



PARKS CANADA AGENCY NEGOTIATIONS 2022

20 April 2022

Preamble:

This document represents bargaining demands of the Public Service Alliance of Canada for this round of negotiations for the Parks Canada Agency bargaining unit. These proposals are being submitted without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

The Public Service Alliance of Canada reserves the right to add to, amend, modify, and withdraw its proposals at any time during collective bargaining, to introduce counter-proposals to the Employer's demands, and to introduce new demands that might emerge from discussions at the bargaining table or from new information obtained during negotiations.

The workers covered under this agreement work proudly on behalf of Canadians. Accordingly, the Union is introducing language, and reserves the right to introduce additional language, to maintain and improve the quality and level of the public services provided to Canadians.

Where the word RESERVE appears, it means that the Union reserves the right to make proposals at a later date. In particular, the Union reserves the right to introduce a comprehensive financial package at an appropriate time during negotiations.

If neither party has a proposal on a specific clause or article or memorandum of understanding, that clause or article or memorandum shall be renewed.

Finally, the Union requests of the Employer disclosure of any plans for changes at its administrative or workplace level that may affect this round of negotiations and reserves the right to make additional proposals after receiving this information.

HOUSEKEEPING

Amend language throughout the collective agreement to be gender neutral.

ARTICLE 2
INTERPRETATION AND DEFINITIONS

À DÉTERMINER

ARTICLE 6 AGENCY POLICIES

The Union wishes to discuss a full and expedited return to the National Joint Council:

- Subject to agreement, new title: Article 6: National Joint Council Agreements
- Subject to agreement, Delete Appendix N

RESERVE

ARTICLE 9* INFORMATION

Amend Article 9.01 to read:

9.01 The Agency agrees to supply the Alliance and the local, on a monthly basis, with a list of new hires and all employee movements (in, out, actings, etc.) in the bargaining unit. The list referred to herein shall include the name, employing department, work location, classification of the employee, work email address, personal email, telephone and mailing address with the data entry log date. Such list shall be provided within one (1) month following the termination of each month. As soon as practicable, the Employer agrees to add to the above list the date of appointment for new employees. ~~each quarter with the name, geographic location and classification of each new employee.~~

ARTICLE 10*

CHECK-OFF

Add new Article 10.04 and renumber:

10.04 For dues remittance purposes the Agency shall provide to the Alliance on monthly basis the following information for each employee in separate columns:

- **Individual Employee Number**
- **Surname of employee**
- **First name of employee**
- **Effective date of data extract**
- **Current Employer Code**
- **Current Department Code**
- **Current work location (street address, building name, floor designation, city, province/territory and postal code)**
- **GEO Location Code**

The Union RESERVES the right to make further proposals on the remainder of this Article at a future date.

ARTICLE 11*
USE OF AGENCY FACILITIES

Amend Article 11.03 to read:

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

ARTICLE 13*
LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

Amend Component and Alliance Executive Positions as follows:

Change subtitle to: Component and Alliance Executive **and Staff** Positions

13.14 Except where otherwise specified in this article, the Agency will grant leave without pay to an employee who is elected as a full-time official of the Alliance within one (1) month after notice is given to the Employer of such election. The duration of such leave shall be for the period the employee holds such office.

Add new Article 13.15, 13.16, and 13.17

13.15 When an Employee is hired into an Alliance staff position and provides a minimum of two (2) weeks' notice, the Agency shall grant a leave of absence without pay and without loss of seniority for the duration of such leave for up to one (1) year. During this time period, the employee may, upon two (2) weeks' written notice, be returned to the position held immediately prior to the commencement of the leave.

13.16 The Agency shall advise the Alliance within one week of the appointment of new Alliance-represented employees and shall grant leave with pay to a reasonable number of employees to provide Alliance orientation to all newly-hired Alliance-represented employees.

13.17 When operational requirements permit, the Agency will grant leave without pay to employees for any other union business validated by the Alliance with an event letter.

ARTICLE 15*

DISCIPLINE

Add new 15.04 and renumber:

15.04 When an employee is suspended from duty pending investigations, stoppage of pay and allowances will only be invoked in extreme circumstances when it would be inappropriate to pay an employee.

Each case will be dealt with on its own merits and considered when the employee is:

- a) in jail awaiting trial, or**
- b) clearly involved in the commission of an offence that contravenes a federal act or the Code of Conduct, and significantly affects the proper performance of his/her duties.**

15.045 The Agency agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.

Add new 15.06 and renumber:

15.06 At no time may electronic monitoring systems be used as a means to evaluate the performance of employees, or to gather evidence in support of disciplinary measures unless such disciplinary measures result from the commission of a criminal act.

15.057 Any document or written statement related to disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

15.068 When an employee and/or a union representative is required to attend disciplinary or administrative meetings or investigations with the Agency that fall outside their normal hours or during a period of seasonal layoff, they shall be compensated by the Agency as if they had reported to work.

ARTICLE 17*
NO DISCRIMINATION AND SEXUAL HARASSMENT

Replace existing ARTICLE 17 with two new articles, ARTICLE XX: NO DISCRIMINATION and ARTICLE XX: HARASSMENT AND ABUSE OF AUTHORITY

ARTICLE XX: NO DISCRIMINATION

XX.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 or a conviction for which a pardon has been granted.

XX.02 Employees who experience discrimination may submit a grievance and may also exercise their rights to file a complaint with the Canadian Human Rights Commission.

XX.03 With respect to a grievance filed in relation to this Article;

- a. Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- b. If, by reason of paragraph (a), a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

XX.04 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination. The selection of the mediator will be by mutual agreement.

XX.05 When the Employer becomes aware of discrimination in the workplace, whether as a result of observation or as a result of a complaint by an employee or a grievance, the Employer shall immediately undertake an investigation.

XX.06 Selection of Investigator

The factors considered for the selection of an investigator shall include the candidates' impartiality, that they possess the necessary training that includes the consideration of intersectionality and experience, and from the viewpoint of

the complainant, their fit with the candidates' lived experience, background, and possible membership in an equity-seeking group.

XX.07 The statement of work for the investigator shall include a commitment to meet all willing witnesses provided by the parties and an expected completion date.

XX.08 An Investigation will be discontinued if the parties reach resolution via another method.

XX.09 The Employer shall provide a grievor, a complainant and/or responding party, with an official copy of the investigation report, subject to the *Access to Information Act* and *Privacy Act*.

XX.10 The Employer shall track all investigated incidents of discrimination, including how they were addressed and provide an annual report to the Alliance and the Centre of Expertise on Diversity and Inclusion.

Training

XX.11 The Employer shall provide mandatory qualified instructor led, facilitated and interactive training to all employees regarding anti-oppression and discrimination, including intersectionality analysis. Such training shall include information about relevant policies, processes, the applicable legislation, and complaint mechanisms. Time spent in training shall be considered as time worked.

Article XX: HARASSMENT AND ABUSE OF AUTHORITY

XX.01 The Alliance and the Employer recognize the right of employees to work in an environment free from violence, harassment, sexual harassment and abuse of authority, and agree that violence, harassment, sexual harassment and abuse of authority will both be prevented and will not be tolerated in the workplace.

XX.02 Definitions:

- a) Harassment, violence or bullying includes any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause distress, harm, offence, humiliation, or other physical or psychological injury, or illness to an employee, their dignity or their reputation, including any vexatious action, conduct, comment or display, in any form. Harassment can be expressed on the basis of many factors including but not limited to race, creed, religion, colour, sex, sexual orientation, gender-determined characteristics, political belief, political association or political and/or union activity, marital status, family status, source of income, physical and/or psychological disability, physical size or weight, age, nationality, ancestry or place of origin;**
- b) Abuse of authority occurs when an individual or group of individuals uses the power and authority inherent in their position or occupation, and/or influence to threaten, endanger an employee's job, potentially undermine the employee ability to perform that job, threaten the economic livelihood of that employee or in any way interfere with or influence the career reputation or dignity of the employee. It may include intimidation, removal of resources, unfair or abusive control of resources and/or information, removal of meaningful valued work and/or making an individual redundant, threats, loss of dignity, blackmail or coercion.**

XX.03 Employees who experience harassment or violence may submit a grievance to seek remedy and/or exercise their rights to report an occurrence as per Part II of the *Canada Labour Code* (CLC) process, and/or file a complaint with the Canadian Human Rights Commission.

Grievance Process

XX.04 With respect to a grievance filed in relation to this Article;

- a. Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.**
- b. If, by reason of paragraph (a), a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.**

XX.05 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with violence, harassment, or sexual harassment. The selection of the mediator will be by mutual agreement.

Regulatory Process

XX.06 In addition to an employee's right to file a grievance and/or a Human Rights complaint, employees may submit a Notice of Occurrence, as per the section 15 (1) of the Work Place Harassment and Violence Prevention Regulations.

XX.07 Once a designated representative receives a Notice of an Occurrence as per Part II of the *Canada Labour Code* (CLC), then they shall immediately confer with the principal party and their union representative to determine whether or not the incident(s) and/or pattern of behaviour meets the definition of an occurrence as required by subsection 23(2) of the Regulations. If it is determined that the incident(s) and/or pattern of behaviour meets the definition, then the designated recipient shall immediately undertake the negotiated resolution process.

XX.08 If the matter is not resolved during the negotiated resolution process, both the principal party and the responding party may agree to participate in the conciliation process.

XX.09 Whether or not another resolution process is underway, or whether or not all parties have made a reasonable effort to resolve the occurrence, a principal party that believes the incident meets the definition of an occurrence or does not consider the occurrence resolved, may request an investigation be undertaken forthwith. Once such a request is received the designated representative shall immediately complete and submit the notice of investigation

Investigations, General provisions

XX.10 Selection of Investigator

The factors considered for the selection of an investigator shall include the candidates' impartiality, that they possess the necessary training and experience, and from the viewpoint of the principal party, their fit with the candidates' lived experience, background, and possible membership in an equity-seeking group.

XX.11 The statement of work for the investigator shall include a commitment to meet all willing witnesses provided by the parties and an expected completion date.

XX.12 An Investigation will be discontinued if the parties reach resolution via another method.

XX.13 The Employer shall provide a grievor, a principal party and/or responding party, with an official copy of the investigation report, subject to the *Access to Information Act* and *Privacy Act*. Any recommendations to eliminate or minimize the risk of similar occurrences contained in a report shall be considered by the appropriate Joint Health and Safety Committee after which the committee will advise the Employer of those that they recommend for implementation. The Employer shall provide written rationale to the committee for any recommended recommendations that they do not accept for implementation.

Training

XX.14 The Employer shall provide mandatory qualified instructor led, facilitated and interactive training to all employees regarding harassment, sexual harassment, and violence in the workplace which includes an intersectional approach. Such training shall include information about relevant policies, processes, the applicable legislation, regulations and available complaint mechanisms. Time spent in training shall be considered as time worked.

ARTICLE 20*

JOB SECURITY

Amend Article 20.01 to read:

20.01 Subject to the willingness and capacity of individual employees to accept relocation, **a remote working agreement** and/or retraining, the Agency will make every reasonable effort to ensure that any reduction in the workforce will be accomplished through attrition.

Add new Articles 20.02 and 20.03:

20.02 Where a person who has been employed in the same department/agency as a term employee for a cumulative working period of three (3) years without a break in service longer than sixty (60) consecutive calendar days, the department/agency shall appoint the employee indeterminately at the level of his/her substantive position. The "same department" includes functions that have been transferred from another department/agency by an Act of Parliament or by an Order-in-Council.

20.03 The Employer agrees not to artificially create a break in service or reduce a term employee's scheduled hours in order to prevent the employee from attaining full-time indeterminate status.

ARTICLE 21*

TECHNOLOGICAL CHANGE

Amend Articles 21.01 – 21.07 to read:

21.01 The parties have agreed that, in cases where, as a result of technological change, the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, **the relocation of a work unit or work formerly performed by a work unit**, Appendix “K” on Work Force Adjustment will apply. In all other cases, the following clauses will apply.

21.02 In this article, “Technological Change” means:

- a) the introduction by the Agency of equipment, ~~or~~ material, **systems or software** of a different nature than that previously utilized;

and

- b) a change in the Agency’s operation directly related to the introduction of that equipment, ~~or~~ material, **systems or software**.

21.03 ~~Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Agency’s operations.~~ Where technological change is to be implemented, the Agency will seek ways and means of minimizing adverse effects on employees which might result from such changes.

21.04 The Agency agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than ~~one hundred and eighty (180)~~ **three hundred and sixty (360)** days’ written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

21.05 The written notice provided for in clause 21.04 will provide the following information:

- a) the nature and degree of the technological change;
- b) the date or dates on which the Agency proposes to effect the technological change;
- c) the location or locations involved;
- d) the approximate number and type of employees likely to be affected by the technological change;

- e) the effect that the technological change is likely to have on the terms and conditions of employment of the employees affected;
- f) **the business case and all other documentation that demonstrates the need for the technological change and the complete formal and documented risk assessment that was undertaken as the change pertains to the employees directly impacted, all employees who may be impacted and to the citizens of Canada if applicable, and any mitigation options that have been considered.**

21.06 As soon as reasonably practicable after notice is given under clause 21.04, the Employer shall consult meaningfully with the Alliance, **at a mutually agreed upon time**, concerning the rationale for the change and the topics referred to in clause 21.05 on each group of employees, including training.

21.07 When, as a result of technological change, the Agency determines that an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Agency will ~~make every reasonable effort to~~ provide the necessary training during the employee's working hours without loss of pay and at no cost to the employee.

ARTICLE 22 HOURS OF WORK

Add as Preamble to Article:

Unless specified elsewhere in this Collective Agreement, an employee is under no obligation to engage in work-related communications including, but not limited to, answering calls or emails outside of normal working hours, nor shall they be subject to discipline or reprisals for exercising their rights under this Article.

Amend Article 22.10 b) to read:

b) (i) The Agency shall make every reasonable effort to schedule a meal break of one-half (1/2) hour during each full shift which shall not constitute part of the work period. Such meal break shall be scheduled as close as possible to the mid-point of the shift, unless an alternate arrangement is agreed to at the appropriate level between the Agency and the employee. If an employee is not given a meal break scheduled in advance, all time from the commencement to the termination of the employee's full shift shall be deemed time worked.

(ii) It is recognized that certain operations require some employees to stay on the job for a full scheduled work period, inclusive of their meal period. In these operations, such employees will be compensated for their meal period in accordance with the applicable overtime provisions.

(iii) In recognition that Park Wardens remain on call during their meal breaks, all time from the commencement to the termination of a Park Warden's full shift shall be deemed time worked.

Amend 22.14 to read:

Terms and Conditions Governing the Administration of Variable Hours of Work Schedule

22.14 For greater certainty, the following provisions of this agreement shall be administered as provided herein:

a) **Interpretation and Definitions (clause 2.01)**

"Daily rate of pay" - shall not apply.

b) **Minimum Number of Hours Between Shifts (Paragraph 22.10 (d) (i))**

The minimum period between the end of the employee's shift and the beginning of the next one shall not apply.

c) Exchange of Shifts (clause 22.04)

On exchange of shifts between employees, the Agency shall pay as if no exchange had occurred.

d) Designated Paid Holidays (clause 27.05)

(i) A Designated Paid Holiday shall account for seven decimal five (7.5) or eight (8) hours (in accordance with the Hours of Work Code).

(ii) When an employee works on a Designated Paid Holiday, the employee shall be compensated, in addition to the pay for the hours specified in subparagraph (i), ~~at time and one half (1 1/2) up to his/her regular scheduled hours worked and~~ at double (2) time for all hours worked ~~in excess of her/his regular scheduled hours.~~

e) Travel

Overtime compensation referred to in clause 29.04 shall ~~only~~ be applicable ~~on a work day for hours in excess of the employee's daily scheduled hours of work.~~

f) Acting Pay

The qualifying period for acting pay as specified in paragraph 60.07(a) shall be converted to hours.

g) Overtime

Overtime shall be compensated for all work performed on regular working days or on days of rest at ~~time and three quarter (1 3/4)~~ **double (2) time.**

The Union RESERVES the right to introduce further proposals on hours of work and workload.

ARTICLE 23 SHIFT PREMIUMS

Amend Articles 23.01 and 23.02 to read:

23.01 Shift Premium

An employee working on shifts will receive a shift premium of ~~two dollars and twenty-five (\$2.25)~~ **three dollars (\$3.00)** per hour for all hours worked, including overtime hours, between 5:00 p.m. and 6:00 a.m. The shift premium will not be paid for hours worked between 6:00 a.m. and 5:00 p.m.

23.02 Weekend Premium

An employee working on shifts during a weekend will receive an additional premium of ~~two dollars (\$2.00)~~ **three dollars (\$3.00)** per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.

ARTICLE 24 OVERTIME

Amend Article 24.01 – 24.03 to read:

24.01 Each fifteen (15) minute period of overtime shall be compensated for at **double (2) time** the following rates:

- a) ~~time and one-half (1 1/2) except as provided for in clause 24.01 (b);~~
- b) ~~double (2) time for each hour of overtime worked after fifteen (15) or sixteen (16) hours work (in accordance with the Hours of Work Code) in any twenty-four (24) hour period or after seven decimal five (7.5) or eight (8) hours work (in accordance with the Hours of Work Code) on the employee's first (1st) day of rest, and for all hours worked on the second or subsequent day of rest. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest, which may, however, be separated by a designated paid holiday;~~
- c) ~~where an employee is entitled to double (2) time in accordance with (b) above and has worked a period of overtime equal to the normal daily hours of work specified in the Hours of Work Code, the employee shall continue to be compensated at double (2) time for all hours worked until he/she is given a period of rest of at least eight (8) consecutive hours.~~

(Consequential amendments through the agreement must be made pursuant to this concept being agreed upon.)

24.02 Notwithstanding anything to the contrary contained in this article, the following shall apply to employees working as Park Wardens performing a period of back-country patrol in excess of eight (8) consecutive hours during a two-week period;

- a) Park Wardens are entitled to receive compensation at straight-time rates for all hours worked, other than hours worked on a day of rest or on a designated paid holiday, up to an average of seventy-five (75) or eighty (80) hours (in accordance with the Hours of Work Code) over a two (2) week period and compensation at ~~time and one-half (1 1/2)~~ **double (2) time** for all other hours worked.
- b) Park Wardens are entitled to receive compensation at ~~time and one-half (1 1/2) rates for work performed on the first (1st) day of rest and compensation at double (2) time for work performed on the second and subsequent days of rest where two (2) or more contiguous days of rest are indicated by the schedule.~~

Articles 24.03 to 24.07 apply to all employees governed by this agreement

24.03 Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Agency, overtime may be compensated in equivalent leave with pay under article 34.

Amend Article 24.07 to read:

24.07 Meal Allowance

- a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed for one (1) meal in the amount **equivalent to the lunch rate outlined in Appendix C of the National Joint Council's Travel Directive** of twelve dollars (\$12) ~~except where free meals are provided.~~
- b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided for in a), the employee shall be reimbursed for one (1) additional meal in the amount **equivalent to the lunch rate outlined in Appendix C of the National Joint Council's Travel Directive** of twelve dollars (\$12) for each additional four (4) hour period thereafter, ~~except where free meals are provided.~~
- c) Reasonable time with pay, to be determined by the Agency, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.
- d) Meal allowances under this clause shall not apply to an employee who is on travel status which entitles the employee to claim expenses for lodging and/or meals.

ARTICLE 26 STANDBY

Amend Article 26.01 to read:

26.01 Where the Agency requires an employee to be available on standby during off-duty hours, such employee shall be compensated at the rate of **two (2)** ~~one-half (1/2)~~ hours for each four (4) hour period or part thereof for which the employee has been designated as being on standby duty.

ARTICLE 27 DESIGNATED PAID HOLIDAYS

Amend Article 27.01 to read:

27.01 Subject to clause 27.02, the following days shall be designated paid holidays for employees:

- a) New Year's Day,
- b) Good Friday,
- c) Easter Monday,
- d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- e) **National Indigenous Peoples Day,**
- ef) Canada Day,
- fg) Labour Day,
- h) **National Day for Truth and Reconciliation**
- gi) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- hj) Remembrance Day,
- ik) Christmas Day,
- jl) Boxing Day,
- km) ~~one~~ **two** additional days in each year that, in the opinion of the Agency, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Agency, no such additional day is recognized as a provincial or civic holiday, **the third Monday in February and** the first Monday in August,
- ln) one (1) additional day when proclaimed by an Act of Parliament as a national holiday.

Amend Article 27.05 to read:

27.05

- a) When an employee works on a holiday, she/he shall be paid **double** time ~~and one-half (1-1/2)~~ for all hours worked, ~~up to the daily hours specified in article 22, and double (2) time thereafter~~, in addition to the pay that the employee would have been granted had she/he not worked on the holiday.
- b) The premium pay specified in paragraph a) shall be compensated in cash except where, upon request of an employee ~~and with the approval of the Agency~~, overtime may be compensated in equivalent leave with pay under article 34.
- c) Notwithstanding paragraphs a) and b), when an employee works on a holiday contiguous to a day of rest on which he/she also worked and received overtime in accordance with clause 24.01 b), the employee shall be paid in addition to the pay that she/he would have been granted had she/he not worked on the holiday, two (2) times his/her hourly rate of pay for all time worked.

ARTICLE 29 TRAVELING TIME

Amend Article 29.08 to read:

29.08 Travel Status Leave

- a) An employee who is required to travel outside her/his normal workplace on government business, as these expressions are defined by the Agency, and is away from her/his permanent residence for ~~forty (40)~~ **twenty-five (25)** nights during a fiscal year shall be granted seven decimal five (7.5) or eight (8) hours (in accordance with the Hours of Work Code) off with pay. The employee shall be credited with an additional seven decimal five (7.5) or eight (8) hours off (in accordance with the Hours of Work Code) for each additional twenty (20) nights that the employee is away from her/his permanent residence ~~to a maximum of eighty (80) nights.~~
- b) ~~The maximum number of hours off earned under this clause shall not exceed thirty-seven decimal five (37.5) or forty (40) (in accordance with the Hours of Work Code) in a fiscal year and shall accumulate as compensatory leave with pay.~~
- c) This leave with pay is deemed to be compensatory leave and is subject to article 34.
- d) The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars, **unless required to attend by the Agency.**

ARTICLE 32*
VACATION LEAVE WITH PAY

Amend Article 32.02 to read:

Accumulation of vacation leave credits

32.02 For each calendar month in which an employee has earned at least seventy-five (75) or eighty (80) hours' pay (in accordance with the Hours of Work Code), the employee shall earn vacation leave credits as follows:

- (a) nine decimal three seven five (9.375) or ten (10) hours (in accordance with the the Hours of Work Code) until the month in which the anniversary of the employee's **fifth (5th)** ~~eighth (8th)~~ year of service occurs;
- (b) twelve decimal five (12.5) or thirteen decimal three three (13.33) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's **fifth (5th)** ~~eighth (8th)~~ anniversary of service occurs;
- ~~(c) thirteen decimal seven five (13.75) or fourteen decimal six seven (14.67) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;~~
- ~~(d) fourteen decimal three seven five (14.375) or fifteen decimal three three (15.33) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;~~
- (c) fifteen decimal six two five (15.625) or sixteen decimal six seven (16.67) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's **tenth (10th)** ~~eighteenth (18th)~~ anniversary of service occurs;
- ~~(f) sixteen decimal eight seven five (16.875) or eighteen (18) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;~~
- (d) eighteen decimal seven five (18.75) or twenty (20) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.

Note: Consequential amendments shall follow for 40-hour vacation leave quantum (referred to below as XX hours).

- (e) **Twenty (20) hours or XX hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's thirtieth (30th) anniversary of service occurs;**
- (f) **Twenty-one decimal eight seven five (21.875) hours of XX hours (in accordance with the Hours of Word Code) commencing with the month in which the employee's thirty-fifth (35th) anniversary of service occurs.**

Amend Article 32.11 to read:

Carry-Over and/or Liquidation of Vacation Leave

32.11

- a) Where in any vacation year, an employee has not ~~used~~ ~~been granted~~ all of the vacation leave credited to him or her, the unused portion of her/his vacation leave up to a maximum of two hundred and sixty-two decimal five (262.5) or two hundred and eighty (280) hours (in accordance with the hours of Hours of Work Code) credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) or two hundred and eighty (280) hours (in accordance with the hours of Hours of Work Code) shall be automatically paid in cash at her/his daily rate of pay as calculated from the classification prescribed in her/his letter of offer of her/his substantive position on the last day of the vacation year.

ARTICLE 35 MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

Change title to “Medical Appointments Related to Pregnancy or Chronic Medical Conditions”

Amend Article 35.01 and delete Article 35.02:

35.01 Up to three decimal seven five (3.75) or four (4) hours (According to the Hours of Work Code) of ~~reasonable~~**required** time off with pay **per week** will be granted to pregnant employees for the purpose of attending ~~routine~~ medical appointments **related to pregnancy or chronic medical conditions.**

~~**35.02** Where a series of continuing appointments is necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.~~

ARTICLE 36 INJURY-ON-DUTY LEAVE

Amend Article 36.01 to read:

36.01 An employee shall be granted injury-on-duty leave with pay for such period as ~~may be reasonably determined by the Agency~~ **certified by a Workers' Compensation authority** when a claim has been made pursuant to the *Government Employees' Compensation Act*, and a Workers' Compensation authority has notified the Agency that it has certified that the employee is unable to work because of:

a) personal injury ~~accidentally~~ received in the performance of his or her duties and not caused by the employee's willful misconduct,

or

b) an industrial illness, **vicarious trauma, or any other illness, injury** or a disease arising out of and in the course of the employee's employment,

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

ARTICLE 37*

MATERNITY LEAVE WITHOUT PAY

Amend Article 37.01 a) & b) to read:

37.01 Maternity Leave Without Pay

- a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than ~~eighteen (18)~~ **twenty (20)** weeks after the termination date of pregnancy.
- b) Notwithstanding paragraphs a):
- (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,
- or
- (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period while her newborn child is hospitalized,

the period of maternity leave without pay defined in paragraph a) may be extended beyond the date falling ~~eighteen (18)~~ **twenty (20)** weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization while the employee was not on maternity leave, to a maximum of ~~eighteen (18)~~ **twenty (20)** weeks.

Amend Article 37.02 to read:

37.02 Maternity Allowance

- a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the *Supplemental Unemployment Benefit (SUB) Plan* described in paragraphs (c) to (i), provided that she:
- i. has completed six (6) months of continuous employment before the commencement of her maternity leave without pay;
 - ii. provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer;

and

iii. ~~has signed an agreement with the Employer stating that:~~

- ~~A. she will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*, on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;~~
- ~~B. following her return to work, as described in sub-paragraph (A), she will work for a period equal to the period she was in receipt of the maternity allowance;~~
- ~~C. should she fail to return to work as described in sub-paragraph (A), or should she return to work but fail to work for the total period specified in sub-paragraph (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in sub-paragraph (B), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for an amount determined as follows:~~

~~[Allowance received] × [remaining period to be worked following her return to work]~~

~~_____~~
~~[Total period to be worked as specified in (B)]~~

~~however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in sub-paragraph (A), within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in sub-paragraph (B).~~

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

ARTICLE 39*
PARENTAL LEAVE WITHOUT PAY

Amend Article 39.01 to read:

39.01 Parental leave without pay

- a. Where an employee has or will have the actual care and custody of a newborn child (including the newborn child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for **a period of up to sixty-three (63) weeks in a seventy-eight (78) week period.** ~~either:~~

~~i. a single period of up to thirty seven (37) consecutive weeks in the fifty-two (52) week period (standard option)~~

~~or~~

~~ii. a single period of up to sixty three (63) consecutive weeks in the seventy-eight (78) week period (extended option),~~

beginning on the day on which the child is born or the day on which the child comes into the employee's care.

- b. Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for **a period of up to sixty-three (63) weeks in a seventy-eight (78) week period.** ~~either:~~

~~i. a single period of up to thirty seven (37) consecutive weeks in the fifty-two (52) week period (standard option)~~

~~or~~

~~ii. a single period of up to sixty three (63) consecutive weeks in the seventy-eight (78) week period (extended option),~~

beginning **no earlier than five weeks before** ~~on~~ the day on which the child comes into the employee's care.

- c. ~~Notwithstanding paragraphs (a) and (b) above, at~~ **At** the request of an employee ~~and at the discretion of the Employer,~~ the leave referred to in the paragraphs (a) and (b) above may be taken in two (2) periods.

- d. Notwithstanding paragraphs (a) and (b):

i. where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental

leave without pay,
or

- ii. where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period while his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization while the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

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

39.02 Parental Allowance

~~Under the Employment Insurance (EI) benefits plan,~~ Parental allowance is payable

under two (2) options, either:

- Option 1: standard parental benefits, paragraphs 39.02 c) to k),
or
- Option 2: extended parental benefits, paragraphs 39.02 l) to t).

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

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

Parental Allowance Administration

- a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs c) to i), or l) to r) providing he or she:
- i. has completed six (6) months of continuous employment before the commencement of parental leave without pay;
 - ii. provides the Employer with proof that he or she has applied for and is in receipt of parental, adoption or paternity benefits under the Employment Insurance Plan or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,
- and
- ~~iii. has signed an agreement with the Employer stating that:
 - A. ~~the employee will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*, on the expiry date of his or her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;~~
 - B. ~~following his or her return to work, as described in section A, the employee will work for a period equal to the period the employee was in receipt of the standard parental allowance, in addition to the period of time referred to in sub-paragraph 37.02 a)(iii)(B), if applicable. Where the employee has elected the extended parental allowance, following his or her return to work as described in section A, the employee will work for a period equal to sixty percent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in sub-paragraph 37.02 a)(iii)(B), if applicable;~~
 - C. ~~should he or she fail to return to work as described in section A or should he or she return to work but fail to work the total period specified in section B, for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section B, or having become disabled as defined in the *Public Service Superannuation Act*, he or~~~~

~~she will be indebted to the Employer for an amount determined as follows;~~

~~$$\frac{[\text{Allowance received}] \times [\text{remaining period to be worked, as specified in division (B) following his/her return to work}]}{[\text{Total period to be worked as specified in division (B)}]}$$~~

~~however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in sub-paragraph (A), within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in sub-paragraph (B).~~

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

Option 1 – Standard parental allowance

- c. Parental allowance payments made in accordance with the SUB Plan will consist of the following:
- i. where an employee on parental leave without pay as described in subparagraphs 39.01(a)(i) and (b)(i) has elected to receive Standard Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week of the waiting period, less any other monies earned during this period;
 - ii. for each week the employee receives parental, adoption or paternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate (and the recruitment and retention “terminable allowance” if applicable) and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;
 - iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit or has divided

the full ~~thirty-two (32)~~ **thirty-six (36)** weeks of parental benefits with another employee in receipt of the full five (5) weeks' paternity under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay for each week (and the recruitment and retention "terminable allowance" if applicable), less any other monies earned during this period;

- iv. where an employee has **received the full fifty-five (55) weeks of adoption benefits or has divided** the full ~~thirty-seven (37)~~ **fifty-nine (59)** weeks of adoption benefits with another employee under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for each week, less any other monies earned during this period;
 - v. where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance Plan and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, at ninety-three per cent (93%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 37.02(c)(iii) for the same child;
 - vi. where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraphs 37.02(c)(iii) and 39.02(c)(v) for the same child;
- d. At the employee's request, the payment referred to in subparagraph 39.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance Plan parental benefits.

- e. The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act* or the *Act Respecting Parental Insurance* in Quebec.
- f. The weekly rate of pay referred to in paragraph (c) shall be:
 - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- g. The weekly rate of pay referred to in paragraph (f) shall be the rate (and the recruitment and retention "terminable allowance" if applicable) to which the employee is entitled for the substantive level to which he or she is appointed.
- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate (and the recruitment and retention "terminable allowance" if applicable) the employee was being paid on that day.
- i. Where an employee becomes eligible for a pay increment or pay revision that would increase the parental allowance while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- j. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- k. The maximum combined, shared, maternity and standard parental allowances payable shall not exceed ~~fifty-seven (57)~~ **sixty-one (61)** weeks for each combined maternity and parental leave without pay.

Option 2 – Extended parental allowance

- l. Parental allowance payments made in accordance with the SUB Plan will consist of the following:
 - i. where an employee on parental leave without pay as described in subparagraphs 39.01(a)(ii) and (b)(ii), has elected to receive extended Employment Insurance parental benefits and is subject to a waiting period

before receiving Employment Insurance parental benefits, ~~fifty-five decimal eight per cent (55.8%)~~ **ninety-three per cent (93%)** of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) **for each week** of the waiting period, less any other monies earned during this period;

- ii. for each **of the first thirty-five (35) weeks** the employee receives parental benefits under the Employment Insurance **or the Québec Parental Insurance Plan**, he or she is eligible to receive the difference between ~~fifty-five decimal eight per cent (55.8%)~~ **ninety-three per cent (93%)** of his or her weekly rate (and the recruitment and retention “terminable allowance” if applicable) and the parental benefits, less any other monies earned during this period which may result in a decrease in his or her parental benefits to which he or she would have been eligible if no extra monies had been earned during this period;
- iii. where an employee has received the full ~~sixty-one (61)~~ **thirty-five (35) weeks of parental benefits contained in subparagraph 39.02 (I)(ii)** ~~weeks of parental benefits under the Employment Insurance~~, and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of ~~one (1)~~ **up to twenty-six (26) weeks, at** fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period., ~~unless said employee has already received the one (1) week of allowance contained in subparagraph 37.02(c)(iii) for the same child.~~
- iv. **where an employee has received or has divided the full-sixty-one (61) weeks of parental benefits contained in subparagraph 39.02 (I)(ii) and (iii) with another employee in receipt of the full five (5) weeks’ paternity under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay for each week (and the recruitment and retention “terminable allowance” if applicable), less any other monies earned during this period;**
- v. where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan, for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay (and the recruitment and retention

“terminable allowance” if applicable) for each week, less any other monies earned during this period., unless said employee has already received the one (1) week of allowance contained in subparagraph 37.02(c)(iii) for the same child;

- m. At the employee’s request, the payment referred to in subparagraph 39.02 I)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.
- n. The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
- o. The weekly rate of pay referred to in paragraph (l) shall be:
 - i. for a full-time employee, the employee’s weekly rate of pay on the day immediately preceding the commencement of parental leave without pay;
 - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee’s straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- p. The weekly rate of pay referred to in paragraph (l) shall be the rate (and the recruitment and retention “terminable allowance” if applicable) to which the employee is entitled for the substantive level to which he or she is appointed.
- q. Notwithstanding paragraph (p), and subject to subparagraph (o)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate (and the recruitment and retention “terminable allowance” if applicable), the employee was being paid on that day.
- r. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
- s. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee’s deferred remuneration or severance pay.
- t. The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.

ARTICLE 42

LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

Amend Articles 42.02 and 42.03 to read:

42.02 The total leave with pay which may be granted under this article shall not exceed ~~thirty-seven decimal five (37.5)~~ **seventy-five** or ~~forty (40)~~ **eighty (80)** hours (according to the Hours of Work Code) in a fiscal year.

42.03 Subject to clause 42.02, the Agency shall grant leave with pay under the following circumstances:

- a) to take a family member for ~~medical or dental~~ appointments **of a professional nature, including but not limited to medical, dental, legal and financial 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 an employee with time to make alternate 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 to 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)~~ **fifteen (15)** or ~~eight (8)~~ **sixteen (16)** hours (according to the Hours of Work Code) out of the ~~thirty-seven decimal five (37.5)~~ **seventy-five (75)** or ~~forty (40)~~ **eighty (80)** hours (according to the Hours of Work Code) stipulated in clause 42.02 above may be used to attend ~~an~~ appointments with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible;
- h) **to visit a terminally ill family member.**

ARTICLE 46 BEREAVEMENT LEAVE WITH PAY

Amend Articles 46.02 – 46.03 to read:

46.02

- a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement leave with pay. Such bereavement 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)~~ **five (5)** days' leave with pay for the purpose of travel related to the death.

- b) At the request of the employee, such bereavement leave with pay may be taken in a single period of ~~seven (7)~~ **ten (10)** consecutive calendar days or may be taken in two (2) periods to a maximum of ~~five (5)~~ **eight (8)** working days.

- c) When requested to be taken in two (2) periods,
 - (i) The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death,

and
 - (ii) The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.
 - (iii) The employee may be granted no more than ~~three (3)~~ **five (5)** days' leave with pay, in total, for the purpose of travel for these two (2) periods.

46.03 An employee is entitled to ~~one (1)~~ **two (2)** day's bereavement leave with pay for the purpose related to the death of his or her brother-in-law or sister-in-law and grandparents of spouse.

Add new Article 46.04 and renumber:

46.04 An employee is entitled to bereavement leave with pay in the event of the death of a family member in respect of whom the employee is, at the time of the death, on leave under Article 41. Such bereavement leave, as determined by the employee, may be taken during the period that begins on the day on

which the death occurs and ends six weeks after the day on which the memorial commemorating the deceased person occurs. At the request of the employee, such bereavement leave with pay may be taken in a single period of fourteen (14) consecutive calendar days or may be taken in two (2) periods to a maximum of ten (10) working days.

The Union RESERVES the right to introduce further proposals on hours of work and workload.

ARTICLE 50*
LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

RESERVE

ARTICLE 57 WASH-UP TIME

Amend Article 57.01 to read:

57.01

- a) Where ~~the Agency determines that~~ due to the nature of work there is a clear-cut need, wash-up time up to a maximum of ~~ten (10)~~ **fifteen (15)** minutes will be permitted before the end of the working day.

- b) **Where wearing and performing in costume are part of the duties of the employee, the Agency shall provide fifteen (15) minutes at the beginning and end of an employee's shift to put on and take-off the costume. Time spent dressing and taking off costumes will be considered as part of the employee's shift**

- c) **In addition to a) Park Wardens shall be provided fifteen (15) minutes at the beginning and fifteen (15) minutes at the end of each shift for tooling up and tooling down. Time spent tooling up and tooling down shall form part of an employee's shift**

ARTICLE 60 PAY ADMINISTRATION

Amend Article 60.07 a) to read:

60.07 Acting Pay

- a) When an employee is required by the Agency to substantially perform the duties of a higher classification level in an acting capacity and performs those duties:
- ~~(i) if she/he falls under letter code "X" (as defined in the Hours of Work Code), for a period of at least three (3) consecutive working days/shifts;~~
 - ~~(ii) if she/he falls under the letter code "Y" (as defined in the Hours of Work Code), for a period of at least one (1) full working day/shift;~~

the employee shall be paid acting pay calculated from the date on which she/he commenced to act as if she/he had been appointed to that higher classification for the period in which she/he acts.

Subject to agreement on amendment to 60.07 a), delete 60.07 b)

Add new Article 60.08 and renumber:

60.08

- a) An employee who is required to act at a higher level shall receive an increment at the higher level after having reached fifty-two (52) weeks of cumulative service at the same level.**
- b) For the purpose of defining when employee will be entitled to go to the next salary increment of the acting position, "cumulative" means all periods of acting at the same level.**

ARTICLE 63*
DURATION

RESERVE

NEW ARTICLE*
PROTECTIONS AGAINST CONTRACTING OUT

XX.01 The Agency shall use existing employees or hire and train new employees before contracting out work described in the Bargaining Certificate and in the Group Definition.

XX.02 The Agency shall consult with the Alliance and share all information that demonstrates why a contracting out option is considered to be preferable. This consultation shall occur before a decision is made so that decisions are made on the best information available from all stakeholders.

XX.03 Shared information shall include but is not limited to information on contractors in the workplace, existing contracts, complaints resulting from the use of contractors, expected working conditions, complexity of tasks, security requirements and certifications, future resource and service requirements, skills inventories, knowledge transfer, position vacancies, workload, and potential risks and benefits to impacted employees, including health and safety, all employees affected by the initiative, and cost audits.

This consultation will include all information, including an analysis of costs through the lifetime of the proposed contract, additional costs that may be incurred (“costs plus versus fixed costs”), and risk analysis should the contractor fail to meet its contractual obligations in any respects. This risk analysis must make note of any plans to use public service workers should the contractor fail, and what contingencies are in place to ensure that adequately trained and certified workers are maintained in the public service and have access to appropriate tools.

XX.04 The Agency shall consult with the Alliance before:

- i. any steps are taken to contract out work currently performed by bargaining unit members; any steps are taken to contract out future work which could be performed by bargaining unit members whether for increased workload in existing services or for new services or programs; and
- ii. prior to issuing any Notice of Proposed Procurement, Request for Information, Request for Expression of Interest or Request for Proposal.

XX.05 The Agency shall review its use of temporary staffing agency personnel on an annual basis and provide the Alliance with a comprehensive report on the uses of temporary staffing, no later than three (3) months after the review is completed. Such notification will include comparable Public Service

classification level, tenure, location of employment and reason for employment.

The report will segment use of temporary help agency workers into the three acceptable uses for such:

- a. when a public servant is absent for a temporary period of time;**
- b. when there is a requirement for additional staff during a temporary workload increase, in which there is an insufficient number of public servants available to meet the requirement;**
- c. a position is vacant and staffing action is being completed.**

The Agency will inform the Alliance why it was not possible to use indeterminate, term or casual employees for this work, why employees were not hired from existing pools, and what the plan and timeline is for stopping the use of temporary help agency workers.

XX.06 The Agency shall include in the above all deliberations, considerations or plans to use public-private partnerships for the provision of public infrastructure and/or services.

The Union RESERVES the right to make further proposals on the remainder of this Article at a future date.

NEW ARTICLE REMOTE WORK

For the purpose of this article a telework agreement is defined as per the Directive on Telework effective April 1, 2020.

XX.01 Employees shall be informed that participation in telework is voluntary and that they are not required to telework.

XX.02 An employee may request to enter into a new telework agreement or request a review that could result in an adjustment of an existing telework agreement. A request for a new telework agreement or the review of an existing telework agreement will be considered on a case-by-case basis and a decision shall be provided within twenty-eight (28) calendar days of the request. Approval shall not be unreasonably denied.

XX.03 If the Employer denies a request for a new telework agreement or for a review of an existing telework agreement, then the Employer shall provide the reasons in writing.

XX.04 Employees with a telework agreement may elect to terminate the agreement with reasonable notice to the Employer. The Employer will concede to such termination no later than twenty-eight (28) calendar days following receipt of such notice.

XX.05 Telework agreements will only be terminated at the request of the employee, or for just cause by the Employer. All terminations for just cause shall include the written reasons and be immediately communicated to the union.

XX.06 An employee has the right to grieve a denied request for a telework agreement or for a review of an existing telework agreement and when the Employer has terminated a telework agreement.

XX.07 Notwithstanding the above, nothing restricts an employee's right to request to work remotely on a temporary or as-needed basis without establishing a formal telework agreement. Such requests shall not be unreasonably denied.

XX.08 Provision of Equipment and Supplies

- a. Departments and Agencies shall provide all employees in a telework agreement with all equipment and software required for the telework location to comply with the *Canada labour Code*, Part II. This would include, but is not limited to:

- i. computer(s), monitor(s), and any other peripheral equipment that is required to carry out the employee's work;
- ii. any software required to do their work or to communicate with other workers;
- iii. ergonomic workstation furniture and equipment required to ensure an ergonomic and safe workspace. An assessment, by a qualified ergonomic specialist, shall be conducted upon request by an employee. Any recommendations from the assessment, approved by the Employer, shall be implemented without delay.

- b. An employee shall be paid an allowance of one hundred dollars (\$100.00) for each calendar month, during which an employee teleworks for at least seventy-five (75) hours.

XX.09 Unless otherwise specified in this Article, all terms and conditions of a telework agreement shall be consistent with the provisions of the Collective Agreement.

XX.10 Notice to the Union

- a) On a quarterly basis, the Employer shall provide to the Union, a list of all employees with telework agreements. The list shall include the employees name, position, classification, Employer work unit and location, actual remote work location, including the physical address, and contact information for each employee as well as whether or not each entry is a continuing, new, or revised telework agreement.

NEW ARTICLE*
EQUITY IN THE WORKPLACE

XX.01 All employees and managers shall be provided mandatory instructor led, facilitated and interactive training utilizing educational materials that the Agency and PSAC have consulted and collaborated on. This mandatory training shall include, but is not limited to:

- i. Diversity, inclusion and anti-oppression**
- ii. employment equity**
- iii. unconscious bias**
- iv. implementation of Call to Action #57 of the Truth and Reconciliation Commission**

The Union RESERVES the right to make proposals on the remainder of this Article at a future date.

NEW ARTICLE*
LEAVE FOR INDIGENOUS TRADITIONAL PRACTICE

XX.01 Every employee who is a self-identified Indigenous person and who has completed at least three consecutive months of continuous service shall be granted a paid leave of absence of up to five days in every calendar year, to engage in traditional practices, including:

- (a) hunting;**
- (b) fishing;**
- (c) harvesting; and**
- (d) any practice prescribed by regulation under the Canada Labour Code.**

XX.02 The leave of absence may be taken in one or more periods.

XX.03 The scheduling of the leave shall be determined by the employee; leave shall not be unreasonably denied.

NEW ARTICLE*
INDIGENOUS LANGUAGE ALLOWANCE

RESERVE

NEW ARTICLE*
SOCIAL JUSTICE FUND

The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such a contribution will be made for all hours worked by each employee in the bargaining unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Articles of Continuance of the PSAC Social Justice Fund.

NEW ARTICLE PARK WARDENS

Firearm Practice Time

- xx.01 a) A Park Warden who is required to carry a firearm in the course of their duties, shall be entitled to two (2) days per year for non-mandatory firearm practice. Such days shall be scheduled such that they are consistent with the employee's regular hours of work.
- b) Any travel associated with a) above shall be subject to the National Joint Council Travel Directive.

Seasonal Status of Park Wardens

- xx.02. From the date of signing of this Agreement, the Agency shall only hire Park Wardens in year-round positions. All pre-existing, seasonal Park Warden positions will become year-round, and the Park Wardens who already occupy those positions will be provided with the year-round position at that same location, classification level and pay increment.

Park Warden Testing and Certification

- xx.03 For the purposes of testing, certification, and qualifications, the Agency agrees that
- (a) Once trained, tested and certified in firearms, Use of Force, physical fitness, and designated as Peace Officers under the *Canada National Parks Act*, Park Wardens shall be given every reasonable opportunity to achieve recertification, at such times as it is required by the Agency.
 - (b) If a Park Warden fails to meet the criteria for recertification as outlined in (a) above, the Employer shall make every reasonable effort to find another position for the employee within the Agency, or elsewhere within the Public Service. Such employees shall be salary protected, consistent with a Reinstatement Priority as detailed in the Parks Canada Staffing Policy.
 - (c) Any Park Warden who is injured in the line of duty as per Article 36, or while on training or during certifications or testing, and is unable to complete the criteria for re-certification will also qualify under this article, with salary protection and placement in a different position in the Agency, or elsewhere within the Public Service.

- (d) The parties agree to maintain a joint consultation committee to discuss the strategy for the placement of Park Wardens who are unsuccessful in re-certification, as described in (b) and (c) above.
- (e) Park Wardens will not be held to a standard of physical fitness for initial recruitment, certifications, or re-certification that is higher than that of the regular members of the Royal Canadian Mounted Police.

Park Warden Mental Health

- xx.04 In support of Park Warden mental health in the workplace, the Agency will establish**
- (a) A peer-to-peer network of Park Wardens
 - (b) A mental health training program to be provided to all Park Wardens.

Park Warden Early Retirement

- xx.05 Park Wardens will have the option to retire after 25 years of cumulative service, without penalty.**

Legal Indemnification for Park Wardens

xx.06 The September 1, 2008 Treasury Board Policy on Legal Assistance and Indemnification shall form part of this Agreement, with the following modifications:

- 3.1** Providing legal assistance and indemnification to employees is essential to the protection of the Crown's interest, the fair treatment of its employees, and the effective management of an organization. employees may be subject to legal claims/actions despite the fact that they are acting in good faith, within the scope of their duties or in the course of their employment. It is therefore necessary that they receive appropriate legal representation and be protected from personal liability as long as they are acting in good faith within the scope of their duties or in the course of their employment.
- 4.1 Remove definition of “Crown Servants”. All references to Crown Servants in the Policy shall be replaced with “employee”.**

Legal assistance (*services juridiques*)

includes the cost of the services of the Department of Justice Canada, a Crown agent or private counsel, as well as paralegal services and includes necessary travel costs, incidental costs and the use of expert witnesses.

5.1 The objectives of this policy are to:

- protect employees from personal financial losses or expenses incurred while they were acting within the scope of their duties or in the course of their employment;
- protect the Crown's interest and its potential or actual liability arising from the acts, errors or omissions of its employees; and
- ensure continued and effective public service to Canadians.

5.2 Expected results

The expected results of this policy are that:

- Employees' and the Crown's interests are protected from potential or actual liability personal or otherwise arising from the acts, errors or omissions of employees occurring while they were acting within the scope of their duties or in the course of their employment;
- Employees are protected against personal liability;
- the Crown and employees are appropriately and promptly represented; and
- parliamentary proceedings, commissions of inquiry and inquests have the full collaboration of employees.

6.1.1 Decision making: There shall be no monetary limit on legal assistance and indemnification.

Decisions in respect to a request for legal assistance or indemnification are the responsibility of the approval authority for the organization where the incident giving rise to the request first arose.

6.1.3 Eligibility:

In making a decision on whether to approve a request for legal assistance or indemnification, ensuring that the employee meets:

- the two basic eligibility criteria as described in 6.1.5; or
- the exceptional circumstances as described in 6.1.8; or
- the two qualifying criteria pertaining to parliamentary proceedings, commissions of inquiry, inquests or other similar proceedings as described in 6.1.9; and

- the requirements set out in Appendix B.

The approval authority may seek the advice of any officials who may have knowledge of the facts, as well as the legal advice of the Department of Justice Canada prior to making this decision. The decision should be made before legal counsel engages with the employees to avoid a potential conflict situation, which would be detrimental to the interests of both the employees and the Crown.

6.1.5 Two basic eligibility criteria:

In considering employees for legal assistance or indemnification, determining whether the employee:

- acted in good faith;
- acted within the scope of their duties or employment with respect to the acts, errors or omissions giving rise to the request.

6.1.6 Legal assistance:

Deciding whether to approve legal assistance requests of employees who meet the two basic eligibility criteria in the following situations:

- when they are sued or threatened with a suit;
- when they are charged or likely to be charged with an offence;
- when they are named in a legal action or under threat of being named in a legal action; or
- when they are faced with serious personal liability before any court, tribunal or other judicial body; or
- when they are obliged to testify in quasi-judicial or judicial proceedings.

6.1.7 Indemnification:

Providing indemnification when the employee meets the two basic eligibility criteria as described in 6.1.5.

6.1.8 Exceptional circumstances:

Deciding whether to provide legal assistance or indemnification in the situations enumerated in 6.1.6 where the employee does not meet one or more of the two basic eligibility criteria as set out in 6.1.5, provided the approval authority considers that it

would be in the public interest to approve the request, after having consulted the Advisory Committee on Legal Assistance and Indemnification.

If an employee grieves the Employer's decision not to provide him or her with legal assistance, he or she will be entitled to legal assistance during the grievance process, up to and including arbitration. If the grievance is denied at adjudication or if the grievance is withdrawn, the Employer shall recover any overpayment from the employee's pay, but such recovery shall not exceed ten percent (10%) of the employee's pay in each pay period, until the entire amount is recovered.

Notwithstanding the foregoing, in the event that employment ceases, any overpayment still outstanding may be recovered in full from the final pay.

6.1.11 Ineligible requests:

Ensuring legal assistance or indemnification requests are not approved for the following matters:

- matters arising while the requestor was engaged under a contract for services, with the exception of ministers' exempt staff;
- an action or claim initiated by an employee unless it forms part of a defence to a legal claim, action or charge for which legal assistance was approved under this policy;
- an internal investigation or an internal administrative recourse mechanism including grievances, staffing or disciplinary proceedings; and
- activities undertaken/carried out by a volunteer.

6.1.12 Termination and recovery of legal assistance:

If at any time during or after the proceedings it becomes clear that the employee did not meet the basic eligibility criteria outlined in section 6.1.5 or did not continue to qualify under the exceptional circumstances described in section 6.1.8, a written notice of termination of legal assistance shall be issued to the employee, after which 30 more days of legal indemnification will be provided.

Where legal assistance was approved for an employee who met the criteria under 6.1.5, but it was subsequently established that he or she did not act in good faith or without instruction from the Employer, ensure that recovery action is considered and initiated for

an amount equal to the legal assistance provided or the indemnification paid, and this amount shall constitute a debt owing to the Crown.

6.1.14 Responsibility for payment: Ensuring that:

- any amounts paid pursuant to this policy are paid from the budget of the organization in which the person worked at the time the act or error or omission giving rise to the request first occurred. If the approval authority is from a different organization, then ensuring that the amount is referred over to such organization for payment. If that organization no longer exists, the successor to that organization is to handle the request and bear the financial costs. If no successor organization exists, then an application to the Clerk of the Privy Council may be made to determine from which budget the amounts are to be paid;
- for cases involving offences, payment by the Crown does not include any fines or costs of prosecution; and
- payment is not made until the request and supporting information is provided, and the approval authority has issued an authorization in writing approving the request.

6.1.16 Private counsel:

In cases where there is a conflict of interest or a probable conflict of interest between the Crown and the employee, or when the employee is charged with an offence, deciding whether to authorize payments for private legal assistance after consulting the Department of Justice Canada with respect to the appropriateness of engaging such private counsel. Such consultation shall include the name of the proposed private counsel as well as the private counsel's proposed fee schedule. If it is determined that this source of assistance is appropriate and private legal assistance is authorized, then the approval authority shall provide written authorization to the employee including the selection of private counsel or a probable conflict of interest, and the approved fee schedules, and of the requirement for reviewing accounts by the Department of Justice Canada.

8.2 The Department of Justice Canada is responsible for:

- providing legal advice to approval authorities and their organizations;

- providing litigation services to the Crown and to the employees approved for assistance under this policy, including the conduct of the litigation, either through a Department of Justice counsel or an external counsel retained as an agent of the Attorney General, with the Minister of Justice having responsibility in consultation with the employee who requires legal assistance, for selecting and instructing the agent;
- ensuring, in cases where two or more employees are sued in the same action, that the same counsel is to conduct the employee' defence in the absence of a conflict of interest;
- treating, to the greatest extent possible and consistent with counsel's obligations to protect the interest of the Crown, all communications with the employee in confidence in any claim or proceeding for which the Attorney General of Canada has the authority under this policy to select and instruct counsel. The Crown will not use any information so disclosed in confidence by the employee in any disciplinary or civil action against the employee;
- when at any time during a proceeding a conflict arises for a Department of Justice counsel or an agent of the Attorney General representing the employee, the Attorney General could instruct such counsel to discontinue so acting. In such situations, the approval authority shall authorize the engagement of private legal assistance in accordance with the collective agreement;
- reviewing fees and disbursements proposed to be charged by private counsel and
- making recommendations in regard to a monetary settlement of a claim or an action made or brought against a employee.

Appendix A – Remove.

Appendix B - Requests by Employees

Process

In order to be considered for legal assistance and indemnification, an employee is required to:

1. inform the appropriate official (normally the employee's manager or supervisor) of the matter at the earliest reasonable opportunity after the employee becomes aware of a possible or actual suit, action or charge as a result of any alleged act or omission within the scope of the employee's duties or within their course of

employment, so that the official has the opportunity to assist or guide the employee;

2. submit a request to the approval authority in the organization in which the act or omission giving rise to the request first arose. The request should include how he or she meets the applicable criteria and should specify if the request is for legal assistance, indemnification or both. If the employee's request exceeds deputy heads' approval limits listed in Appendix A and requires authority of the Minister or the Treasury Board, the request is to nonetheless first be made to the employee's own deputy head (as applicable);
3. where requesting to be represented by private counsel, state the reasons for such request and provide the name and proposed fee schedule of the preferred counsel;
4. make a factual report to organizational management of the incident leading to the request for legal assistance or indemnification; and
5. upon request by the requester's organization, authorize the Attorney General, or such other person as may be designated by the Attorney General, to defend his or her action, claim or charge using the required authorization form set out at the end of this appendix.

Failure of an employee to meet the above requirements may result in denial of legal assistance and indemnification and result in personal liability. An acquittal in offence cases, or dismissal of a civil suit, does not automatically entitle the employee to reimbursement of expenses that have been previously denied.

For each subsequent stage of the judicial process, including appeals, or for any significant change in the circumstances related to the case, a new request for payment of legal assistance and indemnification is to be made and assessed in accordance with the considerations set out in this policy.

At the end of each stage of the judicial or quasi-judicial process, employees will be reminded of this requirement.

Authorization Forms

I, **(name), of the (city/town/township), of (name of city)**
in the **(province/territory) of (name of province/territory)** hereby authorize the Attorney General of Canada, or such other person as may be designated by the Attorney General, or a delegate thereof, to defend me in,

(describe the nature of the action and the name of the court, tribunal, inquiry or other)

and to take such actions and conduct such proceedings as the Attorney General may consider necessary to defend such action on my behalf and to protect the interests of the Crown.

I have been provided with a copy of the Treasury Board *Policy on Legal Assistance and Indemnification*. I have read and understood the policy. If at any time during or after the proceedings it becomes apparent that I did not act in accordance with the eligibility criteria outlined in the policy, the approval authority may terminate legal assistance in accordance with the collective agreement.

Should any judgment or decision result in an award of costs to me, I hereby authorize and direct the payment of any such amounts directly to the Crown in accordance with the collective agreement.

DATED at **(location)**, this **(date)** day of **(month)**, A.D., **(year)**.

To be added to the above if there are multiple defendants

I have been informed, and I understand, that I have the right to terminate this retainer at any time and to retain and instruct private counsel. I have further been informed, and I understand, that should a conflict arise between my interests and those of the Crown (or any of the co-defendant(s) named above) at any time during this litigation, it will be necessary for me to retain private counsel. I am aware, in that event, that I may apply for approval to retain private counsel at public expense in accordance with the collective agreement.

**NEW ARTICLE
MEDICAL CERTIFICATES**

XX.01 An employee shall not be required to provide a medical certificate for sick leave of less than five (5) consecutive days.

XX.02 An employee required to provide a medical certificate shall also be granted leave with pay for all time associated with the obtaining of said certificate. The Agency shall reimburse the employee for the amount billed to the employee for the issuance of the certificate upon presentation of a receipt.

NEW ARTICLE
CRITICAL INCIDENT DEBRIEFING

XX.01 In support of mental health in the workplace, the Agency will establish a critical incident debriefing for use-of-force and other high-stress or traumatic events.

XX.02 This debriefing must be provided to staff by a trained specialist within 24 hours of an incident or a traumatic event where the employee or immediate supervisor requests it.

NEW ARTICLE
OCCUPATIONAL GROUP STRUCTURE REVIEW

The Union **RESERVES** the right to present demands concerning **Classification Reform and Occupational Group Structure**.

**NEW ARTICLE
DUTY TO ACCOMMODATE**

The Union **RESERVES** the right to present demands concerning the duty to accommodate.

APPENDICES
RATES OF PAY ANNEXES, ALLOWANCES AND PAY NOTES

The Union **RESERVES** the right to table a comprehensive wage proposal, which will include but isn't limited to amendments to the rates of pay, structure of the wage grids, increases and/or expanded scope of allowances for specific occupational groups and pay notes.

APPENDIX “J”

**MEMORANDUM OF UNDERSTANDING BETWEEN THE PARKS
CANADA AGENCY AND THE PUBLIC SERVICE ALLIANCE OF
CANADA WITH RESPECT TO IMPLEMENTATION OF THE
COLLECTIVE AGREEMENT**

RESERVE

APPENDIX “K”*
WORK FORCE ADJUSTMENT

RESERVE

APPENDIX “P”*

**MEMORANDUM OF UNDERSTANDING BETWEEN THE PARKS
CANADA AGENCY AND THE PUBLIC SERVICE ALLIANCE OF
CANADA WITH RESPECT TO MENTAL HEALTH IN THE WORKPLACE**

RESERVE

**NEW
APPENDIX X1**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE PARKS
CANADA AGENCY AND THE PUBLIC SERVICE ALLIANCE OF
CANADA WITH RESPECT TO A JOINT LEARNING PROGRAM**

RESERVE

**NEW
APPENDIX X2***

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

RESERVE

PSAC reserves the right to table additional editorial/administrative changes to this new MOU, with a view to cleaning up the language.

NEW
APPENDIX X3*
MEMORANDUM OF UNDERSTANDING
BILINGUALISM ALLOWANCE AND LANGUAGE TRAINING

DEFINITIONS

Acting assignment (Affectation intérimaire) - means a compensation mechanism for employees temporarily performing higher level duties. It occurs when an employee is required to substantially perform the duties of a higher position for at least the qualifying period stipulated by the collective agreement, or applicable terms and conditions directives.

Bilingualism allowance bonus (Prime au bilinguisme) - means a sum of money paid to eligible employees occupying bilingual positions.

Bilingual position (Poste bilingue) - means a position for which there is a clear requirement for the use of both official languages by the incumbent in the performance of the duties of the position.

The identification of a position as bilingual is done in accordance with Treasury Board criteria.

Linguistic profile (Profil linguistique) - means a coded summary which represents the second language proficiency required for a bilingual position in each official language. In each of three language skills (reading, writing and oral interaction), a level of proficiency is indicated.

Other assignment (Autre affectation) - means a situation where an employee is required to substantially perform temporarily the duties of a position of the same pay level.

Second Language Evaluation (SLE) (Évaluation de langue seconde (ELS)) - means an examination administered and scored by the Public Service Commission (or departments on its behalf), to establish a candidate's proficiency in his/her second language in a work-related context, in each of the three following skills: reading, writing and oral interaction. Note: In 1984, the SLE replaced the Language Knowledge Examination (LKE). Results on the LKE (or the Special Evaluation) which are still valid are recognized for the purpose of this article.

Special assignment (Affectation spéciale) - means an assignment usually longer than one year (such as CAP or long-term detachments), for which there is usually a specific agreement between management and the employee stipulating that, at the end of the assignment(s) the employee will not return to perform his/her former duties.

Written notice (Avis écrit) - means a written notice sent by a manager to an employee informing him/her of a test failure or of the re-identification or raised profile of his/her position.

1.1 Eligibility

1.1.1 An employee is eligible for the bilingualism **allowance** ~~bonus~~ from the date on which the Deputy Head certifies that the following conditions are being met:

- (a) the employee occupies a position which has been identified bilingual; and
- (b) the employee has Second Language Evaluation (SLE) results confirming that he/she meets the language requirements of his/her position (or in the case of professional requirements - code "P", the employee meets that code at the time of staffing of the position).

1.1.2 The bilingualism **allowance** ~~bonus~~ shall not be payable to the following:

- ~~(a) employees in the Translation Group, unless their positions are identified bilingual for reasons other than translation;~~
- ~~(b) employees who continue to receive the frozen ST bilingual differential, under conditions specified in section 1.7 of this directive;~~
- ~~(c) employees who are classified in the Executive Group of the Management Category. However, all EX equivalents are eligible for the bonus, provided that they meet the eligibility conditions (for equivalences, see Personnel Management Manual (PMM), Volume 2, Chapter 2-2, Appendix A, Amendment 86-3);~~
- ~~(d) persons appointed by Governor in Council;~~
- ~~(e) persons locally engaged outside Canada;~~
- (a) employees ordinarily working one-third or less of the normal working hours for the same group and category;
- (b) persons employed on a temporary basis for three months or less; and
- (c) persons under professional or personal service contracts.

1.2 Failures – Responsibilities

1.2.1 If the results of an SLE show that an employee does not meet the linguistic requirements of his/her position, the department will provide written notice that he/she will cease to receive the **allowance** ~~bonus~~ two months after the date of written notice. The written notice shall be given within 10 working days from the date of the decision. Negative test results create responsibilities on the part of managers and employees.

Departments

1.2.2 As a first step, it is incumbent on departments or agencies to review the linguistic identification of the position in terms of the real requirements of the position, and the bilingual capacity of the work unit.

1.2.3 Departments and agencies will re-identify the position as unilingual if the requirements can be effectively absorbed by the work unit.

1.2.4 If the position must remain bilingual, it is incumbent upon the department or agency to provide the bilingual services by other means.

Employees

1.2.5 The employee who did not succeed in establishing that he/she still meets the language requirements of his/her position may remain in his/her position.

1.2.6 The employee may seek a review of SLE testing results in accordance with the Public Service Commission administrative recourse mechanisms.

1.2.7 The employee whose position remains bilingual may become re-eligible for the **allowance** ~~bonus~~ and may have recourse to language training at public expense according to the terms set out in section 1.10 of the directive.

1.3 Other allowance ~~bonus~~ situations

1.3.1 If the language profile of a bilingual position is raised:

- (a) payment of the **allowance** ~~bonus~~ continues if the employee meets the higher linguistic profile;
- (b) if the employee does not meet the new linguistic profile of the position, payment of the **allowance** ~~bonus~~ ceases two months after the written notice;
- (c) language training would be available in accordance with the directive in force.

1.3.2 An employee must be notified within ten (10) working days of a management decision:

- to raise the proficiency profile of a bilingual position occupied by the employee, where the incumbent is in receipt of the **allowance** ~~bonus~~; or
- to re-identify a position from bilingual to unilingual where the incumbent is in receipt of the **allowance** ~~bonus~~.

1.3.3 When a bilingual position is re-identified as unilingual, payment of the **allowance** ~~bonus~~ ceases two months after the employee is notified, or two months after the position is re-identified, whichever comes later.

1.4 Assignments

1.4.1 An employee who receives the **allowance** ~~bonus~~ and who is temporarily assigned to another bilingual position shall continue to receive the **allowance** ~~bonus~~, regardless of the linguistic profile of the new position (or functions). However, the **allowance** ~~bonus~~ ceases in the case of acting assignments in the executive group (EX) of the management category with the exception of EX equivalents.

1.4.2 An employee who receives the **allowance** ~~bonus~~ and who is temporarily assigned to a unilingual position shall continue to receive the **allowance** ~~bonus~~ only if the basic monthly salary of the new position is less than, or equal to, the basic monthly salary of the regular position plus the **allowance** ~~bonus~~.

1.4.3 Employees on special assignment will receive the **allowance** ~~bonus~~ if they meet the language requirements of the bilingual position (or functions) to which they are assigned.

1.4.4 Employees on Interchange Canada Program assignments to organizations outside the federal Public Service will continue to receive the bilingualism **allowance** ~~bonus~~ if they have been in receipt of the bilingualism **allowance** ~~bonus~~ immediately prior to beginning the assignment, and if a senior official of the host organization specifies in writing that the assignees are required to use both official languages on an on-going basis during the assignments.

1.4.5 An employee receiving the **allowance** ~~bonus~~ who is required to perform temporarily most of the duties of a position that has the same pay level continues to receive the **allowance** ~~bonus~~, regardless of the linguistic identification and profile of the position.

1.5 Leave

1.5.1 An employee is entitled to the **allowance** ~~bonus~~ applicable to his/her substantive position when on paid leave but not when he/she is on educational or sabbatical leave.

1.6 Term employees

1.6.1 An individual appointed to a bilingual position for a specified term exceeding three months, shall receive the bilingualism **allowance** ~~bonus~~ from the date of appointment.

1.6.2 An individual appointed to a bilingual position for a term of three months or less is not entitled to the **allowance** ~~bonus~~.

1.6.3 An individual appointed to a bilingual position for a term of three months or less who remains in a bilingual position beyond the three-month period, shall receive the **allowance** ~~bonus~~ for the period in excess of three months.

1.6.4 An employee who receives the **allowance** ~~bonus~~ and who is appointed, without a break in service, to another bilingual term position continues to receive the **allowance** ~~bonus~~ regardless of the duration of the term position.

1.7 ST differential

1.7.1 The Treasury Board directive relative to the payment of the seven per cent differential to the Secretariat, Stenographic and Typing Group was rescinded October 15,

1977, and the seven per cent differential was frozen on that date. As long as they occupy the same bilingual positions in the ST group and meet the eligibility criteria described in section 1.1, members of that group who received the seven per cent differential before October 15, 1977, continue to be entitled to it or to the **allowance bonus**, whichever is greater.

1.8 Payment

1.8.1 The bilingualism **allowance bonus** consists of an annual payment of ~~\$800~~ **\$1500**, calculated on a monthly basis and paid on the same basis as regular pay.

1.8.2 An eligible employee shall be entitled to receive the bilingualism **allowance bonus** for the full month for any month in which the employee receives a minimum of ten (10) days' pay in a position(s) to which the bilingualism **allowance bonus** applies.

1.8.3 Part-time employees who work more than one-third of the normal period are paid the **allowance bonus** on a pro rata basis to be calculated in reference to the normal hours these employees are expected to work.

1.9 Pay considerations

1.9.1 The bilingualism **allowance bonus** is considered part of an employee's salary only in respect of the following:

- (a) Public Service Superannuation Act
- (b) Public Service Disability Insurance Plan
- (c) Canada Pension Plan
- (d) Quebec Pension Plan
- (e) ~~Un~~Employment Insurance
- (f) Government Employees' Compensation Act
- (g) Flying Accidents Compensation Regulations
- (h) Supplementary Retirement Benefit Act
- (i) Supplementary Death Benefit
- (j) Long-Term Disability Insurance
- (k) Public Service Management Insurance Plan
- (l) Quebec Health Insurance Plan
- (m) Federal and Provincial Income Taxes.
- (n) Québec Parental Insurance Plan**

1.9.2 The bilingualism **allowance bonus** is not considered part of an employee's salary nor is it used to compute an employee's salary entitlements for the following:

- (a) Transfer
- (b) Promotion
- (c) Overtime Calculation
- (d) Severance Pay

- (e) Pay in Lieu of Unfulfilled Surplus Period
- (f) Demotion
- (g) Payment of unused vacation leave on layoff, resignation or retirement.

1.10 Reinstatement of the allowance ~~bonus~~

1.10.1 An employee who has ceased to receive the bilingualism **allowance** ~~bonus~~ whose position remains bilingual could become eligible again. ~~Such eligibility would require a personal commitment as well as sustained individual efforts on the part of the employee. In addition, a special measure as described in 1.11.2 will be taken by the employer in order to support the employee's commitment and efforts.~~ **Upon request from the employee, language training as described in 1.11.2 will be approved by the employer in order to support the employee's commitment and efforts.**

1.10.2 Rotational foreign service officers and other employees, while on posting abroad are excluded from those measures of reinstatement.

1.11 Reinstatement procedures

1.11.1 It is incumbent on the employee, ~~subject to the approval of the manager,~~ to determine the most appropriate way to regain ~~his/her~~ **their** knowledge of the second language.

1.11.2 Access to language training during working hours will be authorized up to a maximum of 200 hours for an employee already trained at government expense for a similar level. These hours of language training will not be calculated against the maximum number of hours allotted during an employee's career. However, this special measure can only apply once during the career of an employee for the same linguistic profile.

1.11.3 Initiatives will have to be taken by the employee who remains in the same position to use his/her knowledge of the second language in the workplace, and the employee will not be allowed to take the SLE again for the purpose of receiving the **allowance** ~~bonus~~ before one year following the date of the unsuccessful test.

1.11.4 In cases where an employee takes an SLE for a purpose other than the **allowance** ~~bonus~~ (for example, staffing) and whose test results confirm that he/she meets the language requirements of his/her substantive position, the **allowance** ~~bonus~~ will be reinstated effective from the date of test confirmation.

1.12 Language training

1.12.1 In addition to reinstatement procedures language training will be considered for:

- i. employees appointed to an indeterminate or determinate position who do not meet the language requirements of their positions on appointment;**

- ii. incumbents of unilingual positions that have been reidentified bilingual;
- iii. incumbents of bilingual positions for which the language profile has been raised;
- iv. employees identified as needing to develop or improve a second language for succession planning purposes;
- v. employees with aspirations to develop or improve a second language.

1.12.2 An employee eligible under clause 1.12.1 may request language training. A request for language training will be considered on a case-by-case basis and a decision shall be provided in writing within one (1) month of the request. In any case when reviewing a request under 1.12.1 the employer shall take into consideration diversity and staffing opportunities for equity-seeking groups. Approval shall not be unreasonably denied.

1.12.3 In the case of an employee with aspirations to develop or improve a second language the employee must attest to a capacity to attain the level of proficiency required.

1.13 Training duration and scheduling

1.13.1 Language training is to take place during normal hours of work. As such the Employer is expected to take appropriate measures to facilitate employee access to such training.

1.13.2 The number of hours of language training that shall be authorized for a candidate to reach a specific language proficiency level shall be determined according to the employer language training policy in effect at the time the collective agreement is signed.

1.13.3 The employee may request an extension if it has been demonstrated near the end of the training period that such an extension would enable the employee to successfully reach the target proficiency level.

1.13.4 Notwithstanding clause 1.13.1 language training in support of 1.12.1(v) can be taken fully or partially outside of normal hours of work if agreed to by the employee.