

Collective Bargaining Process

Regulation 15 A



Public Service Alliance of Canada
Alliance de la Fonction publique du Canada

REGULATION 15

The PSAC Collective Bargaining Process

INTRODUCTION

Membership involvement and mobilization form the bedrock of the collective bargaining process. Through collective bargaining we protect and improve our working lives and help to build the labour movement. Collective bargaining is also an important vehicle for advancing our goals with respect to human rights and social justice. Collective bargaining also benefits society at large by helping to create more inclusive and progressive workplaces. By engaging and empowering all members of the Public Service Alliance of Canada through the collective bargaining process, we will achieve our shared aspirations and goals and create a stronger union.

The Public Service Alliance of Canada is a broad and diverse union and we are committed to ensuring that all bargaining units, regardless of size, industry or sector, have an equal opportunity to achieve their goals and advance our union's vision of social justice and equality. Underlying the success of any negotiation is membership mobilization and engagement across the union. Therefore, ensuring strong communication, mobilization and engagement throughout the bargaining process are essential components of how we conduct collective bargaining.

To that end, this document is a democratic framework that works towards ensuring that all involved in the process - from members and shop stewards in the worksite to union staff to our National President - understand their roles and responsibilities in bargaining a collective agreement.

STRUCTURE

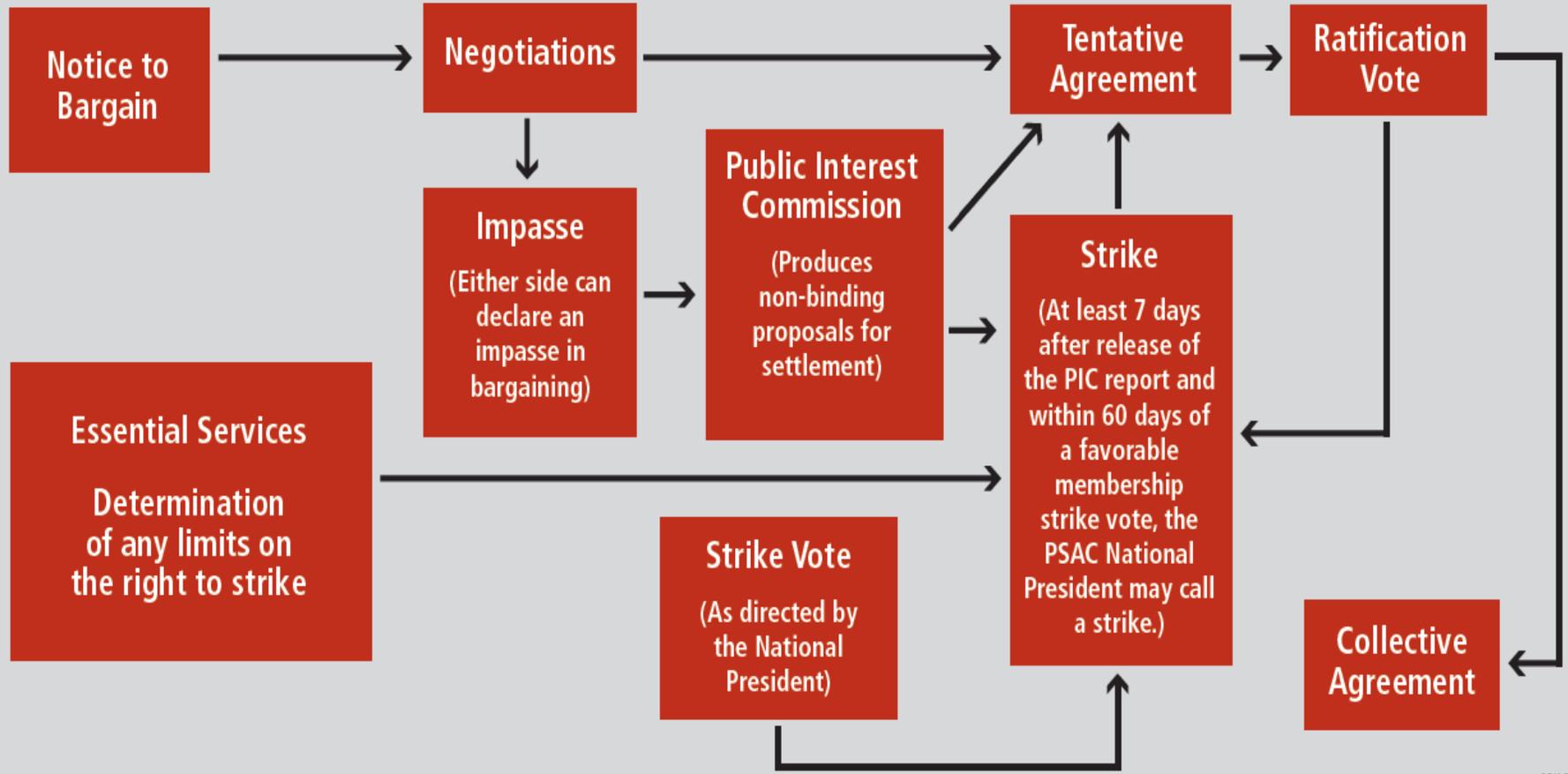
This Regulation is divided into three parts. This allows our Union to address the diversity of the bargaining units within the Public Service Alliance of Canada and encourage and support our members' engagement in the collective bargaining process. The three parts of this Regulation are 15A: Treasury Board and Agency Bargaining; 15B National Bargaining Units and Territorial Government Bargaining Units; and 15C Directly Chartered Local and Regional Bargaining Units.

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REGULATION 15A

Negotiation process at a glance



15A - TREASURY BOARD, CANADA REVENUE AGENCY, PARKS AGENCY AND CANADIAN FOOD INSPECTION AGENCY COLLECTIVE BARGAINING

1. APPLICATION

This Regulation applies to our Treasury Board bargaining units: Program and Administrative Services (PA), Operational Services (SV), Technical Services (TC), Education and Library Science (EB), and Frontière/Border Services (FB). It also applies to our large Agency bargaining units: Canada Revenue Agency (CRA), Parks Canada and the Canadian Food Inspection Agency (CFIA).

2. ROLES AND RESPONSIBILITIES

2.1 Members

2.1.1 Members are the backbone of the collective bargaining process. The active support and mobilization of our members is critical to successful collective bargaining. Our union is only as strong as our membership.

2.2 Locals/Branches

2.2.1 Locals/Branches are the first point of contact with the union for most bargaining unit members. Local Union Officers are, therefore, key to our ability to mobilize our membership and achieve success at the bargaining table.

2.2.2 Locals/Branches receive the bargaining input call and assist with the distribution to bargaining unit members in the Local/Branch. The Local/Branch then receives bargaining input from the members. The Local/Branch is responsible for transmitting input received to their component.

2.2.3 Locals/Branches are responsible for assisting with organizing the input from members, and assist in the development of rationales.

2.2.4 Locals/Branches work with the PSAC and are responsible for the conduct of votes, such as ratification, strike or dispute settlement route votes, among their membership.

2.3 Components

2.3.1 The Component reviews, amends and/or supplements, and selects the bargaining demands to be sent to PSAC in the manner set out in this Regulation.

- 2.3.2 Components support the bargaining process by electing/selecting bargaining unit members who are engaged in union activities and committed to union principles to represent the bargaining unit members at bargaining conferences in the manner set out in this Regulation. Delegates to bargaining conferences are responsible for supporting member mobilization throughout the bargaining process.
- 2.3.3 Components are responsible for keeping their members informed about the issues, and ensuring that mobilization events are well-supported throughout the Component.
- 2.3.4 Components work with the PSAC to conduct votes, such as ratification, strike or dispute settlement route votes, among their members.

2.4 National Board of Directors (NBoD)

- 2.4.1 As the Union's governing body between Conventions, the NBoD establishes policies related to collective bargaining.
- 2.4.2 The NBoD determines whether coalition/multi-unit bargaining is appropriate, in circumstances where there is a community of interest.
- 2.4.3 The NBoD is responsible for reviewing and recommending the program of demands created for the Treasury Board and Agency bargaining units, and determining whether the number of demands that each Component may submit will be limited.
- 2.4.4 The NBoD is responsible for determining which dispute settlement route should be employed for each unit and whether a dispute settlement route vote should be held in accordance with this Regulation.
- 2.4.5 The NBoD is responsible for fully supporting the recommendations of a negotiating team and may not make any public statement that is critical of the bargaining team's decision or that calls that decision into question.
- 2.4.6 Members of the NBoD who have bargaining unit members in their Components are responsible for fully participating in mobilizing efforts.
- 2.4.7 Members of the NBoD who have bargaining unit members in their Components may be elected/selected to sit as part of the National Strategy Coordinating Committee and/or National Strike Coordinating Committee.

2.5 Collective Bargaining Committee (CBC) of the NBoD

- 2.5.1 The CBC of the NBoD is composed of members of the NBoD appointed to it by the PSAC National President and is chaired by the AEC Officer(s) responsible for collective bargaining.

2.5.2 The CBC reviews and recommends for adoption by the NBoD the initial program of demands that accompanies the input call that initiates the bargaining process.

2.5.3 The CBC may be asked to consider any matter related to collective bargaining referred to it by the NBoD or the AEC and to make recommendations as required.

2.6 National Strategy/Strike Coordinating Committee (NSCC)

2.6.1 The NSCC provides key strategic support and advice throughout the bargaining process and makes recommendations to the National President, the AEC and the NBoD on such matters as the bargaining timelines, bargaining strategy, and the communications and mobilization strategy.

2.6.2 The NSCC makes key recommendations to the National President, the AEC and the NBoD where necessary on strike strategy and mobilization.

2.7 Bargaining Team

2.7.1 Bargaining Teams represent all members of the bargaining unit at the bargaining table and play an essential role in the bargaining process.

2.7.2 Bargaining Team members are expected to engage directly with other workers throughout the entire bargaining process.

2.7.3 Bargaining team members are responsible for ensuring that the bargaining process helps build the union and advances the interests of all members.

2.7.4 Bargaining team members are obligated to respect the Constitution and Regulations of the PSAC and to adhere to PSAC policies.

2.7.5 Bargaining team members must be dedicated union activists, who are engaged in union activities and committed to union principles, including social justice and human rights.

2.7.6 Bargaining team members provide important insight and information on the actual working conditions of bargaining unit members in the workplace and on the rationales behind the bargaining demands.

2.7.7 Bargaining team members are responsible for conveying information about the progress of bargaining to bargaining unit members, and for explaining decisions made by them at the bargaining table.

2.7.8 Bargaining team members are responsible for reporting back to the bargaining team relevant issues raised by the membership, received as part of their communication and outreach work, on an ongoing basis.

- 2.7.9 Bargaining team members participate in the process of negotiations by: reviewing the bargaining input, finalizing and prioritizing the package of demands, participating in bargaining, participating in strategy and mobilization discussions as required, making decisions on employer offers and tentative settlements, and by participating in all mobilization activities established for the bargaining unit.
- 2.7.10 Bargaining team members must make a decision to accept or reject a proposed memorandum of settlement before it is sent to the members of the bargaining unit for a vote. Once that decision is made, all members of the bargaining team must support it.

2.8 Regional Councils

- 2.8.1 As the body of elected officers in each region, Regional Councils play a vital role in regional mobilization during the bargaining process and in the strike mobilization process, particularly in multi-unit or coalition bargaining.
- 2.8.2 Regional Councils are an important venue for information sharing and for encouraging solidarity and support for other PSAC bargaining units in need of assistance.

2.9 Alliance Executive Committee (AEC)

- 2.9.1 The AEC will ensure an effective bargaining environment by appointing the staff necessary to facilitate bargaining and membership mobilization.
- 2.9.2 The AEC shall, where feasible, establish Bargaining Conferences.
- 2.9.3 The AEC will determine the size of bargaining teams within the parameters established in 3.8 of this Regulation.
- 2.9.4 The AEC will ensure that bargaining teams are representative by using its authority to appoint bargaining team members.
- 2.9.5 The AEC has the sole authority to remove a member from a bargaining team.
- 2.9.6 The AEC has sole authority for approving Memoranda of Settlement and letters of understanding.
- 2.9.7 The AEC is responsible for approving administrative guidelines governing activities associated with Regulation 15.
- 2.9.8 AEC Officers are mandated to sign collective agreements.

2.10 National President

- 2.10.1 The National President has the sole authority to interpret the PSAC Constitution and this Regulation.
- 2.10.2 The National President, in consultation with the Collective Bargaining Committee of the NBoD, will determine which items will be the subject of negotiations through the collective bargaining process and which items will be subject to co-development/consultation at the National Joint Council.
- 2.10.3 The National President has the sole authority to authorize a strike vote and authorize or end strike action.
- 2.10.4 In consultation with the affected bargaining team(s), the National President or designate may engage in direct negotiations with the employer to achieve a Memorandum of Settlement.

3. COLLECTIVE BARGAINING PROCESS

3.1 Establishment of a National Strategy Coordinating Committee (NSCC)

- 3.1.1 The AEC Officer(s) responsible for collective bargaining in the case of our Treasury Board bargaining units, or the AEC Officer assigned to a particular bargaining unit in the case of our Agency bargaining units, will establish an NSCC to provide strategic advice on bargaining, mobilization and strike mobilization.
- 3.1.2 The NSCC will be composed of the AEC Officer(s) responsible, members of the NBoD selected from those Components with members in the bargaining unit, and bargaining team members selected by the team to sit on the NSCC and where applicable, bargaining conference delegates elected or selected to be on the NSCC. The NSCC will also assign appropriate staff to provide technical advice as required.
- 3.1.3 The number of Component Presidents sitting on the NSCC will be determined by the National President and/or the AEC, and the number of team members elected/selected to sit on the committee will be determined by the National President and/or the AEC, in consultation with the CBC of the NBoD for multi-component units and Component Presidents who have members in the bargaining unit for single component units and Parks Canada.

- 3.1.4 The NSCC is chaired by the AEC Officer(s) responsible for collective bargaining in the case of our Treasury Board bargaining units, or the AEC Officer assigned to a particular bargaining unit in the case of our Agency bargaining units.
- 3.1.5 The NSCC will meet as early as possible in the bargaining process, ideally before Notice to Bargain has been served.
- 3.1.6 The NSCC will determine its own process and agenda, but generally will be mandated to discuss and recommend strategies with respect to bargaining timelines, communications to the membership and others, mobilization and strike mobilization and strategy, as well as any other matter that may have an impact on bargaining in any particular round of negotiations.

3.2 Bargaining Input Call and Program of Demands

- 3.2.1 Where possible, the PSAC shall issue an input call at least six (6) months prior to serving Notice to Bargain.
- 3.2.2 Where possible the PSAC Negotiations Section will prepare a program of suggested demands for discussion at the National Bargaining Conference and for consideration by the bargaining team. These demands will be derived in part from demands that remained on the table from the last round, new developments in collective bargaining, ongoing research and the priorities and goals of the union.
- 3.2.3 The proposed program of demands will be reviewed by the Collective Bargaining Committee of the NBoD, who will review it and, if satisfied, recommend its adoption by the NBoD.
- 3.2.4 As part of the bargaining input process, a determination will be made by the NBoD, based on the consideration of a recommendation from the CBC of the NBoD, as to whether or not the number of demands that each Component may submit will be limited and, if so, what that limit will be.
- 3.2.5 The Component shall ensure that each proposal is sent electronically to the PSAC Negotiations Section within the timeframe set out in the input call. Each proposal shall contain a rationale, identify the submitting Local/Branch and be provided in both official languages.

3.3 Bargaining Conferences

- 3.3.1 In consultation with the Component(s) that represent members in the bargaining units affected, and where the AEC decides that Bargaining Conferences will be held, the following rules and procedures shall apply.

- 3.3.2 Bargaining Conferences are the opportunity for bargaining unit members, Elected Officers and activists to meet, plan the upcoming round of bargaining, review bargaining demands, identify priorities, develop initial mobilization strategies, and to build awareness of the political context in which the round of bargaining will take place.
- 3.3.3 Delegates chosen to attend Bargaining Conferences must be members of the bargaining unit or, hold office in the union, which can include being a shop steward. Delegates must also be dedicated union activists, engaged in union activities and committed to union principles, including social justice and human rights.
- 3.3.4 Members of the NBoD and other full time elected officers who have bargaining unit members participating in the round of bargaining may attend Bargaining Conferences and may fully participate in all discussions, but may not seek election or vote in the election of bargaining team members.
- 3.3.5 Where timelines permit, Bargaining Conferences shall be held where at a time and location to be determined by the AEC in consultation with the CBC of the NBoD.
- 3.3.6 The number of conference delegates shall be determined by the AEC in consultation with the CBC of the NBoD. The delegate entitlements shall reflect a proportionate distribution amongst the components. All components with members in the bargaining unit shall be entitled to at least one delegate.
- 3.3.7 The AEC may add delegates from among equity group members (I.e. Aboriginal peoples, Racialized Workers, Gay/Lesbian/Bisexual/Trans, Members with Disabilities) and from the Regional Women's Committees, and additional young worker delegates if there is a need to address their representation at Bargaining Conferences.
- 3.3.8 Bargaining Conferences will be chaired by the AEC Officer assigned to the bargaining unit or another NBoD member as designated by the National President. Where bargaining conferences are co-located, sessions involving more one bargaining unit, it may be chaired by the AEC Officer(s) assigned responsibility for collective bargaining or another NBoD member as designated by the National President.
- 3.3.9 Bargaining Conference agendas will be reviewed and approved by the appropriate AEC Officer(s) and may vary from round to round. However, in all cases, the conference will include an opportunity for the delegates to: review the bargaining proposals, establish bargaining priorities, develop mobilization strategies and elect bargaining teams. The bargaining team election shall occur no later than the first item of business on the last day of the bargaining conference.

3.4 Bargaining Teams

- 3.4.1 Bargaining team members must hold office in the union and must represent all members of the bargaining unit and not any particular constituency within the bargaining unit or the union.
- 3.4.2 Bargaining team members are required to attend all bargaining sessions and failure to do so could result in removal from the team.
- 3.4.3 Bargaining team members will be protected from loss of income and their expenses will be reimbursed according to the administrative guidelines that are amended from time to time and approved by the AEC.
- 3.4.4 The bargaining team will communicate with members on the progress of negotiations at each stage of the negotiations process (e.g. prior to the initial exchange, at impasse, and ratification or award), or more often as appropriate, and will report back to the rest of the bargaining team any relevant issues raised by them.
- 3.4.5 Bargaining team members who do not fulfill their responsibilities as a bargaining team member may be removed from the team. All removal requests are to be submitted to the AEC Officer(s) responsible for collective bargaining for the bargaining unit. The decision as to whether a bargaining team member is to be removed shall be made by the AEC.
- 3.4.6 The AEC in consultation with the CBC of the NBoD will determine the size of the bargaining team taking into account the size of the unit and its reflection of geographic, occupational and equity group diversity.

3.5 Composition of Bargaining Teams

- 3.5.1 A majority of each bargaining team will be elected at Bargaining Conferences. The AEC may appoint additional bargaining team member by the AEC from the pool of Bargaining Conference delegates in order to ensure equity, geographic, linguistic and /or occupational group diversity and to ensure the adequate representation of women.
- 3.5.2 The National President may appoint a member of the AEC and/or the NBoD to sit as a member of the bargaining team, who shall have full voice but no vote.
- 3.5.3 The National President and/or the AEC shall appoint a staff representative to sit on the bargaining team as chair of the team. This appointee shall have full voice but no vote.

- 3.5.4 The National President and/or the AEC may appoint additional staff representatives to sit on the bargaining team as technical advisors who have voice but no vote.

3.6 Memorandum of Settlement

- 3.6.1 In consultation with the affected bargaining team(s), the National President or designate may engage in direct negotiations with the employer to achieve a Memorandum of Settlement.
- 3.6.2 Authority to arrive at a Memoranda of Settlement or Letters of Understanding rests with the AEC. The AEC Officer(s) responsible for collective bargaining for the bargaining unit must be consulted prior to signing a Memorandum of Settlement or Letter of Understanding.
- 3.6.3 The AEC Officer(s) or designate shall have the signing authority on any Memorandum of Settlement, Collective Agreements or Letters of Understanding.

3.7 Votes

Dispute Settlement Route Votes

- 3.7.1 Where legislation permits, all bargaining units shall use conciliation/strike as the default dispute resolution process. Requests to change the process to arbitration can be submitted as outlined below: and, if approved, shall be for one round of bargaining only.
- 3.7.2 A dispute settlement route vote shall be taken when there has been a request by either a petition from 10 percent of the membership of the bargaining unit or when the NBoD so directs as per article 2.4.4.
- 3.7.3 Approval of a change in the dispute settlement route shall be made as a result of a majority of the returned ballots, excluding spoiled ballots, or by a decision of the NBoD.

Strike Votes

- 3.7.4 The National President is the only person who may authorize a strike vote and authorize or end strike activity. Such authorization(s) shall be in writing.
- 3.7.5 Subject to the applicable legislation, strike votes shall be conducted at meetings established for the purpose of explaining the outstanding issues and reasons that a strike vote is necessary, except where the isolated location of the worksite or shift schedules require that special arrangements be made.
- 3.7.6 All employees in the bargaining unit are entitled to vote in strike votes.

Ratification Votes

- 3.7.7 Meetings shall be conducted for the purpose of explaining the terms of the tentative agreement, except where the isolated nature of the worksite or shift schedules require alternative means of informing the membership prior to a vote. Members may either vote in these meetings or through other means as established by the AEC in consultation with the CBC of the NBoD for units with 3 or more components or the AEC in consultation with the component(s) involved for units with fewer than 3 components.
- 3.7.8 Eligibility for voting shall be in accordance with the Administrative Guidelines.
- 3.7.9 An AEC Officer shall have a mandate to sign a collective agreement for a bargaining unit or a coalition bargaining group when a majority of the votes cast in the bargaining unit have been cast in favour of accepting a proposed collective agreement, excluding spoiled ballots.

4. DEVIATION FROM THE REGULATION

- 4.1.1 Requests for deviation from this Regulation may be made by the CBC of the NBoD, or a majority of Component Presidents where the unit is comprised of members from three or more Components or a Component President where the bargaining unit is comprised of members within one or two Components.
- 4.1.2 In the case of bargaining units with more than two Components, deviation from the Regulation requires the approval of the AEC and the majority of Component Presidents with members in the bargaining unit.
- 4.1.3 In the case of bargaining units with one or two Components, deviation from the Regulation requires the approval of the AEC and the Component President(s)

**ADMINISTRATIVE GUIDELINES GOVERNING
BARGAINING EXPENSES**

(revised Nov. 2018)

INTRODUCTION

The PSAC Regulation 15 Administrative Guidelines Governing Bargaining Expenses were developed to meet the need for consistency in the application of reimbursement of expenses for those involved in collective bargaining. These Guidelines evolved over time and are a compilation of rules and guidelines based on PSAC Convention Resolution decisions, PSAC Elected Officer decisions and organizational experience.

The purpose of the Guidelines is to provide organizational direction and standardized policy as it relates payment of expenses for activities related to bargaining.

APPLICATION

Local members, elected officers and PSAC staff have a responsibility to be aware of, understand and ensure compliance with these Guidelines. It is recognized that not every circumstance and exception is reflected. Requests to deviate from the Guidelines can be directed to the AEC.

In keeping with PSAC policy, unionized suppliers of products and services must be used whenever possible.

The Alliance Executive Committee is responsible for approving the Regulation 15 Administrative Guidelines Governing Bargaining Expenses associated with Regulation 15A, B and C. Any changes to the PSAC Regulation 15 Administrative Guidelines require approval by the AEC.

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Amended December 2011

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BARGAINING EXPENSES GUIDELINES

EXPLANATORY NOTES FOR MEMBERS PARTICIPATING IN BARGAINING

1.1 Notification of Negotiating and Authorization

The administrative staff of the Negotiations Section will advise the PSAC bargaining team members of dates, location and times of negotiations sessions. Members will be asked to arrange their travel using the most economical method. All travel must be pre-authorized.

When the Bargaining Team members are involved in mobilization or strike activities, they must coordinate their travel with their regional office.

The Regional Representative (Regional Strike Coordinator) assigned to the bargaining unit will approve members' expense claims and other compensable related expenses related to mobilization and/or strike activities. The Assistant Coordinator of the Negotiations Section will approve all other compensable negotiations related members expense claims, advances, and other related expenses.

Expenses

Members will be asked to use complete a PSAC Expense Claim Form for claiming compensable wages, meals, transportation, accommodation and other expenses, as applicable.

Members will be asked to complete the PSAC Family Care Claim for family care expenses. Signed original receipts by care provider are required.

Claims will be settled in accordance with the provisions of this guideline and once expense claims are submitted, enquiries should be directed to the Administrative Staff in the Negotiations Section. The AEC is responsible for determining the specific rules that apply to the payment of members' expenses.

1.2 Advances

The administrative staff of the Negotiations Section will request an advance of funds, which will normally be given to the team members on the first day of meetings. Should special requirements be necessary prior to the first day, team members should contact the Negotiations Section. Advances will be adjusted in cases where outstanding claims for 30 days or more exist.

1.3 Transportation

A member should use commercial transportation where available. The selection of the mode and class of commercial transportation is made by the PSAC on the basis of cost, convenience, duration, safety and practicality.

The PSAC Travel Agent is used for booking commercial air and train transportation:

W.E. TRAVEL

Ottawa: 613-232-9908 – Toll-free: 1-888-676-7747

8:00 a.m. to 5:00 p.m. (EASTERN TIME)

Approval for all changes from the pre-authorized travel arrangements, such as adjustments to itinerary, changes in mode of transportation must be obtained from the Negotiations Section. If there are medical reasons for an exception to these rules, the limitations along with documentation, if requested, should be submitted to the Negotiations Section.

When to Travel

Travel will normally be scheduled the day prior to negotiations and the day following negotiations. However, if it is reasonable to expect travel to take place on the final day of a negotiations session given the finish time and travel involved, team members will be expected to travel on this day. Members will not be required to begin work within ten (10) hours of their return home from bargaining.

Rail/Bus/PMV/Mileage

For distances less than 300 km (one way)

Commercial ground transportation (train or bus) should be taken.

When commercial transportation is available and a member requests to travel by private vehicle, the member will be reimbursed up to \$700 inclusive of parking.

When commercial transportation is not available, a member who requests to travel by private vehicle will be reimbursed at the PSAC kilometric rate, plus parking charges.

For distances more than 300 km

A member who requests to travel by private vehicle (more than 300 km one way) to suit his/her own convenience must contact the Negotiations Section for approval. Once approved, the member will be entitled to claim expenses up to a maximum of \$700 and loss of salary only for the period of absence that would have been necessary had public transportation been used. Authorization must be obtained in advance. Mileage will be reimbursed for kilometric distance at the applicable rate plus parking, up to \$700 (inclusive of parking).

Air transportation

Air transportation can be taken only for distances of **more than 300 km one way**.

Members will be instructed to contact the travel agent once PSAC confirms authorization.

The travel agent will be booking at the most economical discounted airfare possible.

In order to obtain economical fares, members are asked to book the air travel as soon as possible and before the deadline provided.

Any exceptions must be authorized in advance.

Changes to itinerary for air transportation can be costly. If changes being made are for personal reasons, the change fee must be paid by the member.

Taxis

All claims for single taxi fares in excess of \$10.00 must be supported by a receipt.

If a member wishes to claim for airport transportation to the airport, the receipt can be multiplied by two for the return trip and additional receipts will not be required.

Car Rentals

The car rentals must be pre-authorized where this mode of travel is economical and practical. The team member is responsible for providing the reasons for the rental and the cost savings.

The PSAC travel agent must be used for reservations and rentals. The travel agent reserves cars with unionized companies whenever possible and at preferred rates. An intermediate vehicle is the usual standard. Only the authorized traveller should be registered as the driver on the car rental agreement.

The member shall ensure that sufficient collision damage waiver coverage is included for the entire period that a car is rented for PSAC business. The cost will be reimbursed by the PSAC.

Gasoline expenses will be reimbursed by the PSAC with receipts.

Parking

Members entitled to claim parking must provide an original receipt.

1.4 Accommodation

The PSAC's policy is to utilize unionized hotels which are pre-arranged by PSAC Travel Agent or by PSAC administrative staff. When master billing is not available and members are responsible for room charges, a credit card is needed to secure accommodation. Staff is to be advised in advance if an individual is not in possession of a credit card.

Where members on bargaining teams are to pay their hotel bill, an original settled receipt must support claims for hotel accommodation.

When the member chooses alternate commercial accommodation from that designated by the PSAC, the hotel must be unionized. The PSAC will pay the alternate hotel cost up to the maximum of the cost of the authorized accommodation.

Private accommodation allowance will be paid according to PSAC Travel Directive.

If the member cannot attend the meeting, it is the responsibility of the member to cancel their reservation to avoid "no-show" charges.

1.5 Meals and Incidentals

When applicable, meal allowances may be claimed at the current rate provided in the PSAC Travel Directive.

Breakfast can be claimed if a member leaves home before 8 a.m. Dinner can be claimed when the member arrives home after 6 p.m.

No additional amount may be claimed for meals, or for gratuities associated with meals. Receipts are not required.

When overnight accommodation is authorized and used, a member shall be paid an incidental expense allowance that covers a number of miscellaneous expenses, including the cost of gratuities.

1.6 Salary Entitlement – Bargaining Conferences and Negotiations for Full-Time Employees

A member's actual loss of salary will be reimbursed for all working hours at the rate of pay normally earned as specified in the applicable collective agreement.

Team members who work and/or travel on a day of rest shall be compensated at their straight-time rate up to a maximum of 7.5 hours in a day where full-time worker members work an average of 37.5 hours per week. If a member negotiates or travels on his/her compressed day off, he/she is not entitled to any compensation as he/she has already been paid for that day. A copy of a compressed work week schedule, which indicates hours/days scheduled to work, must be attached if claiming more hours per day than those specified in the applicable collective agreement.

Where members work an average of more or less than 37.5 hours per week their compensation on a day of rest and/or travel shall be their hourly rate up to a maximum number of hours prorated based on their average weekly hours.

Examples:

- 35 hours equals hourly rate up to a maximum of 7 hours per day
- 40 hours equals hourly rate up to a maximum of 8 hours per day
- 42 hours equals hourly rate up to a maximum of 8.4 hours per day

Premiums, differentials and other compensation

Where applicable and where the Employer ceases to pay for the form of compensation while the member is engaged in bargaining, loss of salary shall include the following:

- supervisory differential
- shift, weekend and/or late hour premiums
- isolated posts allowance
- Northern allowance
- environmental and living cost differentials
- fuel and utilities differential
- bilingual bonus

- classification specific premiums or allowances that are paid on all hours worked.

A copy of the official shift schedule, which indicates days/hours scheduled to work, must be attached if claiming other than Monday to Friday and/or shift/weekend/ late hour premiums.

Loss of Overtime Salary

Overtime shall not be included in loss of salary unless it forms an involuntary part of the member's regular schedule.

Salary will not be paid unless full particulars are indicated.

If a member's entitlement is increased by reason of a collective agreement being approved retroactively, the retroactive payment for wages will automatically be adjusted and paid by Financial Accounting.

Salary entitlement will be paid only when social insurance number is provided.

1.7 Compensation for part-time or contract workers that are members of bargaining teams

Part-time or contract workers are defined for the purposes of this guideline as members who either have hours of work that are less than 35 hours per week and/or receive remuneration as a set amount regardless of the number of hours they actually work.

- i) Where there is a clear hourly rate, members of the bargaining team shall be compensated at their hourly rate up to a maximum of 7.5 hours in a day.
- ii) Where there is no discernable part-time hourly wage or there are multiple wage rates for the same classification and level, bargaining team members shall be compensated at the lesser of the following rates:
 - \$24.50 per hour for all hours up to a maximum 7.5 hours in a day;
 - The average of the hourly rates of the bargaining team members. The average shall be determined based on the average of the bargaining team member hourly wages per classification. Bargaining team members shall be compensated up to a maximum 7.5 hours in a day.

- iii) Where no hourly rate can be ascertained or where none exists bargaining team members shall be compensated at \$24.50 per hour for all hours up to a maximum of 7.5 hours in a day.

Salary will not be paid unless full particulars are indicated. If a member's entitlement is increased by reason of a collective agreement being approved retroactively, the retroactive payment for wages will automatically be adjusted and paid by Financial Accounting.

Salary entitlement will be paid only when social insurance number is provided.

1.8 Loss of Employer Share of Benefits

PSAC will compensate for all loss of benefits. A form (provided by PSAC) must be completed by the pay office. For Example, many members who work less than ten (10) days in any given month may lose out on employer share of benefits (including annual leave, sick leave and bilingual bonus).

1.9 Benefits

If a member becomes ill while on PSAC business, PSAC continues to reimburse the members' loss of salary for the duration of the function.

If the member has an accident such as falling, etc. PSAC insurance coverage pays up to seventy-five (75%) of salary up to \$1,000.00 weekly indemnity for the period until the member is deemed fit to return to work (maximum 52 weeks).

1.10 Source Deductions/Income Tax – CPP and EI and T4 slips

CPP, EI and Income Tax will be deducted based on source deduction tables for wages paid. Additional tax can be deducted – enter dollar amount on expense claim. T4 slips will be issued.

1.11 Processing of Expense Claim

It is essential that the original claim is submitted and all accompanying receipts are originals in order for Financial Accounting to reimburse members' expenses. The only expenses for which receipts are not required are as follows:

- meal allowances (unless otherwise specified);
- incidental expense allowances;
- taxis utilized for which the cost is \$10.00 or less;

- kilometric allowance;
- parking meters or tolls.

An explanatory note concerning items not pre-authorized or changes to pre-authorized items should be attached to the expense claim or a notation made on the claim.