core public administration, based on the rate of pay of the employee's substantive position at the date of termination of employment from the core public administration,  
or
- c. as a combination of (a) and (b), pursuant to paragraph 20.07(c).

**20.08 Appointment from a Different Bargaining Unit**

This clause applies in a situation where an employee is appointed into a position in the FS bargaining unit from a position outside the FS bargaining unit where, at the date of appointment, provisions similar to those in paragraphs 20.02(c) and (d) are still in force, unless the appointment is only on an acting basis.

- a. Subject to clause 20.03 above, on the date an indeterminate employee becomes subject to this Agreement after December 4, 2013, he or she shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- b. Subject to clause 20.03 above, on the date a term employee becomes subject to this Agreement after December 4, 2013, he or she shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks,

**AMEND CLAUSE 20.08**

Delete 'substantive' in [a] and [b]



<p>based on the employee's rate of pay of his substantive position on the day preceding the appointment.</p> <p>c. An employee entitled to severance termination benefits under paragraph (a) or (b) shall have the same choice of options outlined in clause 20.06, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.</p> <p>d. An employee who does not make a selection under paragraph 20.08(c) will be deemed to have chosen option paragraph 20.06(b).</p>		
<p><b>Article 21 - Leave General</b></p>	<p>NO CHANGE</p>	
<p><b>Article 22 - Vacation Leave</b></p> <p><b>22.01</b> The vacation year shall be from April 1st to March 31st of the following calendar year, inclusive.</p> <p><b>22.02 Accumulation of Vacation Leave</b></p> <p>An employee who has earned at least seventy-five (75) hours' regular pay during any calendar month of a vacation year shall earn vacation leave credits at the following rates in respect of that month:</p> <ul style="list-style-type: none"> <li>a. nine decimal three seven five (9.375) hours per month until the month in which the anniversary of his eighth (8th) year of service occurs;</li> <li>b. twelve decimal five (12.5) hours per month commencing with the month in which his eighth (8th) anniversary of service occurs;</li> <li>c. thirteen decimal seven five (13.75) hours commencing with the month in which his sixteenth (16th) anniversary of service occurs;</li> <li>d. fourteen decimal three seven five (14.375) hours per month commencing with the month in which his seventeenth (17th) anniversary of service occurs;</li> </ul>	<p><b>AMEND CLAUSE 22.02:</b></p> <p><b>22.02 Accumulation of Vacation Leave</b></p> <p>An employee who has earned at least seventy-five (75) hours' regular pay during any calendar month of a vacation year shall earn vacation leave credits at the following rates in respect of that month:</p> <ul style="list-style-type: none"> <li>a. <del>nine decimal three seven five (9.375) hours per month until the month in which the anniversary of his eighth (8th) year of service occurs;</del></li> <li>b. <del>twelve decimal five (12.5) hours per month commencing with the month in which his eighth (8th) anniversary of service occurs;</del> twelve decimal five (12.5) hours per month until the month in which the anniversary of his fifteen (15<sup>th</sup>) anniversary of service occurs;</li> <li>c. <del>thirteen decimal seven five (13.75) hours commencing with the month in which his sixteenth (16th) anniversary of service occurs;</del></li> </ul>	

<p>e. fifteen decimal six two five (15.625) hours per month commencing with the month in which his eighteenth (18th ) anniversary of service occurs;</p> <p>f. sixteen decimal eight seven five (16.875) hours commencing with the month in which his twenty-seventh (27th) anniversary of service occurs;</p> <p>g. eighteen decimal seven five (18.75) hours per month commencing with the month in which his twenty-eighth (28th) anniversary of service occurs.</p> <p>(...)</p>	<p><del>commencing with the month in which his sixteenth (16th) fifteenth (15th) anniversary of service occurs;</del></p> <p>d. fourteen decimal three seven five (14.375) hours per month commencing with the month in which his <del>seventeenth (17th) fifteenth (15th)</del> anniversary of service occurs;</p> <p>e. fifteen decimal six two five (15.625) hours per month commencing with the month in which his eighteenth (18th) anniversary of service occurs;</p> <p>f. sixteen decimal eight seven five (16.875) hours commencing with the month in which his <del>twenty-seventh (27th) twenty-second (22nd)</del> anniversary of service occurs;</p> <p>g. eighteen decimal seven five (18.75) hours per month commencing with the month in which his <del>twenty-eighth (28th) twenty-fifth (25<sup>th</sup>)</del> anniversary of service occurs.</p>	
<p><b>22.05 Scheduling of Vacation Leave</b></p> <p>Vacation leave as far as possible will be scheduled at times acceptable to the employee. However, vacation periods shall be designated by the Employer in accordance with operational requirements.</p> <p>(...)</p>	<p><b>AMEND CLAUSE 22.05:</b></p> <p>a. Vacation leave as far as possible will be scheduled at times acceptable to the employee. However, vacation periods <del>shall</del> <b>may</b> be designated by the Employer in accordance with operational requirements.</p> <p>b. An employee’s request for vacation leave <b>will not be unreasonably denied.</b></p> <p>c. <b>Notwithstanding (a), the employer will normally respond to an employee’s request for vacation leave within a 2 week period. For vacation leave requests submitted by the employee for a period commencing within a 2 week period of the request, the employer will consider and respond to such requests at the time the request is</b></p>	

	<p>submitted or a reasonable period thereafter. In cases where a request for vacation leave is denied, if requested by the employee the employer will provide the specific reason for the denial.</p>	
<p><b>Article 23 - Sick Leave With Pay</b></p> <p><b>23.01 Credits</b></p> <p>An employee shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which she receives pay for at least seventy-five (75) hours.</p>	<p><b>AMEND CLAUSE 23.01 (ADD b.):</b></p> <ul style="list-style-type: none"> <li>a. An employee shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which she receives pay for at least seventy-five (75) hours.</li> <li>b. In addition, a Foreign Service Officer shall earn additional sick leave credits at the rate of one decimal three three (1.33) hours for each calendar month during he or she receives pay for at least seventy-five (75) hours. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used one hundred and twelve point five (112.5) hours of sick leave credits during the current fiscal year.</li> </ul>	
<p><b>Granting of Sick Leave</b></p> <p><b>23.05</b> Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause 23.02 above, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to one hundred and eighty-seven decimal five (187.5) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for other than death or lay-off, the recovery of the advance from any monies owed</p>	<p><b>AMEND CLAUSE 23.05:</b>          Old 23.05 becomes 23.05 a)          Add 'disability' to the reasons for non-recovery.</p>	

the employee.

**NEW CLAUSE 23.05[b]**

Notwithstanding clause 23.05[a], a deputy head may grant an employee up to 130 days' sick leave once during the course of their career. This leave:

- can be granted to an employee who has insufficient sick leave credits to cover the entire period of an illness;
- is granted after the employee has used all accumulated sick leave credits;
- can be granted in several periods as required depending on the employee's progress toward recovery;
- will not be recovered from future leave credits; and
- requires a medical certificate.

The deputy head may authorize the use of any balance of the 130 days used previously for a subsequent serious illness.

**NEW CLAUSE 23.06**

Medical Appointments.

An employee who attends a medical appointment for their annual examination or as a follow up following a critical illness or to address a chronic injury resulting from work situations, will be granted 'time off' with pay.

**NEW CLAUSE 23.07**

	<p>LWOP STATUS LONG TERM ILLNESS.</p> <p>In order to ensure that an employee who is disabled continues to be able to make his/her contribution to the PSSA , and after the employee has exhausted their paid sick leave credits, the employer will continue to grant to an employee who is unable to continue to work because of an illness or injury, leave without pay status for the duration of their illness or injury or until they reach age 65.</p> <p><b>NEW CLAUSE 23.08</b></p> <p>Eligibility period LTD</p> <p>An employee who is disabled and who is eligible for LTD insurance will be given the option of using all or a part of their paid sick leave credits before accessing LTD benefits or use a maximum 13 weeks of credits to satisfy the eligibility requirements of the disability plan.</p>	
<p><b>Article 24 - Injury-On-Duty Leave With Pay</b></p> <p><b>24.01</b> An employee shall be granted injury-on-duty leave with pay for such period as may be reasonably determined by the Employer when a claim has been made pursuant to the <i>Government Employees Compensation Act</i> and a Worker's Compensation authority has notified the Employer that it has certified that employee is unable to work because of:</p> <ul style="list-style-type: none"> <li>a. personal injury accidentally received in the performance of his or her duties and not caused by the employee's wilful misconduct,</li> <li>or</li> <li>b. an industrial illness or a disease arising out of and in the course of the employee's employment,</li> </ul>		

if the employee agrees to remit to the Receiver General of Canada any amount received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

**NEW CLAUSES:**

24.02 The Employer will continue to make provision for the safe and healthy working conditions of employees and the Association agrees to cooperate fully in the prevention of accidents to employees and in the enforcement of safety rules.

24.03 Notwithstanding the provisions of clause 24.02 an employee who has been assigned to work in an area of conflict and is wounded or suffers from PTSD shall be granted a paid leave of absence for such period as necessary for the employee, in consultation with the employee's medical doctor to fully recover.

24.04 Foreign Service officers who have been assigned to work in areas of conflict will be provided with counselling services the purpose of which is to detect symptoms of PTSD and to provide the necessary care if needed. A follow up examination[s] will be provided to the employee at his/her request.

24.05 Foreign Service officers may refuse to work in an environment that would endanger their health or their life.

24.06 Notwithstanding any other benefits concerning employees killed or injured at work a Foreign Service officers who are assigned to work in critical conflict areas will be provided with AD and D coverage paid for by the employer for the

	<p>duration of their assignment. The principle sum of this insurance in the event of death shall be \$500,000 five hundred thousand dollars. Premiums paid by the employer will not be considered an employee benefit for tax purposes and the employee will not be required to pay tax on this employer paid insurance.</p> <p>24.07 The parties acknowledge that Part 2 of the Canada Labour Code applies both in Canada and to Missions abroad and have a responsibility to ensure the provisions are respected.</p>	
<p><b>Article 25 - Maternity Leave Without Pay</b></p>	<p>NO CHANGE</p>	
<p><b>Article 26 - Parental Leave Without Pay</b></p>	<p>NO CHANGE</p>	
<p><b>Article 27 - Leave Without Pay for the Care of Immediate Family</b></p> <p><b>27.02</b> 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), brother, sister, or any relative permanently residing in the employee's household or with whom the employee permanently resides.</p>	<p><b>AMEND CLAUSE 27.02:</b></p> <p>27.02 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), brother, sister, father-in-law, mother-in-law, grandchild, the employee's grandparents or any relative permanently residing in the employee's household or with whom the employee permanently resides or a person who resides outside the employee's residence and for whom the employee has formally declared responsibility for assistance and/or support.</p>	

<p><b>Article 28 - Leave With Pay for Family-Related Responsibilities</b></p> <p><b>28.01</b> For the purpose of this Article, family is defined as spouse (or common-law partner), children (including children of legal or common-law partner), foster children, ward of the employee, parents (including stepparents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.</p> <p><b>28.02</b> The total leave with pay which may be granted under this Article shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.</p>	<p><b>AMEND CLAUSES:</b></p> <p><b>28.01</b> For the purpose of this Article, family is defined as spouse (or common-law partner), children (including children of legal or common-law partner), foster children, ward of the employee, parents (including stepparents or foster parents), <b>parents of spouse or common law partner, grandparents</b> or any relative permanently residing in the employee's household or with whom the employee permanently resides <b>or a person who resides outside the employee's residence and for whom the employee has formally declared responsibility for assistance and/or support.</b></p> <p><b>28.02</b> The total leave with pay which may be granted under this Article shall not exceed <del>thirty-seven decimal five (37.5)</del> <b>seventy-five (75)</b> hours in a fiscal year.</p>	
<p><b>28.03</b> Subject to clause 28.02, an employee shall be granted leave with pay under the following circumstances:</p> <ul style="list-style-type: none"> <li>a. to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;</li> <li>b. to provide for the immediate and temporary care of a sick member of his family and to provide him with time to make alternative care arrangements where the illness is of a longer duration.</li> </ul>	<p><b>AMEND CLAUSE:</b></p> <p>28.03 Subject to clause 28.02, an employee shall be granted leave with pay under the following circumstances:</p> <ul style="list-style-type: none"> <li>a. to take a family member for medical or dental appointments, or for appointments with school <b>or childcare</b> authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;</li> <li>b. to provide for the immediate and temporary care of a sick member of his family and to provide him with time to make alternative care arrangements where the illness is of a longer duration;</li> </ul>	



- c. to provide for the immediate and temporary care of an elderly member of his family;
- d. for needs directly related to the birth or to the adoption of his child, which may be divided into two (2) periods and granted on separate days.  
\*\*
- e. seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in clause 28.02 above may be used:
  - i. to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
  - ii. to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
  - iii. to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

**28.04** Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under 28.03(b) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.

- c. to provide for the immediate and temporary care of an elderly member of his family;
- d. for needs directly related to the birth or to the adoption of his child,  
~~e. seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in clause 28.02 above may be used:~~
- e. to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
- f. to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
- g. to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

**NEW CLAUSE:**

28.05 Recognizing the particular challenges of foreign service spouses and common-law partners, an employee

	<p>shall be given an additional fifteen (15) hours prior to a posting and fifteen (15) hours upon the employee's repatriation for the purpose of facilitating their spouse or common-law partner participation in training, job seeking, related or similar activities.</p> <p><b>NEW CLAUSE:</b></p> <p>Representation allowance.</p> <p>28.06 A foreign service officer who is accompanied by their spouse/partner abroad and the spouse or partner is expected to perform representative responsibilities, the Foreign Service officer shall receive an allowance equivalent to fifty [50] percent of their annual salary.</p>	
<p><b>Article 29 - Leave Without Pay for Personal Needs</b></p>	<p>NO CHANGE</p>	
<p><b>Article 30 - Leave Without Pay for Relocation of Spouse</b></p>	<p>NO CHANGE</p>	
<p><b>Article 31 - Bereavement Leave With Pay</b></p> <p><b>31.01</b> For the purpose of this Article, immediate family is defined as father, mother, (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law partner), child (including child of common-law partner), stepchild or ward of the employee, grandchild, grand-parent, father-in-law, mother-in-law and relative permanently residing in the employee's household or with whom the employee permanently resides.</p> <p>a. When a member of his immediate family dies, an employee shall be entitled to a bereavement period of seven (7) consecutive calendar days. Such bereavement period, as determined by the employee, must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death. During such period he shall be paid for those days which are not</p>	<p><b>AMEND CLAUSE 31.01 AND DELETE 31.02:</b></p> <p><b>31.01</b> For the purpose of this Article, immediate family is defined as father, mother, (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law partner), child (including child of common-law partner), stepchild or ward of the employee, grandchild, grand-parent, <b>son-in-law, daughter-in-law, brother-in-law or sister-in-law</b>, father-in-law, mother-in-law and relative permanently residing in the employee's household or with whom the employee permanently resides <b>or a person who resides outside the employee's residence and for whom the employee has formally declared responsibility for assistance and/or support.</b></p> <p>a. When a member of his immediate family dies, an employee shall be entitled to a bereavement period of seven (7) consecutive calendar days. Such bereavement period, as determined by the</p>	

<p>regularly scheduled days of rest for him. In addition, he may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.</p> <p><b>31.02</b> An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her son-in-law, daughter-in-law, brother-in-law or sister-in-law.</p> <p>(...)</p>	<p>employee, must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death. During such period he shall be paid for those days which are not regularly scheduled days of rest for him. In addition, he may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.</p> <p><del><b>31.02</b> An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her son-in-law, daughter-in-law, brother-in-law or sister-in-law.</del></p>	
<b>Article 32 - Court Leave With Pay</b>	NO CHANGE	
<b>Article 33 - Personnel Selection Leave With Pay</b>	NO CHANGE	
<b>Article 34 - Educational Leave</b>	NO CHANGE	
<b>Article 35 - Attendance at Conferences and Conventions</b>	NO CHANGE	
<p><b>Article 36 - Professional Development</b></p> <p>(...)</p>	<p><b>NEW CLAUSE:</b></p> <p>36.05 An employee initiated request for professional development under this Article will not be unreasonably denied.</p>	
<b>Article 37 - Examination Leave</b>	NO CHANGE	
<b>Article 38 - Volunteer Leave</b>	NO CHANGE	
<b>Article 39 - Leave With or Without Pay for Other Reasons</b>	NO CHANGE	
<b>Article 40 - Foreign Service Directives and National Joint Council Agreements</b>	NO CHANGE	
<b>Article 41 - No Discrimination</b>	NO CHANGE	
<b>Article 42 - Sexual Harassment</b>	<b>CHANGE CLAUSE TITLE TO READ AND AMEND CLAUSE:</b>	

<p><b>42.01</b> The Association and the Employer recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the work place.</p> <p>(...)</p>	<p><b>Bullying, Harassment and abuse of authority</b></p> <p><b>42.01</b> The Association and the Employer recognize the right of employees to work in an environment free from <b>bullying, harassment and abuse of authority, and these behaviors</b> <del>sexual harassment and agree that sexual harassment</del> will not be tolerated in the work place.</p>	
<p><b>Article 43 - Registration Fees</b></p> <p><b>43.01</b> The Employer shall reimburse an employee for his payment of membership or other fees to a professional organization or organizations when the payment of such fees is necessary to maintain a professional qualification required by the Employer for the performance of any duties and/or responsibilities assigned.</p>	<p><b>NEW CLAUSE:</b></p> <p>43.02 For greater certainty and recognizing the FS occupational group definition and the professional standards required for the performance of the duties of a Foreign Service officer, the employer will reimburse an employee for the annual payment of membership or other fees to allow the employee to continue to be a member in good standing in their professional associations.</p>	
<p><b>Article 44 - Job Security</b></p> <p><b>44.01</b> Subject to the willingness and capacity of individual employees to accept relocation and retraining, the Employer will make every reasonable effort to ensure that any reduction in the work force will be accomplished through attrition.</p>	<p><b>NEW CLAUSES:</b></p> <p>44.02 The employer will not contract the work performed by members of the bargaining unit.</p> <p>44.03 Given that the FS group is rotational, and FS</p>	

	<p>employees must rotate through different assignments every 2 to 4 years, assignments to FS positions abroad and at headquarters will be assigned to FS employees on a priority basis. Assignments to FS positions from other occupational groups will only be considered if there are no qualified and available FS officers.</p>	
<p><b>Article 45 - Labour Disputes</b></p>	<p>NO CHANGE</p>	
<p><b>Article 46 - Pay Administration</b></p> <p>(...)</p> <p><b>46.04 Acting Pay</b></p> <p>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.</p> <p>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.</p> <p>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.</p>	<p><b>ADD NEW PARAGRAPH TO 46.04:</b>  The employer agrees that there will be no artificial breaks in an assignment in order to avoiding payment under this article.</p>	

**46.05 No Additional Payments**

An employee receiving payments provided under Article 14 (Overtime), Article 15 (Call Back), Article 16 (Standby), Article 17 (Designated Paid Holidays) shall not receive more than one compensation for the same service.

**46.06** If, during the term of this Agreement, a new classification standard for a group is established and implemented by the Employer, the Employer shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the Association the rates of pay and the rules affecting the pay of employees on their movement to the new levels.

**46.07 Statement of Duties**

Upon a written request, an employee shall be entitled to an official statement of the duties and responsibilities of the position to which the employee is assigned, including the position's classification level and where applicable, the point rating allotted by factor to the position, and an organization chart depicting the position's place in the organization.

**AMEND CLAUSE 46.06:**

**46.06** If, during the term of this Agreement, a new classification standard for a group is established ~~and implemented by the Employer,~~ the Employer shall, ~~before implementing the new standard~~ ~~applying rates of pay to new levels resulting from the application of the standard,~~ negotiate with the Association; ~~any transitional measures identified, the rates of pay at each level, the conversion rules including~~ ~~and~~ the rules affecting the pay of employees on their movement to the new levels.

**AMEND CLAUSE 46.07:**

Upon a written request, an employee shall be ~~entitled to an official~~ ~~provided with a complete and current~~ statement of the duties and responsibilities of the position to which the employee is assigned, including the position's classification level and where applicable, the point rating allotted by factor to the position, and an organization chart depicting the position's place in the organization.

#### 46.08 Overpayment

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

#### ADD THE FOLLOWING CLAUSES:

46.08[b]Whenever it is necessary to recover an overpayment from an employee, before commencing the recovery action, the employer will inform the employee of;

- . the amount to be recovered and
- . the reason for the recovery and
- . the proposed period over which it would be recovered, that ensures that the employee will not suffer any financial hardship.

#### 46.09 Standard of timeliness

The employer will ensure to adhere to the following pay timeliness standards:

- a. On Initial appointment, or on return to work following leave without pay or any other salary interruption, the salary payment covering the entitlement for the first pay period, should be available by the end of the following pay period and thereafter on the regular payday.
- b. Upon termination of employment, the last salary payment should be available within 20 working days of the struck0off strength effective date.
- c. All changes in pay should be reflected in the second pay period following the one in which the authorized document is received by Compensation.

	<p>46.10</p> <p>Special pay adjustment FS lawyers.</p> <p>An employee assigned to the legal bureau at DFATD shall be entitled to a special pay adjustment in recognition of the disparity between the wages paid to an employee in the LA group and the wages paid to the FS officer providing legal advice and services.</p> <p>The amount of the allowance shall be determined by comparison with the group and level of the FS officer and the group and level of a similar position in the DFATD legal bureau classified in the LA group classification standard.</p> <p>FS2 level employee assigned to the DFATD legal bureau shall receive a special pay adjustment of one thousand [1,000] dollars per month.</p> <p>FS3 level employee assigned to the DFATD legal bureau shall receive a special pay adjustment of fifteen hundred dollars [\$1500] per month.</p> <p>FS4 level employees assigned to the DFATD legal bureau shall receive a special pay adjustment of two thousand dollars [\$2,000] per month.</p>	
<b>Article 47 - Agreement Re-Opener</b>	NO CHANGE	
<b>Article 48 - Term of Agreement</b>	Term of agreement to be negotiated.	
<b>Article 49 - Religious Observance</b>	NO CHANGE	
<b>Article 50 - Medical Appointment for Pregnant Employees</b>	NO CHANGE	
<p><b>Article 51 - Maternity Related Reassignment or Leave</b></p> <p><b>51.01</b> An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of</p>		



the twenty-fourth (24th) 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.

**51.02** An employee's request under clause 51.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.

**51.03** An employee who has made a request under clause 51.01 is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:

- a. modifies her job functions or reassigns her, or
- b. informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.

**51.04** Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.

**51.05** 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

**REPLACE CURRENT 51.05 BY NEW 51.05 :**

~~51.05 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~~

<p>indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.</p> <p><b>51.06</b> An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, except if there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.</p>	<p><del>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 twenty-four (24) weeks after the birth.</del></p> <p><b>51.05</b> Where the duty to accommodate an employee, to avoid activities or conditions, as proposed by a medical certificate, would result in undue hardship to the employer, the employer shall inform the employee in writing and grant the employee leave with pay for the duration of the risk as indicated in the medical certificate.</p> <p><b>NEW CLAUSE:</b></p> <p>51.07 An employee subject to this article will be salary protected.</p>	
<p><b>OTHER:</b></p>	<p><b>NEW PROVISION</b></p> <p><b>FOREIGN LANGUAGES ALLOWANCE</b></p> <p>Specified languages</p>	

1. The following table lists languages, grouped by degree of language difficulty, for which language proficiency allowance shall be paid.

<b>Degree of language difficulty</b>	<b>Group 1</b>	<b>Group 2</b>	<b>Group 3</b>
<b>Language</b>	Fijian	Burmese	Arabic
	German	Farsi	Chinese
	Italian	Indonesian	Japanese
	Javanese	Khmer	Korean
	Portuguese	Malay	
	Spanish	Pashtu	
	Tagalog	Russian	
	Tetum	Thai	
		Urdu	
		Vietnamese	

**Rates of Allowance**

2. The annual rate of Language Proficiency Allowance payable to a employee is as follows:

**Level of Language Proficiency**

Degree of Language Difficulty	Lower	Intermediate	Higher	Advanced
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	\$	\$	\$	\$
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Group 1	1,046	2,094	3,141	4,190
Group 2	1,571	3,141	5,235	7,321
Group 3	2,094	4,190	7,321	10,460

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**Payment of Allowance**

3. An employee who has attained a level of language proficiency at the Lower level or above is entitled to be paid, on the date the member qualifies or subsequently requalifies, Language Proficiency Allowance of the amount specified in clause 5 according to the level of language proficiency of the member and the degree of language difficulty.

	<p>4. An employee is also entitled to be paid Language Proficiency Allowance for the language on the anniversary of the date the member qualifies or subsequently requalifies, but is not entitled to be paid twice in the same year.</p>	
<p><b>APPENDIX 'A'</b> <b>FOREIGN SERVICE GROUP</b> <b>(IN DOLLARS)</b></p>	<p>Economic increases and restructuring to be discussed.</p>	