



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

## **TENTATIVE AGREEMENT**

### **PUBLIC SERVICE ALLIANCE OF CANADA (PSAC)**

#### **PROGRAM AND ADMINISTRATIVE SERVICES BARGAINING UNIT (PA)**

COMPRISING EMPLOYEES IN THE FOLLOWING CLASSIFICATIONS:

Administrative Services	(AS)
Information Services	(IS)
Programme Administration	(PM)
Welfare Programmes	(WP)
Communications	(CM)
Data Processing	(DA)
Clerical and Regulatory	(CR)
Office Equipment	(OE)
Secretarial, Stenographic and Typing	(ST)



File: 2122-PA-3

July 22, 2020

**TO: ALL MEMBERS OF THE PSAC – PROGRAM AND ADMINISTRATIVE SERVICES BARGAINING UNIT (PA)**

**RE: TENTATIVE AGREEMENT**

---

On July 9, 2020, after two-and-a-half years of negotiations, our PA bargaining team finally reached a tentative agreement with Treasury Board. Our bargaining team unanimously recommends ratification of our new agreement.

If ratified, the settlement will improve our members' working conditions in several ways. These improvements are the product of the hard work and dedication of both our team and the membership over the course of this round of bargaining.

### **HIGHLIGHTS OF OUR TENTATIVE AGREEMENT**

#### **Economic Increases**

The tentative agreement contains significant improvements to monetary compensation for members. This includes general wage increases and allowances for Compensation Advisors, Parole Officer and Parole Officer Supervisors and Managers as well as Fishery Officers.

The total compensation increase for all PA group members' amounts to:

- Effective June 21, 2018: 2.8%
- Effective June 21, 2019: 2.2%
- Effective June 21, 2020: 1.35%

#### **Fishery Officer Allowance**

- A new annual allowance of \$3,000 to incumbents of Programme Administration (PM) Group positions at the PM-05 to PM-06 levels for the performance of their duties as Fishery Officers.
- In the event that a different amount be negotiated for employees in the General Technical (GT) Group working as Fishery Officers before the signature of the PA Collective Agreement, the parties hereto agree that the Programme Administration (PM-05 and PM-06) Group Working as Fishery Officers allowance amount would be adjusted accordingly.
- **Parole officer and parole officer supervisors/managers allowance**
- A new \$2,000 Allowance to incumbents of Welfare Programmes (WP) Group positions at the WP-04 level working as a Parole Officer and WP-05 level working as a Parole Officer Supervisor or Parole Officer Manager at Correctional Services Canada (CSC).

## **Compensation Employees Allowance**

- Increase in the allowance from \$2,500 to \$3,500 for all compensation advisors and employees working in compensation operations at Public Service and Procurement Canada or departments not serviced by the Pay Centre who perform work directly related to compensation operations, including processing transactions.
- An expansion of the previous allowance from compensation advisors at the AS-01, AS-02 and AS-03 level to include all compensation employees at the CR-05 and AS-04 level as well

## **DETAILED SUMMARY OF THE TENTATIVE AGREEMENT REACHED ON JULY 9, 2020**

### **ARTICLE 2 – INTERPRETATION AND DEFINITIONS**

Housekeeping changes.

### **ARTICLE 3 – APPLICATION**

Language on the use of gender in the collective agreement.

### **ARTICLE 12 – USE OF EMPLOYER FACILITIES**

Language added to specify that permission of PSAC staff to access Employer premises will not be unreasonably denied.

### **ARTICLE 14 – LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS**

New Leave for an employee who is elected as a full-time official of the Alliance.

Other housekeeping changes.

### **ARTICLE 25 – HOURS OF WORK**

New language explicitly stating that nursing employees shall not be unreasonably denied unpaid breaks to nurse or express milk.

Clarity on language for lunch break for all employees.

### **ARTICLE 28 – OVERTIME**

New article specifying that the Employer will continue to allocate overtime equitably and endeavour to assign overtime to members within the same classification.

Meal reimbursement increased to \$12 from \$10.

### **ARTICLE 34 – VACATION LEAVE WITH PAY**

Language specifying that designated paid holidays be included in calculation of 7 days of consecutive leave for vacation bidding based on years of service.

Other housekeeping changes.

## **ARTICLE 38 – MATERNITY LEAVE WITHOUT PAY**

Addition of Schedule V of the Act, which allows mobility between the core public administration and 26 other separate agencies, including the Canada Revenue Agency, the Canadian Food Inspection Agency, Parks Canada and the National Research Council, without an obligation to repay allowances. This change gives more flexibility to parents who wish to change positions within the federal public service.

## **ARTICLE 39 – MATERNITY-RELATED REASSIGNMENT OR LEAVE**

Increase in maternity reassignment leave qualification from 52 to 78 weeks following birth.

## **ARTICLE 40 – PARENTAL LEAVE WITHOUT PAY**

### **Extended parental leave without pay**

For parents covered by EI and the QPIP - Introduction of extended parental leave without pay for 86 weeks, with no impact on the five-year limit in Article 41.

### **Additional week under the EI Act**

If both parents work in the public service and they have divided the full 40 weeks of parental leave, one of the two parents can receive the additional week.

### **Additional weeks under the QPIP**

If both adoptive parents work in the public service and they have divided the full 37 weeks of adoption leave, one of the two parents can receive the two additional weeks; and, if both biological parents work in the public service and they take all 32 weeks of the parental leave as well as the 5 weeks of paternity leave, one of the two parents can receive two additional weeks.

### **Change in the number of weeks with allowance**

New maximum of 57 weeks per couple with 93% allowance. This will allow for the inclusion of five paternity weeks, under the QPIP, where both parents work in the public service and the inclusion of five or eight new weeks of parental leave under the Employment Insurance Act, where both parents work in the public service.

### **Under the EI Act – Parental allowance for extended leave**

Parents covered by EI over the new extended leave period will be eligible for a supplementary allowance equivalent to 55.8% of their weekly rate of pay.

### **Repayment formula**

Addition of Schedule V of the Act, which allows mobility between the core administration and 26 other separate agencies, including the Canada Revenue Agency, the Canadian Food Inspection Agency, Parks Canada and the National Research Council, without an obligation to repay allowances. This change gives more flexibility to parents who wish to change positions within the federal public service.

## **ARTICLE 41 – LEAVE WITHOUT PAY FOR THE CARE OF FAMILY**

Expansion of leave provision to include care of a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

## **\*ARTICLE 42 – COMPASSIONATE CARE AND CAREGIVING LEAVE**

New caregiving leave provisions that include the three types of leave provided for under EI:

- Compassionate Care Benefits
- Family Caregiver Benefits for Children
- Family Caregiver Benefits for Adults

The leave is for the same duration as stipulated in EI and includes the applicable waiting period. Leave granted under this clause shall count towards severance pay, vacation leave and pay increments.

## **ARTICLE 44 – LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES**

Expansion of leave provision to include care of a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

## **ARTICLE 47 – BEREAVEMENT LEAVE WITH PAY**

Expansion of leave provision to include one-time bereavement leave for a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

## **NEW ARTICLE 54 – DOMESTIC VIOLENCE LEAVE**

New 75 hours of annual leave for employees who are subject to domestic violence.

## **ARTICLE 58 – CALL CENTRE EMPLOYEES**

New provision that provides call centre employees with the opportunity to participate in at least one (1) day of facilitated training on crisis intervention. In addition, new employees will also receive facilitated training on coping skills upon initial hire.

## **ARTICLE 65 – PAY ADMINISTRATION**

Housekeeping changes.

## **ARTICLE 67 – DURATION**

The new agreement, if ratified by the membership, will expire on June 20, 2021.

## **APPENDIX A-2**

Housekeeping - deletion of the Memorandum of Understanding pertaining to All Groups Canada Border Services Agency (CBSA) Employees.

## **APPENDIX C – JOINT LEARNING PROGRAM**

Increases to funding of the Joint Learning program including funding for a pilot study on health and safety training.

## **APPENDIX D – WORKFORCE ADJUSTMENT**

Increase in education allowance from \$15,000 to \$17,000 for indeterminate employees who are laid off during workforce adjustment process.

## **APPENDIX E – CALL CENTRES**

Renewal of memorandum of understanding for a joint study on working environments in call centres with commitment to share the findings of the joint study across departments/separate agencies with call centre operations.

## **APPENDIX F – IMPLEMENTATION**

Language detailing the implementation of the collective agreement including a \$500 amount payable within one-hundred and eighty (180) days of signature, in recognition of extended implementation timeframes and the significant number of transactions that have not been entered in the pay system and a subsequent \$50 allowance for every subsequent complete period of ninety (90) days their collective agreement is not implemented.

**There will be a six (6) months delay in the implementation of new allowances that will be compensated with a lump-sum payment of an equal value.**

## **APPENDIX G – OCCUPATIONAL GROUP STRUCTURE REVIEW**

Renewal of the Memorandum of Understanding with commitment to negotiate new pay lines for the new job evaluation standards in the subsequent collective agreement.

## **APPENDIX J – RETENTION ALLOWANCE FOR COMPENSATION EMPLOYEES**

Increase in the allowance to \$3,500 from \$2,500 for all compensation advisors and employees working in compensation operations at Public Service and Procurement Canada or departments not serviced by the Pay Centre who perform work directly related to compensation operations, including processing transactions.

An expansion of the previous allowance from compensation advisors at the AS-01, AS-02 and AS-03 level to include all compensation employees at the CR-05 and AS-04 level.

## **APPENDIX M – MENTAL HEALTH**

Renewal of the 2015 memorandum of understanding with respect to mental health in the workplace as part of the collective agreement which established the Joint Task Force on Mental Health (the Joint Task Force).

## **APPENDIX N – CHILDCARE**

Renewal of the memorandum of understanding building on the report of the Joint National Child Care Committee (JNCCC)'s work.

## **APPENDIX O – SUPPORTING EMPLOYEE WELLNESS**

Deletion of memorandum of understanding. As a result, sick leave will remain untouched.

## **NEW APPENDIX O – FISHERY OFFICER ALLOWANCE**

A new annual allowance of \$3,000 to incumbents of Programme Administration (PM) Group positions at the PM-05 to PM-06 levels for the performance of their duties as Fishery Officers.

In the event that a different amount is negotiated for employees in the General Technical (GT) Group working as Fishery Officers, before the signature of the PA Collective Agreement, the parties hereto agree that the PM-05 and PM-06) Fishery Officers allowance will be adjusted accordingly.

## **APPENDIX P – INDIGENOUS LANGUAGES**

Memorandum of understanding establishing of a joint committee to review the use of Indigenous languages in the public service, examine Indigenous language skills in the performance of employee duties, and consider the advantages that Indigenous language speakers bring to the public service.

## **APPENDIX Q – PAROLE OFFICER AND PAROLE OFFICER SUPERVISORS/MANAGERS ALLOWANCE**

Memorandum of understanding establishing 1 new \$2,000 allowance to incumbents of Welfare Programmes (WP) Group positions at the WP-04 level working as a Parole Officer and WP-05 level working as a Parole Officer Supervisor or Parole Officer Managers at Correctional Services Canada (CSC).

## **APPENDIX R – A JOINT STUDY ON SUPPORT MECHANISMS FOR EMPLOYEES**

A memorandum of understanding to establish a joint committee to identify employees inherently exposed, in the course of their duties, to explicit and disturbing material, and/or potentially threatening situations, as well as the potential support mechanisms they may require.

## **OUTSIDE THE COLLECTIVE AGREEMENT – MEMORANDUM OF UNDERSTANDING WITH RESPECT TO A NEGOTIATIONS PROTOCOL FOR CIVILIAN MEMBERS OF THE ROYAL CANADIAN MOUNTED POLICE**

Detailed protocol for negotiation of working conditions of civilian members of the RCMP who are slated to be deemed into PSAC bargaining units. The memorandum of understanding also protects certain working conditions until negotiations are concluded.

## **OUTSIDE THE COLLECTIVE AGREEMENT – MEMORANDUM OF UNDERSTANDING ON INCENTIVES FOR THE RECRUITMENT AND RETENTION OF COMPENSATION ADVISORS**

Extension of previous incentives for AS-01, AS02 and AS-03 compensation advisors to September 1, 2020 including one-time \$4,000 incentive payments and double overtime.

Your Bargaining Team, consisting of:

Sargy Chima  
Roger Duffy  
Travis Lahnalampi  
Hayley Millington  
Geoffrey Ryan

Julien Souque  
Dawn Staruiala  
Brandon Thorne  
Gail Lem (PSAC Negotiator)  
Pierre-Samuel Proulx (PSAC Senior Research Officer)  
Omar Burgan (PSAC Research Officer)

unanimously recommends this tentative agreement.

In Solidarity,



Marianne Hladun  
Regional Executive Vice-President, Prairies

- cc. National Board of Directors  
Regional Political Action and Communication Officers  
Negotiations Section  
Amarkai Laryea, A/Director, Representation and Legal Services Branch  
Regional Coordinators  
Fraser McDonald, Supervisor, Membership Administration  
Chantal Fréchette, Administrative Assistant, Membership Administration  
Dale Robinson, Strike Mobilization Project Officer  
Kelly Greig, Member Information Advisor  
Ratification Kit Binder (Negotiations Section)



**TENTATIVE AGREEMENT TO SETTLE  
COLLECTIVE BARGAINING  
WITH THE  
PUBLIC SERVICE ALLIANCE OF CANADA  
AND  
THE TREASURY BOARD OF CANADA  
IN RESPECT OF THE PROGRAM AND ADMINISTRATIVE SERVICES (PA) GROUP  
NEGOTIATIONS:**

**The parties hereto agree to enter a tentative agreement as follows:**

1. Increases to the rates of pay, as identified at Annex A.
2. Duration – three (3) year agreement, expiring on **June 20, 2021** as identified at Annex B.
3. Amendments to the following provisions, as identified at Annex C:
  - Update to reference on Directive on Terms and Conditions of Employment (various)
  - Article 3 – Application
  - \*Article 12 – Use of Employer Facilities
  - \*Article 14 – Leave with or without pay for Alliance Business
  - Article 25 – Hours of work
  - Article 28 – Overtime
  - \*Article 34 – Vacation Leave with Pay
  - \*Article 38 – Maternity Leave without Pay
  - Article 39 – Maternity-Related Reassignment or Leave
  - \*Article 40 – Parental Leave without Pay
  - Article 41 – Leave without Pay for the Care of Family
  - \*Article 42 – Compassionate Care Leave
  - Article 44 – Leave with Pay for Family-Related Responsibilities
  - Article 47 – Bereavement Leave with Pay
  - \*(new) Article 54 – Domestic Violence Leave
  - Article 58 – Call Centre employees
  - Appendix A-2 – All Groups Canada Border Services Agency (CBSA) employees
  - Appendix C – Memorandum of Understanding with respect to a Joint Learning Program
  - \*Appendix D – Workforce Adjustment
  - Appendix E – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance with Respect to a Joint Study on the Work Environment for Employees Working in Call Centres
  - \*Appendix F – Memorandum of Understanding between the Treasury Board of Canada and the Public Service Alliance of Canada with respect to the Implementation of the Collective Agreement

- Appendix G – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Occupational Group Structure Review and Classification Reform
- Appendix J – Memorandum of Understanding Between the Treasury Board (hereinafter called the Employer) and the Public Service Alliance of Canada (hereinafter called the Alliance) in Respect of the Program and Administrative Services Group: Compensation Advisors Retention Allowance
- \*Appendix M – Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada with Respect to Mental Health in the Workplace
- \*Appendix N – Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada with Respect to Child Care
- \*Appendix O – Memorandum of Agreement on Supporting Employee Wellness
- (new) Appendix O – Memorandum of Understanding between the Treasury Board of Canada and the Public Service Alliance of Canada with respect of Employees in the Program Administration (PM) Group Working as Fishery Officers
- (new) Appendix P – Memorandum of Understanding between the Treasury Board of Canada and the Public Service Alliance of Canada with respect to Indigenous Languages
- (new) Appendix Q – Memorandum of Understanding between the Treasury Board of Canada and the Public Service Alliance of Canada with respect to Welfare Programmes (WP) Group Working as Parole Officers and Parole Officer Supervisors
- (new) Appendix R – Memorandum of Understanding between the Treasury Board of Canada and the Public Service Alliance of Canada with respect to a Joint Study on Additional Support Mechanisms for Employees

\* denotes common table elements

4. All items agreed to and signed during the course of negotiations form part of this offer, unless otherwise specified.
  - Changes to references for the FPSLRB and FPSLRA (Various)
  - Deletion of references to “cash” (Various)
  - Clause 30.09 – change “mileage” to “kilometric”
  - Clause 44.03 – administrative change
5. The Employer commits to the development of an Employer policy on domestic violence that would provide guidance to managers on how to deal with such matters. This policy will not form part of the collective agreement.
6. In the event that a different amount be negotiated for employees in the General Technical (GT) Group Working as Fishery Officers allowance (Appendix Z of the Technical Services (TC) collective agreement) before the signature of the PA collective agreement, the parties hereto agree that the Programme Administration (PM-05 and PM-06) Group Working as Fishery Officers (new Appendix O of the PA collective agreement) allowance amount would be adjusted accordingly.
7. It is agreed that employees who meet the eligibility criteria for new or amended allowances on the date of signature of the collective agreement are eligible to a one-time lump sum payment as follows:
  - Employees eligible to the new Programme Administration (PM) Group Working as Fishery Officers allowance: \$1500;

- Employees eligible to the new Welfare Programmes (WP) Group Working as Parole Officers and Parole Officer Supervisors allowance: \$1000;
- Employees newly eligible to the compensation Advisors Retention allowance: \$1750; and,
- Employees already eligible to the current \$2500 Compensation Advisors Retention allowance on date of signature of the collective agreement: \$500.

This payment will be issued within 180 days of signature of the collective agreement.

8. Implementation of the provisions for Article 40 – Parental Leave without pay will be in effect as of the date of signature of the collective agreement.
9. The Employer and the Public Service Alliance of Canada agree to withdraw all other outstanding items.
10. The Public Service Alliance of Canada agree to unanimously recommend the ratification of this tentative agreement to its members and the Employer agrees to unanimously recommend the ratification of this tentative agreement to its principals.
11. Provided that the Public Service Alliance of Canada confirms in writing to the Employer that ratification of the tentative collective agreement by the PA group was successful on or before October 15, 2020, article 3 of the Appendix F – Memorandum of Understanding between the Treasury Board of Canada and the Public Service Alliance of Canada with respect to the Implementation of the Collective Agreement will be amended as follows:
  - References to “non-pensionable amount of four hundred dollars (\$400)” will be replaced “non-pensionable amount of five hundred dollars (\$500)”
12. Unless otherwise specified, existing provisions are renewed.

## ANNEX A

### Rates of Pay

June 21, 2018 - increase to rates of pay:	2.8%
June 21, 2019 - increase to rates of pay:	2.2%
June 21, 2020 - increase to rates of pay:	1.35%

The Employer proposes to implement increases in accordance with Appendix "F" - Memorandum of Understanding between the Treasury Board of Canada and the Public Service Alliance of Canada with respect to Implementation of the Collective Agreement.

Amounts in respect of the period prior to the implementation date will be paid as a retroactive payment, in accordance with Appendix "F" – Memorandum of Understanding between the Treasury Board of Canada and the Public Service of Canada with respect to Implementation of the Collective Agreement. Subsequently, amounts will be provided as increases to rates of pay.

**ANNEX B**  
**ARTICLE 67**  
**DURATION**

**67.01** This agreement shall expire on **June 20, 2021** ~~2018~~.

## ANNEX C

### ARTICLE 2

#### INTERPRETATION AND DEFINITIONS

**2.01** For the purpose of this Agreement:

**"continuous employment"** (*emploi continu*)

has the same meaning as specified in the ~~existing Public Service Terms and Conditions of Employment Regulations~~ **Directive on Terms and Conditions of Employment** of the Employer on the date of signing of this Agreement.

## ARTICLE 65

### PAY ADMINISTRATION

#### 65.03

- a. The rates of pay set forth in Appendix A-1 shall become effective on the dates specified.
- b. Where the rates of pay set forth in Appendix A-1 have an effective date before the date of signing of this Agreement, the following shall apply:
  - i. "retroactive period" for the purpose of subparagraphs (ii) to (v) means the period from the effective date of the revision up to and including the day before the collective agreement is signed or when an arbitral award is rendered therefor;
  - ii. a retroactive upward revision in rates of pay shall apply to employees, former employees or, in the case of death, the estates of former employees who were employees in the groups identified in Article 9 of this agreement during the retroactive period;
  - iii. for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;
  - iv. for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the ~~Public Service Terms and Conditions of Employment Regulations~~ **Directive on Terms and Conditions of Employment** using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;
  - v. no payment or notification shall be made pursuant to paragraph 65.03(b) for one dollar (\$1) or less.

**ARTICLE 3**  
**APPLICATION**

**3.01** The provisions of this agreement apply to the Alliance, the employees and the Employer.

**3.02** The English and French texts of this agreement shall be official.

*(new)*

**3.03** **With the exception of clauses relating to maternity leave, maternity allowance, medical appointments for pregnant employees, and maternity-related reassignment or leave in this agreement, expressions referring to employee or the masculine or feminine gender are meant for all employees, regardless of gender.**



## \*ARTICLE 12

### USE OF EMPLOYER FACILITIES

**12.03** A duly accredited representative of the Alliance may be permitted access to the Employer's premises, which includes vessels, to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Employer. **Such permission shall not be unreasonably withheld.** In the case of access to vessels, the Alliance representative upon boarding any vessel must report to the Master, state his or her business and request permission to conduct such business. It is agreed that these visits will not interfere with the sailing and normal operation of the vessels.

**\*ARTICLE 14**

**LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS**

**14.14 The Employer will grant leave without pay to an employee who is elected as a full-time official of the Alliance within one (1) month after notice is given to the Employer of such election. The duration of such leave shall be for the period the employee holds such office.**

**14.1415** ~~Effective January 1, 2018, Leave granted to an employee under articles~~ **clauses** 14.02, 14.09, 14.10, 14.12 and 14.13 will be with pay **and** the PSAC will reimburse the Employer for the salary and benefit costs of the employee during the period of approved leave with pay according to the terms established by the joint agreement.

## ARTICLE 25

### HOURS OF WORK

#### 25.05

- a. The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day except on occasions when operational requirements do not permit.
- b. The Employer shall provide an unpaid meal break of a minimum of thirty (30) minutes per full working day, normally at the mid-point of the working day.**
- c. Subject to operational requirements, every employee who is nursing shall, upon request, have their hours of work scheduled in a way to provide for any unpaid breaks necessary for them to nurse or to express breast milk. Such request shall not be unreasonably denied.**

## ARTICLE 28

### OVERTIME

#### 28.04 Assignment of overtime work

~~a.~~ Subject to operational requirements, the Employer shall make every reasonable effort to:

a. avoid excessive overtime and to offer overtime work on an equitable basis among readily available qualified employees,

**and**

**b. endeavor to allocate overtime work to employees at the same group and level as the position to be filled, that is, CR-4 to CR-4, PM-2 to PM-2 etc.**

and

~~bc.~~ **The Employer shall, wherever possible, give at least four (4) hours' notice of any requirement for overtime work, E**except in cases of emergency, call-back or mutual agreement with the employee; ~~the Employer shall, wherever possible, give at least four (4) hours' notice of any requirement for overtime work.~~

#### 28.09 Meals

- a. An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed his or her expenses for one meal in the amount of ~~ten~~ **twelve** dollars (\$~~10~~**12.00**) except where free meals are provided.
- b. When an employee works overtime continuously extending four (4) hours or more beyond the period provided in paragraph (a), the employee shall be reimbursed for one additional meal in the amount of ~~ten~~ **twelve** dollars (\$~~10~~**12.00**) for each additional four (4) hour period of overtime worked thereafter except where free meals are provided.
- c. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.
- d. Meal allowances under this clause shall not apply to an employee who is in travel status, which entitles the employee to claim expenses for lodging and/or meals.

**\*ARTICLE 34**

**VACATION LEAVE WITH PAY**

**34.05**

- v. Years of service as defined in clause 34.03 shall be used as the determining factor for granting requests only when the leave request plus **any** scheduled days of rest **and/or designated paid holidays** total seven (7) or more consecutive calendar days off.

**34.15** Where the employee requests, the Employer shall grant the employee his or her unused vacation leave credits prior to termination of employment if this will enable the employee, for purposes of severance pay, to complete the first (1<sup>st</sup>) year of continuous employment in the case of lay-off. ~~and the tenth (10<sup>th</sup>) year of continuous employment in the case of resignation.~~

**\*ARTICLE 38**

**MATERNITY LEAVE WITHOUT PAY**

**38.02 Maternity allowance**

- a. An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), provided that she:
  - i. has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
  - ii. provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,and
  - iii. has signed an agreement with the Employer stating that:
    - A. she will return to work **within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act** on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
    - B. following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;
    - C. should she fail to return to work ~~for the Employer, Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency in accordance with as~~ **described in** section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, she will be indebted to the Employer for an amount determined as follows:

$$\begin{array}{r} \text{(allowance received)} \quad \times \quad \text{(remaining period to be worked} \\ \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \text{following her return to work)} \\ \hline \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \text{[total period to be worked as} \\ \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \text{specified in (B)]} \end{array}$$

however, an employee whose specified period of employment expired and who is rehired ~~in any portion of the core public administration as specified in the Public Service Labour Relations Act or Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency~~ **within the federal public administration as described in section (A)** within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- b. For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- c. Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
  - i. where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period, and
  - ii. for each week the employee receives a maternity benefit under the Employment Insurance or the Québec Parental Insurance plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period, and
  - iii. where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.
- d. At the employee's request, the payment referred to in subparagraph 38.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan maternity benefits.
- e. The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the Employment Insurance Act or the Parental Insurance Act in Québec.
- f. The weekly rate of pay referred to in paragraph (c) shall be:
  - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;
  - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- g. The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an

acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.

- i. Where an employee becomes eligible for a pay increment or pay revision that would increase the maternity allowance while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- j. Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.



## ARTICLE 39

### MATERNITY-RELATED REASSIGNMENT OR LEAVE

- 39.01** An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the ~~fifty-second (52)~~ **seventy-eight (78)** week following the birth, request that the Employer 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 the health of the fetus or child. On being informed of the cessation, the Employer, with the written consent of the employee, shall notify the appropriate workplace committee or the health and safety representative.
- 39.05 Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than ~~fifty-second (52)~~ **seventy-eight (78)** weeks after the birth.

**\*ARTICLE 40**

**PARENTAL LEAVE WITHOUT PAY**

**40.01 Parental leave without pay**

- a. Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for **either**:
  - i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period **(standard option)**
  - or**
  - ii. **a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),**beginning on the day on which the child is born or the day on which the child comes into the employee's care.
  
- b. Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for **either**:
  - i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period **(standard option)**
  - or**
  - ii. **a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),**beginning on the day on which the child comes into the employee's care.
  
- c. Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two **(2)** periods.
  
- d. Notwithstanding paragraphs (a) and (b):
  - i. where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
  - or**
  - ii. where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period while his or her child is hospitalized, the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization while the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.
  
- e. An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks before the commencement date of such leave;

- f. The Employer may:
  - i. defer the commencement of parental leave without pay at the request of the employee;
  - ii. grant the employee parental leave without pay with less than four (4) weeks' notice;
  - iii. require an employee to submit a birth certificate or proof of adoption of the child.
- g. Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes

#### 40.02 Parental allowance

**Under the Employment Insurance (EI) benefits plan, parental allowance is payable under two (2) options, either:**

- **Option 1: standard parental benefits, paragraphs 40.02(c) to (k),**  
or
- **Option 2: extended parental benefits, paragraphs 40.02(l) to (t).**

**Once an employee elects the standard or extended parental benefits and the weekly benefit top up allowance is set, the decision is irrevocable and shall not be changed should the employee return to work at an earlier date than that originally scheduled.**

**Under the Québec Parental Insurance Plan (QPIP), parental allowance is payable only under Option 1: standard parental benefits.**

#### Parental Allowance Administration

- a. An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i) **or (l) to (r)**, providing he or she:
  - i. has completed six (6) months of continuous employment before the commencement of parental leave without pay,
  - ii. provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance **Plan** or the Québec Parental Insurance Plan in respect of insurable employment with the Employer, and
  - iii. has signed an agreement with the Employer stating that:
    - A. the employee will return to work **within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act**, on the expiry date of his or her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
    - B. Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the **standard** parental allowance, in addition to the period of time referred to in section 38.02(a)(iii)(B), if applicable. **Where the employee has elected the extended parental allowance, following his or her return to work, as described**

**in section (A), the employee will work for a period equal to sixty percent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in section 38.02(a)(iii)(B), if applicable;**

- C. should he or she fail to return to work for the Employer, Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency in accordance **as described in** with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, he or she will be indebted to the Employer for an amount determined as follows:

~~$$\frac{\text{(allowance received)} \quad X \quad \text{(remaining period to be worked following his or her return to work)}}{\text{[total period to be worked as specified in (B)]}}$$~~

$$\frac{\text{(allowance received)} \quad X \quad \text{(remaining period to be worked, as specified in division (B), following his or her return to work)}}{\text{-----}} \\ \text{[total period to be worked as specified in division (B)]}$$

however, an employee whose specified period of employment expired and who is rehired **within the federal public administration as described in section (A)**, in any portion of the core public administration as specified in the Public Service Labour Relations Act or Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

- b. For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

**Option 1 – Standard Parental Allowance**

- c. Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- i. where an employee **on parental leave without pay as described in subparagraphs 40.01(a)(i) and (b)(i) has elected to receive Standard Employment Insurance parental benefits** and is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay **(and the recruitment and retention “terminable allowance” if applicable)** for each week of the waiting period, less any other monies earned during this period;

- ii. for each week the employee receives parental, adoption or paternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate **(and the recruitment and retention “terminable allowance” if applicable)** and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;
  - iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit **or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks paternity** under the Québec Parental Insurance Plan **for the same child and either employee** thereafter remains on parental leave without pay, ~~that~~ **that employee** is eligible to receive a further parental allowance for a period of **up to two (2) weeks**, ninety-three per cent (93%) of their weekly rate of pay for each week **(and the recruitment and retention “terminable allowance” if applicable)**, less any other monies earned during this period;
  - iv. **where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period;**
  - v. where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance **Plan** and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, **at** ninety-three per cent (93%) of his or her weekly rate of pay **(and the recruitment and retention “terminable allowance” if applicable)** for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in **subparagraph 38.02(c)(iii)** for the same child-;
  - vi. **where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraphs 38.02(c)(iii) and 40.02(c)(v) for the same child;**
- d. At the employee’s request, the payment referred to in subparagraph 40.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance **Plan** ~~or Québec Parental Insurance Plan~~ parental benefits.
  - e. The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act or the **Act Respecting Parental Insurance Act** in Quebec.
  - f. The weekly rate of pay referred to in paragraph (c) shall be:
    - i. for a full-time employee, the employee’s weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;

- ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- g. The weekly rate of pay referred to in paragraph (f) shall be the rate **(and the recruitment and retention "terminable allowance" if applicable)** to which the employee is entitled for the substantive level to which he or she is appointed.
- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate **(and the recruitment and retention "terminable allowance" if applicable)** the employee was being paid on that day.
- i. Where an employee becomes eligible for a pay increment or pay revision that would increase the parental allowance while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- j. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- k. The maximum combined, shared, maternity and **standard** parental allowances payable ~~under this collective agreement~~ shall not exceed ~~fifty-two~~**seventy-seven** (527) weeks for each combined maternity and parental leave without pay.

**Option 2 - Extended Parental Allowance:**

- I. **Parental Allowance payments made in accordance with the SUB Plan will consist of the following:**
  - i. **where an employee on parental leave without pay as described in subparagraphs 40.01(a)(ii) and (b)(ii), has elected to receive extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for the waiting period, less any other monies earned during this period;**
  - ii. **for each week the employee receives parental benefits under the Employment Insurance, he or she is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of his or her weekly rate (and the recruitment and retention "terminable allowance" if applicable) and the parental benefits, less any other monies earned during this period which may result in a decrease in his or her parental benefits to which he or she would have been eligible if no extra monies had been earned during this period;**
  - iii. **where an employee has received the full sixty-one (61) weeks of parental benefits under the Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for each week,**

less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 38.02(c)(iii) for the same child.

- iv. where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 38.02(c)(iii) for the same child;
- m. At the employee’s request, the payment referred to in subparagraph 40.02 l)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.
- n. The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act.
- o. The weekly rate of pay referred to in paragraph (l) shall be:
  - i. for a full-time employee, the employee’s weekly rate of pay on the day immediately preceding the commencement of parental leave without pay;
  - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee’s straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- p. The weekly rate of pay referred to in paragraph (l) shall be the rate (and the recruitment and retention “terminable allowance” if applicable) to which the employee is entitled for the substantive level to which he or she is appointed.
- q. Notwithstanding paragraph (p), and subject to subparagraph (o)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate (and the recruitment and retention “terminable allowance” if applicable), the employee was being paid on that day.
- r. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
- s. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee’s deferred remuneration or severance pay.
- t. The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.

## ARTICLE 41

### LEAVE WITHOUT PAY FOR THE CARE OF FAMILY

**41.02** An employee shall be granted leave without pay for the care of family in accordance with the following conditions:

**(new)**

- e. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.**



**\*ARTICLE 42**

**COMPASSIONATE CARE CAREGIVING LEAVE**

- 42.01** ~~Notwithstanding the definition of “family” found in clause 2.01 and notwithstanding paragraphs 41.02(b) and (d) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) benefits for Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults may shall be granted leave for periods of less than three (3) weeks without pay while in receipt of or awaiting these benefits.~~
- 42.02** ~~The leave without pay described in 42.01 shall not exceed twenty-six (26) weeks for Compassionate Care Benefits, thirty-five (35) weeks for Family Caregiver Benefits for Children and fifteen (15) weeks for Family Caregiver Benefits for Adults, in addition to any applicable waiting period.~~
- 42.02** ~~Leave granted under this clause may exceed the five (5) year maximum provided in paragraph 41.02(c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.~~
- 42.03** When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits, **Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults** has been accepted.
- 42.04** When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits, **Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults** has been denied, clauses 42.01 and ~~42.02~~ above ceases to apply.
- 42.05** Leave granted under this clause shall count for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

## ARTICLE 44

### LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

**44.01** For the purpose of this article, family is defined as:

- a. spouse (or common law partner resident with the employee);
- b. children (including foster children, step-children or children of the spouse or common-law partner, ward of the employee), grandchild;
- c. parents (including step-parents or foster parents);
- d. father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents of the employee;
- e. any relative permanently residing in the employee's household or with whom the employee permanently resides;
- or
- f. any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee;
- or
- g. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.**

**ARTICLE 47**  
**BEREAVEMENT LEAVE WITH PAY**

*(new)*

**47.01 For the purpose of this article, “family” is defined per Article 2 and in addition:**

- a. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. An employee shall be entitled to bereavement leave under 47.01 (a) only once during the employee’s total period of employment in the public service.**

*Renumber accordingly*

**\*ARTICLE 54**

**DOMESTIC VIOLENCE LEAVE**

**54.01 Domestic Violence Leave**

For the purpose of this article domestic violence is considered to be any form of abuse or neglect that an employee or an employee's child experiences from a family member, or from someone with whom the employee has or had an intimate relationship.

- a. The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.
- b. Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence shall be granted domestic violence leave in order to enable the employee, in respect of such violence:
  - i. to seek care and/or support for themselves or their child in respect of a physical or psychological injury or disability;
  - ii. to obtain services from an organization which provides services for individuals who are subject to domestic violence;
  - iii. to obtain professional counselling;
  - iv. to relocate temporarily or permanently; or
  - v. to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.
- c. The total domestic violence leave with pay which may be granted under this article shall not exceed seventy-five (75) hours in a fiscal year.
- d. Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this article shall, when delivered to the Employer, be considered as meeting the requirements of this article.
- e. Notwithstanding clauses 54.01(b) and 54.01(c), an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

*(New article – Renumber subsequent collective agreement articles consequentially)*

## ARTICLE 58

### CALL CENTRE EMPLOYEES

- 58.01** Employees working in Call Centres shall be provided five (5) consecutive minutes not on a call for each hour not interrupted by a regular break or meal period.
- 58.02**
- a) All Call Centre employees shall be provided the opportunity to participate in at least one (1) day of facilitated training on crisis intervention. In addition, new employees will also receive facilitated training on coping skills upon initial hire.**
  - b) All Call Centre employees shall be provided the opportunity to participate in a minimum of two (2) days of training annually on matters related to working in a Call Centre, such as training to reinforce coping skills.**
- 58.03** Call monitoring is intended to improve performance by providing guidance and feedback to the employee and shall not be used for disciplinary purposes.
- 58.04** Coaching and development feedback resulting from call monitoring shall be provided in a timely and meaningful fashion.

## APPENDIX A-2

### All Groups Canada Border Services Agency (CBSA) employees

- a. ~~This pay note applies to employees that were appointed or transferred upon creation of the CBSA.~~
- b. ~~Should the employee's salary exceed the maximum of the range for his or her group and level, the employee's salary shall remain unchanged until such time as the maximum rate of pay for the employee's group and level is equal to, or greater than, the employee's salary.~~
- c. ~~Effective June 21, 2011, should the employee's salary be within the new salary band in the "A" line, the employee's new rate of pay shall be the step in the "A" line which is closest to, but not less than, the rate of pay received on that day. Furthermore the employee shall be entitled to a lump sum payment in an annualized amount equivalent to the difference between the value of the economic increase (that is, one decimal seven five per cent (1.75%)) and the actual salary increase, to be paid biweekly.~~
- d. ~~Effective June 21, 2011, employees who continue to be subject to paragraph (b) shall receive a lump sum payment in an annualized amount equivalent to one decimal seven five per cent (1.75%) of the employee's rate of pay, to be paid biweekly, in lieu of the economic increase.~~
- e. ~~Effective June 21, 2012, should the employee's salary be within the new salary band in the "B" line, the employee's new rate of pay shall be the step in the "B" line which is closest to, but not less than, the rate of pay received on that day. Furthermore the employee shall be entitled to a lump sum in an annualized amount equivalent to the difference between the value of the economic increase (that is, one decimal five per cent (1.5%)) and the actual salary increase, to be paid biweekly.~~
- f. ~~Effective June 21, 2012, employees subject to paragraph (b) shall receive a lump sum payment in an annualized amount equivalent to one decimal five per cent (1.5%) of the employee's rate of pay, to be paid biweekly, in lieu of the economic increase.~~
- g. ~~Effective June 21, 2013, should the employee's salary be within the new salary band in the "C" line, the employee's new rate of pay shall be the step in the "C" line which is closest to, but not less than, the rate of pay received on that day. Furthermore the employee shall be entitled to a lump sum in an annualized amount equivalent to the difference between the value of the economic increase (that is, two per cent (2.0%)) and the actual salary increase, to be paid biweekly.~~
- h. ~~Effective June 21, 2013, employees subject to paragraph (b) shall receive a lump sum payment in an annualized amount equivalent to two per cent (2.0%) of the employee's rate of pay, to be paid biweekly, in lieu of the economic increase.~~
- i. All other provisions of the new collective agreement shall apply.

## APPENDIX C

### MEMORANDUM OF UNDERSTANDING WITH RESPECT TO A JOINT LEARNING PROGRAM

This memorandum is to give effect to the agreement reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Program and Administration Services, Operational Services, Technical Services, Border Services and Education and Library Science bargaining units.

The PSAC – TBS Joint Learning Program (JLP) will continue to provide joint training on union management issues.

**Starting on the date of signature of the PA collective agreement, the Employer agrees to increase monthly funding to the PSAC – TBS JLP by a percentage equivalent to the annual base economic increase.**

~~The Employer agrees to provide \$330,000 per month to the PSAC – TBS JLP starting on the date of signature of the PA collective agreement until the subsequent PA collective agreement is signed to ensure continuity of this initiative.~~

~~The Employer further agrees to provide funds for the purposes of a joint study in the amount of fifty thousand dollars (\$50,000) to identify the need for training of health and safety committees and appropriate mechanism for any required training, in line with the National Joint Council (NJC) Directive.~~ **six hundred and fifty thousand dollars (\$650,000) to fund a pilot project to develop programs, materials, facilitator training and delivery of workshops tailored to the learning needs of occupational health and safety committees and representatives.**

~~The PSAC – TBS JLP will continue to be governed by the existing joint PSAC – TBS Steering Committee to which two seats will be added for the other bargaining agents and the equivalent additional number of seats for employer representatives. The Bargaining Agent Side Secretary on the National Joint Council will be invited to attend the meetings of the PSAC – JLP Steering Committee with voice but no vote.~~

## \*APPENDIX D

### WORKFORCE ADJUSTMENT

*\*\*Specific sections to be amended are noted as follows\*\**

#### **Definitions:**

##### **Alternation** (échange de postes)

Occurs when an opting employee (~~not a surplus employee~~) **or a surplus employee who is surplus as a result of having chosen option 6.4.1(a)** who wishes to remain in the core public administration exchanges positions with a non-affected employee (the alternate) willing to leave the core public administration with a transition support measure or with an education allowance.

##### **Education allowance** (indemnité d'études)

Is one of the options provided to an indeterminate employee affected by normal workforce adjustment for whom the deputy head cannot guarantee a reasonable job offer. The education allowance is a cash payment equivalent to the transition support measure (see Annex B), plus a reimbursement of tuition from a recognized learning institution and book and mandatory equipment costs, up to a maximum of ~~fifteen thousand dollars (\$15,000)~~ **seventeen thousand dollars (\$17,000)**.

#### **6.4 Options**

##### 6.4.1 c)

Education allowance is a transition support measure (see Option (b) above) plus an amount of not more than ~~fifteen thousand dollars (\$15,000)~~ **seventeen thousand dollars (\$17,000)** for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and relevant equipment. Employees choosing Option (c) could either:

*(renumber accordingly)*



## APPENDIX E

### MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO A JOINT STUDY ON THE WORK ENVIRONMENT FOR EMPLOYEES WORKING IN CALL CENTRES

~~This memorandum is to give effect to the understanding reached by the Employer and the Public Service Alliance of Canada in respect of employees in the Program and Administrative Services (PA) bargaining unit.~~

~~The parties agree to establish a joint committee of equal representation, which shall meet within ninety (90) days of the signing of this collective agreement to consult and reach agreement on the terms of reference to guide the study.~~

~~The study will draw from existing research in order to:~~

- ~~• identify and document promising and best practices for the design of work, supervision, accommodation and technology in recognized high performing call centre environments, including but not limited to training in order to provide and reinforce coping skills, rest periods from phone work, and call monitoring;~~
- ~~• identify the human and occupational risk factors which may be associated with call centre work (for example, shift work, angry clients, impact of working with distraught clients, ergonomics, health and safety, etc) and document recommended practices (with examples as available) in the mitigation of such risk factors;~~
- ~~—and~~
- ~~• recommend how to implement best practices identified by the study (private and public sectors).~~

~~The study shall be completed no later than June 20, 2018.~~

~~While the results of the study will be non-binding, the Employer commits to share the findings across all departments with call centre operations, and to encourage the integration of promising and best practices as appropriate to the specific call centre context within the departments.~~

~~The joint committee shall meet within thirty (30) days of receiving the results of the study to review the results and to consult on opportunities to implement best practices.~~

**Further to the tabling of the Joint Study on the Work Environment for Employees in Call Centres to the joint committee on the Work Environment for Employees Working in Call Centres, the parties, with the addition of separate agencies with call centre operations, agree to continue to work on the recommendations flowing from the joint study.**

**While the results of the joint study are non-binding as per the initial MOU with Respect to a Joint Study on the Work Environment for Employees Working in Call Centres, the Employer reaffirms its commitment to:**

- share the findings of the joint study across departments/separate agencies with call centre operations;**

- **consult with the joint committee and at the departmental level on these opportunities to implement best practices of the joint study; and**
- **share guiding principles with the joint committee and departments/separate agencies in respect to call handling and coping skills for employees facing difficult calls such as, crisis calls and abusive calls.**

**The joint committee shall meet within ~~ninety (90)~~ thirty (30) days of the signing of this collective agreement to further the work on the recommendations flowing from the joint study.**

## \*APPENDIX F

### MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO THE IMPLEMENTATION OF THE COLLECTIVE AGREEMENT

~~This memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in respect of the implementation period of the collective agreement.~~

~~The provisions of this collective agreement shall be implemented by the parties within a period of one hundred and fifty (150) days from the date of signing.~~

**Notwithstanding the provisions of clause 65.03 on the calculation of retroactive payments and clause 67.02 on the collective agreement implementation period, this memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada regarding a modified approach to the calculation and administration of retroactive payments for the current round of negotiations.**

#### 1. Calculation of retroactive payments

- a. Retroactive calculations that determine amounts payable to employees for a retroactive period shall be made based on all transactions that have been entered into the pay system up to the date on which the historical salary records for the retroactive period are retrieved for the calculation of the retroactive payment.
- b. Retroactive amounts will be calculated by applying the relevant percentage increases indicated in the collective agreement rather than based on pay tables in agreement annexes. The value of the retroactive payment will differ from that calculated using the traditional approach, as no rounding will be applied. The payment of retroactive amount will not affect pension entitlements or contributions relative to previous methods, except in respect of the rounding differences.
- c. Elements of salary traditionally included in the calculation of retroactivity will continue to be included in the retroactive payment calculation and administration, and will maintain their pensionable status as applicable. The elements of salary included in the historical salary records and therefore included in the calculation of retroactivity include:
  - Substantive salary
  - Promotions
  - Deployments
  - Acting pay
  - Extra duty pay/Overtime
  - Additional hours worked
  - Maternity leave allowance
  - Parental leave allowance
  - Vacation leave and extra duty pay cash-out
  - Severance pay
  - Salary for the month of death
  - Transition Support Measure
  - Eligible allowances and supplemental salary depending on collective agreement

- d. The payment of retroactive amounts related to transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved, such as acting pay, promotions, overtime and/or deployments, will not be considered in determining whether an agreement has been implemented.
- e. Any outstanding pay transactions will be processed once they are entered into the pay system and any retroactive payment from the collective agreement will be issued to impacted employees.

## **2. Implementation**

- a. The effective dates for economic increases will be specified in the agreement. Other provisions of the collective agreement will be effective as follows:
  - i. All components of the agreement unrelated to pay administration will come into force on signature of agreement.
  - ii. Changes to existing and new compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one-hundred and eighty (180) days after signature of agreement, on the date at which prospective elements of compensation increases will be implemented under 2(b)(i).
  - iii. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid until changes come in to force as stipulated in 2(a)(ii).
- b. Collective agreement will be implemented over the following timeframes:
  - i. The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one-hundred and eighty (180) days after signature of agreement where there is no need for manual intervention.
  - ii. Retroactive amounts payable to employees will be implemented within one-hundred and eighty (180) days after signature of the agreement where there is no need for manual intervention.
  - iii. Prospective compensation increases and retroactive amounts that require manual processing by compensation advisors will be implemented within five-hundred and sixty (560) days after signature of agreement. Manual intervention is generally required for employees on an extended period of leave without pay (e.g., maternity/parental leave), salary protected employees and those with transactions such as leave with income averaging, pre-retirement transition leave and employees paid below minimum, above maximum or in between steps. Manual intervention may also be required for specific accounts with complex salary history.

### 3. Employee Recourse

- a. An employee who is in the bargaining unit for all or part of the period between the first day of the collective agreement (i.e., the day after the expiry of the previous collective agreement) and the signature date of the collective agreement will be entitled to a non-pensionable amount of four hundred dollars (\$400) payable within one-hundred and eighty (180) days of signature, in recognition of extended implementation timeframes and the significant number of transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved.
- b. Employees in the bargaining unit for whom the collective agreement is not implemented within one-hundred and eighty one (181) days after signature will be entitled to a fifty dollar (\$50) non-pensionable amount; these employees will be entitled to an additional fifty dollar (\$50) non-pensionable amount for every subsequent complete period of ninety (90) days their collective agreement is not implemented, ~~to a total maximum of nine (9) payments.~~ These amounts will be included in their final retroactive payment. ~~For greater certainty, the total maximum amount payable under this paragraph is four hundred and fifty dollars (\$450).~~
- c. If an employee is eligible for compensation in respect of section 3 under more than one collective agreement, the following applies: the employee shall receive only one non-pensionable amount of four hundred dollars (\$400); for any period under 3(b), the employee may receive one fifty \$50 payment ~~to a maximum amount payable under this paragraph is four hundred and fifty dollars (\$450).~~
- ~~d. Should the Employer negotiate higher amounts for 3(a) or 3(b) with any other bargaining agent representing Core Public Administration employees, it will compensate PSAC members for the difference in an administratively feasible manner.~~
- d. Late implementation of the 2018 collective agreements will not create any entitlements pursuant to the Agreement between the Alliance or another bargaining agent and the Treasury Board of Canada with regard to damages caused by the Phoenix Pay System.
- e. Employees for whom collective agreement implementation requires manual intervention will be notified of the delay within one-hundred and eighty (180) days after signature of the agreement.
- f. Employees will be provided a detailed breakdown of the retroactive payments received and may request that the departmental compensation unit or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the Alliance regarding the format of the detailed breakdown.
- g. In such a circumstance, for employees in organizations serviced by the Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay. For employees in organizations not serviced by the Pay Centre, employees shall contact the compensation services of their department.

## APPENDIX G

### MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO OCCUPATIONAL GROUP STRUCTURE REVIEW AND CLASSIFICATION REFORM

This memorandum is to give effect to the agreement reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Program and Administrative Services bargaining unit.

Notwithstanding that classification is an exclusive employer authority as recognized in the *Financial Administration Act* **and that the review and redesign of the PA occupational group structure has been completed and approved**, the Employer is committed to ~~engaging in~~ **continuing with** meaningful **consultation** with the Alliance ~~with respect to~~ **on** the ~~review and redesign~~ **implementation (i.e. conversion)** of the ~~restructured PA occupational group structure (OGS)~~, followed by meaningful consultation regarding Classification Reform, relating to the development of job evaluation standards for the PA Occupational Group, **with an objective of negotiating new pay lines for the new job evaluation standards in the subsequent collective agreement.**

~~by the President of the Treasury Board in consultation with Deputy Heads in Core Public Administration organizations and bargaining agents.~~

~~Meaningful consultation on Classification Reform will include consultation with the Alliance on the development of job evaluation standards which reflect and evaluate, in a gender neutral manner, the work performed by employees in the PA Occupational Group. It will also include ongoing dialogue with respect to providing employees with complete and current job descriptions detailing the specific responsibilities of the position.~~

~~The parties agree that meaningful consultation on the job evaluation standards shall take place within thirty (30) days of the signing of this collective agreement. New job evaluation standards shall be completed no later than December 30, 2017, for TB Ministers' consideration toward the objective of negotiating new pay lines for these job evaluation standards in the subsequent collective agreement.~~

**APPENDIX J**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD (HEREINAFTER CALLED THE EMPLOYER) AND THE PUBLIC SERVICE ALLIANCE OF CANADA (HEREINAFTER CALLED THE ALLIANCE) IN RESPECT OF THE PROGRAM AND ADMINISTRATIVE SERVICES GROUP: COMPENSATION ADVISORS RETENTION ALLOWANCE**

1. In an effort to increase retention of all compensation advisors **and employees working in compensation operations at Public Service and Procurement Canada or departments not serviced by the Pay Centre who perform work directly related to compensation operations, including processing transactions**, at the **CR-05, AS-01, AS-02, ~~or~~ AS-03 or AS-04** group and levels ~~working at the Public Service Pay Centre (including satellite offices) and within departments~~, the Employer will provide a “retention allowance” for the performance of compensation duties in the following amount and subject to the following conditions:
- a. **Effective according to the dates determined by subparagraph 2) a) ii) of Appendix F, ~~commencing on the date of signing of this collective agreement and ending with the signing of a new agreement~~**, employees falling into the categories listed above shall be eligible to receive an allowance to be paid biweekly;
  - b. The employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix A of the collective agreement. This daily amount is equivalent to the annual amount set out below divided by two hundred and sixty decimal eighty-eight (260.88);

<b>Retention allowance</b>	
<b>Annual</b>	<b>Daily</b>
<b><del>\$2,500</del> \$3,500</b>	<b><del>\$9.58</del> \$13.42</b>

- c. The retention allowance specified above does not form part of an employee’s salary;
- d. The retention allowance will be added to the calculation of the weekly rate of pay for the maternity and parental allowances payable under Article 38 and 40 of this collective agreement;
- e. Subject to (f) below, the amount of the retention allowance payable is that amount specified in paragraph 1(b) for the level prescribed in the certificate of appointment of the employee’s **CR-05, AS-01, AS-02, ~~or~~ AS-03 or AS-04** position;
- f. When a compensation advisor **or employee** as defined in clause 1 above is required by the Employer to perform duties of a classification level that does not have the retention allowance, the retention allowance shall not be payable for the period during which the employee performs the duties.

2. A part-time employee receiving the allowance shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at their hourly rate of pay.
3. An employee shall not be entitled to the allowance for periods he/she is on leave without pay or under suspension.
4. This memorandum of understanding expires with the signing of a new collective agreement.

Signed at Ottawa, this 9<sup>th</sup> day of July 2020.



## \*APPENDIX M

### MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO MENTAL HEALTH IN THE WORKPLACE

~~This memorandum of understanding is to give effect to the understanding reached between the Employer and Public Service Alliance of Canada regarding issues of mental health in the workplace.~~

~~The task force, comprised of a technical committee and a steering committee, is established with a long-term focus and commitment from senior leadership of the parties. It will focus on continuous improvement and the successful implementation of measures to improve mental health in the workplace.~~

~~Accordingly, the parties agree to establish a steering committee and a technical committee by April 30, 2015. The steering committee is to establish the terms of reference of the technical committee by May 30, 2015. These dates may be extended by mutual agreement of the steering committee members. The technical committee terms of reference may be amended from time to time by mutual consent of the steering committee members.~~

~~The technical committee will provide a report of recommendations to the steering committee by September 1, 2015. The steering committee members may, by mutual agreement, extend this period.~~

~~The ongoing responsibilities of the technical committee include:~~

- ~~• Identifying ways of reducing and eliminating the stigma in the workplace that is too frequently associated with mental health issues;~~
- ~~• Identifying ways to better communicate the issues of mental health challenges in the workplace and tools such as existing policies, legislation and directives available to support employees facing these challenges;~~
- ~~• Reviewing practices from other jurisdictions and employers that might be instructive for the public service;~~
- ~~• Reviewing the National Standard of Canada for Psychological Health and Safety in the Workplace (the Standard) and identify how implementation shall best be achieved within the public service; recognizing that not all workplaces are the same;~~
- ~~• Ensuring the participation of health and safety committees as required by the steering committee;~~
- ~~• Outlining any possible challenges and barriers that may impact the successful implementation of mental health best practices;~~
- ~~• and~~
- ~~• Outlining areas where the objectives reflected in the standard, or in the work of other organizations, represent a gap with existing approaches within the federal Public Service. Once identified, make ongoing recommendations to the steering committee on how those gaps could be addressed. The National Standard for Psychological Health and Safety in the Workplace should be considered a minimum standard that the Employer's occupational health and safety program may exceed.~~

~~The steering and technical committees will be comprised of an equal number of Union and Employer representatives. The steering committee is responsible for determining the number and the identity of their respective technical committee representatives.~~

**This Memorandum of Understanding is to recognize the ongoing joint commitment of the Treasury Board of Canada (the Employer) to address issues of mental health in the workplace in collaboration with the Public Service Alliance of Canada (the Alliance)**

**In 2015, the Employer and the Alliance entered into a Memorandum of Understanding with respect to mental health in the workplace as part of the collective agreement which established the Joint Task Force on Mental Health (the Joint Task Force).**

**The Employer, based on the work of the Joint Task Force and in collaboration with the Alliance, created the Centre of Expertise on Mental Health in 2017 focused on guiding and supporting federal organizations to successfully implement measures to improve mental health in the workplace by implementing the National Standard of Canada for Psychological Health and Safety in the Workplace (the Standard). To this end, the Centre of Expertise on Mental Health was given and shall continue to have:**

- **central, regional and virtual presence;**
- **an evolving mandate based on the needs of stakeholders within the federal public service; and**
- **a dedicated and long-term funding from Treasury Board.**

**As the terms of the previous Memorandum of Understanding have been met, the parties agree to establish a renewed governance structure to support the Centre for Expertise on Mental Health that will include an Executive Board and an Advisory Board.**

**The Executive Board will consist of the Chief Human Resource Officer of Canada and the President of the Alliance. The Advisory Board will be comprised of an equal number of Union and Employer representatives. The Executive Board is responsible for determining the number and the identity of their respective Advisory Board representative.**

**The Executive Board shall approve the terms of reference of the Advisory Board. The Advisory Board's terms of reference may be amended from time to time by mutual consent of the Executive Board members.**

**This Memorandum of Understanding expires on June 20, 2021.**

**\*APPENDIX N**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO CHILD CARE**

~~This memorandum of understanding is to give effect to the understanding reached between the Employer and Public Service Alliance of Canada regarding childcare.~~

~~The Employer agrees to the formation of a Joint National Child Care Committee (the Committee). The Committee shall be comprised of four (4) PSAC and four (4) Employer representatives, with additional resources to be determined by the Committee. Costs associated with the work of the Committee shall be borne by the respective parties.~~

~~The responsibilities of the technical committee include:~~

- ~~a) conducting analyses and research to assess child care and other related support needs and the methods used to meet these needs;~~
  - ~~b) researching the availability of quality child care spaces available to employees across the country;~~
  - ~~c) examining workplace child care facilities across the country;~~
  - ~~d) examining materials, information and resources available to employees on child care and other related supports;~~
  - ~~e) developing recommendations to assist employees access quality child care services across the country;~~
- ~~and~~
- ~~f) any other work the Committee determines appropriate.~~

~~The Committee shall meet within three (3) months of the signing of the collective agreement to establish its schedule.~~

~~The Committee will provide a report of recommendations to the President of the Public Service Alliance of Canada and the Secretary of the Treasury Board of Canada by December 1, 2017. This period may, by mutual agreement, be extended.~~

**This Memorandum of Understanding is to give effect to the agreement reached between the Treasury Board of Canada (the Employer) and the Public Service Alliance of Canada (the Alliance) regarding the issue of childcare facilities and employee access to information on child care.**

**Following completion of the Joint National Child Care Committee (JNCCC)'s work and building on its report, the parties agree to establish a time-limited, joint working group co-chaired by a representative of the PSAC and an Employer representative (Working Group) to explore the concrete issues of child care facilities in the public service and facilitating employee access to information on child care, providing advice and analysis with respect to them. The Working Group will be comprised of an equal number of union and Employer representatives.**

**The Working Group will meet within ninety (90) days of the signing of the collective agreement.**

**The Working Group will determine its work plan and associated timeframes.**

**This Memorandum of Understanding expires on June 20, 2021.**

~~\*APPENDIX O~~

~~MEMORANDUM OF AGREEMENT ON SUPPORTING EMPLOYEE WELLNESS~~

*Delete appendix*

(new)

## APPENDIX O

### MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT OF EMPLOYEES IN THE PROGRAMME ADMINISTRATION (PM) GROUP WORKING AS FISHERY OFFICERS

1. The Employer will provide an annual allowance to incumbents of Programme Administration (PM) Group positions at the PM-05 to PM-06 levels for the performance of their duties as Fishery Officers.
2. The parties agree that PM employees shall be eligible to receive the annual allowance in the following amounts and subject to the following conditions:
  - a. Effective according to the dates determined by subparagraph 2) a) ii) of Appendix F, employees falling into the categories listed below shall be eligible to receive an allowance to be paid biweekly;
  - b. The allowance shall be paid in accordance with the following table:

Annual allowance: Programme Administration (PM)	
Positions	Annual allowance
PM-05	\$3,000
PM-06	\$3,000

- c. The allowance specified above does not form part of an employee's salary.
3. An employee in a position outlined above shall be paid the annual allowance for each calendar month for which the employee receives at least seventy-five (75) hours' pay.
4. Part-time employees shall be entitled to the allowance on a pro-rata basis.
5. This Memorandum of Understanding expires on June 20, 2021.

## APPENDIX P

### MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO INDIGENOUS LANGUAGES

This Memorandum of Understanding is to give effect to the agreement reached between the Treasury Board of Canada (the Employer) and the Public Service Alliance of Canada (the Alliance) regarding the use of Indigenous languages in the workplace.

Given that:

- a) the Government of Canada has passed an Indigenous Languages Act (Bill C-91) and has recognized the importance of preserving and promoting the use of Indigenous languages; and
- b) The public service in certain areas of the country provides services to Canadians in Indigenous languages.

The parties agree to establish a joint committee, co-chaired by a representative from each party, to review the use of Indigenous languages in the public service, examine Indigenous language skills in the performance of employee duties and consider the advantages that Indigenous language speakers bring to the public service.

The joint committee will meet within 30 days of the ratification of the tentative agreement to commence its work and the parties shall report to their principals by June 20, 2021. This timeline may be extended on mutual agreement between the parties.

This Memorandum of Understanding expires on June 20, 2021.

**APPENDIX Q**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND  
THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO WELFARE PROGRAMMES  
(WP) GROUP WORKING AS PAROLE OFFICERS AND PAROLE OFFICER SUPERVISORS**

1. The Employer will provide an allowance to incumbents of Welfare Programmes (WP) Group positions at the WP-04 level working as a Parole Officer and WP-05 level working as a Parole Officer Supervisors or Parole Officer Managers at Correctional Services Canada (CSC).
2. The parties agree that WP employees shall be eligible to receive the annual allowance in the following amounts and subject to the following conditions:
  - a. Effective according to the dates determined by subparagraph 2) a) ii) of Appendix F, employees falling into the categories listed below shall be eligible to receive an allowance to be paid biweekly;
  - b. The allowance shall be paid in accordance with the following table:

Annual allowance: Welfare Programmes (WP)	
Positions	Annual allowance
WP-04	\$2,000
WP-05	\$2,000

- c. The allowance specified above does not form part of an employee's salary.
3. An employee in a position outlined above shall be paid the annual allowance for each calendar month for which the employee receives at least seventy-five (75) hours' pay.
4. Part-time employees shall be entitled to the allowance on a pro-rata basis.
5. This Memorandum of Understanding expires on June 20, 2021.



(new)

## APPENDIX R

### MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO A JOINT STUDY ON SUPPORT MECHANISMS FOR EMPLOYEES

This memorandum of understanding is to give effect to the agreement reached by the Employer and the Public Service Alliance of Canada with respect to employees in the Program and Administrative Services (PA) bargaining unit inherently exposed, in the course of their duties, to explicit and disturbing material, and/or potentially threatening situations.

The parties agree to establish a joint committee co-chaired by a representative from each party, which shall meet within ninety (90) days of the signing of this collective agreement to consult and reach agreement on the terms of reference to guide the study.

The study will draw from existing research and/or other sources of information as determined by the committee in order to:

- identify positions within the bargaining unit inherently exposed, in the course of their duties, to explicit and disturbing material, and/or potentially threatening situations which may require support mechanisms with regards to employees' mental health;
- identify the specific needs for support mechanisms;
- identify and document promising and best practices with regards to support mechanisms for those employees; and
- recommend how to implement promising and best practices identified by the study.

The study will review affected positions within:

- Public Prosecutions Service of Canada
- Parole Board of Canada
- Royal Canadian Mounted Police
- Veterans Affairs Canada
- Other departments or agencies in the core public administration agreed to by both parties.

The study shall be completed no later than June 20, 2022. This Agreement may be extended by mutual agreement.