



Treasury Board of Canada
Secretariat

Secrétariat du Conseil du Trésor
du Canada

**EMPLOYER PROPOSALS TO DATE
FOR THE
PROGRAM AND ADMINISTRATIVE SERVICES (PA) GROUP**

**NEGOTIATIONS FOR THE RENEWAL
OF THE COLLECTIVE AGREEMENT
EXPIRING ON JUNE 20, 2025**

**Negotiator: Janet Legge
Senior Analyst: Nathalie Rodrigue
Analyst: Sarah Blanchard**

**December 4, 2025
Updated on April 28, 2026**

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INTRODUCTION

With consideration to the Government of Canada's focus on the efficient and effective use of resources, the Employer's negotiation objectives for this round of bargaining are to:

- preserve and enhance management authorities to continue to meet operational requirements, including through technology;
- exercise fiscal responsibility;
- support pay administration simplification;
- support employment equity, diversity and inclusion; and
- address departmental operating priorities.

The Government of Canada is committed to good faith negotiations towards reaching a collective agreement that is fair to employees, mindful of economic and fiscal context and reasonable for Canadians.

Without prejudice, attached are the Employer initial non-monetary proposals for the negotiation of a single collective agreement covering employees who are members of the Program and Administrative Services (PA) bargaining unit.

The Employer reserves the right to present other proposals in negotiations as well as counterproposals with respect to Bargaining Agent demands.

The Employer also proposes that provisions of the agreement which are not modified, deleted or ultimately dealt with by the parties as proposals shall be renewed with only appropriate editorial modification. Those provisions or memoranda of understanding that have expired or are set to expire upon the signing of a new collective agreement shall not be renewed, unless otherwise agreed.

Proposed changes are denoted by bold blue font (**example**) and proposed deletions are denoted by blue font and strikethrough (~~example~~).

The Employer also reserves the right to discuss monetary proposals such as rates of pay and pay notes at a later time during the negotiation process.

EDITORIAL CHANGES

To optimize time spent at the table with collective bargaining teams, the Employer proposes that editorial changes to the collective agreement be discussed by negotiators and analysts between bargaining sessions.

Given their editorial nature, any agreed-upon changes would not affect the agreement's application, scope, or value.

The Employer would provide an initial list of proposed changes to the Bargaining Agent for consideration, and the Bargaining Agent would be invited to do the same. Both parties would reserve the right to raise any of these changes during bargaining sessions, as they deem appropriate.

The parties would also reserve the right to propose additional editorial changes for discussion throughout the collective bargaining round.

Proposed editorial changes were tabled on December 4, 2025, for the Bargaining Agent's consideration.

**EDITORIAL CHANGES
GENDER-INCLUSIVE LANGUAGE**

In accordance with Appendix “E”: Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Gender-Inclusive Language, the parties, through a Joint Committee, are in the final stages of preparing a report with recommendations for integrating gender-inclusive language in collective agreements (report).

The Employer proposes that the parties develop a plan to incorporate required changes to the collective agreement secretarially. As per Appendix “E” and the report being prepared by the Joint Committee, gender-inclusive amendments shall not result in changes in application, scope or value of the agreement.

**VARIOUS ARTICLES
STAND-BY, CALL-BACK, REPORTING PAY, DESIGNATED PAID HOLIDAYS
AND TRANSPORTATION EXPENSES**

The Employer wishes to discuss these provisions to identify opportunities to simplify and clarify the language.

**VARIOUS ARTICLES
DEFINITION OF FAMILY**

The Employer wishes to discuss the definition of family to identify opportunities to simplify the language.

**ARTICLE 2
INTERPRETATIONS AND DEFINITIONS**

2.01 For the purpose of this agreement:

(...)

“continuous employment” (emploi continu)

has the same meaning as specified in the *Directive on Terms and Conditions of Employment* ~~on the date of signing of this agreement.~~

**ARTICLE 2
INTERPRETATIONS AND DEFINITIONS**

*The proposed deletion below is related to a proposal under **Article 25: Hours of work**.*

2.01 For the purpose of this agreement:

(...)

~~“time and three quarters” (tarif et trois quarts)~~

~~means one and three quarters (1 3/4) times the employee’s hourly rate of pay.~~

**ARTICLE 7
NATIONAL JOINT COUNCIL AGREEMENTS**

*The proposed addition below is related to a proposal under **Appendix D: Workforce Adjustment**.*

7.03

- a. The following directives, as amended from time to time by National Joint Council recommendation, which have been approved by the Treasury Board, form part of this agreement:

Bilingualism Bonus Directive
Commuting Assistance Directive
First Aid to the General Public: Allowance for Employees
Foreign Service Directives
Isolated Posts and Government Housing Directive
NJC Relocation Directive
Occupational Health and Safety Directive
Public Service Health Care Plan Directive
Travel Directive
Uniforms Directive
Work Force Adjustment Directive

- b. During the term of this agreement, other directives may be added to the above-noted list.

**ARTICLE 8
DENTAL CARE PLAN**

**Employer proposal regarding a single governance structure
for the Public Service Dental Care Plan (PSDCP)**

The Employer proposes to:

- Establish a single, common table for negotiating dental benefits with all bargaining agents, under the National Joint Council (NJC);
- Dissolve the PSAC Dental Board of Management; and
- Remove the dental care plan provision from PSAC collective agreements.

During this current round of collective bargaining, the Employer proposes to create a joint working group to develop a path forward. Discussions will be concurrent to collective bargaining negotiations but in a separate forum.

In March 2026, at the PSAC SV and TC tables, the Employer tabled this same proposal noting its objective of establishing this working group within 30 days of tabling.

**ARTICLE 11
CHECK-OFF**

11.02 The Alliance shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee. **In addition, the Alliance shall advise the Employer in writing at least ninety (90) calendar days prior to the effective date of any amendment to the amount of the authorized monthly deduction.**

**ARTICLE 11
CHECK-OFF**

~~11.07 The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.~~

Renumber accordingly

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

~~14.15 Leave granted to an employee under clauses 14.02, 14.09, 14.10, 14.12 and 14.13 will be with pay and the PSAC will reimburse the employer for the salary and benefit costs of the employee during the period of approved leave with pay according to the terms established by joint agreement.~~

**ARTICLE 17
DISCIPLINE**

17.05 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, **exclusive of periods of leave without pay**, provided that no further disciplinary action has been recorded during this period.

**ARTICLE 24
TECHNOLOGICAL CHANGE**

24.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than ~~one hundred and eighty (180)~~ **ninety (90)** 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.

**ARTICLE 25
HOURS OF WORK**

Excluded Provisions

~~Clauses 25.13 to 25.23 inclusive, pertaining to shift work, do not apply to employees classified as IS. In the case of employees classified as WP, these clauses apply only to employees of the Correctional Service of Canada who are employed in Community Correctional Centres and to those employed in higher security institutions in leisure, social, cultural or athletic activities as well as those who are providing Dialectical Behaviour Therapy (DBT).~~

Alternate provisions

- i. This article does not apply to certain employees classified as ST, CR and AS (see provisions of Appendix B).
- ~~ii. The standard shift schedule described in clause 25.17 does not apply to certain employees classified as WP.~~

(...)

Day work

25.06 Except as provided for in clauses 25.09, 25.10 and 25.11:

- a. the normal workweek shall be thirty-seven decimal five (37.5) hours from Monday to Friday inclusive; and
- b. the normal workday shall be seven decimal five (7.5) consecutive hours, exclusive of an unpaid meal break, between the hours of ~~7~~ **6** am and 6 pm.

(...)

25.08 Flexible hours

~~Subject to operational requirements;~~ **At the discretion of the Employer,** an employee on day work **may work** ~~shall have the right to select and request~~ flexible hours between 7 am and 6 pm **so long as the daily hours amount to seven decimal five (7.5). These hours may be non-consecutive.** ~~and such~~

~~request shall not be unreasonably denied.~~

Notwithstanding anything to the contrary contained in this agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this agreement.

25.09 Variable hours

- a. Notwithstanding the provisions of clause 25.06, **upon mutual agreement of the employee and the Employer** ~~upon request of an employee and with the concurrence of the Employer~~, an employee may complete the weekly hours of employment in a period of other than five (5) full days, provided that, over a period of up to twenty-eight (28) calendar days, the employee works an average of thirty-seven decimal five (37.5) hours per week.
- b. In every period of up to twenty-eight (28) days, the employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.
- c. Employees covered by this clause shall be subject to the variable hours of work provisions established in clauses 25.~~24~~**22** to 25.~~27~~**25**.

25.10 Summer and winter hours

The weekly and daily hours of work may be varied by the Employer following consultation with the Alliance to allow for summer and winter hours, provided the annual total of hours is not changed.

25.11

- a. Where hours of work other than those provided in clause 25.06 are in existence when this agreement is signed, the Employer, on request, will consult with the Alliance on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service.
- b. Where hours of work are to be changed so that they are different from those specified in clause 25.06, the Employer, except in cases of emergency, will consult in advance with the Alliance on such hours of work and, in such consultation, will establish that such hours are

required to meet the needs of the public and/or the efficient operation of the service. In no case shall the hours under clause 25.06 extend before 6 am or beyond 9 pm or alter the Monday to Friday workweek or the seven decimal five (7.5) consecutive hour workday, **except in cases of emergency.**

- c. Within five (5) days of notification of consultation served by either party, the parties shall notify one another in writing of the representative authorized to act on their behalf for consultation purposes. Consultation will be held at the local level for fact-finding and implementation purposes.
- d. It is understood by the parties that this clause will not be applicable in respect of employees whose workweek is less than thirty-seven decimal five (37.5) hours per week.

25.12

- a. An employee on day work whose hours of work are changed to extend before or beyond the stipulated hours of ~~7~~ **6** am and 6 pm, as provided in paragraph 25.06(b), and who has not received at least ~~seven (7) days'~~ **forty-eight (48) hours'** notice in advance of the starting time of such change shall be paid for the first (1st) day or shift worked subsequent to such change at the rate of time and one half (1 1/2) for the first seven decimal five (7.5) hours and double (2) time thereafter. Subsequent days or shifts worked on the revised hours shall be paid for at straight-time rate, subject to Article 28 (overtime).
- b. **Late-hour premium**
An employee who is not a shift worker and who completes his workday in accordance with the provisions of paragraph 25.11(b) shall receive a late-hour premium of seven dollars (\$7) per hour for each hour worked before ~~7~~ **6** am and after 6 pm. The late-hour premium shall not apply to overtime hours.

Shift work

25.13 When, because of operational requirements, hours of work are scheduled for employees on a rotating or irregular basis, they shall be

scheduled so that employees, over a period of not more than fifty-six (56) calendar days:

- a. on a weekly basis, work an average of thirty-seven decimal five (37.5) hours and an average of five (5) days;
- b. work seven decimal five (7.5) consecutive hours per day, exclusive of a one half (1/2) hour unpaid meal break;
- c. obtain an average of two (2) days of rest per week;
- d. obtain at least two (2) consecutive days of rest at any one time except when days of rest are separated by a designated paid holiday which is not worked; the consecutive days of rest may be in separate calendar weeks.

(...)

~~25.17 Except as provided for in clauses 25.22 and 25.23, the standard shift schedule is:~~

- ~~a. 12 midnight to 8 am, 8 am to 4 pm, and 4 pm to 12 midnight or, alternatively,~~
- ~~b. 11 pm to 7 am, 7 am to 3 pm, and 3 pm to 11 pm.~~

Alternate provision

~~For employees of the Correctional Service of Canada classified as WP employed in Community Correctional Centres and those employed in higher security institutions in leisure, social, cultural or athletic activities, shifts shall not commence earlier than 7 am or end later than 11 pm.~~

~~25.18~~ 17 A specified unpaid meal break shall be scheduled as close to the midpoint of the shift as possible. It is also recognized that the unpaid meal break may be staggered for employees on continuous operations. However, the Employer will make every effort to arrange unpaid meal breaks at times convenient to the employees.

25.1918

- a. Where an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:
 - i. on the day it commenced, where half (1/2) or more of the hours worked fall on that day; or
 - ii. on the day it terminates, where more than half (1/2) of the hours worked fall on that day.

- b. Accordingly, the first (1st) day of rest will be considered to start immediately after midnight of the calendar day on which the employee worked or is deemed to have worked his or her last scheduled shift, and the second (2nd) day of rest will start immediately after midnight of the employee's first (1st) day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

25.2019

- a. An employee who is required to change his or her scheduled hours of work/shift without receiving at least ~~seven (7) days'~~ **forty-eight (48) hours'** notice in advance of the starting time of such change in his or her schedule shall be paid for the first (1st) day or shift worked on the revised schedule at the rate of time and one-half (1 ½) for the first (1st) seven decimal five (7.5) hours and double (2) times thereafter. Subsequent day or shifts worked on the revised schedule shall be paid at the straight-time rate, subject to Article 28, Overtime.

- b. Every reasonable effort will be made by the Employer to ensure that the employee returns to his or her original shift schedule and returns to his or her originally scheduled days of rest for the duration of the master shift schedule without penalty to the Employer.

25.2120 Provided sufficient advance notice is given, the Employer may:

- a. authorize employees to exchange shifts if there is no increase in cost to the Employer; and
- b. notwithstanding the provisions of paragraph 25.13(d), authorize employees to exchange shifts for days of rest if there is no increase in cost to the Employer.

25.22

- ~~a. Where shifts other than those provided in clause 25.17 are in existence when this agreement is signed, the Employer, on request, will consult with the Alliance on such hours of work and, in such consultation, will establish that such shifts are required to meet the needs of the public and/or the efficient operation of the service.~~
- ~~b. Where shifts are to be changed so that they are different from those specified in clause 25.17, the Employer, except in cases of emergency, will consult in advance with the Alliance on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service.~~
- ~~c. Within five (5) days of notification of consultation served by either party, the parties shall notify one another in writing of the representative authorized to act on their behalf for consultation purposes. Consultation will be held at the local level for fact-finding and implementation purposes.~~

25.2321 Variable shift schedule arrangements

- a. Notwithstanding the provisions of clauses 25.06 and 25.13 to **25.2220** inclusive, consultation may be held at the local level with a view to establishing shift schedules which may be different from those established in clauses 25.13 ~~and 25.17~~. Such consultation will include all aspects of arrangements of shift schedules.
- b. Once a mutually acceptable agreement is reached at the local level, the proposed variable shift schedule will be submitted at the

respective Employer and Alliance headquarters levels before implementation **for information purposes**.

- c. Both parties will endeavour to meet the preferences of the employees in regard to such arrangements.
- d. It is understood that the flexible application of such arrangements must not be incompatible with the intent and spirit of provisions otherwise governing such arrangements. Such flexible application of this clause must respect the average hours of work over the duration of the master schedule and must be consistent with operational requirements as determined by the Employer.
- e. Employees covered by this clause shall be subject to the provisions respecting variable hours of work established in clauses 25.2422 to 25.2725 inclusive.

Terms and conditions governing the administration of variable hours of work

25.2422 The terms and conditions governing the administration of variable hours of work implemented pursuant to clauses 25.09, 25.10 and 25.2321 are specified in clauses 25.2422 to 25.2725 inclusive. This agreement is modified by these provisions to the extent specified herein.

25.2523 Notwithstanding anything to the contrary contained in this agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this agreement.

25.2624

- a. The scheduled hours of work of any day as set forth in a variable schedule specified in clause 25.2422 may exceed or be less than seven decimal five (7.5) hours; starting and finishing times, unpaid meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer; and the daily hours of work shall be consecutive.

- b. Such schedules shall provide for an average of thirty-seven decimal five (37.5) hours of work per week over the life of the schedule.
 - i. The maximum life of a shift schedule shall be six (6) months.
 - ii. The maximum life of other types of schedule shall be twenty-eight (28) days except when the normal weekly and daily hours of work are varied by the Employer to allow for summer and winter hours in accordance with clause 25.10, in which case the life of a schedule shall be one (1) year.
 - iii. The maximum life of a schedule for officers working for the Canadian Pari-Mutuel Agency shall be one (1) year.
- c. Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

25.2725 Specific application of this agreement

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

a. Interpretation and definitions (clause 2.01)

“Daily rate of pay” shall not apply.

b. Minimum number of hours between shifts

Paragraph 25.14(a), relating to the minimum period between the termination and commencement of the employee’s next shift, shall not apply.

c. Late-Hour Premium (25.12 b))

The late-hour premium shall not apply to employees working variable hours.

d. ~~e~~ Exchange of shifts (clause 25.2120)

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

~~d. Overtime (clauses 28.05 and 28.06)~~

~~Overtime shall be compensated for all work performed in excess of an employee's scheduled hours of work on regular working days or on days of rest at time and three quarters (1 3/4).~~

e. Designated paid holidays (clause 30.08)

- i. A designated paid holiday shall account for seven decimal five (7.5) hours.
- 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 or her regular scheduled hours worked and at double (2) time for all hours worked in excess of his or her regular scheduled hours.

f. Travel

Overtime compensation referred to in clause 32.06 shall only be applicable on a workday for hours in excess of the employee's daily scheduled hours of work.

g. Acting

pay

The qualifying period for acting pay as specified in paragraph 67.07(a) shall be converted to hours.

h. Leave

- i. Earned leave credits or other leave entitlements shall be equal to seven decimal five (7.5) hours per day.
- ii. When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.

**ARTICLE 27
SHIFT AND WEEKEND PREMIUMS**

27.01 Shift premium

An employee working shifts will receive a shift premium of two dollars and twenty-five cents (\$2.25) per hour for all **regularly scheduled** hours worked; ~~including overtime hours~~, between 4 pm and 8 am. The shift premium will not be paid for hours worked between 8 am and 4 pm.

27.02 Weekend premium

- a. An employee working shifts during a weekend will receive an additional premium of two dollars and twenty-five cents (\$2.25) per hour for all **regularly scheduled** hours worked, ~~including overtime hours~~, on Saturday and/or Sunday.
- b. (...)

**ARTICLE 28
OVERTIME**

*The Employer seeks to move this language to **Article 67, pay administration.***

28.03 General

- a. An employee is entitled to overtime compensation under clauses 28.05 and 28.06 for each completed period of fifteen (15) minutes of overtime worked by him or her when:
 - i. the overtime work is authorized in advance by the Employer or is in accordance with standard operating instructions; and
 - ii. the employee does not control the duration of the overtime work.
- b. Employees shall record starting and finishing times of overtime work in a form determined by the Employer.
- c. For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.
- ~~d. Payments provided under the overtime, designated paid holidays and standby provisions of this agreement shall not be pyramided, that is, an employee shall not be compensated more than once for the same service.~~

**ARTICLE 28
OVERTIME**

28.06 Overtime compensation on a day of rest

Subject to paragraph 28.03(a):

- a. An employee who is required to work on a first (1st) day of rest is entitled to compensation at time and one half (1 1/2) for the first (1st) seven decimal five (7.5) hours and double (2) time thereafter.
- b. An employee who is required to work on a second (2nd) or subsequent day of rest is entitled to compensation at double (2) time **provided that the employee also worked on the first day of rest** (second or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest).
- c. When an employee is required to report for work and reports on a day of rest, the employee shall be paid the greater of:
 - i. compensation equivalent to three (3) hours' pay at the applicable overtime rate for each reporting, to a maximum of eight (8) hours' compensation in an eight (8) hour period; or
 - ii. compensation at the applicable overtime rate.
- d. The minimum payment referred to in subparagraph (c)(i) does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 65.05.

**ARTICLE 28
OVERTIME**

28.09 Meals

- a. An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed his or her expenses for one meal in the amount of 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 in paragraph (a), the employee shall be reimbursed for one additional meal in the amount of twelve dollars (\$12) for each additional four (4) hour period of overtime worked thereafter except where free meals are provided.
- c. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.
- d. Meal allowances under this clause shall not apply:
 - i. to an employee who is in travel status, which entitles the employee to claim expenses for lodging and/or meals;
or
 - ii. to an employee who has obtained authorization to work at the employee's residence **or at another place to which the Employer agrees.**

**ARTICLE 29
STANDBY**

29.02

- a. An employee designated **in writing** ~~by letter or by list~~ for standby duty shall be available during his or her period of standby at a known telephone number, **email address and/or other method of communication** and be available to return for duty as quickly as possible if **contacted** ~~called~~.
- b. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.
- c. No standby payment shall be granted if an employee is unable to report for duty when required.
- d. An employee on standby who is required to report for work and reports shall be compensated in accordance with clause 28.05(c) or 28.06(c), and is also eligible for reimbursement of transportation expenses in accordance with clause 28.10.

**ARTICLE 30
DESIGNATED PAID HOLIDAYS**

(...)

30.02 Subject to clause 30.03, 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. Canada Day;
- f. Labour Day;
- g. National Day for Truth and Reconciliation
- h. the day fixed by proclamation of the Governor in Council as a general day of thanksgiving;
- i. Remembrance Day;
- j. Christmas Day;
- k. Boxing Day;
- l. one additional day in each year that, in the opinion of the Employer, 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 Employer, no such additional day is recognized as a provincial or civic holiday, the first (1st) Monday in August;
- m. one additional day when proclaimed by an act of Parliament as a national holiday.

For greater certainty, employees who do not work on a designated paid holiday are entitled to seven decimal five (7.5) hours pay at the straight-time rate.

30.03 An employee absent without pay on both his or her full working day immediately preceding and his or her full working day immediately following a designated holiday is not entitled to pay for the holiday except in the case of an employee who is granted leave without pay under the provisions of Article 14 (leave with or without pay for Alliance business).

30.04 Designated holiday coinciding with a day of paid leave

Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day, **up to 7.5 hours pay at the straight-time rate**, shall count as a holiday and not as a day of leave.

**ARTICLE 30
DESIGNATED PAID HOLIDAYS**

Work performed on a designated holiday

30.06 Where operational requirements permit, the Employer ~~shall~~ **will** **endeavour** not **to** schedule an employee to work on both December 25 and January 1 in the same holiday season.

**ARTICLE 30
DESIGNATED PAID HOLIDAYS**

30.08

- a. When an employee works on a holiday, he or she shall be paid time and one half (1 1/2) for all hours worked up to seven decimal five (7.5) hours and double (2) time thereafter, in addition to the pay that the employee would have been granted had he or she not worked on the holiday;

or
- b. upon request and with the approval of the Employer, the employee may be granted:
 - i. a day of leave with pay (straight-time rate of pay) at a later date in lieu of the **pay that the employee would have been granted had he or she not worked on the** holiday;
and
 - ii. pay at one and one half (1 1/2) times the straight-time rate of pay for all hours worked up to seven decimal five (7.5) hours;
and
 - iii. pay at two (2) times the straight-time rate of pay for all hours worked by him or her on the holiday in excess of seven decimal five (7.5) hours.
- c. Notwithstanding paragraphs (a) and (b), when an employee works on a holiday contiguous to a day of rest on which he or she also worked and received overtime in accordance with paragraph 28.06(b), he or she shall be paid, in addition to the pay that he or she would have been granted had he or she not worked on the holiday, two (2) times his or her hourly rate of pay for all time worked.
- d. Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request:

- i. When, in a fiscal year, an employee has not been granted all of his or her lieu days as requested by him or her, at the employee's request, such lieu days shall be carried over for one (1) year.
- ii. In the absence of such request, unused lieu days shall be paid off at the employee's straight-time rate of pay in effect when the lieu day was earned.

**ARTICLE 32
TRAVELLING TIME**

32.07

- a. Upon request of an employee and with the approval of the Employer, compensation at the overtime rate earned under this article may be granted in compensatory leave with pay: **and if such, the leave would be subject to paragraphs 28.08 (c) and (d).**

- ~~b. Compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid for at the employee's hourly rate of pay, as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position at the end of the twelve (12) month period.~~

**ARTICLE 34
VACATION LEAVE WITH PAY**

Scheduling of vacation leave with pay

34.05

- a. Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- b. Vacation scheduling:
 - i. Employees will submit their annual leave requests for the summer leave period on or before April 15, and on or before September 15 for the winter leave period. The Employer will respond to such requests no later than May 1, for the summer leave period and no later than October 1, for the winter holiday season leave period.
 - ii. Notwithstanding the preceding paragraph, with the agreement of the Alliance, departments may alter the specified submission dates for the leave requests. If the submission dates are altered, the Employer must respond to the leave request 15 days after such submission dates.
 - iii. The summer and winter holidays periods are:
 - for the summer leave period, between June 1 and September 30;
 - for the winter holiday season leave period, from December 1 to March 31.
 - ~~iv. In cases where there are more vacation leave requests for a specific period than can be approved due to operational requirements, years of service as defined in clause 34.03 of the agreement, shall be used as the determining factor for granting such requests. For summer leave requests, years of service shall be applied for a maximum of two weeks per employee in order to ensure that as many employees as possible might take annual leave during the summer months.~~
 - ~~v. Years of service as defined in clause 34.03 shall be used as the determining factor for granting requests only when the leave request plus any scheduled days of rest and/or designated~~

~~paid holidays total seven (7) or more consecutive calendar days off.~~

~~vi.~~ **iv.** Requests submitted after April 15 for the summer leave period and on September 15 for the winter leave period shall be dealt with on a first (1st) come first (1st) served basis.

c. (...)

ARTICLE 38
MATERNITY LEAVE WITHOUT PAY

38.02 Maternity allowance

(...)

- c. Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
 - i. where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of 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,
and
 - ii. for each week the employee receives a maternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate **(and the recruitment and retention “terminable allowance” if applicable)** and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period,
and
 - iii. where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week, ninety-three per cent (93%) of her weekly rate of pay for each week **(and the recruitment and retention “terminable allowance” if applicable)**, less any other monies earned during this 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 her substantive level to which she is appointed.
- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate **(and the recruitment and retention “terminable allowance” if applicable)** she was being paid on that day.

(...)

38.03 Special maternity allowance for totally disabled employees

- a. An employee who:
 - i. fails to satisfy the eligibility requirement specified in subparagraph 38.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance or Quebec Parental Insurance Plan maternity benefits, and
 - ii. has satisfied all of the other eligibility criteria specified in paragraph 38.02(a), other than those specified in sections (A) and (B) of subparagraph 38.02(a)(iii),

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of her weekly rate of pay **(and the recruitment and retention “terminable allowance” if applicable)** and the gross amount of her weekly disability benefit under the DI Plan, the LTD plan or through the *Government Employees Compensation Act*.

ARTICLE 40

PARENTAL LEAVE WITHOUT PAY

40.02 Parental allowance

(...)

Parental allowance administration

(...)

Option 2 – Extended parental allowance

l. Parental allowance payments made in accordance with the SUB Plan will consist of the following:

- i. (...)
- ii. (...)
- iii. where an employee has received the full sixty-one (61) weeks of parental benefits under the Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 38.02(c)(iii) for the same child.
- iv. where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 38.02(c)(iii) **and 40.02(l)(iii)** for the same child;

(...)

40.03 Special parental allowance for totally disabled employees

- a. An employee who:
- i. fails to satisfy the eligibility requirement specified in subparagraph 40.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or through the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance or Quebec Parental Insurance Plan benefits, and
 - ii. has satisfied all of the other eligibility criteria specified in paragraph 40.02(a), other than those specified in sections (A) and (B) of subparagraph 40.02(a)(iii),

shall be paid, in respect of each week of benefits under the **standard** parental allowance, **as specified under paragraphs 40.02 (c) to (k)**, not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay (**and the recruitment and retention "terminable allowance" if applicable**) and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD plan or through the *Government Employees Compensation Act*.

(...)

ARTICLE 41
LEAVE WITHOUT PAY FOR CARE OF FAMILY

41.03 At the discretion of the Employer, Aan employee ~~shall~~ **may** be granted leave without pay for the care of family in accordance with the following conditions:

- a. an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
- b. leave granted under this article shall be for a minimum period of three (3) weeks;
- c. the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the public service;
- ~~d. leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery;~~
- d. an employee who requests leave during the summer leave period shall submit their leave request on or before April 15, unless urgent or unforeseeable circumstances arise. The summer leave period is defined as between June 1 and September 30.**

ARTICLE 44

LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

44.03 Subject to clause 44.02, the Employer shall grant the employee leave with pay under the following circumstances:

- a. **An employee is expected to make every reasonable effort to schedule medical or dental appointments for family members to minimize or preclude their absence from work; however, when alternate arrangements are not possible an employee shall be granted leave for a medical or dental appointment when the family member is incapable of attending the appointment by themselves to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible; An employee requesting leave under this provision must notify their supervisor of the appointment as far in advance as possible;**
- b. (...)

**ARTICLE 45
LEAVE WITHOUT PAY FOR PERSONAL NEEDS**

45.01 Leave without pay will be granted for personal needs in the following manner:

- a. subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- b. subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
- c. an employee is entitled to leave without pay for personal needs only once under each of paragraphs (a) and (b) during the employee's total period of employment in the public service. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer;-
- d. an employee shall notify the Employer in writing as far in advance as possible but not less than eight (8) weeks in advance of the commencement date of such leave, unless, because of an urgent or unforeseeable circumstance, such notice cannot be given.**

**ARTICLE 46
LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE**

46.01

- a.** At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse or common-law partner is permanently relocated and up to five (5) years to an employee whose spouse or common-law partner is temporarily relocated.
- b.** **An employee shall notify the Employer in writing as far in advance as possible but not less than eight (8) weeks in advance of the commencement date of such leave, unless, because of an urgent or unforeseeable circumstance, such notice cannot be given.**

**ARTICLE 48
COURT LEAVE**

48.01 The Employer shall grant leave with pay to an employee for the period of time he or she is compelled:

- a. to be available for jury selection;
- b. to serve on a jury;
- c. by subpoena, summons or other legal instrument, to attend as a witness in any proceeding, **except for a proceeding in which the employee is a party**, held:
 - i. in or under the authority of a court of justice or before a grand jury;
 - ii. before a court, judge, justice, magistrate or coroner;
 - iii. before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position;
 - iv. before a legislative council, legislative assembly or house of assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
or
 - v. before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

**ARTICLE 52
EXAMINATION LEAVE WITH PAY**

52.01 At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work. **Such leave will only be granted where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve his or her qualifications.**

**ARTICLE 60
CALL CENTRE EMPLOYEES**

60.03 Call monitoring is intended to improve performance by providing guidance and feedback to the employee and ~~shall not be used for disciplinary purposes~~ **shall not be undertaken for disciplinary purposes but does not preclude management from using it when misconduct has occurred during a call.**

**ARTICLE 62
CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE**

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

- ~~• *Public Service Superannuation Act*~~
- ~~• *Public Service Disability Insurance Plan*~~
- ~~• *Canada Pension Plan*~~
- ~~• *Québec Pension Plan*~~
- ~~• *Employment Insurance*~~
- ~~• *Government Employees Compensation Act*~~
- ~~• *Flying Accidents Compensation Regulations*~~

**ARTICLE 67
PAY ADMINISTRATION**

*This proposed deletion below is related to the proposal regarding **Appendix H, Memorandum of Understanding Salary Protection: Red Circling.***

~~67.05 This article is subject to the memorandum of understanding dated February 9, 1982, signed by the Employer and the Alliance, in respect of red-circled employees.~~

**ARTICLE 67
PAY ADMINISTRATION**

The Employer is proposing to move content of paragraph 28.03 d) under Article 67.

67.09 Payments provided under the overtime, designated paid holidays and standby provisions of this agreement shall not be pyramided, that is, an employee shall not be compensated more than once for the same service.

**ARTICLE 69
DURATION**

69.01 This agreement shall expire on June 20, 2025.

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

- a. The effective dates for economic increases will be specified in this collective agreement. Other provisions of this collective agreement shall become effective as follows:**
 - i. All components of this collective agreement unrelated to pay administration will come into force on signature of this collective agreement unless otherwise expressly stipulated.**
 - ii. Changes to existing and new compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one hundred and eighty (180) days after signature of this collective agreement, on the date at which prospective elements of compensation increases will be implemented under subparagraph (b)(i).**
 - iii. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid as per the previous provisions until changes come into force as stipulated in subparagraph (a)(ii).**
- b. This collective agreement will be implemented over the following time frames:**
 - i. The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one hundred and eighty (180) days after signature of this**

collective agreement where there is no need for manual intervention.

- ii. Retroactive amounts payable to employees will be implemented within one hundred and eighty (180) days after signature of this collective agreement where there is no need for manual intervention.
- iii. Prospective compensation increases and retroactive amounts that require manual intervention will be implemented within four hundred and sixty (460) days after signature of this collective agreement.

c. Provisions applicable to the Royal Canadian Mounted Police (RCMP) Civilian Members only:

- i. Rates of pay shall be implemented within one hundred and eighty (180) days of the date of signature of this collective agreement.
- ii. The Employer shall make its best efforts to implement this collective agreement in accordance with the specified timelines outlined in paragraph b) above. Should compliance with the timelines not be possible, the Employer shall inform the Alliance, as required, and the parties will consult on any amended timelines.

**APPENDIX D
WORKFORCE ADJUSTMENT**

The Employer proposes to delete the content of Appendix D and to reserve it for future use.

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

**~~Memorandum of Understanding Between the Treasury Board and the
Public Service Alliance of Canada with Respect to Implementation of the
Collective Agreement~~**

~~Notwithstanding the provisions of clause 67.03 on the calculation of retroactive payments and clause 69.02 on the collective agreement implementation period, this memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada regarding a modified approach to the calculation and administration of retroactive payments for the current round of negotiations:~~

- ~~1.—The effective dates for economic increases will be specified in the collective agreement. Other provisions of the collective agreement will be effective as follows:
 - ~~a.—All components of the agreement unrelated to pay administration will come into force on signature of this agreement unless otherwise expressly stipulated.~~
 - ~~b.—Changes to existing and new compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one hundred and eighty (180) days after signature of this agreement, on the date at which prospective elements of compensation increases will be implemented under 2.a).~~
 - ~~c.—Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid as per the previous provisions until changes come into force as stipulated in 1.b).~~~~
- ~~2.—The collective agreement will be implemented over the following time frames:~~

- a.—~~The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one hundred and eighty (180) days after signature of this agreement where there is no need for manual intervention.~~
- b.—~~Retroactive amounts payable to employees will be implemented within one hundred and eighty (180) days after signature of this agreement where there is no need for manual intervention.~~
- c.—~~Prospective compensation increases and retroactive amounts that require manual processing will be implemented within four hundred and sixty (460) days after signature of this agreement.~~

3.—Employee recourse

- a.—~~Employees in the bargaining unit for whom this collective agreement is not fully implemented within one hundred and eighty (180) days after signature of this collective agreement will be entitled to a lump sum of two hundred dollars (\$200) non-pensionable amount when the outstanding amount owed after one hundred and eighty-one (181) days is greater than five hundred dollars (\$500). This amount will be included in their final retroactive payment.~~
- b.—~~Employees will be provided a detailed breakdown of the retroactive payments received and may request that the compensation services of their department or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the Alliance regarding the format of the detailed breakdown.~~
- c.—~~In such a circumstance, for employees in organizations serviced by the Public Service Pay Centre, they must first complete a Phoenix feedback form indicating what period they~~

~~believe is missing from their pay. For employees in organizations not serviced by the Public Service Pay Centre, employees shall contact the compensation services of their department.~~

Reserve Appendix F for future use.

APPENDIX G

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

**Memorandum of Understanding Between the Treasury Board and the
Public Service Alliance of Canada with Respect to Occupational Group
Structure Review and Classification Reform**

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

Notwithstanding that classification is an exclusive Employer authority as recognized in the *Financial Administration Act* and that the review and redesign of the PA occupational group structure has been completed and approved, the Employer is committed to continuing with meaningful consultation with the Alliance on implementation (ie. conversion) of the restructured PA Occupational Group, with an objective of negotiating new pay lines for the new job evaluation standards in the subsequent collective agreement.

Reserve Appendix G for future use.

**APPENDIX H
MEMORANDUM OF UNDERSTANDING SALARY PROTECTION: RED
CIRCLING**

General

(...)

Part I

(...)

Part II

~~Part II of the memorandum of understanding shall apply to incumbents of positions who are in holding rates of pay on the date this memorandum of understanding becomes effective:~~

- ~~1.—An employee whose position has been downgraded prior to the implementation of this memorandum and is being paid at a holding rate of pay on the effective date of an economic increase and continues to be paid at that rate on the date immediately prior to the effective date of a further economic increase, shall receive a lump-sum payment equal to 100% of the economic increase for the employee's former group and level (or where a performance pay plan applied to the incumbent, the adjustment to the attainable maximum rate of pay) calculated on his annual rate of pay.~~
- ~~2.—An employee who is paid at a holding rate on the effective date of an economic increase, but who is removed from that holding rate prior to the effective date of a further economic increase by an amount less than he would have received by the application of paragraph 1 of Part II, shall receive a lump-sum payment equal to the difference between the amount calculated by the application of paragraph 1 of Part II and any increase in pay resulting from his removal from the holding rate.~~

~~Signed at Ottawa, this 9th day of the month of February 1982:~~

This memorandum of understanding expires on the same date as the collective agreement.

**APPENDIX K
MEMORANDUM OF AGREEMENT
WITH RESPECT TO IMPLEMENTATION OF UNION LEAVE**

**Memorandum of Agreement with Respect to
Implementation of Union Leave**

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

The elements of the new system are as follows:

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

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

Notwithstanding anything else in this agreement, and as an overarching principle, it will not include costs for benefits that would otherwise be paid by the Employer during an equivalent period of leave without pay. The consequences of the implementation of clause 14.15 will be cost neutral for the Employer in terms of compensation costs, and will confer neither a substantial financial benefit, nor a substantially increased cost, on the Employer.

A joint committee consisting of an equal number of Union and Employer representatives will be struck to resolve matters related to the

~~implementation this new program, including, but not limited to, invoices, accounting and the manner of the transaction.~~

~~The Joint Committee's principal work will relate to:~~

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

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

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

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

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

Reserve Appendix K for future use.

APPENDIX P

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD
AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO PAY
SIMPLIFICATION SOLUTIONS**

The purpose of this memorandum of understanding (MOU) is to confirm the parties' commitment to ongoing collaboration with regards to the identification of human resources (HR) and pay administration simplification solutions. The parties recognize that this exercise, may extend beyond the conclusion of negotiations for the current collective agreement.

Given the parties' shared commitment to these ongoing efforts, they may, by mutual consent, avail themselves of Article 68 should a revision be necessary to support one (1) or more solutions.

Efforts to identify human resources (HR) and pay administration simplification solutions will continue to focus on topics including but not limited to:

- acting administration;
- liquidation of leave;
- retroactive payments;
- allowances;
- general definitions;
- annual rates of pay;
- extra duty pay;
- union dues.

This MOU expires on the expiry date of this collective agreement, or upon implementation of ~~the Next Generation HR~~ **a new integrated human resources** and pay system, whichever comes first, unless otherwise agreed by the parties.