



COLLECTIVE BARGAINING PROCESS: PSAC REGULATION 15

(As amended July 29, 2002)

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REGULATION No. 15

PART 1 – GENERAL PRINCIPLES

1.1 General Principles

- a) The Public Service Alliance of Canada is committed to an efficient and effective process of collective bargaining that represents the interests of the members and the goals of the union.
- b) The PSAC is committed to membership involvement and representation in their own negotiations.
- c) The PSAC represents members in bargaining units ranging in size from less than ten to tens of thousands of members employed by a wide variety of employers. It is recognized that the principles enunciated here apply equally to all groups. The reality of different circumstances among bargaining units requires flexibility in the application of approved guidelines for the conduct of the collective bargaining process.
- d) The National President shall have responsibility for the interpretation of this regulation, and may delegate responsibility in this area to the Alliance Executive Committee Officer with responsibility for collective bargaining.

1.2 Guidelines

- a) Guidelines shall initially be approved by the National Board of Directors and subsequently may be amended from time to time by the Alliance Executive Committee upon recommendation by the Collective Bargaining Committee of the National Board of Directors. The approved guidelines may be amended directly by the National Board of Directors.
- b) Approved guidelines for the conduct of the collective bargaining process will be published by the Collective Bargaining Branch separately from this Regulation and shall contain, but not be limited to, administrative procedures deemed necessary to facilitate bargaining while maintaining the expenditure of membership dues, authorized expenses and reimbursements for those involved in bargaining, the size and selection of teams, etc., and shall be readily available to each member who is selected as a member of a negotiating team. Guidelines will have due regard for the use and application of current technology.

1.3 Deviations

- a) Deviation from the approved guidelines requires the approval of the National President or the AEC Officer responsible for collective bargaining.
- b) Deviation from the Regulation requires 2/3 approval of the NBoD.
- c) Requests for deviation from this Regulation and the approved guidelines may be made by:
 - i. A Component National President where the bargaining unit is comprised of members within one or two Components.
 - ii. The Regional Executive Vice-President where the bargaining unit is a Directly Chartered Local.
 - iii. A majority of Component National Presidents where the bargaining unit is comprised of members from three or more Components.

PART 2 – ROLES AND RESPONSIBILITIES

2.1 The National President

The National President has the sole authority to interpret the PSAC Constitution and this Regulation. The National President also has specific responsibilities for collective bargaining. In consultation with the Collective Bargaining Committee of the NBoD, the National President will determine what items will be the subject of negotiations through the collective bargaining process and which will be subject to co-development/consultation at the National Joint Council.

The National President has the authority to appoint a member of the National Board of Directors to sit as a full member of each bargaining committee/negotiating team. Following consultation with the Alliance Executive Committee, the National President may lift the forty-eight (48) hour blackout for specified PSAC spokespersons when a tentative agreement is reached.

The National President has the ultimate authority in the area of strikes. In accordance with criteria contained in the guidelines, the National President is the only person authorized to call a strike vote within a bargaining unit or to authorize strike activity. The National President is also the only person who may authorize a bargaining unit to return to work following strike activity.

2.2 The Alliance Executive Committee

The Alliance Executive Committee is responsible to the National Board of Directors for the conduct of all collective bargaining for units covered by this Constitution. The AEC are required to have developed a program of demands for each bargaining unit during each round of bargaining. They may also delete or amend demands to ensure the good and welfare of the union.

The Alliance Executive Committee shall ensure the election and/or appointment of representative bargaining committees/negotiating teams and have the authority to remove or replace any member so appointed for cause. The authority to call all votes (except strike votes) and the authority to conclude memoranda of settlement and/or letters of understanding rests with the AEC. The AEC may sign or delegate to the AEC Officer responsible, authority to sign a collective agreement for a bargaining unit when a majority of votes cast by those in the unit are in the affirmative.

The AEC must ensure specific guidelines are in place for the conduct of balloting in keeping with the principles contained in this Regulation and the relevant sections of the PSAC Constitution.

2.3 The AEC Officer Responsible for Collective Bargaining

The AEC Officer Responsible for Collective Bargaining shall receive reports on the ratification of demands by appropriate PSAC Locals prior to commencing negotiations. The officer shall also receive final bargaining demands from bargaining committees/negotiating teams and shall report these in writing to the National Board of Directors including any amendments or deletions which might arise in the audit process.

The responsible AEC Officer shall establish specific directions for the conduct of any authorized votes and shall, when delegated authority by the AEC, sign collective agreements for bargaining units or coalition bargaining groups when a majority of votes cast are in the affirmative.

The responsible AEC Officer also approves and forwards to the National President, the recommendation from a PSAC negotiating team to take a strike vote.

2.4 The National Board of Directors

The National Board of Directors may establish coalition/unit bargaining where there is a community of interests and review the program of demands with a view to recommending them to the appropriate body including bargaining conferences. The NBoD also may direct that a dispute settlement vote be taken or change a given dispute settlement route.

The members of the National Board of Directors shall fully support the recommendations of a negotiating team.

2.5 The Collective Bargaining Committee of the National Board of Directors

The Collective Bargaining Committee of the National Board of Directors shall be chaired by the AEC Officer responsible for collective bargaining. It shall sit and consider any matter related to collective bargaining referred to it by the National Board of Directors, or the Alliance Executive Committee. The committee shall make recommendations on such matters to the National Board of Directors.

The committee has the responsibility to establish the initial demands for all coalition/units for each round of negotiations and it may be called upon to develop a program of demands for a particular round of bargaining for recommendation to the AEC and/or the NBoD.

2.6 Strategy Coordinating Committee/National Strike Coordinating Committee

The Strategy Coordinating Committee/National Strike Coordinating Committee coordinates the resources and activities of diverse parts of the organization to support the negotiating team in achieving a collective agreement. They are responsible for the development of a strike support strategy in advance of negotiations. The committee makes key decisions related to strike support activities and provides recommendations to the National President, the AEC and the National Board of Directors on matters directly related to strike support.

2.7 Negotiating Team

The Negotiating Team finalizes the bargaining demands and establishes priorities in preparation for presentation to the employer and together with the negotiator/staff person, negotiates with the employer.

The Negotiating Team may make recommendations to the AEC through the Strike Strategy Coordinating Committee with respect to strike support activities including whether and when votes are taken, whether particular employer offers are adequate to put before the members, etc.

Team members may be called upon to act as spokespersons for the team during ratification and strike votes.

2.8 Components

Components shall establish for each outstanding issue for which it receives a bargaining demand, a position which best represents the needs of its portion of the membership of the bargaining unit. Components shall forward to the AEC, through the Alliance Executive Vice-President responsible for Collective

Bargaining a list of demands and the names of members who will be representing the Component at the Alliance Bargaining Committee.

2.9 Locals/Branches

Locals/Branches shall establish Standing Bargaining Proposal Committees to prepare bargaining proposals and to respond to input calls from their respective Components by submitting their demands and electing delegates to represent their views outside their local.

They are responsible for organizing themselves to conduct votes among their members and supporting any strike activity.

PART 3 – GUIDELINES FOR THE COLLECTIVE BARGAINING PROCESS

3.1 Establishment of a Strategy Committee/National Strike Coordinating Committee

The Strategy Coordinating Committee/National Strike Coordinating Committee coordinates the resources and activities of diverse parts of the organization to support the negotiating team in achieving a collective agreement. They are responsible for the development of a strike support strategy in advance of negotiations. The committee makes key decisions related to strike support activities and provides recommendations to the National President, the AEC and the National Board of Directors on matters directly related to strike support. The committee also has responsibility for developing the structure to the mobilization portion of the National Bargaining Conferences using that model.

This committee will vary in size and complexity depending upon a number of factors including the size of the bargaining unit(s) and the number of Components involved. In large, multi-Component bargaining units, the responsible AEC Officer will chair this committee and it will be composed of a number of representatives of the negotiating team(s) and Presidents of the Components involved. Staff will be assigned to the committee as necessary.

For the purpose of Regulation No. 15 and these guidelines, the reference to “the responsible AEC Officer” refers to either; the AEC officer who has been assigned the collective bargaining portfolio by the National President, the specific AEC Officer assigned a national bargaining unit by the National President, or the Regional Executive Vice-President in the case of a regional bargaining unit, whichever may be appropriate.

The responsible AEC Officer will convene a meeting of the Components involved in advance of the call for proposals to determine the make up of the committee. Component Presidents and negotiating team members selected to participate on the committee are responsible for ongoing consultation and reporting of committee deliberation to their respective constituencies throughout the bargaining process.

The initial tasks of the committee will be to approve a timeframe for the bargaining process including the issuance of the call for proposals, receipt of proposals, timing of any bargaining conferences, etc. The committee also must develop an overall strategic plan for the forthcoming round of bargaining. The size of the team should also be part of the discussions.

During bargaining, the committee will meet to review and possibly revise the adopted strategy. At the appropriate time, the committee will assume the duties of overall strike preparation and strike coordination.

3.2 Program of Demands

The Collective Bargaining Committee of the National Board of Directors shall cause to be established an initial program of demands for all coalition/units (national or multi-component bargaining units) prior to each round of negotiations. These demands will be provided as statement of principles with the appropriate rationales and justification. A program of demands will not always necessarily be the case for single agency units.

3.3 Call for Proposals

The PSAC will issue an input call to Components that will include the program of demands, including the appropriate rationales and justification. Locals have a responsibility to prepare bargaining proposals based on a review of the program of demands and input from their membership. The Local shall forward to the Component only one proposal on each topic as the official position of the Local.

Each Component shall receive bargaining proposals from Locals within its jurisdiction. The Component shall forward to the PSAC only one proposal on each topic as the official position of the Component. Only proposals with complete rationale and justification shall be considered by the PSAC.

Each bargaining proposal must indicate the origin of the proposal, be signed by a responsible officer of the Component and be transmitted to the PSAC on a separate form and when appropriate, in both official languages.

3.4 Collective Bargaining Conferences

The circumstances of individual Components or bargaining units will be taken into account when planning for the internal process in preparation for collective bargaining. The strategy committee shall arrive at this decision.

As a matter of principle, the PSAC strongly encourages the representation of equity group members on standing bargaining committees, collective bargaining conferences, PSAC bargaining committees and negotiating teams.

3.5 Regional Bargaining Conferences

When deemed necessary, in consultation with the appropriate stakeholder, Regional Bargaining Conferences will be held in advance of National Bargaining Conferences.

The purpose of such conferences may depend upon the Bargaining Unit(s) involved and direction provided by the Alliance Executive Committee.

Single or multi-Component bargaining units (excluding Treasury Board units) which have traditionally held regional bargaining conferences to elect negotiating teams and recommend proposals to same may elect to use their traditional format. Otherwise the process below shall be followed.

In the case of Treasury Board units, or others electing this procedure, regional bargaining conferences will be held for the purpose of regional strategy and mobilization, input and discussion on bargaining proposals, as well as the selection of delegates to the national bargaining conference.

Delegates to bargaining conferences must hold office in the union. Shop steward is considered an office in the union.

Regional Bargaining Conferences will be held in each of the seven designated regions of the PSAC and will be chaired by the appropriate Regional Executive Vice President. Conferences may be co-located to reduce overall costs.

Each Component with members in the region who are in the bargaining unit shall be entitled to one delegate per bargaining unit at the Regional Bargaining Conference.

There shall be one delegate from the Regional Women's Committee(s) per bargaining unit who is a member of the bargaining unit

There shall be one delegate from each of the following equity seeking groups:

- Aboriginals
- Racially visible members
- Gays/lesbian/bisexual/transgendered
- Members with disabilities

who is a member of one of the bargaining units.

Delegates to the Regional Bargaining Conferences shall proceed to establish the framework for membership mobilization within the region and discuss strategy in support of upcoming negotiations.

Delegates will also select two members from each bargaining unit to participate as a delegate to the National Bargaining Conference.

3.6 National Bargaining Conferences for Treasury Board Units

National Bargaining Conference Delegate Entitlement:

Each Component with members in the bargaining unit who have not had a member selected through the Regional Bargaining Conferences may send one (1) member per bargaining unit, who is a member of the bargaining unit and who has attended the Regional Bargaining Conference.

The AEC may select delegates from equity groups or those representing women who have attended the Regional Bargaining Conferences if there is a need to address equity representation at the National Bargaining Conference.

All members of the NBoD, whose members are participating in the round of bargaining, may attend as delegates. However, they may not run for the negotiating team.

The National Bargaining Conference will be four (4) days in duration and will be divided into two sessions. The first session will be devoted to political discussions and vision for collective bargaining.

The second session of the conference will be devoted to deciding upon proposals to forward to the employer and ranking their priority. Delegates will elect the negotiating teams and alternates between the end of the first session and the beginning of the second session.

3.7 Negotiating Teams

The maximum number of negotiating team members is nine (9) for any one team. Team members must hold office in the union. Shop Steward is considered an office in the union.

The guiding principle is that a core negotiating team (maximum of nine (9)) will represent all members of the bargaining unit/coalition at the negotiating table. These members will sit on negotiating teams representing the good and welfare of the PSAC membership. They will not represent specific occupational groups or Components as they are holding a temporary office within the PSAC.

Negotiating teams may be assisted in their tasks through the use of sub-committees where necessary. Sub-committees will be comprised of representatives selected from specific constituencies within the bargaining unit/coalition groups engaged in bargaining. The sub-committees will be established on an as required basis and may be tasked with reviewing proposals, advising negotiating teams directly on specific areas of interest or they may be called upon to make presentations to the employer during negotiations.

The NBoD officer appointed to the negotiating team, in consultation with the negotiating team and the AEC officer responsible for collective bargaining will determine which sub-committees are appropriate. The AEC officer is responsible for the establishment of sub-committees, their terms of reference and their disbandment.

Should the establishment of a negotiating team not result in the selection of a member of each of the PSAC's four designated equity groups; the AEC may take special measures to ensure the negotiating team considers equity issues. These measures may include the review of proposals through an "equity filter" or the establishment of a sub-committee to advise the negotiating team directly.

PSAC negotiating teams shall be composed of the following:

- a) Delegates selected at the Collective Bargaining Conference for their respective coalition/unit, or those selected by their Component, Local or Direct Charter Locals in the case of single bargaining units and who are members of the bargaining unit;
- b) The National President may appoint a member of the National Board of Directors to sit as a member of each negotiating team and who shall have full voice and no vote; and
- c) The Alliance Executive Committee shall appoint a staff representative(s) to sit as a member of each negotiating team and who, as chairperson, shall have full voice and no vote.

Negotiating teams will normally be based upon the size of the membership, and, where possible, equitable regional representation and, where possible, equitable representation of occupational groups and, where possible, equitable Component representation and, where possible, equity representation. The exact composition, which may be less or more, will be decided upon in advance through the strategy committee, but in no case will ever exceed nine (9). The allocation will be as follows:

0 – 1,500 members	- up to 3 team members
1,501 – 7,000 members	- up to 5 team members
7,000 – 15,000 members	- up to 7 team members
15,000 or more	- up to 9 team members

If a position on a negotiating team is not filled or a member or alternate of the negotiating team does not attend two (2) consecutive meetings without sufficient reason, the Alliance Executive Committee shall declare the position vacant and shall appoint an alternate after consultation with the NBoD officers who have members in the bargaining unit.

In the case of negotiating team meetings deciding upon proposals in advance of negotiations; each Component which has members in the bargaining unit but does not have a representative on the negotiating team may request permission to send an observer to the meetings at the expense of the PSAC.

3.8 Roles and Responsibilities

Negotiating team members serve as a member of a PSAC negotiating team representing all of the members of the bargaining unit/coalition and not any particular constituency within the union. Failure to do so would constitute dismissal by the AEC from the negotiating team with cause.

Negotiating team members are also charged with the following specific responsibilities:

- finalize and prioritize proposals;
- negotiate with the employer with the assistance of a negotiator assigned by the PSAC;
- support the rest of their team;
- recommend strike votes or tentative agreements;
- serve as required and authorized, on various mobilization or strike related committees established in support of negotiations.

3.9 Auditing Collective Bargaining Demands

The Alliance Executive Committee may direct the advancement of certain proposals which would promote the good and welfare of the union.

The Alliance Executive Committee is responsible for ensuring proposals to be submitted to employers do not contravene policies of the PSAC, are harmful to other bargaining units and are not contrary to the good and welfare of the union.

3.10 Memoranda of Settlement

The Alliance Executive Committee is responsible for concluding Memoranda of Settlement (including letters of understanding) with the employer through the process of collective bargaining. The National President (in consultation with the negotiating team) may at any time deemed appropriate, engage in direct discussions with employer representatives in an attempt to achieve a Memorandum of Settlement. The National President is the official spokesperson for all negotiating teams. The authority of the National President in these circumstances may be delegated to another officer of the PSAC.

A proposed Memorandum of Settlement (including letters of understanding) which in the opinion of the Alliance Executive Committee includes items that may have a major impact on the process of collective bargaining and/or its results, may be referred to the National Board of Directors for approval prior to the proposed Memorandum of Settlement being sent to the membership for ratification.

Memoranda of Settlement (including letters of understanding or other terms of settlement) shall not be placed before the membership for ratification without a recommendation either for acceptance or rejection from the negotiating team.

All negotiating team members and members of the National Board of Directors shall fully support the recommendations of the negotiating team. Memoranda of Settlement shall be subject to the voting and ratification procedure as provided below:

3.11 Voting Procedures

General:

The PSAC policy is to enable as many members of a bargaining unit as possible to vote and make an informed decision. The use of Employer premises for voting is discouraged and can only be authorized by the office of the Regional Executive Vice-President.

The Alliance Executive Committee shall authorize all votes, except strike votes. The authority may be delegated to the AEC officer responsible for collective bargaining.

The AEC officer responsible for collective bargaining shall establish a deadline for the receipt of ballots and instruct applicable staff representative(s) to conduct votes related to collective bargaining in accordance with the following:

- all votes shall be by secret ballot;
- voting materials shall be in the applicable official languages where required;
- the distribution, collection and counting of ballots shall be done under the authority of the PSAC regional offices at the regional and/or local level;
- proxy votes shall not be accepted;
- results of voting shall be reported by the most appropriate means and then in writing to the Alliance Executive Committee;
- results of ratification votes shall be released in detail to each Component, including vote counts by geographical region and by Local, where available;
- the Alliance Executive Committee shall develop specific guidelines for the conduct of balloting by regional offices; and
- all voting kits shall state the purpose of the vote, contain precise voting instructions and, in the case of ratification votes, identify all amendments, additions and deletions to the collective agreement; and
- all ballots shall contain an area where voters may write comments for the assistance of negotiating teams.

3.12 Dispute Settlement Route Votes

For those bargaining units falling under the Public Service Staff Relations Act the following shall apply:

- A dispute settlement vote shall be taken when there has been a request by 10% or more of members in the coalition/unit or when the National Board of Directors so directs.
- The dispute settlement route shall be changed as a result of a majority of returned ballots, excluding spoiled ballots, or by a decision of the National Board of Directors.
- Documentation given at the time of the vote on the dispute settlement method shall clearly state and explain the PSAC's position.

3.13 Strike Votes

General:

The National President has the ultimate authority in the area of strikes. In accordance with criteria contained in the guidelines, the National President is the only person authorized to call a strike vote within a bargaining unit or to authorize strike activity. The National President is also the only person who may authorize a bargaining unit to return to work following strike activity.

The National President may authorize a strike vote in any number of circumstances such as:

- all the requirements under the appropriate labour legislation have been met;
- after the receipt of a Conciliation Board Report, the employer has refused to return to the bargaining table;
- after a return to the bargaining table following the receipt of a Conciliation Board Report the parties are unable to reach a Memorandum of Settlement;
- a proposed Memorandum of Settlement is rejected by a majority of the votes cast in a ratification vote, excluding spoiled ballots;
- at any time, a recommendation that a strike vote be taken is made in writing, signed by a majority of the members of the PSAC negotiating team and approved by the AEC officer responsible for collective bargaining.

3.14 Strike

If, in any of the above circumstances, a strike vote is not required, the National President shall have the authority to call for a strike by members of the bargaining unit(s) concerned.

A strike in any bargaining unit(s) represented by the PSAC shall be authorized and terminated only by the National President and such authorization shall be in writing.

Process:

A) For PSSRA/ PESRA Bargaining Units:

Wherever possible, strike votes shall be conducted at meetings conducted 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;

Only PSAC members in good standing are entitled to vote; proof of membership may be required;

B) For All Other Bargaining Units:

Wherever possible, strike votes shall be conducted at meetings conducted 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;

Legislation requires that all employees in the bargaining unit, regardless of membership status in the union, must be given an opportunity to vote.

3.15 Ratification Votes

General Provisions:

A ratification vote shall be held for the acceptance or rejection of a Memorandum of Settlement in the bargaining unit(s) concerned. In the case of a coalition, the vote shall be carried out as a single, all-encompassing vote.

The AEC Officer responsible for collective bargaining, on authority delegated by the Alliance Executive Committee, shall sign a collective agreement for a bargaining unit or a coalition bargaining group when a majority of the votes cast are in the affirmative, excluding spoiled ballots.

Locals/branches are responsible for ensuring members receive adequate information upon which to make a decision to vote; holding ratification meetings to which members have reasonable access and making alternate arrangements, with the exception of “desk drops”, to allow members to vote. Locals/branches are responsible for the rental of meeting facilities for ratification votes, with the following exceptions:

- when a ratification vote follows a successful strike vote;
- where more than one Local/branch holds a joint ratification meeting.

Process:

A) PSSRA/PESRA Bargaining Units:

Wherever possible, ratification votes shall be held at meetings conducted for the purpose of explaining the terms of the memorandum of settlement, except where the isolated nature of the worksite or shift schedules require that special arrangements be made;

Only PSAC members in the bargaining unit shall be entitled to vote; proof of membership may be required;

Ratification vote ballots must clearly identify whether a rejection of the tentative collective agreement shall be taken as a strike vote.

B) All Other Bargaining Units (non-PSSRA):

Wherever possible, ratification votes shall be held at meetings conducted for the purpose of explaining the terms of the memorandum of settlement, except where the isolated location of the worksite or shift schedules require that special arrangements be made.

Where it is intended that a vote to reject the tentative agreement shall constitute a strike vote, legislation requires that all employees in the bargaining unit be given an opportunity to vote, whether or not they are members in good standing of the union. In this circumstance, the ratification vote must be treated as a strike vote and all the processes applicable to a strike vote followed.

Where it is intended that a vote to reject a tentative agreement shall not constitute a strike vote, only PSAC members in good standing will be eligible to vote.

PART 4 – EXPLANATORY NOTES FOR MEMBERS ON NEGOTIATING TEAMS

4.1 Notification

The administrative staff of the Negotiations Section will advise the PSAC negotiating team members (official delegates elected at the Alliance Bargaining Committee) and the Components of dates, location and times of negotiations sessions.

Please use PSAC Expense Claim Form 165 for claiming all expenses.

Period of claim on expense claim form must be completed and should include all days including travel time.

Claims will be settled in accordance with the provisions of the PSAC Travel Directives. The AEC is responsible for determining the specific rules that apply to the payment of members' expenses. See also Regulation 15A.

In the case where team members have been specifically appointed by Components, at the Component's request the Alliance will process all expenses for these members to the maximum permitted by the PSAC. The Component in question will be invoiced for payment from the Alliance.

4.2 Advances

The administrative staff of the Negotiations Section will request an advance of funds, which will normally be given to Alliance 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 not be issued in cases where outstanding claims for 30 days or more exist.

4.3 Transportation

A member should use commercial transportation where available.

All air and train reservations are to be handled/confirmed with the PSAC Travel Agent:

(W.E. TRAVEL - TOLL FREE # 1-888-676-7747; 8:00 A.M. TO 5:00 P.M. EASTERN TIME).

(If tickets were supplied, but not used, they must be returned with the claim.)

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.

For travel of a distance that requires two (2) - three (3) hours travel time, travel to destination should be made after work the evening prior to the event.

Rail/Bus/PMV/Mileage

For distances less than 300 km -

Commercial transportation (train or bus) should be taken. A member who requests to travel by private vehicle (less than 300 km one way) will be paid according to the PSAC Travel Directives.

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, will be entitled to claim expenses 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 by providing cost of discounted air fare to Section Coordinator. Mileage will be reimbursed as specified in the PSAC Travel Directives up to the applicable equivalent most economical (discounted) air fare cost. There will be no payments for taxis and other costs normally associated with air travel.

Air transportation

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

PSAC will advise the travel agent to book travel, consult with the members involved and then provide final confirmation.

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

In order to obtain economical fares, the travel agent must book the air travel as soon as possible (at least 7-14 days in advance).

The travel agent will offer charter class travel (which requires a Saturday night stay over) as this is the most economical fare. This option is voluntary. See details below.

Any exceptions must be authorized in advance by contacting the Section Coordinator.

Charter Class to Save Money (Voluntary)

Reservations must be made well in advance with a Saturday night stay over in order to obtain the most economical fare. The travel agent will be booking at the most economical discounted airfare possible.

In circumstances when an event is not scheduled to meet the criteria of a Saturday night stay over at destination, the travel agent will give the opportunity to voluntarily take advantage of the discounted fares. However, the PSAC will only pay actual loss of salary, extra hotel costs (no more than two) and meal expenses providing that the reduced fare plus expenses and loss of salary is less than the cost of the regular economy fare. Claims will be reviewed accordingly.

If charter fares are booked, travel back to destination should occur on day planned. However, if negotiations are adjourned early, contact the Negotiations Section to arrange when it is appropriate to return home. (The cost will be the determining factor.)

Taxis

All claims for single taxi fares in excess of \$8.00 must be supported by a receipt.

A member traveling by air must use the airport bus/shuttle. The use of taxis or other ground transportation is not approved unless it is more economical, which is usually the case when such method of transportation is shared.

If a member wishes to hand in their expense claim prior to departure, taxi receipts for airport transportation to the airport can be multiplied by two for the return trip.

Parking

A receipt is always needed for parking.

4.4 Accommodation

Members residing in the municipal area where the meeting is to take place may be allowed to stay at the hotel. The Coordinator of Negotiations may grant such approval that will depend upon the circumstances. Negotiating team members will be advised on occasions when it will be absolutely necessary to secure accommodations for the night during a session.

The PSAC's policy is that members stay at unionized hotels and these will be booked by PSAC Travel Agent or by PSAC administrative staff. Confirmation is essential.

For ease of processing expenses and ensuring costs are coded accurately, members on negotiating teams are to pay their hotel bill. An original receipt must support claims for hotel accommodation. Settled hotel invoice is to be attached to the expense claim. Room charges and taxes only can be claimed.

Private accommodation allowance will be paid according to PSAC Travel

Directive.

4.5 Meals & Incidentals

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

If in travel status breakfast may be claimed when leaving home before 7:00 a.m. Dinner may be claimed when arriving home later than 6:00 p.m.

Note Per Diem: If meals and incidentals are claimed, a per diem does not apply.

4.6 Family Care

The objective of the PSAC's Family Care Policy is to remove one of the barriers which prevents members from participating fully in union activities. The intention is to assist members in covering additional costs (costs over and above the normal family care expenses) incurred as a direct result of attending authorized PSAC activities.

Additional family care expenses may be claimed but a member must complete Form 133 and provide an original receipt signed by the care giver to qualify for this entitlement, both of which should be attached to the expense claim. Please refer to the Form 133 for terms and conditions of the PSAC Family Care Policy. Upon request, consideration will be given to special needs or unusual circumstances resulting in costs which exceed the approved rates and expenses allowable. Detailed information must be provided *in advance* for pre-approval.

4.7 Salary Entitlement

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. Loss of salary will be reimbursed only for authorized travel during normal working hours. Members will not be compensated for travel or work on a day of rest except where specified in the PSAC Regulations.

Bargaining Committee Meetings

Loss of salary only.

Negotiations

PSAC representatives on a PSAC negotiating team shall be paid loss of salary.

Team members who work (and travel) on a day of rest, shall be compensated at their straight-time rate to a maximum of one (1) day's normal pay (based on contract hours). (Adopted at January, 1988 meeting).

1. Team Members on Shift Schedules

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 premiums.

For normal days of rest, team members would receive up to a maximum of eight hours salary for that day. (Comptroller, March 1991).

2. Salary for Work/Travel on a Compressed Day Off

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. (Comptroller & AEC - February 1989)

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.

3. Salary for Travel Time on a Day of Rest

For each day member travels on a day of rest, members will be compensated for the time in travel status based on actual travel time not to exceed one day's normal pay. Actual travel time hours should be indicated on expense claim or itinerary can be provided if available.

4. Salary for Work/Travel on a Designated Paid Holiday

If members travel or work on a designated paid holiday, they lose their day off and for that they will be compensated. They will be compensated at a straight time rate as is done for other days or rest. However, loss of salary will be paid at the applicable rate if member was scheduled to work on that day. A shift schedule is needed in this case.

Overtime is never paid. At no time will a member be compensated for hours worked/traveled in excess of their normal working day.

Full particulars of classification must be provided. This includes group, sub-group, level; step in the level, zone, supervisory differential, Isolated Post Allowance information, shift and weekend premium information, etc. It is necessary to indicate the number of days being claimed.

Salary will not be paid unless full particulars are indicated.

Bilingual bonus is paid by the employer for the full month for any month in which the employee receives a maximum of 10 days pay.

No negotiating team member who is selected to an PSAC negotiating team, will be required to begin work within ten (10) hours of his/her return home after bargaining.

If a member's entitlement is increased by reason of a collective agreement being approved retroactively, it is the responsibility of the member to submit a supplementary claim to Financial Accounting.

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

Note: A T4 will be issued.

4.8 Loss of Employer Share of Benefits

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). PSAC will compensate for all loss of benefits. A form (provided by PSAC) must be completed by the pay office.

4.9 Benefits

If a member becomes ill while on PSAC business, we do continue to reimburse the member loss of salary for the duration of the function at which time if the member remains ill he/she should go on sick leave from the employer.

If the member has an accident such as falling, etc. we do have an insurance policy which pays up to \$500.00 weekly indemnity for the period until the member is deemed fit to return to work (maximum 52 weeks).

4.10 Source Deductions/Income Tax – CPP and EI

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.

4.11 Processing Of Expense Claim

Incomplete and unsigned claims will be returned.

All members claiming expenses from the PSAC must complete a PSAC Expense Claim Form #165. The reverse side gives explanations in detail of the various expenses that can be claimed.

It is essential that the original claim is submitted and all accompanying receipts are originals in order for Financial Accounting to reimburse members' expenses.

(We cannot pay on a copy or a fax copy of claim).

When completed, the original expense claim form and accompanying documents are to be sent to the PSAC Section that is responsible for approving claim. The Financial Accounting Section normally processes claims within 10-15 days of receipt of the claim in their offices.

Any comments or additional information which will assist in the settlement of claims should be detailed in a covering memorandum and submitted with the claim (i.e. unavoidable changes to travel plans).