



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: 2121-PA-3

February 20, 2017

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

RE: TENTATIVE AGREEMENT

On December 17, 2016, 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 certain occupations, such as compensation advisors and employees of Correctional Service of Canada (see details below).

The total compensation for all PA group members' amounts to a minimum increase of five-and-a-half percent over the four years of the collective agreement, plus a \$650 signing bonus for those members employed in the PA bargaining unit at the time of signing of the new agreement.

- Effective June 21, 2014: 1.25%
- Effective June 21, 2015: 1.25%
- Effective June 21, 2016: 0.5% wage adjustment for all groups and levels
- Effective June 21, 2016: 1.25%
- Effective June 21, 2017: 1.25%
- \$650 Signing bonus



Sick Leave

- The sick leave provisions (article 37) of our collective agreement will remain unchanged.
- The parties have negotiated a memorandum of agreement to establish a task force to develop recommendations on measures to improve employee wellness and reintegration into the workplace of employees who have been on sick leave.
- Any future enhancements to the sick leave regime would need to be negotiated and agreed to by both parties. PSAC's four principles are included in the MOA: sick leave provisions will be contained in the collective agreement, will provide for wage replacement, will protect and grandparent sick leave banks, and will not be administered by a third-party provider. Any enhanced sick leave regime shall contain, at minimum, these four principles.

Workforce Adjustment Appendix

- What we achieved represents the most significant improvements in workforce adjustment since it was first signed as an appendix into PSAC collective agreements in 1998.
- Changes will reduce involuntary layoffs by allowing volunteers to come forward to leave the public service during times of workforce adjustment.
- Employees will now have up to fifteen months to find an alternation match.
- More union involvement, ensuring employees have the right to union representation during the process.
- Limits to contracting out.
- Improvements to the monetary provisions, including the education allowance, the counselling allowance, and the transition support measure.

Detailed summary of the tentative agreement reached on December 17, 2016:

ARTICLE 2 – DEFINITION OF FAMILY

Inclusion of step-brother, step-sister, foster child, daughter-in-law and son-in-law.

ARTICLE 14 – LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

Clause 14.09: Operational requirements are no longer a consideration when employees are required to take leave for negotiations.

NEW – Clause 14.14: Effective January 1, 2018, when employees are on leave without pay for Union business for clause 14.02 (representations at the labour board for a certification or intervention); clause 14.09 (negotiations); clause 14.10 (preparation for negotiations); clause 14.12 (Board of Directors meetings, Executive Board meetings or conventions) and clause 14.13 (training courses for employee representatives), **they will not experience an interruption of pay. The employer will pay them as usual and invoice the Alliance for the salary and benefits.**

ARTICLE 17 – DISCIPLINE

Increase of notice for disciplinary measures from one day to two days.

ARTICLE 19 – NO DISCRIMINATION

Addition of gender identity and expression in list of prohibited grounds for discrimination.

ARTICLE 28 – OVERTIME

Clause 28.08: When an employee opts for overtime to be paid by compensatory leave rather than pay in a fiscal year, they have until September 30 of the following fiscal year to use the leave, or it will be cashed out. Previously it was cashed out at the end of 12 months “as determined by the employer” so this new language provides clarity and one standard for PA members across all departments.

ARTICLE 32 – TRAVELLING TIME

Expansion of travelling time eligible for overtime pay from twelve to fifteen hours.

ARTICLE 34 – VACATION LEAVE WITH PAY

Members who leave the public service and then return shall have their prior service count for the calculation of vacation accrual. This gives all members the same rights as former members of the Canadian Forces, who have had their prior service in the CF recognized for vacation accrual since April 2012. Recognition of Canadian Forces service for vacation accrual has been moved from an MOU into the collective agreement.

There are additional clarity rules regarding vacation scheduling. When employees use seniority to bid for vacation in the peak summer and winter vacation periods, they must take vacation for a minimum period of seven consecutive calendar days.

ARTICLE 37 – SICK LEAVE

The sick leave provisions of our collective agreement will remain unchanged.

ARTICLE 38 – MATERNITY LEAVE WITHOUT PAY

Update of language to take into account new legislation reducing the waiting period for employment insurance to one week from two weeks.

ARTICLE 40 – PARENTAL LEAVE WITHOUT PAY

Update of language to take into account new legislation reducing the waiting period for employment insurance to one week from two weeks.

ARTICLE 42 – VOLUNTEER LEAVE

Flexibility to break volunteer leave into two periods.

ARTICLE 43 – LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

Expansion of definition of family for whom an employee can access family-related leave to include ward of the employee, grandchild, father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents of the employee and any relative for whom the employee has a duty of care.

Clause 43.03 – there is no longer a cap of 7.5 hours for the employee to use FRRL to attend school functions, or to provide for their child in case of an unforeseen closure of the school or day care facility.

ARTICLE 46 – BEREAVEMENT LEAVE WITH PAY

Bereavement leave was formerly for seven consecutive calendar days. Now an employee can split it into two periods so that they can access some days at the time of death and other days at a later period (but within 12 months) for the purpose of attending a memorial or ceremony.

In addition, daughter-in-law and son-in-law have been added to the definition of family for which the employee can take the seven calendar days, and grandparents of spouse have been added the definition of family for which the employee can take one day of bereavement leave.

ARTICLE 52 – LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

Ability to split personal leave into two separate periods.

NEW ARTICLE 58 – CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE

The penological factor allowance (PFA) and offender supervision allowance (OSA) have been consolidated into a new correctional service specific duty allowance. The new allowance has been expanded to members in community parole offices and community correctional centres and has been increased to \$2,000 annually for all.

Previously employees in maximum security institutions were already receiving \$2,000. However, those in medium institutions were getting \$1,000 and those in minimums were only receiving \$600. Community Parole officers were previously receiving \$1,800. Members who work within community corrections centres supporting the conditional release of offenders were previously not receiving an allowance at all.

ARTICLE 66 – DURATION

The new agreement, if ratified by the membership, will expire on June 20, 2018.

NEW ARTICLE – CALL CENTRE EMPLOYEES

For the first time, the collective agreement establishes minimum standards of work for our members who work in call centres. This breakthrough provides five consecutive minutes off the phone per hour for these employees, as well as at least two days of training per year. In addition, the employer has agreed that call monitoring is for guidance and feedback only and shall not be used for disciplinary purposes.

APPENDIX C – JOINT LEARNING PROGRAM

Funding for the Program will be increased to \$330,000 per month from previous monthly amount of \$292,000. A joint study on health and safety will be funded at \$50,000.

APPENDIX D – WORKFORCE ADJUSTMENT

Voluntary program and alternation

The two most significant gains made are ones that significantly decrease the likelihood of involuntary layoffs, by allowing volunteers to come forward to leave the public service during times of workforce adjustment.

The voluntary program language (a new clause) has the following features:

- Departments and organizations are **obligated** to use a voluntary program in all cases where there are five or more affected employees at the same group and level in the same work unit.
- The voluntary program must be the subject of **meaningful consultation** between the department and the union.
- The program can only take place **after affected letters** have been delivered to employees.
- The program needs to take place **before the department engages in a SERLO** process. In many cases we are hoping that the program will avoid all use of the SERLO process.
- Volunteers need to be given a minimum **of thirty** days to decide if they wish to participate. This time is needed so they can carefully consider their options.
- Volunteers will have access to **options B, Ci or Cii** under section 6.3 of the appendix.
- Finally, if the number of volunteers is larger than the required number of positions to be eliminated, **seniority** will be used to determine who is entitled to leave.

Alternation

In the past, only opting employees were allowed to alternate. Because WFA processes don't all happen at the same time, the 120-day limit made it hard for members to find an alternate.

Under the new agreement:

- Both **opting AND surplus (option A) employees** will be eligible to alternate. This means that employees now have up fifteen months to find an alternate.
- The employer will have an increased obligation to ensure that affected employees understand how alternation takes place.
- For alternations taking place during the surplus period, the transition support measure available to the alternate will be reduced by one week for each week of surplus period already used.

The union's role in WFA situations

- In clause 1.1.3, we have achieved agreement that departmental WFA committees are to be **joint union-management committees**.
- In clause 1.1.34, we reinforced the employer's obligation to ensure that employees have the **right to be represented by the union** in the application of the WFAA.

- We achieved several improvements to the **notice provisions** of the WFAA. The current WFAA focused on notice when employees are made affected. The new notice provisions require the union to receive copies of official notices at several other critical stages of the process, including advance notice of layoff.

Improved limits on contracting out in WFAA situations

We have expanded the scope of clause 1.1.27, which currently states that departments are, where practicable, to refrain from re-engaging the use of consultants, contractors, temporary help agencies, and non-indeterminate staff, if doing so will allow the appointment of surplus or laid-off persons. The new clause will also require departments to review their use of **contracted-out services**, which is a significant expansion beyond consultants and contractors.

The new clause also limits departments from **engaging or re-engaging** contractors or consultants or contracted-out services.

Monetary improvements

- The transition support measure will now be calculated on the basis of an employee's **total years of service, both continuous and discontinuous**, across the entire public service.
- The transition support measure can now be **split into two amounts**, payable over two years, which provides for improved tax treatment.
- The education allowance increases from the current \$10,000 to **\$15,000**.
- The education allowance can now be used for any **“relevant”** equipment related to the education course (the old language restricted use to “mandatory” equipment).
- The allowance for financial or career counselling services available to opting employees has been increased from the current \$600 to **\$1,000**.

APPENDIX G

MOU on Occupational Group Structure Review and Classification Reform

Classification standards for the PA group were established more than 50 years ago. Meaningful consultation of the type of work members perform will provide complete and specific job descriptions to all members as well as serve as a basis for renegotiation of market appropriate wages. Such review shall be completed by December 30, 2017.

APPENDIX J

MOU on Retention Allowance for Compensation Advisors

The retention allowance has been increased to \$2,500 from \$2,000 and has been expanded to AS-01 and AS-03 compensation advisors.

NEW APPENDIX – CALL CENTRES

The parties have agreed to a memorandum of understanding for a joint study on working environments in call centres.

NEW APPENDIX – UNION LEAVE

The parties have agreed to a memorandum of understanding to establish a joint committee to implement a system of cost recovery for leave for union business.

NEW APPENDIX – MENTAL HEALTH

The parties agreed in 2015 to a memorandum of understanding to establish a joint task force to improve mental health in the workplace, and work on this effort began immediately. Please visit PSAC's national website for a review of the important work being done by this joint committee.

NEW APPENDIX – CHILDCARE

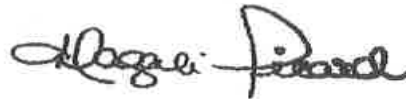
The parties have agreed to a memorandum of understanding to undertake a joint study on childcare needs of employees.

Your Bargaining Team, comprising of:

Louise Blouin
Kelly Bush
Sargy Chima
Tracey Cochrane
Toufic El-Daher
Katharine Hart
Travis Lahnalampi
Geoffrey Ryan
Gail Lem (PSAC Negotiator)
David-Alexandre Leblanc (PSAC Senior Research Officer)
Omar Burgan (PSAC Research Officer)

unanimously recommends this tentative agreement.

In Solidarity,



Magali Picard
Regional Executive Vice-President – Québec

cc. National Board of Directors
Component Presidents
Directors' Team
Linda Cassidy, A/Coordinator, Negotiations Section
Lisa Addario, A/Coordinator, Representation Section
Shelina Merani, Communications, Political Action and Campaigns Section
Essential Services & Exclusions
David-Alexandre Leblanc, Senior Research Officer, Negotiations Section
Gail Lem, Negotiator, Negotiations Section
Omar Burgan, Research Officer, Negotiations Section
Patricia Harewood, Legal Officer
Margaret Barry, Administrative Assistant to Legal Officer
Regional Coordinators
Micheline Labelle, Supervisor, Membership Administration
Dale Robinson, Strike Mobilization Project Officer
Ratification Kit Binder (Negotiations Section)

RA

ARTICLE 2 - INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

"family" (famille)

except where otherwise specified in this Agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, **step-brother, step-sister**, spouse (including common-law partner resident with the employee), child (including child of common-law partner), stepchild, **foster child** or ward of the employee, grandchild, father-in-law, mother-in-law, **daughter-in-law, son-in-law**, the employee's grandparents and relative permanently residing in the employee's household or with whom the employee permanently resides.

Employer counter-proposal

ARTICLE 11
CHECK-OFF

11.06 The amounts deducted in accordance with clause 11.01 shall be remitted to the Comptroller of the Alliance ~~by cheque~~ **by electronic payment** within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

January 15/15
 Julie Ben
 Julie Chuan
 N. Ouellet
 K. Beash
 Katharine E. Hart
 Louise Blain
 [Signature]
 [Signature]
 Natali Reimonte
 [Signature]
 [Signature]
 [Signature]

JP 14 Jan/15

ARTICLE 14
LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

14.02 Employer will grant leave without pay:

- (a) to an employee who represents the Alliance in an application for certification or in an intervention;
- and
- (b) to an employee who makes personal representations with respect to a certification.

14.09 ~~When operational requirements permit, Tthe~~ Employer will grant leave without pay to an employee to attend contract negotiation meetings on behalf of the Alliance.

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

14.12 When operational requirements permit, the Employer shall grant leave without pay to a reasonable number of employees to attend meetings of the Board of Directors of the Alliance, meetings of the National Executive of the components, Executive Board meetings of the Alliance, and conventions of the Alliance, the components, the Canadian Labour Congress and the territorial and provincial Federations of Labour.

14.13 When operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a representative on behalf of the Alliance to undertake training related to the duties of a representative.

New:

14.14 Effective January 1, 2018, leave granted to an employee under article 14.02, 14.09, 14.10, 14.12 and 14.13 will be with pay; 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 joint agreement.

**Article 17
Discipline**

17.02 When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning him or her or to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Alliance attend the meeting. Where practicable, the employee shall receive a minimum of one ~~(1)~~ **two (2)** days' notice of such a meeting.

GA

GA

December 16, 2016
Gina Dean
House DC
Hess
Duff-Eden
Darcy Cochran
L. Thompson
Lumpkin
St.
Katherine E. Hunt
Dennis Meyer

ARTICLE 19
NO DISCRIMINATION

19.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, **gender identity and expression**, family status, **marital status**, mental or physical disability, membership or activity in the Alliance, ~~marital status~~ or a conviction for which a pardon has been granted.

16 June 2015

J.Pink 16 June/15

Eric Lane

Joseph Ryan

Natalie Raizack

Orfi Es...
Stacy...

[Signature]

Kat...

N. Pauli

[Signature]

Latharine...

Laura BC

RA

**Article 28
Overtime**

28.08 Compensation in Cash or Leave With Pay

- d. ~~Compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid for in cash at the employee's hourly rate of pay, as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the twelve (12) month period.~~
- d. **Compensatory leave earned in a fiscal year and outstanding on September 30 of the following fiscal year, as determined by the Employer, shall be paid at the employee's rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on March 31 of the previous fiscal year.**

**ARTICLE 28
OVERTIME**

28.10 Transportation Expenses

- a. When an employee is required to report for work and reports under the conditions described in paragraphs 28.05(b), (c) and 28.06(c) and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows;
 - i. ~~mileage allowance~~ at the **kilometric** rate normally paid to an employee when authorized by the Employer to use his or her automobile, when the employee travels by means of his or her own automobile;
 - or
 - ii. out-of-pocket expenses for other means of commercial transportation.

September 11, 2014

Jacques
Julie Chisac
D. Paulin
Amel

K. Bus
Katharine E Hart
Louise B
L. L. L.
Natalie Pouché
Amel Pouché

Paul 11 Sept, 2014

Prof. E. J. J.
Darcy Cochrane

Article 32 Travelling Time

32.06 If an employee is required to travel as set forth in clauses 32.04 and 32.05:

- a) on a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day;
- b) on a normal working day on which the employee travels and works, the employee shall be paid:
 - i. his regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours; and
 - ii. at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed ~~twelve (12)~~ **fifteen (15)** hours' pay at the straight-time rate of pay;
- c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled, to a maximum of ~~twelve (12)~~ **fifteen (15)** hours' pay at the straight-time rate of pay

Katherine E. Hart
December 2016
Décembre 2016
Simon Royer

Paul E. O'Shea
Jerry Lechner
Mark R. Allen

December 14, 2016
Gail [Signature]
House 15
[Signature]

ARTICLE 34
VACATION LEAVE WITH PAY

34.03

- (a) (i) For the purpose of clause 34.02 only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave ~~except where a person who, on leaving the public service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the public service within one year following the date of lay-off. For greater certainty, severance payments taken under Article 63.04 to 63.07, or similar provisions in other collective agreements, do not reduce the calculation of service for persons who have not yet left the public service.~~
- (ii) **For the purpose of clause 34.03 (a) (i) only, effective April 1, 2012 on a go forward basis, any former service in the Canadian Forces for a continuous period of six months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits.**

34.05

- b) (iv) **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 scheduled days of rest total seven (7) or more consecutive calendar days off.**

Remainder of article to be renumbered accordingly

Article 38 - Maternity Leave Without Pay

38.02 Maternity Allowance

- 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 of two (2) weeks 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 the 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.

QA

December 16, 2016
Eric D...
Chouise T...

K...
Dufresne

Jany Leclerc

W...
L...

S...

A...

Katherine & Hat

D...
V...



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 ~~twenty-fourth (24th)~~ **fifty-second (52)** 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 foetus 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 ~~twenty-four (24)~~ **fifty-two (52)** weeks after the birth.

December 2016
Décembre 2016

John Meyer *John Meyer* *December 16, 2016*
Chouise St *Chouise St* *Gail Dean*
Albert *Albert* *Chouise St*
Duane Cooper *Duane Cooper* *Albert*
Wayne Cochran *Wayne Cochran* *Duane Cooper*



**Article 40
Parental Leave Without Pay**

40.02 Parental Allowance

- c. Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
 - i. where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay 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 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 under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period;
 - iv. **where an employee has received the full thirty-five (35) weeks of parental benefit under 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, ninety-three per cent (93%) of his or her weekly rate of pay 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 38.02 c) ii) for the same child.**

December 16, 2016

Guillaume L...
Chaise 129

Keith...

Domen...

Robert

Dante...

Tracey Leck...

Theresa...

Seah...

Article 41
Leave Without Pay for the Care of Family

41.01 Both parties recognize the importance of access to leave for the purpose of 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:

1. an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
2. leave granted under this Article shall be for a minimum period of three (3) weeks;
3. the total leave granted under this Article shall not exceed five (5) years during an employee's total period of employment in the public service;
4. leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.

5. ~~Compassionate Care Leave~~

- ~~i. 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) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.~~
- ~~ii. Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (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.~~
- ~~iii. When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.~~
- ~~iv. When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, paragraphs (i) and (ii) above cease to apply.~~

41.03 An employee who has proceeded on leave without pay may change his or her return-to-work date if such change does not result in additional costs to the Employer.

41.04 All leave granted under Leave Without Pay for the Long-Term Care of a Parent or Leave Without Pay for the Care and Nurturing of Pre-School Age Children provisions of previous Program and Administrative Services collective agreements or other agreements will not count towards the calculation of the maximum amount of time allowed for care of family during an employee's total period of employment in the public service.

December 2016
Décembre 2016

New
Article XX - Compassionate Care Leave

- XX.01 Notwithstanding the definition of "family" found in clause 2.01 and notwithstanding paragraphs 41.02(b) and (d), an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.
- XX.02 Leave granted under this clause may exceed the five (5) year maximum provided in paragraph 41.02 (c) 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.
- XX.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 has been accepted.
- XX.04 When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, paragraphs (i) and (ii) above cease to apply.

December 2016 / Décembre 2016
Katharine E. Hunt
December 16, 2016
Chouise 136
D. B. B. B. B.

ARTICLE 42
VOLUNTEER LEAVE

42.01

Subject to operational requirements as determined by the Employer and with advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours or two (2) periods of up to three decimal seven five (3.75) hours each, of leave with pay to work as a volunteer for a charitable or community organisation or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.

The leave shall be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.

June 21/16
FOR THE EMPLOYER



FOR THE UNION
Joseph Gaid Ben
house 134
Katharine E Hunt
Dun Kegan
K. B. B.
Dun Kegan
K. B. B.

RA

Article 43

J

Leave With Pay for Family-Related Responsibilities

43.01 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.**

43.02 The total leave with pay which may be granted under this Article shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.

43.03 Subject to clause 43.02, the Employer shall grant the employee leave with pay under the following circumstances:

- a. to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- b. to provide for the immediate and temporary care of a sick member of the employee's family and to provide the employee with time to make alternative care arrangements where the illness is of a longer duration;
- c. to provide for the immediate and temporary care of an elderly member of the employee's family;
- d. for needs directly related to the birth or the adoption of the employee's child;
- e. **to attend school functions, if the supervisor was notified of the functions as far in advance as possible;**
- f. to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
- g. **seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in clause 43.02 above may be used to attend an appointment with a legal or paralegal representative for**

RA

non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

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43.04 Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 43.03(b) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

KA

**Article 46
Bereavement Leave With Pay**

46.01 When a member of the employee's family dies, an employee shall be entitled to a bereavement leave with pay period of seven (7) consecutive calendar days. Such bereavement period leave, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period, the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

- a. At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.
- b. When requested to be taken in two (2) periods:
 - a. The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death; and
 - b. The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.
 - c. The employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.

46.02 An employee is entitled to one (1) day's bereavement leave with pay for a purpose related to the death of his or her son-in-law, daughter-in-law, brother-in-law or sister-in-law and grandparents of spouse.

46.03 If, during a period of sick paid leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 46.01 and 46.02, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

46.04 It is recognized by the parties that circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 46.01 and 46.02.

Katharine E Hunt
Alma
house
Robinson

December 17/16
Graig
Lucretia
Debra

December 2016
Décembre 2016

ARTICLE 52

LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

52.02 Personal Leave

Subject to operational requirements as determined by the Employer and with advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours or **two (2) periods of up to three decimal seven five (3.75) hours each**, of leave with pay for reasons of a personal nature.

The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leaves at such times as the employee may request.

June 21/16

FOR THE EMPLOYER

J. Park

FOR THE UNION

Joseph Gai Sen
Louise B. Dumas Ruy
Katherine E. H. K. S. J. P. J. P. J. P.
Al
Zohranji

KA

The following changes are effective on the date of signing of the collective agreement.

ARTICLE 58 — PENOLOGICAL FACTOR ALLOWANCE

General

~~58.01 A penological factor allowance (PFA) shall be payable to incumbents in some positions in the bargaining unit which are in the Correctional Service of Canada, subject to the following conditions:~~

~~58.02 The Penological Factor Allowance is used to provide additional compensation to an incumbent of a position who, by reason of duties being performed in a penitentiary, as defined in the *Corrections and Conditional Release Act* as amended from time to time, assumes additional responsibilities for the custody of inmates other than those exercised by the Correctional Group.~~

~~58.03 The payment of the allowance for the Penological Factor is determined by designated security level of the penitentiary as determined by the Correctional Service of Canada. For those institutions with more than one (1) designated security level (i.e. multi-level institutions), the PFA shall be determined by the highest security level of the institution.~~

Amount of PFA

58.04

| Penological Factor | | |
|---|---------|---------|
| Designated Security Level of the Penitentiary | | |
| Maximum | Medium | Minimum |
| \$2,000 | \$1,000 | \$600 |

Application of the PFA

~~58.05 The Penological Factor Allowance shall only be payable to the incumbent of a position on the establishment of, or loaned to, Correctional Staff Colleges, Regional Headquarters, and National Headquarters, when the conditions described in clause 58.02 above are applicable.~~

~~58.06 The applicability of the PFA to a position and the position's level of PFA entitlement shall be determined by the Employer following consultation with the Alliance.~~

RA **58.07** Except as prescribed in clause 58.10 below, an employee shall be entitled to receive the PFA for any month in which he or she receives a minimum of ten (10) days' pay in a position(s) to which the PFA applies. *g*

58.08 Except as provided in clause 58.09 below, the PFA shall be adjusted when the incumbent of a position to which the PFA applies, is appointed or assigned duties in another position to which a different level of PFA applies, regardless of whether such appointment or assignment is temporary or permanent, and for each month in which an employee performs duties in more than one position to which the PFA applies, the employee shall receive the higher allowance, provided he or she has performed duties for at least ten (10) days as the incumbent of the position to which the higher allowance applies.

58.09 When the incumbent of a position to which the PFA applies, is temporarily assigned a position to which a different level of PFA, or no PFA, applies, and when the employee's basic monthly pay entitlement in the position to which he or she is temporarily assigned, plus the PFA, if applicable, would be less than his or her basic monthly pay entitlement plus the PFA in his or her regular position, the employee shall receive the PFA applicable to his or her regular position.

58.10 An employee will be entitled to receive the PFA, in accordance with the PFA applicable to his or her regular position:

1. during any period of paid leave up to a maximum of sixty (60) consecutive calendar days;
- or
2. during the full period of paid leave where an employee is granted injury on duty leave with pay because of an injury resulting from an act of violence from one or more inmates.

58.11 The PFA shall not form part of an employee's salary except for the purposes of the following benefit plans:

- ~~Public Service Superannuation Act~~
- ~~Public Service Disability Insurance Plan~~
- ~~Canada Pension Plan~~
- ~~Quebec Pension Plan~~
- ~~Employment Insurance~~
- ~~Government Employees Compensation Act~~
- ~~Flying Accident Compensation Regulations~~

58.12 If, in any month, an employee is disabled or dies prior to establishing an entitlement to the PFA, the PFA benefits accruing to the employee or the employee's estate shall be determined in accordance with the PFA entitlement for the month preceding such disablement or death.

ARTICLE 59 – OFFENDER SUPERVISION ALLOWANCE**Excluded Provisions**

Employees who are eligible for the penological factor allowance are not covered by this Article.

59.01 ~~The offender supervision allowance is used to provide additional compensation to an incumbent of a parole officer position who is employed in the community and who, by reason of duties being performed in relation to the conditional release of offenders, as defined in the *Corrections and Conditional Release Act*, assumes responsibilities for the regular supervision of offenders.~~

59.02 ~~The value of the offender supervision allowance is one thousand eight hundred dollars (\$1800) per annum. This allowance shall be paid on the same basis as the employee's regular pay. An employee shall be entitled to receive the allowance for any month in which he or she receives a minimum of ten (10) days' pay in a position to which the allowance applies.~~

59.03 ~~The offender supervision allowance shall not form part of an employee's salary except for the purposes of the following benefit plans:~~

- ~~Public Service Superannuation Act~~
- ~~Public Service Disability Insurance Plan~~
- ~~Canada Pension Plan~~
- ~~Quebec Pension Plan~~
- ~~Employment Insurance~~
- ~~Government Employees Compensation Act~~
- ~~Flying Accident Compensation Regulations~~

NEW

ARTICLE 58 – CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE

The following allowance replaces the former Penological Factor Allowance (PFA) and the Offender Supervision Allowance (OSA). The parties agree that only incumbents of positions deemed eligible and/or receiving PFA or OSA as of signing of this Collective Agreement, and employees who work within community parole offices who support the conditional release of offenders, shall receive the Correctional Service Specific Duty Allowance (CSSDA), subject to the criteria outlined below.

58.01 The CSSDA shall be payable to incumbents of specific positions in the bargaining unit within Correctional Service of Canada. The Allowance provides additional compensation to an incumbent of a position who performs certain duties or responsibilities specific to Correctional Service of Canada (i.e. custody of inmates, the regular supervision of offenders, or the support of programs related to the conditional release of those offenders) within penitentiaries or community parole offices as defined in the *Corrections and Conditional Release Act*, and/or CSC Commissioner Directives.

58.02 The CSSDA shall be two thousand dollars (\$2,000) annually and paid on a bi-weekly basis in any pay period for which the employee is expected to perform said duties of the specific position in a month.

58.03 Where the employee's basic monthly pay entitlement (including any applicable allowances) in the position to which he or she is temporarily acting or assigned is less than his or her monthly pay entitlement plus the CSSDA in his or her substantive position, the employee shall retain the CSSDA applicable to his or her substantive position for the duration of that temporary period.

58.04 An employee will be entitled to receive the CSSDA, in accordance with 58.01:

- a. during any period of paid leave up to a maximum of sixty (60) consecutive calendar days;
or
- b. during the full period of paid leave where an employee is granted injury-on-duty leave with pay because of an injury resulting from an act of violence from one or more inmates.

58.05 The CSSDA shall not form part of an employee's salary except for the purposes of the following benefit plans:

- ***Public Service Superannuation Act***
- **Public Service Disability Insurance Plan**
- **Canada Pension Plan**
- **Quebec Pension Plan**
- **Employment Insurance**
- ***Government Employees Compensation Act***
- ***Flying Accident Compensation Regulations (RA)***

Paulk
Sept. 15, 2016

ARTICLE 63

SEVERANCE PAY

Without Prejudice
Sept 15/2016
Scott Wilson
Anthony & that
house
Dupe & John
John
Stacy Jackson
Damon
Paulk

Required housekeeping

Effective June 22, 2011 article 63.01(b) and (d) are deleted from the collective agreement.

63.01 Under the following circumstances and subject to clause 63.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which he or she is entitled for the classification prescribed in his or her certificate of appointment on the date of his or her termination of employment.

(a) Lay-off

- i. On the first (1st) lay-off, for the first (1st) complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
- ii. On the second (2nd) or subsequent lay-off, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under subparagraph 63.01(a)(i).

(b) Resignation

~~On resignation, subject to paragraph 63.01(d) and with ten (10) or more years of continuous employment, one half (1/2) week's pay for each complete year of continuous employment, to a maximum of twenty-six (26) years, with a maximum benefit of thirteen (13) weeks' pay.~~

(c) Rejection on Probation

On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay.

(d) Retirement

- i. On retirement, when an employee is entitled to an immediate annuity under the *Public Service Superannuation Act* or when the employee is entitled to an immediate annual allowance under the *Public Service Superannuation Act*,
or
- ii. when a part-time employee who regularly works more than thirteen decimal five (13.5) but less than thirty (30) hours a week and who, if he or she were a contributor under the *Public Service Superannuation Act*, would be entitled to an immediate annuity thereunder or who would have been entitled to an immediate annual allowance if he or she were a contributor under the *Public Service Superannuation Act*,

a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay.

(e)(c) Death

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

(f)(d) Termination for Cause for Reasons of Incapacity or Incompetence

- i. When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to paragraph 12(1)(e) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment, to a maximum of twenty-eight (28) weeks.
- ii. When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence pursuant to paragraph 12(1)(d) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment, to a maximum of twenty-eight (28) weeks.

63.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause 63.01 and 63.04 be pyramided.

For greater certainty, payments in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) made pursuant to 63.04 to 63.07 under Appendix L or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

63.03 Appointment to a Separate Agency

An employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* shall be paid any outstanding payment in lieu of all severance, if applicable under Appendix L, payments resulting from the application of 63.01(b) (prior to June 22, 2011) or 63.04 to 63.07 (commencing on June 22, 2011).

63.04 Employees who were subject to the payment in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) and who opted to defer their payment, the former provisions outlining the payment in lieu are found at Appendix L.

63.04 Severance Termination

- a.—Subject to 63.02 above, indeterminate employees on June 22, 2011 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty five (365), to a maximum of thirty (30) weeks.
- b.—Subject to 63.02 above, term employees on June 22, 2011 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

Terms of Payment

63.05 Options

The amount to which an employee is entitled shall be paid, at the employee's discretion, either:

- a.—as a single payment at the rate of pay of the employee's substantive position as of June 22, 2011, or
- b.—as a single payment at the time of the employee's termination of employment from the core public administration, based on the rate of pay of the employee's substantive position at the date of termination of employment from the core public administration, or
- e.—as a combination of (a) and (b), pursuant to 63.06(e).

63.06 Selection of Option

- a. The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.
- b. The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
- c. The employee who opts for the option described in 63.05(e) must specify the number of complete weeks to be paid out pursuant to 63.05(a) and the remainder to be paid out pursuant to 63.05(b).
- d. An employee who does not make a selection under 63.06(b) will be deemed to have chosen option 63.05(b).

63.07 Appointment from a Different Bargaining Unit

This clause applies in a situation where an employee is appointed into a position in the PA bargaining unit from a position outside the PA bargaining unit where, at the date of appointment, provisions similar to those in 63.01(b) and (d) are still in force, unless the appointment is only on an acting basis.

- a. Subject to 63.02 above, on the date an indeterminate employee becomes subject to this Agreement after June 22, 2011, he or she shall be entitled to severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his or her substantive position on the day preceding the appointment.
- b. Subject to 63.02 above, on the date an term employee becomes subject to this Agreement after June 22, 2011, he or she shall be entitled to severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his or her substantive position on the day preceding the appointment.
- c. An employee entitled to a severance payment under sub-paragraph (a) or (b) shall have the same choice of options outlined in 63.05, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.

APPENDIX L
ARCHIVED PROVISIONS FOR THE
ELIMINATION OF SEVERANCE PAY FOR
VOLUNTARY SEPARATIONS (RESIGNATION AND RETIREMENT)

This Appendix is to reflect the language agreed to by the Employer and the Public Service Alliance of Canada for the elimination of severance pay for voluntary separations (resignation and retirement) on June 22, 2011. These historical provisions are being reproduced to reflect the agreed language in cases of deferred payment.

ARTICLE 63
SEVERANCE PAY

Effective June 22, 2011 paragraphs 63.01(b) and (d) are deleted from the collective agreement.

63.01 Under the following circumstances and subject to clause 63.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which he or she is entitled for the classification prescribed in his or her certificate of appointment on the date of his or her termination of employment.

(a) Lay-off

- i. On the first (1st) lay-off, for the first (1st) complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
- ii. On the second (2nd) or subsequent lay-off, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under subparagraph (a)(i).

(b) Resignation

On resignation, subject to paragraph 63.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment, to a maximum of twenty-six (26) years, with a maximum benefit of thirteen (13) weeks' pay.

(c) **Rejection on Probation**

On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay.

(d) **Retirement**

- i. On retirement, when an employee is entitled to an immediate annuity under the *Public Service Superannuation Act* or when the employee is entitled to an immediate annual allowance under the *Public Service Superannuation Act*, or
- ii. when a part-time employee who regularly works more than thirteen decimal five (13.5) but less than thirty (30) hours a week and who, if he or she were a contributor under the *Public Service Superannuation Act*, would be entitled to an immediate annuity thereunder or who would have been entitled to an immediate annual allowance if he or she were a contributor under the *Public Service Superannuation Act*,

a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay.

(e) **Death**

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

(f) **Termination for Cause for Reasons of Incapacity or Incompetence**

- i. When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to paragraph 12(1)(e) of the *Financial*

Administration Act, one (1) week's pay for each complete year of continuous employment, to a maximum of twenty-eight (28) weeks.

- ii. When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence pursuant to paragraph 12(1)(d) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment, to a maximum of twenty-eight (28) weeks.

63.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause 63.01 and 63.04 be pyramided.

For greater certainty, payments made pursuant to 63.04 to 63.07 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

63.03 Appointment to a Separate Agency

An employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* shall be paid all severance payments resulting from the application of 63.01(b) (prior to June 22, 2011) or 63.04 to 63.07 (commencing on June 22, 2011).

63.04 Severance Termination

- (a) Subject to 63.02 above, indeterminate employees on June 22, 2011 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.
- (b) Subject to 63.02 above, term employees on June 22, 2011 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

Terms of Payment

63.05 Options

The amount to which an employee is entitled shall be paid, at the employee's discretion, either:

- (a) as a single payment at the rate of pay of the employee's substantive position as of June 22, 2011, or

- (b) as a single payment at the time of the employee's termination of employment from the core public administration, based on the rate of pay of the employee's substantive position at the date of termination of employment from the core public administration, or
- (c) as a combination of (a) and (b), pursuant to 63.06(c).

63.06 Selection of Option

- (a) The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.
- (b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
- (c) The employee who opts for the option described in 63.05(c) must specify the number of complete weeks to be paid out pursuant to 63.05(a) and the remainder to be paid out pursuant to 63.05(b).
- (d) An employee who does not make a selection under 63.06(b) will be deemed to have chosen option 63.05(b).

63.07 Appointment from a Different Bargaining Unit

This clause applies in a situation where an employee is appointed into a position in the PA bargaining unit from a position outside the PA bargaining unit where, at the date of appointment, provisions similar to those in 63.01(b) and (d) are still in force, unless the appointment is only on an acting basis.

- (a) Subject to 63.02 above, on the date an indeterminate employee becomes subject to this Agreement after June 22, 2011, he or she shall be entitled to severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his or her substantive position on the day preceding the appointment.
- (b) Subject to 63.02 above, on the date a term employee becomes subject to this Agreement after June 22, 2011, he or she shall be entitled to severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his or her substantive position on the day preceding the appointment.
- (c) An employee entitled to a severance payment under sub-paragraph (a) or (b) shall have the same choice of options outlined in 63.05, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.

APPENDIX D
WORKFORCE ADJUSTMENT

7.9 Vacation leave credits and severance pay

7.9.2 Notwithstanding the provisions of this Agreement concerning severance pay, an employee who accepts a reasonable job offer pursuant to this Part will not be paid severance pay where successor rights apply and/or, in the case of a Type-2 transitional employment arrangement, when the new employer recognizes the employee's years of continuous employment in the public service for severance pay purposes and provides severance pay entitlements similar to the employee's severance pay entitlements at the time of the transfer. However, an employee who has a severance termination benefit entitlement under the terms of article 61.05(b) or (c) of **Appendix L** shall be paid this entitlement at the time of transfer.

RA

ARTICLE 66 - DURATION



66.01 This Agreement shall expire on June 20, ~~2014~~ **2018**.

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

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**NEW ARTICLE XX
CALL CENTRE EMPLOYEES**

XX.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.

XX.02 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.

XX.03 Call monitoring is intended to improve performance by providing guidance and feedback to the employee and shall not be used for disciplinary purposes.

XX:04 Coaching and development feedback resulting from call monitoring shall be provided in a timely and meaningful fashion.

APPENDIX C

MEMORANDUM OF UNDERSTANDING WITH RESPECT TO A JOINT LEARNING PROGRAM

This memorandum is to give effect to the agreement reached between the 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.

~~The Employer agrees to provide eight million seven hundred and fifty thousand dollars (\$8,750,000) to fund the PSAC – TBS JLP from June 21st, 2011 until June 20, 2014. The Employer agrees to provide a further \$600,000 over the life of the 2011-2014 PA collective agreement, to be dedicated specifically to promoting the participation of bargaining agents other than the PSAC in the PSAC – TBS JLP.~~

The Employer agrees to provide a further ~~\$292,000~~ **\$330,000** per month to the PSAC – TBS JLP starting on from ~~June 21, 2014~~ **the date of the 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 fund 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 the appropriate mechanism for any required training, in line with the National Joint Council (NJC) Directive.

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 – TBS Steering Committee with voice but no vote. The PSAC – TBS JLP will undertake a review of its governance structure over life of the collective agreement with the objective of including other bargaining agents more fully in the operation of the JLP.

APPENDIX D

Employer's amended proposal WFA provisions for the EB, FB, PA, SV, TC Groups

Without Prejudice

Part 1 Roles and Responsibilities

1.1 Departments or Organizations

1.1.3 Departments or organizations shall establish joint workforce adjustment committees, where appropriate, to **manage advise and consult** on the workforce adjustment situations within the department or organization. **Terms of reference of such committees shall include a process for addressing alternation requests from other departments and/or organizations.**

1.1.27 Departments or organizations shall review the use of private temporary agency personnel, consultants, contractors, **and their use of contracted out services**, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, departments or organizations shall refrain from **engaging or re-engaging such temporary agency personnel, consultants or contractors, and their use of contracted out services**, or renewing the employment of such employees referred to above where this will facilitate the appointment of surplus employees or laid-off persons.

1.1.31 Departments or organizations shall provide surplus employees with a lay-off notice at least one (1) month before the proposed lay-off date if appointment efforts have been unsuccessful. **A copy of this notice shall be provided to the National President of the Alliance.**

1.1.34 Departments or organizations shall inform and counsel affected and surplus employees as early and as completely as possible and, in addition, shall assign a counsellor to each opting and surplus employee and laid-off person, to work with him or her throughout the process. Such counselling is to include explanations and assistance concerning:

- a. the workforce adjustment situation and its effect on that individual;
- b. the Workforce Adjustment Appendix;
- c. the PSC's Priority Information Management System and how it works from the employee's perspective;
- d. preparation of a curriculum vitae or resumé;
- e. the employee's rights and obligations;

Employer's amended proposal WFA provisions for the EB, FB, PA, SV, TC Groups

Without Prejudice

- f. the employee's current situation (e.g. pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
- g. alternatives that might be available to the employee (**the** alternation process, appointment, relocation, retraining, lower-level employment, term employment, retirement including the possibility of waiver of penalty if entitled to an annual allowance, transition support measure, education allowance, pay in lieu of unfulfilled surplus period, resignation, accelerated lay-off);
- h. the likelihood that the employee will be successfully appointed;
- i. the meaning of a guarantee of a reasonable job offer, a twelve (12) month surplus priority period in which to secure a reasonable job offer, a transition support measure and an education allowance;
- j. advise employees to seek out proposed alternations and submit request for approval as soon as possible after being informed they will not be receiving a guarantee of a reasonable job offer.

... renumber

p. advising employees of the right to be represented by the Alliance in the application of this Appendix.

...

Part II Official notification

Editorial change

2.1.3 Prior to notifying any potentially affected employee, departments or organizations shall also notify the ~~Chief Executive Officer~~ **National President** of the Alliance. Such notification is to be in writing, in confidence and at the earliest possible date and under no circumstances less than two (2) working days before any employee is notified of the workforce adjustment situation.

**Employer's amended proposal WFA provisions for the EB, FB, PA, SV, TC
Groups**

Without Prejudice

**Part VI
Options for Employees**

6.1 General

6.1.2 Employees who are not in receipt of a guarantee of a reasonable job offer from their deputy head have one hundred and twenty (120) days to consider the three options below before a decision is required of them.

NEW – 6.1.6

A copy of any letter issued by the Employer under this part or notice of lay-off pursuant to the *Public Service Employment Act* shall be sent forthwith to the National President of the Alliance.

6.2 Voluntary Programs

Departments shall establish voluntary departure programs for all workforce adjustments situations involving five or more affected employees working at the same group and level and in the same work unit. Such programs shall:

- A. Be the subject of meaningful consultations through joint union-management WFA committees.
- B. Volunteer programs shall not be used to exceed reduction targets. Where reasonably possible, Departments will identify the number of positions for reduction in advance of the voluntary programs commencing.
- C. Take place after affected letters have been delivered to employees.
- D. Take place before the department engages in SERLO process.
- E. Provide for a minimum of 30 calendar days for employees to decide whether they wish to participate.
- F. Allow employees to select options B, Ci or Cii.
- G. Provide that when the number of volunteers is larger than the required number of positions to be eliminated, ~~where operational requirement permits,~~ volunteers will

Employer's amended proposal WFA provisions for the EB, FB, PA, SV, TC Groups

Without Prejudice

be selected based on seniority (total years of service in the public service, whether continuous or discontinuous).

Renumber accordingly

6.2 Alternation

~~6.2.3—Only an opting employee, not a surplus one, may alternate into an indeterminate position that remains in the Core Public Administration.~~

6.2.3

- (a) Only opting and surplus employees who are surplus as a result of having chosen Option A may alternate into an indeterminate position that remains in the Core Public Service Administration.**
- (b) If an alternation is proposed for a surplus employee, as opposed to an opting employee, the Transition Support Measure that is available to the alternate under 6.2.3 (b) or 6.2.3 (c) (i) shall be reduced by one week for each completed week between the beginning of the employee's surplus priority period and the date the alternation is proposed.**

6.2.8 An alternation must occur on a given date, i.e. two (2) employees directly exchange positions on the same day. There is no provision in alternation for a "domino" effect or for "future considerations".

For clarity, the alternation will not be denied solely as a result of untimely administrative processes.

Employer's amended proposal WFA provisions for the EB, FB, PA, SV, TC Groups

Without Prejudice

6.3 Options¹

6.3.1

- c. Education allowance is a transition support measure (see Option (b) above) plus an amount of not more than ~~ten-thirteen~~ **fifteen** thousand ~~five-hundred~~ dollars (~~\$10,000~~ **13,500** **15,000**\$) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and mandatory relevant equipment. Employees choosing Option (c) could either: ...

6.3.6 All opting employees will be entitled to up to ~~six-~~ **nine-hundred one thousand** dollars (~~\$600~~ **\$900-1,000**\$) towards counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial and job placement counselling services.

Transition Support Measure

GENERAL

Amend Definition

Transition Support Measure (*mesure de soutien à la transition*)

is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer. The Transition Support Measure is a cash payment based on the employee's years of ~~continuous employment~~ service as per Annex B.

Splitting of TSM payment

Amend paragraph 6.3.1 (b), option #2 which allows for opting employees to take transitional support measure (TSM) payment the choice of taking their TSM cash payment in two installments / payments:

¹ These measures would be considered only if an agreement could also be reached on an Employee Wellness Support Plan.

Employer's amended proposal WFA provisions for the EB, FB, PA, SV, TC Groups

Without Prejudice

6.3.1

(b) Transition support measure (TSM) is a cash payment, based on the employee's years of service in the public service (see Annex B), made to an opting employee. Employees choosing this option must resign but will be considered to be laid-off for purposes of severance pay. **The TSM shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2)-year period.**

Consequential amendment

6.3.7 An opting employee who has received pay in lieu of unfulfilled surplus period, a TSM or an Education Allowance and is re-appointed to ~~that portion of the Core Public Administration specified from time to time in Schedules I and IV to the Financial Administration Act~~ **Public Service** shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the TSM or Education Allowance was paid.

Both parties agree to recommend these proposals to their respective principals.

FOR TREASURY BOARD

[Handwritten signature]
Dec 14 / 16

FOR PSAC

[Handwritten signature]
Dec 14 / 16

December 14, 2016

7

JPMk 17 June/15

APPENDIX E

~~LETTER OF INTENT BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA REGARDING EMPLOYEES IN THE PM GROUP PERFORMING FUNCTIONS ASSOCIATED WITH THE SERVICE DELIVERY SPECIALISTS AND MEDICAL ADJUDICATOR POSITIONS IN THE INCOME SECURITY PROGRAM~~

~~To address the issue raised at the table concerning Human Resources Development Canada (HRDC), the Employer will ensure the Memorandum of Settlement signed between HRDC and the National Health and Welfare Union with respect to employees in the PM group performing functions associated with the Service Delivery Specialists and Medical Adjudicator positions in the Income Security Program is applied consistently.~~

~~The text of the above mentioned memorandum is attached for information purposes only.~~

Memorandum of Settlement

~~Grievance alt. 98-022
(Service Delivery Specialists)~~

Between

Human Resources Development Canada
referred to as "The Employer"

and

the National Health And Welfare Union, a component of PSAC

referred to as "The Union"

The signatories to this Agreement hereby agree:

- ~~1. The Employer recognizes that membership in and licensing by a professional registered nursing association in any jurisdiction in Canada can be considered as part of an individual's learning plan; The Employer does not recognize such membership as an on-going requirement of the positions described below.~~
- ~~2. In support to the Employer's vision to maintain a continuing learning environment which is supportive of individual needs, the Employer recognizes employees performing the functions associated with the Service Delivery Specialists and Medical Adjudicator positions in the Income Security Program, whether in initial disability adjudication;~~

reconsideration, re-assessment, rehabilitation or any similar position relying on a similar body of knowledge, or in positions supervising said specialists or similar positions who as a regular part of their work, rely on the medical knowledge obtained through education and training and/or registration as a Registered Nurse, as individuals who could benefit from the learning plan recognized in paragraph 1.

- 3. The Employer agrees to reimburse the individuals recognized in the preceding paragraphs, who request such reimbursement, the license and membership fees required to maintain their status as a Registered Nurse in one of the licensing jurisdictions in Canada; reimbursement will be dependent on provision of proof of payment in accordance with established financial reimbursement policies.
- 4. The reimbursement of the license and membership fees will be done in support of the Employer's commitment to continued learning.
- 5. The Employer agrees to reimburse the aforementioned license and membership fees retroactively up to March 1997.
- 6. The Union will withdraw all grievances requesting reimbursement of license and membership fees currently residing at the Final Level of the Employer's grievance procedures.
- 7. This settlement shall not constitute a precedent and is without prejudice to any position the Employer or the Union may wish to take in future cases, involving similar matters or circumstances.

Date at: March 19, 1999

Originally signed by:

Monique Plante
For HRDC

A.J. McIntyre
For NH & WU

June 17/15
Gail Lee
Lumpkin
Natalie Rasmussen
Jane Lechman
Adriana
Wynne Jones *ET*
Ch...
Mauri
K. Bush *Katharine E. Hart*

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 for the Program and Administrative Services Bargaining Unit

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 *Federal Accountability Act*, the Employer is committed to engaging in meaningful consultation with the Alliance with respect to the review and redesign of the 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.

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 development of 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.

RA

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 at the AS-01, AS-02 and AS-03 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. 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 eight eight (260.88);

Retention Allowance

| | |
|----------------|---------------|
| Annual | Daily |
| \$2,500 | \$9.58 |



- 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 2(b) for the level prescribed in the certificate of appointment of the employee's AS-01, AS-02 or AS-03 position;**
 - f. **When a Compensation Advisor as defined in clause 1 above is required by the Employer to perform duties of a classification level that does not have a 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 () day of the month of () 2016.

NEW

APPENDIX XX

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 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 (e.g. 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.

MEMORANDUM OF AGREEMENT ON SUPPORTING EMPLOYEE WELLNESS

This Memorandum of Agreement is to give effect to the understanding reached between the Employer and Public Service Alliance of Canada regarding issues of employee wellness.

The parties agree to establish a Task Force, comprised of a Steering Committee and a Technical Committee, with a long-term focus and commitment from senior leadership of the parties.

The Task Force will develop recommendations on measures to improve employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury.

The Steering Committee and Technical Committee will be established by January 31, 2017. The committees will be comprised of an equal number of Employer representatives and Union representatives. The Steering Committee is responsible for determining the composition of the Technical Committee. The Steering Committee shall be co-chaired by the President of the Alliance and a representative of the Employer.

The Steering Committee shall establish the terms of reference for the Technical Committee, approve a work plan for the Technical Committee, and timelines for interim reports from the Technical Committee.

All time spent by employees in support of the Technical Committee shall be deemed to be leave with pay for union activities. The Employer will grant leave with pay for employees engaged in these activities, including preparation and travel time.

Dates may be extended by mutual agreement of the Steering Committee members. The Technical Committee's terms of reference may be amended from time to time by mutual consent of the Steering Committee members.

The Technical Committee will develop all agreements and documents needed to support the consideration of a wellness plan during the next round of collective bargaining. This work shall be completed by December 1, 2017. The Technical Committee shall provide interim recommendations for review by the Steering Committee on the following matters through a series of regular meetings:

- Income replacement parameters, the treatment of accumulated sick leave credits and consequential changes to existing leave provisions within the collective agreements;
- Eligibility conditions for a new wellness plan;
- Privacy considerations;
- Internal assessment as well as approval and denial processes;
- Case management and measures to ensure the successful return of employees to the workplace after a period of leave due to illness or injury;

- Joint governance of the wellness plan;
- Options for alternative medical treatments;
- Other measures that would support an integrated approach to the management of employee wellness for Federal Public Service employees, including but not limited to ways to reduce and eliminate threats to workplace wellness, including discrimination, harassment, workplace violence, bullying, and abuse of authority.

The Technical Committee shall respect the related work of the Mental Health Task Force and the Service Wide Occupational Health and Safety Committee in its deliberations.

The Technical Committee shall also review practices from other Canadian jurisdictions and employers that might be instructive for the Public Service, recognizing that not all workplaces are the same. The Service Wide Occupational Health and Safety Committee shall be consulted as required. Leading Canadian experts in the health and disability management field shall also be consulted.

Key Principles

A new wellness plan shall:

- Contribute to a healthy workforce, through a holistic consideration of physical and mental health issues.
- Include case management and timely return to work protocols, based on best practices.
- Investigate integration with other public service benefit plans.
- Address a wide range of medical conditions, work situations and personal circumstances facing employees, including chronic and episodic illnesses and travel time from northern and remote communities for diagnosis and treatment (subject to the NJC Directives, such the Isolated Post and Government Housing Directive) and wait times for medical clearances to return home.
- Be contained in the collective agreements. The final level of adjudication associated with the plan will be the Public Service Labour Relations and Employment Board (PSLREB).
- Be administered internally within the Federal Public Service, rather than by third-party service provider.
- Have common terms which will apply to all employees.
- Provide for full income replacement for periods covered by the plan.
- Ensure that new measures provide at least the same income support protection as that provided by earned sick leave banks in the current regime.
- Current sick leave banks would be grand-fathered/protected and their value appropriately recognized.

If an agreement is not reached within 18 months from the establishment of the

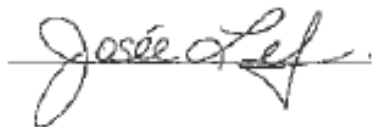
Technical Committee, or should the parties reach impasse before then, the parties agree to jointly appoint a mediator within 30 days.

If the parties are unsuccessful in reaching an agreement, after mediation, the current terms and conditions of employment related to the sick leave regime for PSAC members remain unchanged.

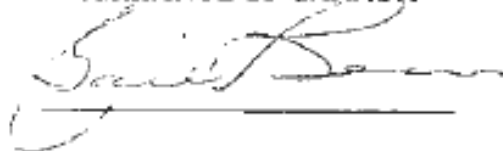
Both parties agree to recommend these proposals to their respective principals

Signed at Ottawa, this 14th day of December 2016.

TREASURY BOARD OF
CANADA SECRETARIAT

A handwritten signature in cursive script, appearing to read "Josée Lef.", written over a horizontal line.

PUBLIC SERVICE
ALLIANCE OF CANADA

A handwritten signature in cursive script, appearing to read "Scott Kean", written over a horizontal line.

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NEW
APPENDIX XX

AGREEMENT WITH RESPECT TO IMPLEMENTATION OF UNION LEAVE

This Memorandum is to give effect to an agreement reached between the Employer and the Public Service Alliance of Canada (the Union) to implement a system of cost recovery for leave for union business.

The elements of the new system are as follows:

- Recoverable paid leave for union business for periods of up to 3 months of continuous leave per year;
- Cost recovery will be based on actual salary costs during the leave period, to which a percentage of salary, agreed to by the parties, will be added;
- The Employer will pay for all administration costs associated with the operation of this system.

The surcharge will be based on average expected costs incurred by the Employer for payroll taxes, pensions and supplementary benefits during the operation of the program as described above, calculated according to generally accepted practices.


Notwithstanding anything else in this agreement, and as an overarching principle, it will not include costs for benefits that would otherwise be paid by the Employer during an equivalent period of leave without pay. The consequences of the implementation of clause 14.14 will be cost neutral for the Employer in terms of compensation costs, and will confer neither a substantial financial benefit, nor a substantially increased cost, on the Employer.

A joint committee consisting of an equal number of Union and Employer representatives will be struck to resolve matters related to the implementation this new program, including, but not limited to, invoices, accounting and the manner of the transaction.

The Joint Committee's principal work will relate to:

- Determining an appropriate surcharge in recognition of the considerations identified in this document;
- Establishing processes and the Employer's reporting requirements; and
- Other considerations associated with implementation

If agreement cannot be reached on recovering costs against union remittances, the Joint Committee will consider alternate means of cost recovery.



The Joint Committee will be struck and convened within by February 15, 2017, and will complete its work by October 16, 2017 with implementation to be completed by the earliest feasible date as determined by the committee.

In the event that the parties do not reach an agreement, the parties may seek the services of a mediator. Necessary consequential changes will be made to article 14, effective Jan 1, 2018.

The deadline for completion of work and implementation of this system may be extended by mutual consent of both parties to this agreement.

March 26, 2015

Employer Proposal 730PM

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 1st, 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**; ~~and that they are apprised of the work of the task force to enable them to properly exercise their existing authorities;~~
- Outlining any possible challenges and barriers that may impact the successful implementation of mental health best practices; and

March 26, 2015

| Employer Proposal 730PM

- **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.

Memorandum of Understanding

between

**The Treasury Board
and**

The Public Service Alliance of Canada

With Respect to Mental Health in the Workplace

Signed at Ottawa, this 26th day of March 2015.

Treasury Board of Canada

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Public Service Alliance of Canada

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RA

NEW
APPENDIX XX



**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 1st, 2017. This period may, by mutual agreement, be extended.

RA

Annex B – FINAL OFFER

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Rates of Pay

Effective June 21, 2014 - increase to rates of pay: 1.25%

Effective June 21, 2015 - increase to rates of pay: 1.25%

Effective June 21, 2016 – 0.5% wage adjustment to all groups and levels.

Effective June 21, 2016 - increase to rates of pay: 1.25%

Effective June 21, 2017 - increase to rates of pay: 1.25%

\$650 signing bonus for all members of the bargaining unit on date of signing

December 17, 2016

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December 13/16

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