



TREASURY BOARD NEGOTIATIONS 2025

Program and Administrative Services (PA)

April 7, 2026

PART I

BARGAINING PROPOSALS

This document represents bargaining proposals of the Public Service Alliance of Canada for this round of negotiations for the Program and Administrative Services (PA) Group. 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 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 Public Service Alliance of Canada reserves the right to introduce a comprehensive wage proposal 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.

RESERVE:

Housekeeping/editorial changes including but not limited to gender inclusive language.

ARTICLE 10 INFORMATION

10.01 The Employer agrees to ~~supply~~ **collect and share with** the Alliance ~~each quarter with the name, geographic location and classification of each new employee.~~ **the following information of each employee on a quarterly basis:**

- a. Full Name
- b. Individual Agency Number (IAN)
- c. Position information as follows:
 - a. Effective date
 - b. Job title
 - c. Job Classification
 - d. Employment Status
 - e. Department
 - f. Sub-Department
 - g. Physical location associated with the position – civic address of specific building, office, or location of work
 - h. Personal phone number
 - i. Personal home address
 - j. Personal email address

10.02 New employees shall, within fifteen (15) business days from hiring, be provided by the employer with a link to an online form that populates a PSAC secured database in order for the Alliance to collect their personal contact information.

~~10.02~~ **10.03** Employees of the bargaining unit will be given electronic access to the collective agreement. Where access to the agreement is deemed unavailable or impractical by an employee, the employee will be supplied with a printed copy of the agreement upon request once during the life of the current collective agreement.

ARTICLE 13 EMPLOYEE REPRESENTATIVES

13.01 The Employer acknowledges the right of the Alliance to appoint or otherwise select ~~its employees~~ as representatives.

13.02 The Alliance and the Employer shall endeavour in consultation to determine the jurisdiction of each representative, having regard to the plan of organization, the number and distribution of employees at the workplace and the administrative structure implied by the grievance procedure. Where the parties are unable to agree in consultation, then any dispute shall be resolved by the grievance/adjudication procedure.

13.03 The Alliance shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 13.02.

13.04

- a. A representative shall ~~obtain~~ **be granted** the permission of his or her immediate supervisor before leaving his or her work to investigate employee complaints ~~of an urgent nature~~, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his or her supervisor before resuming his or her normal duties.
- b. Where practicable, when management requests the presence of an Alliance representative at a meeting, such request will be communicated to the employee's supervisor.
- c. An employee shall not suffer any loss of pay when permitted to leave his or her work under paragraph (a).

13.05 The Alliance shall have the opportunity to have an employee representative introduced to new employees as part of the Employer's ~~formal~~ orientation programs, where they exist, **or within 15 business days from hiring where they don't exist.**

ARTICLE 14 LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

The Union reserve the right to table further proposals under Article 14.

Board of Directors meetings, Executive Board meetings, conventions, conferences, and committee meetings and other Alliance activities

14.12 ~~Subject to operational requirements, the~~ The Employer shall grant leave without pay to a reasonable number of employees to attend:

- a. meetings of the Board of Directors of the Alliance,
- b. meetings of the National Executive of the components,
- c. Executive Board meetings of the Alliance,
- d. conventions and conferences of the Alliance, the components, the Canadian Labour Congress and the territorial and provincial federations of labour, and
- e. Alliance recognized committee meetings of the Alliance, the components, the Canadian Labour Congress and the territorial and provincial federations of labour.

14.13 When such a request is made to an authorized manager, the Employer will grant leave without pay to an employee designated by the Alliance to take part in a union activity other than those listed above. This leave will be granted except in exceptional situations. If the leave request is not made at least ten (10) days in advance, it may be denied, subject to operational requirement.

Training courses for individuals designated by the Alliance
Representatives' training courses

14.14 14.13

When operational requirements permit, the Employer will grant leave without pay to employees **who have been designated by the Alliance to attend training courses related to union activities** ~~who exercise the authority of a representative on behalf of the Alliance to undertake training related to the duties of a representative.~~

Leave for elected full-time officials of the Alliance

14.15-14.14

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

14.16

At the end of such leave or at any time during the leave, the employer shall, on thirty (30) days notice, return the employee to the position, worksite and employment status that they held immediately before the leave.

14.17

Where the position no longer exists, employment will be provided at the same group and level at the previous workplace site where the elected representative's substantive position was based. Where the worksite no longer exists, employment shall be provided at the closest worksite to the worksite the employee occupied at the commencement of leave.

Notwithstanding the above, in the event that the employee has relocated during the course of their leave, at the request of the employee, equivalent employment shall be sought at the employee's new location.

14.18

Training required to assist the employee in returning to their position following their leave shall be provided by the employer, and employees shall be compensated, at their regular rate, for all time spent in training.

14.19 14.15

Leave granted to an employee under clauses 14.02, 14.09, 14.10, 14.12 and **14.14** ~~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.

Travel time

14.20 Leave granted under article 14 will also include reasonable travel time.

ARTICLE 17 DISCIPLINE

NEW 17.01 It is recognized by the Parties that discipline should normally be progressive and the aim is that of correction. Discipline will be applied fairly and for just cause.

~~17.01~~

17.02 When an employee is suspended from duty or terminated in accordance with paragraph 12(1)(c) of the Financial Administration Act, the Employer undertakes to notify the employee in writing of the reason for such suspension or termination. The Employer shall endeavour to give such notification at the time of suspension or termination.

~~17.02~~

17.03 When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary, **administrative, or investigative** hearing concerning him or her or to render a disciplinary decision concerning him or her, the employee **will be provided with a written summary and any supporting documents that will be relied upon or referred to during the meeting** and is entitled to have, at his or her request, a representative of the Alliance attend the meeting. **The representative may participate in good faith in the discussion and contribute to the clarification of the situation.** Where practicable, the employee shall receive a minimum of two (2) days' notice of such a meeting.

NEW 17.04 Reasonable effort shall be made to ensure that any disciplinary investigation, administrative investigation or any other form of investigation subject to this article will be conducted in a reasonable length of time.

~~17.03~~

17.05 The Employer shall notify the local representative of the Alliance as soon as possible that such suspension or termination has occurred.

~~17.04~~

17.06 The Employer 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.

~~17.05~~

17.07 Any document or written statement related to disciplinary **or administrative** action which may have been placed on the personnel file of an employee shall be destroyed after ~~two (2) years~~ **one (1) year** has elapsed since **the date on which the incident which gave rise to the disciplinary action was taken took place**, provided that no further **related** disciplinary action has been recorded during this period.

NEW 17.08 No employee shall suffer any loss in compensation or benefits they would have ordinarily received as a result of being subject to an investigation or any action taken by the employer during the investigative process. They will remain on leave with pay until such time as the investigation has concluded and the employee has received the result of the investigation.

ARTICLE 19

NO DISCRIMINATION

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

19.02 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.

19.03 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.

19.04 When the Employer becomes aware of discrimination, harassment and/or violence in the workplace, whether as a result of observation, the employer being made aware or as a result of a notice of occurrence or complaint by an employee or a grievance, the Employer shall immediately undertake an initial review of the occurrence. If the occurrence is not resolved, an investigation of the occurrence must be carried out.

~~19.04~~ **19.05** The Employer shall provide the complainant(s) and/or respondent(s) with an official copy of the investigation report, subject to **any restriction pursuant to** the Access to Information Act and the Privacy Act.

19.06 The Employer shall track all reported incidents of discrimination, including how they were addressed and provide an annual report to the Alliance.

Training

19.07 On an annual basis, the Employer shall provide mandatory qualified instructor led, facilitated and interactive training to all employees regarding anti-oppression and discrimination and intersectionality. Such training shall include information about relevant policies, processes, the applicable legislation, regulations, specific to the culture, conditions and activities of the workplace, and complaint mechanisms. Time spent in training shall be considered as time worked.

ARTICLE 20

SEXUAL HARASSMENT AND ABUSE OF AUTHORITY

20.01 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 be prevented and** will not be tolerated in the workplace.

Definitions:

- a) **Harassment and violence includes any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation, or other physical or psychological injury, or illness to an employee, their dignity or their reputation, including any prescribed action, conduct or comment. Harassment can also be expressed on the basis of the prohibited ground of discrimination as defined in article 19.01.**

- 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.**

20.02 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.

20.03 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.

20.04 The Employer shall provide the complainant(s) and/or respondent(s) with an official copy of the investigation report, subject to **any restriction pursuant** to the *Access to Information Act* and the *Privacy Act*.

Training

20.05 On an annual basis, the Employer shall provide mandatory qualified instructor led, facilitated and interactive training to all employees regarding harassment, sexual harassment, violence in the workplace, and intersectionality. Such training shall include information about relevant policies, processes, the applicable legislation, regulations, be specific to the culture, conditions and activities of the workplace, the relationship between work place harassment and violence and the prohibited grounds of discrimination set out in subsection 3(1) of the Canadian Human Rights Act, the regulations and available complaint mechanisms. Time spent in training shall be considered as time worked.

ARTICLE 23 JOB SECURITY

23.01 Subject to the willingness and capacity of individual employees to **be trainable and willing to either telework or relocate** ~~accept relocation and retraining~~, the Employer will ~~make every reasonable effort~~ to ensure that any reduction in the workforce will be accomplished through attrition.

~~23.02 Through Labour Management Consultation Committees, or through another forum as agreed upon by both parties, departmental and Alliance representatives shall meet to discuss and exchange on issues associated with contracting out, such as but not limited to, the influence on working conditions, complexity of tasks, information on contractors in the workplace, future resource and service requirements, skills inventories, knowledge transfer, position vacancies, workload, and managed services.~~

~~23.03 Where practicable and when indeterminate employees are affected by workforce adjustment situations, and provided the employee is capable of performing the necessary work, preference shall be given to their retention over re-engaging a contractor.~~

23.02 Only members of the bargaining unit shall perform work of the bargaining unit, except by explicit mutual agreement in writing between the Union and the Employer.

23.03 The employer shall bring all currently sub-contracted bargaining unit work back into the bargaining unit. The parties shall meet within ninety (90) days of ratification to ensure full compliance with this Article.

23.04 Where a person 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.

23.05 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 indeterminate status.

ARTICLE 24 TECHNOLOGICAL CHANGE

24.03 Both parties recognize the ~~overall~~ **potential** advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. **Technological change as defined by Article 24.02 shall be used to augment, not replace, the work performed by employees.**

ARTICLE 25 HOURS OF WORK

Add the following as a preamble

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.

(...)

25.08 Flexible hours

Subject to operational requirements, an employee on day work shall have the right to select and request flexible hours between ~~7 am~~ **6 am** and 6 pm and such request shall not be unreasonably denied. **The parties recognize that employees who request to start work at 6:00 am consistent with this clause shall not be entitled to the early hour premium (consistent with Article 25.12) for the period of 6:00 am to 7:00 am.**

(...)

New 25.15 (*consequential renumbering required*)

An employee required by the Employer to perform mandatory overtime consistent with Article 28 shall receive a minimum of twelve (12) hours rest prior to returning to duty. Any pre-scheduled hours that fall within said twelve (12) hour rest period shall be considered hours worked.

ARTICLE 27 SHIFT AND WEEKEND PREMIUMS

Excluded provisions

This article does not apply to employees on day work covered by clauses 25.06 to 25.12 inclusive.

27.01 Shift premium

An employee working shifts will receive a shift premium of ~~two dollars and twenty-five cents (\$2.25)~~ **five dollars (\$5)** per hour for all 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)~~ **five dollars (\$5)** per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.
- b. Where Saturday and Sunday are not recognized as the weekend at a mission abroad, the Employer may substitute two (2) other contiguous days to conform to local practice.

ARTICLE 28

OVERTIME

Excluded provisions

28.01 Compensation under this article shall not be paid for overtime worked by an employee at courses, training sessions, conferences and seminars unless the employee is required to attend by the Employer.

Alternate provisions

28.02 This article does not apply to certain employees classified as ST, CR or AS (see provisions of Appendix B).

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)~~ **five (5)** 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.

(...)

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 (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).~~

(...)

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)~~ **equivalent to the lunch rate outlined in Appendix C of the National Joint Council's Travel Directive.**
- b. When an employee works overtime continuously extending ~~four (4)~~ **three (3)** 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)~~ **equivalent to the lunch rate outlined in Appendix C of the National Joint Council's Travel Directive** for each additional ~~four (4)~~ **three (3)** 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.

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. **National Indigenous Peoples Day;**
- f. Canada Day;
- g. Labour Day;
- h. National Day for Truth and Reconciliation;
- i. the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving
- j. Remembrance Day;
- k. Christmas Day;
- l. Boxing Day;
- m. **two (2) ~~one (1)~~ additional days** 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 third Monday of February** and the first Monday in August;
- n. one (1) additional day when proclaimed by an act of Parliament as a national holiday.

(...)

ARTICLE 32 TRAVELLING TIME

(...)

32.04 When an employee is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 32.05 and 32.06. Travelling time shall include time necessarily spent at each stopover en route, provided such stopover is not longer than ~~three (3)~~ **five (5)** hours.

32.05 For the purposes of clauses 32.04 and 32.06, the travelling time for which an employee shall be compensated is as follows:

- a. for travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure as determined by the Employer;
- b. for travel by private means of transportation, the normal time as determined by the Employer to proceed from the employee's place of residence or workplace, as applicable, directly to the employee's destination and, upon the employee's return, directly back to the employee's residence or workplace;
- c. In the event that an alternative time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternative arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

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

When in the performance of his or her duties, an employee is required by the Employer to travel, time necessarily spent in such travel shall be considered as time worked and compensated for as follows:

- a. ~~on a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day;~~
- b. **a.** on a normal working day on which the employee travels and works, the employee shall be paid:
 - i. his regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours;and

- ii. at the applicable overtime rate for additional travel **and/or work** time in excess of his or her regularly scheduled hours of work and travel., ~~with a maximum payment for such additional travel time not to exceed fifteen~~
~~(15) hours' pay at the straight time rate of pay;~~
- c. **b.** on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled, ~~to a maximum of fifteen~~ ~~(15)~~
~~hours' pay at the straight time rate of pay.~~

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.
- 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.

32.08 Travel-status leave

- a. An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his permanent residence for ~~forty (40)~~ **ten (10)** nights during a fiscal year shall be granted seven decimal five (7.5) hours of time off with pay. The employee shall be credited seven decimal five (7.5) hours of additional time off with pay for each additional ~~twenty (20)~~ **ten (10)** nights that the employee is away from his or her permanent residence, ~~to a maximum of eighty (80) additional nights.~~
- b. The number of hours off earned under this clause ~~shall not exceed thirty-seven decimal five (37.5) hours 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 paragraphs 28.08(c) and (d).
- d. The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars, unless the employee is required to attend by the Employer.

ARTICLE 34 VACATION LEAVE WITH PAY

(...)

Accumulation of vacation leave credits

34.02 For each calendar month in which an employee has earned at least seventy-five (75) hours' pay, the employee shall earn vacation leave credits at the rate of:

- a. nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's ~~eightth (8th)~~ **fifth (5th)** year of service occurs;
- b. twelve decimal five (12.5) hours commencing with the month in which the employee's ~~eightth (8th)~~ **fifth (5th)** anniversary of service occurs;
- c. ~~thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;~~
- d. ~~fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;~~
- c. fifteen decimal six two five (15.625) hours commencing with the month in which the employee's ~~eighteenth (18th)~~ **tenth (10th)** anniversary of service occurs;
- d. ~~sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;~~
- e. eighteen decimal seven five (18.75) hours commencing with the month in which the employee's ~~twenty-eighth (28th)~~ **twenty-third (23rd)** anniversary of service occurs.;

(...)

ARTICLE 35 SICK LEAVE WITH PAY

(...)

35.04 Medical certificates

An employee shall not be required to provide a medical certificate for sick leave of five (5) or fewer consecutive days. When a medical certificate is requested by the Employer, the employee will be reimbursed for the cost of the certificate, to a maximum of ~~thirty five dollars (\$35.00)~~, **seventy dollars (\$70.00)** upon provision of acceptable proof. ~~for periods of absence of three (3) consecutive days or less.~~

(...)

ARTICLE 37 INJURY-ON-DUTY LEAVE

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

- a. personal injury, **including psychological injury**, accidentally received in the performance of his or her duties and not caused by the employee's wilful misconduct,
or
- b. an industrial illness 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 for 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.

37.02 While waiting for the certification from the Worker's compensation authority, an Employee shall be granted or advanced sick leave. Such sick leave shall be credited back once the certification has been received.

ARTICLE 38
MATERNITY LEAVE WITHOUT PAY

The Union reserves the right to table further proposals under Article 38 including but not limited to simplifying the language of the article per the work of the joint committee.

ARTICLE 40

PARENTAL LEAVE WITHOUT PAY

1. Increase the extended parental allowance

Increase the extended parental allowance as described in subparagraph 40.02(l) to ninety-three per cent (93%) of the employee weekly rate of pay.

For clarity, QPIP recipient shall also be eligible to this extended parental allowance.

2. Simplify and clarify adoption entitlements

40.01 Parental leave without pay

(...)

~~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,~~
Where a child comes into the care of the employee for the purpose of adoption under the laws governing adoption in the province or territory in which they reside or where an employee has obtained permanent placement of a child, the employee shall, upon request, be granted parental leave without pay for either:

- i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (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 comes into the employee's care.

This change could require other consequential amendments.

3. Simplifying the language of the article per the work of the joint committee

ARTICLE 42

CAREGIVING LEAVE

42.01 An employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults shall be granted leave without pay while in receipt of or awaiting these benefits.

42.02 The leave without pay described in 42.01 shall not exceed twenty-six (26) weeks for compassionate care benefits, thirty-five (35) weeks for family caregiver benefits for children and fifteen (15) weeks for family caregiver benefits for adults, in addition to any applicable waiting period.

42.03 When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults has been accepted.

42.04 When an employee is notified that their request for Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults has been denied, clause 42.01 above ceases to apply.

42.XX Where an employee is subject to a waiting period before receiving Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults, they shall receive an allowance of ninety-three per cent (93%) of their weekly rate of pay.

42.YY For each week the employee receives Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults, they shall receive the difference between ninety-three per cent (93%) of their weekly rate and the applicable Employment Insurance (EI) benefit.

42.05 Leave granted under this clause shall count for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

ARTICLE 43 VOLUNTEER PERSONAL LEAVE

Article 43: Personal leave (as of April 1st 2024)

43.01 Subject to operational requirements as determined by the Employer ~~and with an advance notice of at least five (5) working days,~~ the employee shall be granted, in each fiscal year, ~~fifteen (15)~~ **twenty-two decimal five (22.5)** hours of leave with pay for reasons of a personal nature. This leave can be taken in periods of ~~seven decimal five (7.5) hours or three decimal seven five (3.75)~~ **one (1)** hours each.

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

43.02 Notwithstanding clause 43.01, at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill their personal obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer and the employee. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.

For clarity, this clause shall not be used by the Employer as a substitute for any other leave provision found under this collective agreement.

ARTICLE 44

LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

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

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

44.02 The total leave with pay which may be granted under this article shall not exceed ~~thirty-seven decimal five (37.5)~~ **seventy-five (75)** hours in a fiscal year.

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

- a. to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- b. to provide for the immediate and temporary care of a sick member of the employee's family and to provide the employee with time to make alternative care arrangements where the illness is of a longer duration;
- c. to provide for the immediate and temporary care of an ~~elderly~~ member of the employee's family;
- d. for needs directly related to the birth or the adoption of the employee's child;
- e. to attend ~~school~~ functions **related to the employee's child**, 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. to visit a family member who, ~~due to an incurable terminal illness~~, is nearing the end of their life;
- h. ~~fifteen (15) hours out of the thirty-seven decimal five (37.5) hours stipulated in clause 44.02 above may be used to attend an appointment with a legal or paralegal representative~~ **professional** 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.

- i to attend to other matters that are reasonably considered a pressing necessity within the employee's household.**

44.04 Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 44.03 (b) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

44.05 Where in a fiscal year, an employee has not used all of the leave under this Article, the unused portion shall be carried over into the following year, to a maximum of one hundred and fifty (150) hours.

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~~ **twice** 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.

ARTICLE 47 BEREAVEMENT LEAVE WITH PAY

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

- a. **any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee;**
- b. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. ~~An employee shall be entitled to bereavement leave under 47.01(a) only once during the employee’s total period of employment in the public service.~~

47.02 When a member of the employee’s family dies, an employee shall be entitled to 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.

- a. At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) **working calendar** days or may be taken in two (2) periods to a maximum of **seven (7)** ~~five (5)~~ working days.
- b. 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)~~ **twenty-four (24)** 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 purposes of travel for these two (2) periods.

**

47.03 An employee is entitled to ~~one (1)~~ **two (2)** days’ bereavement leave with pay for a purpose related to the death of his or her aunt or uncle, **niece or nephew**, brother-in-law or sister-in-law and grandparents of spouse.

47.04 If, during a period of paid leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 47.02 and 47.03, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

47.05 It is recognized by the parties that circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 47.02 and 47.03.

The Union wishes to have a discussion on the definition of a day and reserve the right to table a proposal under Article 33.

ARTICLE 51

CAREER AND PROFESSIONAL DEVELOPMENT LEAVE

51.01 Career development refers to an activity which, in the opinion of the Employer, is likely to be of assistance to the individual in furthering his or her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:

- a. a course given by the Employer;
- b. a course offered by a recognized academic institution;
- c. a seminar, convention or study session in a specialized field directly related to the employee's work.

51.02 Upon written application by the employee and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in clause 51.01. The employee shall receive no compensation under Article 28 (overtime) or Article 32 (travelling time) during time spent on career development leave provided for in this article.

51.03 Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

Professional development

51.04 The parties to this agreement share a desire to improve professional standards by giving employees the opportunity, on occasion, to:

- a. participate in training, workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields;
- b. carry out research in the employee's field of specialization not specifically related to their assigned work projects when, in the opinion of the Employer, such research is needed to enable the employee to fill their present role more adequately;
- c. participate in language workshops, courses or immersion programs to improve and/or attain their language competencies;
and
- d. participate in the Joint Learning Program.

51.05 An employee shall receive professional development yearly to participate in one or more of the activities described in paragraph 51.04. The nature of the professional development, duration and time frame will be discussed between the employee and the Employer and be subject to management approval.

51.06 Subject to the Employer's approval, an employee shall receive leave with pay in order to participate in the activities described in paragraph 51.04.

51.07 An employee may apply at any time for professional development under this clause and shall not be unreasonably denied.

51.08 Employees on professional development shall be reimbursed for all reasonable travel, registration cost and other expenses incurred by them which the Employer may deem appropriate.

ARTICLE 54 DOMESTIC VIOLENCE LEAVE

54.01 Domestic violence leave

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

- a. The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance **and performance** at work. **Therefore, the Employer is committed to providing support to employees who experience domestic violence.**

- b. Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence shall be granted domestic violence leave in order to enable the employee, in respect of such violence:
 - i. to seek care and/or support for themselves or their child in respect of a physical or psychological injury or disability;
 - ii. to obtain services from an organization which provides services for individuals who are subject to domestic violence;
 - iii. to obtain professional counselling;
 - iv. to relocate temporarily or permanently; ~~or~~
 - v. to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding ; **or**
 - vi. **to attend to any other activities that people experiencing domestic violence need to manage.**

- c. The total domestic violence leave with pay which may be granted under this article shall not exceed ~~seventy-five (75)~~ **one hundred and fifty (150)** hours in a fiscal year. **Additional leave with pay beyond the one hundred and fifty (150) hours may be granted on a case-by-case basis.**

- d. **All personal information concerning domestic violence will be kept confidential in line with relevant legislation. No information will be kept on an employee's personnel file without their express written permission.**

- e. **In order to provide support to an employee experiencing domestic violence and to ensure a safe work environment for all employees, the Employer will approve any reasonable request from an employee experiencing domestic violence for:**
 - i. **Changes to their work pattern, location or hours;**
 - ii. **Job assignment;**
 - iii. **Working remotely;**
 - iv. **Job transfer or relocation;**
 - v. **A change to their telephone number or email address to avoid harassing contact; and/or**
 - vi. **Any other appropriate measure, including those available under existing flexible work arrangements.**

- d. **f.** Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this article shall, when delivered to the Employer, be considered as meeting the requirements of this article.

- e. **g.** Notwithstanding clauses 54.01(b) and 54.01(c), an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

ARTICLE 55

LEAVE FOR TRADITIONAL INDIGENOUS PRACTICES

55.01 Subject to operational requirements as determined by the Employer, ~~fifteen (15)~~ **thirty seven and one half (37.5)** hours of leave with pay ~~and twenty-two decimal five (22.5) hours of leave without pay~~ per fiscal year shall be granted to an employee who self-declares as an Indigenous person and who requests leave to engage in traditional Indigenous practices, including land-based activities such as hunting, fishing, and harvesting.

(...)

ARTICLE 60 CALL CENTRE EMPLOYEES

60.XX Employees working in call centres shall be provided with a minimum of a forty-five (45) second cognitive microbreak between calls.

60.01 Employees working in call centres shall be provided five (5) consecutive minutes not on a call for each hour not interrupted by a regular break or unpaid meal break.

60.02

- a. **Upon initial hire**, All call centre employees shall be provided **with the opportunity to participate in** at least one (1) day of facilitated training on **copng skills, crisis intervention, and the ability to handle difficult calls**. ~~In addition, new employees will also receive facilitated training on coping skills upon initial hire.~~
- b. In addition, All call centre employees shall be provided **with the opportunity to participate in** a minimum of two (2) days of training annually on matters related to working in a call centre, such as training to reinforce coping skills, **crisis intervention, the ability to handle difficult calls and additional topics identified following consultation with the Union**.

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.

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

ARTICLE 65

PART-TIME EMPLOYEES

(...)

65.05 Straight-time hours of work beyond those scheduled for full-time employees shall be offered in order of years of service as defined in subparagraph 34.03(a)(i) to qualified part-time employees.

65.78 A part-time employee shall not be paid for designated holidays but shall instead be paid ~~four decimal six per cent (4.6%)~~ **five decimal four per cent (5.4%)** for all straight- time hours worked.

- a. **Should an additional day be proclaimed by an act of Parliament as a national holiday, as per paragraph 30.02(m), this premium will increase by zero decimal thirty-eight (0.38) percentage points.**

ARTICLE 67
PAY ADMINISTRATION

(...)

67.07

- a. When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least ~~three (3) consecutive~~ **one (1)** working days or shifts, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.
- b. When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.
- c. **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.**
- d. **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.**
- e. **Where an employee is appointed to a position for which the employee previously acted, time in the acting position shall be credited for the purpose of establishing their salary increment date.**

(...)

NEW ARTICLE

REPRODUCTIVE HEALTH SUPPORTS

XX.01 For the purposes of this article, "reproductive health" includes

- i. Menstruation, perimenopause, menopause and hypogonadism;**
- ii. Polycystic ovarian syndrome (PCOS), endometriosis;**
- iii. In Vitro Fertilization (IVF) and other forms of assisted reproductive technologies;**
- iv. Vasectomy, tubal ligation, hysterectomy, oophorectomy;**
- v. Pregnancy that ends other than as a result of a live birth;**
- vi. Gender-affirming reproductive care;**

and medical conditions, procedures, and treatments related to the above.

XX.02 The Employer recognises the importance of providing a supportive environment when employees experience pain, discomfort, or other symptoms related to reproductive health. This includes ensuring a workplace that is both physically and psychologically healthy, promoting well-being, and addressing mental health needs associated with these experiences.

Individual Reproductive Health Support

XX.03 To support employees managing reproductive health symptoms and ensure a safe work environment, the Employer will approve reasonable requests for:

- a. Work from home;**
- b. Flexible hours;**
- c. Workplace supports which prioritise comfort and well being of the employee, such as resting in a quiet area, or additional breaks; or**
- d. Paid leave as outlined in Articles XX.04 to XX.08.**

Requests for these provisions will not be unreasonably denied.

Reproductive Health Leave

XX.04 Employees are entitled up to ninety (90) hours paid leave per calendar year to manage symptoms associated with reproductive health, and/or attend appointments without the requirement to provide a medical certificate.

XX.05 An Employee requesting to take leave under this clause shall advise the Employer of the duration, or expected duration, of the leave as soon as practicable.

XX.06 If reproductive health leave is exhausted, employees may access paid sick leave under the collective agreement's sick leave provisions, without the requirement to provide a medical certificate.

Leave for End of Pregnancy

XX.07 For the purposes of this section, "end of pregnancy" means a pregnancy that ends other than as a result of a live birth.

XX.08 An employee is entitled to paid leave under this article, if

- a. they experience an end of pregnancy;
- b. their spouse or common-law partner experiences an end of pregnancy; or
- c. another person experiences an end of pregnancy, and the employee would have become the legal parent of the child born as a result of the pregnancy.

XX.09 If an employee's pregnancy ends before completing week twenty (20) of pregnancy, they are entitled to three (3) days paid leave.

XX.10 If the pregnancy ends after completing week twenty (20), the employee is entitled to

- a. seven (7) working days of leave with pay; and
- b. up to eight (8) weeks of leave without pay, unless the employee is entitled to a longer period of leave under Article 38.

XX.11 For clarity, if the pregnancy ends after completing week twenty (20), and the employee has commenced unpaid leave under Article 38, the total entitlement to paid and unpaid leave, including any leave described in XX. 10 (a) and (b), shall not exceed eighteen (18) weeks.

XX.12 The leave under XX.10 (a) may be taken in a single time period of seven (7) working days, or in two (2) separate time periods to a maximum of seven (7) working days.

NEW ARTICLE TELEWORK

For the purpose of this article telework is defined as a flexible work arrangement where employees have approval to perform some or all of their work duties from a location other than their designated workplace.

The parties recognize the following benefits of telework:

- It can help reduce stress and achieve a better work–life balance;
- It supports an inclusive and diverse public service;
- It supports psychologically safe and healthy work environments where employees have access to flexible work arrangements;
- It can assist the Employer in attracting and retaining employees located at a wider range of locations;
- It contributes to reducing emissions from transportation, traffic congestion and air pollution, in accordance with the Greening Government Strategy.

XX.01 It is understood that employees can request a telework agreement and that participation in telework is voluntary. Employees are not required to telework.

XX.02 The Employer will not impose caps on groups of employees on telework days that may be approved.

XX.03 Each request shall be considered on a case-by-case basis by the employee's direct manager. The manager has the responsibility to genuinely try to reach a telework agreement that will support the employee's circumstances. As such the employee's direct manager shall at a minimum:

- a. discuss the request with the employee;
- b. have regard to the consequences of a refusal for the employee;
- c. consider cultural obligations for indigenous employees;
- d. ensure that a refusal is based on reasonable business grounds.

XX.04 The Employer decision on a request for a new telework agreement or the review of an existing telework agreement shall be provided within twenty-eight (28) calendar days of the initial request. If such a request is denied, then the Employer shall provide the detailed reasons in writing.

XX.05 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.06 The Employer may seek to modify or terminate an approved telework agreement on reasonable business grounds subject to clause XX.03 and XX.04. The Employer must provide reasonable notice prior to modifying or terminating a telework agreement. All terminations shall include the written reasons and be immediately communicated to the union.

XX.07 Ad-hoc arrangements

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 the necessary equipment, or reimbursement for reasonable costs associated with implementing a telework agreement.**
- b. Unless otherwise specified in this Article, all terms and conditions of a telework agreement shall be consistent with the provisions of the Collective Agreement and all requirements within the Occupational Health and Safety Regulations.**

XX.09 Notice to the Union

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, work unit location, remote work location, the number of days per week for which telework has been approved and/or denied and personal contact information for each employee.

NEW ARTICLE
ARTIFICIAL INTELLIGENCE (AI) AND EMERGING TECHNOLOGIES

XX.01 The employer shall not use automated decision-making systems to make or support decisions that directly affect an employee's rights, duties, or conditions of employment including matters of discipline.

XX.02 The employer shall provide employees with clear and accessible information regarding how AI and automated decision-making are used in their work, including guidelines, limitations, risks, and ethical considerations, human oversight, and applicable data security, and privacy safeguards.

XX.03 In accordance with clause 1.02 of this agreement, the parties are committed to the people of Canada being well and efficiently served. As such, the use of artificial intelligence in public services shall be supplemental to, and not a substitute for, public service employees. The use of AI shall not impact the public's right to interact with an employee of the public service in a timely and accessible manner.

XX.04 All artificial intelligence and automated systems used in the public service shall be governed by the principles of privacy protection, data minimization, and security. Personal information entrusted to the Government of Canada must be collected, used, disclosed, and retained in accordance with the Privacy Act and related Treasury Board policies, including the Policy on Privacy Protection, the Directive on Privacy Practices, and the Policy on Government Security or related policies.

XX.05 The Employer shall ensure that self-identification and equity data shall remain confidential and securely stored and shall not be accessed, analyzed, or processed by any automated or artificial intelligence system.

XX.06 The Employer shall not use Artificial intelligence or automated decision-making systems programs in hiring processes.

XX.07 All Artificial Intelligence and decision-making systems shall be made in Canada and all data collected shall reside in Canada and not be sold.

Training related to AI and emerging technologies

XX.08 The Employer shall provide ongoing training, during working hours, on AI and emerging technologies, at no cost to employees. This training shall ensure employees can safely and effectively use such tools and adapt to evolving technological demands.

XX.09 AI training shall be mandatory for employees whose job functions involve the development, use, or management of automated decisions systems.

Automated data processing and decision-making

XX.10 The Employer shall implement safeguards and bias-mitigation measures to protect employees from adverse impacts of automated decision-making.

XX.11 The Employer shall ensure that any automated decision making, including algorithmic processing of personal data, does not result in bias, systemic inequality, or unlawful discrimination, and complies with applicable human rights, privacy, and employment legislation.

XX.12 Employees are encouraged to report, in good faith, any concerns related to errors, bias, or unlawful discrimination in the use of automated systems. Employees making such disclosures shall be protected from any form of discipline, or retaliation.

XX.13 Employees shall not be subject to discipline or held personally liable for errors, inaccuracies, or unintended bias, decisions or consequences resulting from the use or outputs of automated decision-making systems used in the performance of their duties.

XX.14 The Employer shall identify, assess, and correct errors related to automated decision-making tools and promptly inform affected employees, in writing, of any such issues that may have influenced their duties or employment status.

Development of AI and new technology

XX.15 The Employer shall prioritize in-house development and deployment of AI systems, tools, and services, and, where in-house development is not immediately feasible, the Employer shall make reasonable efforts to build internal capacity through training or collaboration with bargaining unit employees before seeking external procurement.

This provision shall not impede employees from participating in the design or development of AI systems as part of their assigned duties, provided such systems are not intended to reduce, replace or contract out bargaining unit work.

NEW ARTICLE

SURVEILLANCE PROTECTIONS (SP) AND PRIVACY

XX.01 Employees shall have a reasonable expectation of privacy in their communications, workspaces, and digital interactions. The Employer shall ensure that decisions affecting an employee's rights, duties, or working conditions include meaningful human involvement.

XX.02 The Employer shall not use electronic surveillance to monitor, assess, or evaluate employees, their work performance or productivity, nor use such data for disciplinary purposes.

XX.03 An employee will not be subject to enhanced electronic tracking or surveillance solely because they are teleworking.

XX.04 The Employer shall not introduce, use, or maintain any electronic surveillance or monitoring technology unless it meets all the following requirements:

- a. its purpose is clearly defined, and
- b. necessary to meet a legitimate operational requirement, and
- c. the objective cannot reasonably be achieved through less intrusive means.

For clarity, the monitoring of productivity, performance, or employee behaviour shall not be considered a legitimate operational requirement for the purposes of this article.

XX.05 Prior to introducing or modifying monitoring or electronic surveillance technology, the Employer shall provide at least one hundred and eighty (180) days' written notice to the Alliance. The notice shall include

- a. a description of the technology and how it meets the requirements outlined in SP.04;
- b. the classifications, positions, and departments of affected employees, listed individually or in groups, with sufficient detail to allow the Alliance to assess the scope of impact;
- c. the type of data to be collected, stored, accessed, and retained; and
- d. the privacy and security safeguards in place to protect employees.

XX.06 For all current monitoring or surveillance technology affecting bargaining unit members, the Employer shall provide the Alliance with an annual report as outlined in clause sp.05 a-d.

- XX.07** Upon request by the Alliance, the Employer and Alliance shall jointly review any monitoring or surveillance technology in use, to determine whether its continued operation remains justified and compliant with clauses sp.01-sp.03. This review shall take place within one hundred and eighty (180) days of the request. Where such justification no longer exists, the Employer shall discontinue the use of the tool.
- XX.08** In the event of a data breach that exposes employees' personal information, the Employer shall immediately notify affected employees and the union, and provide support to mitigate risks, including identity protection services.
- XX.09** Upon request, employees shall have the right to review any personal data collected about them, in the presence of a union representative.

NEW ARTICLE
SOCIAL JUSTICE FUND

XX.01 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 Social Justice Fund.

NEW ARTICLE
OPERATIONAL REQUIREMENTS

XX.01 The employer agrees that when an employee is denied access to a provision of this agreement because of operational requirements, it will disclose in writing a detailed explanation to the employee of what those operational requirements are.

NEW ARTICLE
INDIGENOUS LANGUAGE ALLOWANCE

XX.01 Employees who are fluent and interact in an Indigenous language in the workplace shall be paid an Indigenous Language Allowance of six thousand dollars (\$6,000) per year, paid biweekly.

NEW ARTICLE

PAROLE OFFICER WORKLOAD

Both parties agree that Parole Officer Workload is a complex issue and requires continued consultation to appropriately understand and respond to changing priorities in the field.

XX.01 The parties agree that the following provisions shall apply to employees in the WP classification working as Parole Officers with the Correctional Service of Canada.

XX.02 Institutions

a. Parole Officers working as Intake Assessment Officers shall have a maximum caseload of eight (8) offenders at any given time. Such caseload shall be comprised entirely of offenders awaiting intake or post-assessment transfer. The Intake Assessment Officers shall have six (6) working days to finalize each individual file.

b. Parole Officers assigned to the Structured Intervention Units (SIU) shall have a maximum caseload of eight (8) offenders at any given time.

c. Parole Officers working with offenders in maximum security institutions shall have a maximum caseload of twenty-five (25) offenders at any given time.

d. Parole Officers working in medium security institutions shall have a maximum caseload of twenty-three (23) offenders at any given time.

e. Parole Offices working in minimum security institutions shall have a maximum caseload of twenty (20) offenders at any given time.

f. Parole Officers working in multi-level institutions shall normally be assigned to offender files at a single security level. Should a Parole Officer be assigned to offenders at multiple levels due to operational requirements the caseload for the lowest security level shall apply.

XX.03 Community Correctional Centres

Parole Officers working in Community Correctional Centres shall have a maximum caseload of eight (8) offenders at any given time.

XX.04 Community Parole Offices

Parole Officers working in Community Parole Offices shall have their caseloads adjusted monthly in accordance with the assessed needs of offenders, so that a Parole Officer has a maximum of thirty (30) Frequency of Contacts (FOC) with offenders per month.

XX.05 Parole Officers shall not be required to write more than two (2) Community Assessment Reports, Community Strategy Reports, Assessments for Decision or

other similar reports per month.

XX.06 Should a Parole Officer be assigned to a caseload above the maximum thresholds outlined above, the Parole Officer shall be paid a per diem of \$75 per day for each additional file, except in cases where the Parole Officer is covering absences due to annual leave or training.

XX.07 Whenever the caseload or contact ratios above are exceeded, the Employer shall approve the Parole Officer's requests for overtime in order to meet their statutory and FOC obligations.

APPENDIX D

WORKFORCE ADJUSTMENT

General

Application

**

This appendix applies to all indeterminate employees. Unless explicitly specified, the provisions contained in Parts I to VI do not apply to alternative delivery initiatives.

Collective agreement

~~With the exception of those provisions for which the Public Service Commission is responsible, this appendix is~~ **forms** part of this agreement.

Notwithstanding the job security article, in the event of conflict between the present workforce adjustment appendix and that article, the present workforce adjustment appendix will take precedence.

Objectives

It is the policy of the Employer to maximize employment opportunities for indeterminate employees affected by workforce adjustment situations, primarily through ensuring that, wherever possible, alternative employment opportunities are provided to them. This should not be construed as the continuation of a specific position or job but rather as continued employment.

To this end, every indeterminate employee whose services will no longer be required because of a workforce adjustment situation and for whom the deputy head knows or can predict that employment will be available will receive a guarantee of a reasonable job offer within the core public administration. Those employees for whom the deputy head cannot provide the guarantee will have access to transitional employment arrangements (as per Parts VI and VII).

Definitions

Accelerated layoff (mise en disponibilité accélérée)

Occurs when a surplus employee makes a request to the deputy head, in writing, to be laid off at an earlier date than that originally scheduled, and the deputy head concurs. Layoff entitlements begin on the actual date of layoff.

Affected employee (employé-e touché)

Is an indeterminate employee who has been informed in writing that his or her services

may no longer be required because of a workforce adjustment situation.

Alternation (échange de postes)

Occurs when an opting employee or a surplus employee who is surplus as a result of having chosen option 6.4.1(a) who wishes to remain in the core public administration exchanges positions with a non-affected employee (the alternate) willing to leave the core public administration with a transition support measure or with an education allowance.

Alternative delivery initiative (diversification des modes de prestation des services)

Is the transfer of any work, undertaking or business of the core public administration to any body or corporation that is a separate agency or that is outside the core public administration.

Appointing department or organization (ministère ou organisation d'accueil)

Is a department or organization which has agreed to appoint or consider for appointment (either immediately or after retraining) a surplus or a laid-off person.

Core public administration (Administration publique centrale)

Means that part of the public service in or under any department or organization, or other portion of the federal public administration specified in Schedules I and IV to the *Financial Administration Act* for which the Public Service Commission has the sole authority to appoint.

Deputy head (administrateur général)

Has the same meaning as in the definition of “deputy head” set out in section 2 of the *Public Service Employment Act*, and also means his or her official designate.

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Education allowance (indemnité d'études)

Is one of the options provided to an indeterminate employee affected by workforce adjustment for whom the deputy head cannot guarantee a reasonable job offer. The education allowance is a lump-sum payment equivalent to the transition support measure (see Annex B), plus a reimbursement of tuition from a recognized learning institution and book and mandatory equipment costs, up to a maximum of ~~seventeen thousand dollars (\$17,000)~~ **twenty-five thousand dollars (\$25,000)**.

Guarantee of a reasonable job offer (garantie d'une offre d'emploi raisonnable)

Is a guarantee of an offer of indeterminate employment within the core public administration provided by the deputy head to an indeterminate employee who is affected

by workforce adjustment. Deputy heads will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict that employment will be available in the core public administration. Surplus employees in receipt of this guarantee will not have access to the options available in Part VI of this appendix.

Home department or organization (ministère ou organisation d'attache)

Is a department or organization declaring an individual employee surplus.

Laid-off person (personne mise en disponibilité)

Is a person who has been laid off pursuant to subsection 64(1) of the *Public Service Employment Act* and who still retains an appointment priority under subsection 41(4) and section 64 of the *Public Service Employment Act*.

Layoff notice (avis de mise en disponibilité)

Is a written notice of layoff to be given to a surplus employee at least one (1) month before the scheduled layoff date. This period is included in the surplus period.

Layoff priority (priorité de mise en disponibilité)

A person who has been laid off is entitled to a priority, in accordance with subsection 41(4) of the *Public Service Employment Act* with respect to any position to which the Public Service Commission is satisfied that the person meets the essential qualifications; the period of entitlement to this priority is one (1) year as set out in section 11 of the *Public Service Employment Regulations*.

Opting employee (employé-e optant)

Is an indeterminate employee whose services will no longer be required because of a workforce adjustment situation, who has not received a guarantee of a reasonable job offer from the deputy head and who has one hundred and twenty (120) days to consider the options in section 6.4 of this appendix.

Organization (organisation)

Any board, agency, commission or other body, specified in Schedules I and IV of the *Financial Administration Act*, that is not a department.

Pay (rémunération)

Has the same meaning as “rate of pay” in this agreement.

Priority Information Management System (système de gestion de l'information sur les priorités)

Is a system designed by the Public Service Commission to facilitate appointments of individuals entitled to statutory and regulatory priorities.

Reasonable job offer (offre d'emploi raisonnable)

Is an offer of indeterminate employment within the core public administration, normally at an equivalent level, but which could include lower levels. Surplus employees must be ~~both trainable, and mobile~~. Where practicable, a reasonable job offer shall be within the employee's headquarters as defined in the *Travel Directive* or **provide the employee with the option to telework**. In alternative delivery situations, a reasonable offer is one that meets the criteria set out under Type 1 and Type 2 in Part VII of this appendix. A reasonable job offer is also an offer from a *Financial Administration Act* Schedule V employer, providing that:

- a. The appointment is at a rate of pay and an attainable salary maximum not less than the employee's current salary and attainable maximum that would be in effect on the date of offer.
- b. It is a seamless transfer of all employee benefits including a recognition of years of service for the definition of continuous employment and accrual of benefits, including the transfer of sick leave credits, severance pay and accumulated vacation leave credits.

Reinstatement priority (priorité de réintégration)

Is an entitlement provided to surplus employees and laid-off persons who are appointed or deployed to a position in the core public administration at a lower level. As per section 10 of the *Public Service Employment Regulations*, the entitlement lasts for one (1) year.

Relocation (réinstallation)

Is the authorized geographic move of a surplus employee or laid-off person from one place of duty to another place of duty located beyond what, according to local custom, is a normal commuting distance **from the employee's current residence**.

Relocation of a work unit (réinstallation d'une unité de travail)

Is the authorized move of a work unit of any size to a place of duty located beyond what, according to local custom, is normal commuting distance from the former work location and from the employee's current residence.

Retraining (recyclage)

Is on-the-job training or other training intended to enable affected employees, surplus employees and laid-off persons to qualify for known or anticipated vacancies within the core public administration.

Surplus employee (employé-e excédentaire)

Is an indeterminate employee who has been formally declared surplus, in writing, by ~~his or her~~ **their** deputy head.

Surplus priority (priorité d'employé-e excédentaire)

Is an entitlement for a priority in appointment accorded in accordance with section 5 of the *Public Service Employment Regulations* and pursuant to section 40 of the *Public Service Employment Act*; this entitlement is provided to surplus employees to be appointed in priority to another position in the core public administration for which they meet the essential requirements.

Surplus status (statut d'employé-e excédentaire)

An indeterminate employee has surplus status from the date ~~he or she is~~ **they are** declared surplus until the date of layoff, until ~~he or she is~~ **they are** indeterminately appointed to another position, until ~~his or her~~ **their** surplus status is rescinded, or until the person resigns.

Telework (télétravail)

A flexible work arrangement where the employee has approval to perform their work duties from a location other than their designated workplace.

Transition support measure (mesure de soutien à la transition)

Is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer. The transition support measure is a lump-sum payment based on the employee's years of service as per Annex B.

Twelve (12) month surplus priority period in which to secure a reasonable job offer (priorité d'employé-e excédentaire d'une durée de douze (12) mois pour trouver une offre d'emploi raisonnable)

Is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer.

Workforce adjustment (réaménagement des effectifs)

Is a situation that occurs when a deputy head decides that the services of one or more indeterminate employees will no longer be required beyond a specified date because of a lack of work, the discontinuance of a function, a relocation in which the employee does not wish to participate or an alternative delivery initiative.

Authorities

The Public Service Commission has endorsed those portions of this appendix for which it has responsibility.

Monitoring

Departments or organizations shall retain central information on all cases occurring under this appendix, including ~~the reasons for the action; the number, occupational groups and levels of employees concerned; the dates of notice given; the number of employees placed without retraining; the number of employees retrained (including number of salary months used in such training); the levels of positions to which employees are appointed and the cost of any salary protection; and the number, types and amounts of lump sums paid to employees.~~ **but not limited to the following for each affected employee:**

- **Type of workforce adjustment (e.g., lack of work, discontinuance of a function, relocation of a work unit or alternate delivery initiative);**
- **Date of notice given;**
- **Occupational group and level and work unit;**
- **Equity seeking status**
- **Whether a guarantee of a reasonable job offer was provided and whether telework was included;**
- **Whether a VDP was offered, the employee volunteered, the employee was accepted or denied and which option the employee chose;**
- **Whether they were subject to a selection and retention process, were retained or made opting;**
- **Whether the employee accepted relocation;**
- **Whether the employee made any alternation requests and whether they were accepted or denied;**
- **For opting employees, which option did they choose and did they apply for a pension waiver.**

Departments and organizations shall also provide aggregate data on the number of employees accessing counselling services as per article 6.4.6. This information will be used by the Treasury Board Secretariat to carry out its periodic audits **and be provided to the Public Service Alliance of Canada on a quarterly basis.**

References

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The primary references for the subject of workforce adjustment are as follows:

- *Financial Administration Act*
- *Values and Ethics Code for the Public Sector*
- *Public Service Employment Act*
- *Public Service Employment Regulations*

- *Federal Public Sector Labour Relations Act*
- *Public Service Superannuation Act*
- *NJC Relocation Directive*
- *Travel Directive*

Enquiries

**

Enquiries about this appendix should be referred to the Alliance or to the responsible officers in departmental or organizational headquarters.

Responsible officers in departmental or organizational headquarters may, in turn, direct questions regarding the application of this appendix to the Union Engagement and National Joint Council Support Unit, Employee Relations and Total Compensation Directorate, Treasury Board Secretariat.

Enquiries by employees pertaining to a priority entitlement or to their status in relation to a priority entitlement process should be directed to their departmental or organizational human resource advisors or to the priority advisor of the Public Service Commission responsible for their case.

Part I: roles and responsibilities

1.1 Departments or organizations

1.1.1 Since indeterminate employees who are affected by workforce adjustment situations are not themselves responsible for such situations, it is the responsibility of departments or organizations to ensure that they are treated equitably and, ~~whenever possible,~~ given every reasonable opportunity to continue their careers as public service employees.

1.1.2 Departments or organizations shall carry out effective human resource planning to minimize the impact of workforce adjustment situations on indeterminate employees, on the department or organization, and on the public service.

1.1.3 Departments or organizations shall establish **standing** joint workforce adjustment committees **at local, regional and national levels in consultation with the union,** ~~where appropriate,~~ to advise and consult on **current or potential** the workforce adjustment situations within the department or organization. Terms of reference of such committees shall include a process for addressing alternation requests from other departments and organizations.

1.1.4 Departments or organizations shall, as the home department or organization, cooperate with the Public Service Commission and appointing departments or organizations in joint efforts to redeploy departmental or organizational surplus employees and laid-off persons.

1.15 Departments or organizations shall establish systems to facilitate redeployment or retraining of their affected employees, surplus employees, and laid-off persons.

1.16 When a deputy head determines that the services of an employee are **or may** no longer ~~be~~ required beyond a specified date due to lack of work or discontinuance of a function, the deputy head shall advise the employee, in writing, that ~~his or her~~ **their** services will **or may** no longer be required.

Such a communication shall also indicate **whether the workforce adjustment is due to lack of work or the discontinuance of a function and** if the employee:

- a. is being provided with a guarantee from the deputy head that a reasonable job offer will be forthcoming and that the employee will have surplus status from that date on;
or
- b. is eligible to participate in a voluntary departure program in accordance with section 6.2 of this appendix; or**
- c. is an opting employee and has access to the options set out in section 6.4 of this appendix because the employee is not in receipt of a guarantee of a reasonable job offer from the deputy head.

Where applicable, the communication should also provide the information relative to the employee's possible layoff date.

1.17 Deputy heads will be expected to provide a guarantee of a reasonable job offer for those employees subject to workforce adjustment for whom they know or can predict that employment will be available in the core public administration.

1.18 Where a deputy head cannot provide a guarantee of a reasonable job offer, the deputy head will provide one hundred and twenty (120) days to consider the three options outlined in Part VI of this appendix to all opting employees before a decision is required of them. If the employee fails to select an option, the employee will be deemed to have selected option 6.4.1(a), twelve (12) month surplus priority period in which to secure a reasonable job offer.

1.19 The deputy head shall make a determination to provide either a guarantee of a reasonable job offer or access to the options set out in section 6.3 of this appendix upon request by any indeterminate affected employee who can demonstrate that ~~his or her~~ **their** duties have already ceased to exist.

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1.1.10 Departments or organizations shall send written notice to the Public Service Commission of an employee's surplus status, and shall send to the Public Service Commission such details, forms, resumés, and other material as the Public Service Commission may from time to time prescribe as necessary for it to discharge its function. Departments or organizations shall notify the employee when this written notice has been

sent.

1.1.11 Departments or organizations shall advise and consult with the Alliance representatives as completely as possible regarding any workforce adjustment situation as soon as possible after the decision has been made and throughout the process and will make available to the Alliance the name, ~~and~~ work location, **work unit, group and level, home address, email and phone number** of affected employees **no less than two (2) working days prior to notifying employees.**

1.1.12 The home department or organization shall provide the Public Service Commission with a statement that it would be prepared to appoint the surplus employee to a suitable position in the department or organization commensurate with ~~his or her~~ **their** qualifications if such a position were available.

1.1.13 Departments or organizations shall provide the employee with the official notification that ~~he or she has~~ **they have** become subject to a workforce adjustment and shall remind the employee that Appendix D, Workforce Adjustment, of this agreement applies.

1.1.14 Deputy heads shall apply this appendix so as to keep actual involuntary layoffs to a minimum, ~~and a layoff shall normally occur only W~~ when an individual has refused a reasonable job offer, ~~is not mobile,~~ **because they are not willing or able to telework or relocate and** cannot be retrained within two (2) years, **they are either made opting or maintain their surplus priority status for the remainder of the entitlement period or** ~~is laid off at his or her own request.~~

1.1.15 Departments or organizations are responsible for counselling and advising their affected employees on their opportunities for finding continuing employment in the public service.

1.1.16 Appointment of surplus employees to alternative positions with or without retraining shall normally be at a level equivalent to that previously held by the employee, but this does not preclude appointment to a lower **or higher** level. Departments or organizations shall avoid appointment to a lower level except where all other avenues have been exhausted.

1.1.17 Home departments or organizations shall appoint as many of their own surplus employees or laid-off persons as possible or identify alternative positions (both actual and anticipated) for which individuals can be retrained.

1.1.18 Home departments or organizations shall ~~relocate~~ **provide a reasonable job offer involving relocation to** surplus employees and laid-off individuals, ~~if necessary only if~~ **no reasonable job offer is available in the employee's current work location and after teleworking options have been exhausted.**

1.1.19 Relocation of surplus employees or laid-off persons shall be undertaken when the individuals indicate that they are willing to relocate and relocation will enable their

redeployment or reappointment, provided that:

- a. there are no available priority persons, or priority persons with a higher priority, qualified and interested in the position being filled; or
- b. there are no available local surplus employees or laid-off persons who are interested and who could qualify with retraining.

NEW XX (renumber subsequent articles)

- a) **When all affected employees in the same group and level in a work unit will be given reasonable job offers but not all reasonable job offers are at the same work location, employees shall be given the choice of reasonable job offer (including whether the position allows for telework or involves relocation) in order of seniority (total years of service in the public service, whether continuous or discontinuous).**
- b) **An employee who chooses not to accept a reasonable job offer which requires relocation shall have access to the options contained in section 6.4 of this Appendix.**

1.120 The cost of travelling to interviews for possible appointments and of relocation to the new location shall be borne by the employee's home department or organization. Such cost shall be consistent with the *National Joint Council Travel Directive* and *National Joint Council Relocation Directive*.

1.121 For the purposes of the *National Joint Council Relocation Directive*, surplus employees and laid-off persons who relocate under this appendix shall be deemed to be employees on employer-requested relocations. The general rule on minimum distances for relocation applies.

1.122 For the purposes of the *National Joint Council Travel Directive*, laid-off persons travelling to interviews for possible reappointment to the core public administration are deemed to be a "traveller" as defined in the *National Joint Council Travel Directive*.

1.123 For the surplus and/or layoff priority periods, home departments or organizations shall pay the salary, salary protection and/or termination costs as well as other authorized costs such as tuition, travel, relocation and retraining for surplus employees and laid-off persons, as provided for in this agreement and the various directives unless the appointing department or organization is willing to absorb these costs in whole or in part.

1.124 Where a surplus employee is appointed by another department or organization to a term position, the home department or organization is responsible for the costs above for one (1) year from the date of such appointment, unless the home department or organization agree to a longer period, after which the appointing department or organization becomes the new home department or organization consistent with Public Service Commission authorities.

1.125 Departments or organizations shall protect the indeterminate status and surplus priority of a surplus indeterminate employee appointed to a term position under this appendix.

1.126 Departments or organizations shall inform the Public Service Commission in a timely fashion, and in a method directed by the Public Service Commission, of the results of all referrals made to them under this appendix.

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

1.128 Nothing in the foregoing shall restrict the Employer's right to engage or appoint persons to meet short-term, non-recurring requirements. Surplus employees and laid-off persons shall be given priority even for these short-term work opportunities.

1.129 Departments or organizations may layoff an employee at a date earlier than originally scheduled when the surplus employee so requests in writing.

1.130 Departments or organizations acting as appointing departments or organizations shall cooperate with the Public Service Commission and other departments or organizations in accepting, to the extent possible, affected employees, surplus employees, and laid-off persons from other departments or organizations for appointment or retraining.

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

1.132 When a surplus employee refuses a reasonable job offer **that does not involve relocation**, ~~he or she~~ **they** shall be subject to layoff one (1) month after the refusal, but not before six (6) months have elapsed since the surplus declaration date. The provisions of Annex C of this appendix shall continue to apply.

1.133 Departments or organizations are to presume that each employee wishes to be redeployed unless the employee indicates the contrary in writing.

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

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- a. the workforce adjustment situation and its effect on that individual;
- b. the workforce adjustment Appendix;
- c. the Public Service Commission's Priority Information Management System and how it works from the employee's perspective;
- d. preparation of a curriculum vitae or resumé;
- e. the employee's rights and obligations;
- f. the employee's current situation (for example, pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
- g. alternatives that might be available to the employee (the alternation process, **teleworking**, appointment, relocation, retraining, lower-level employment, term employment, retirement including the possibility of waiver of penalty if entitled to an annual allowance, transition support measure, education allowance, pay in lieu of unfulfilled surplus period, resignation, accelerated layoff);
- h. the likelihood that the employee will be successfully appointed;
- i. the meaning of a guarantee of a reasonable job offer, a twelve (12) month surplus priority period in which to secure a reasonable job offer, a transition support measure and an education allowance;
- j. advise employees to seek out proposed alternations and submit requests for approval as soon as possible after being informed they will not be receiving a guarantee of a reasonable job offer;
- k. the Human Resources services available;
- l. preparation for interviews with prospective employers;
- m. feedback when an employee is not offered a position for which he or she was referred;
- n. repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;
- o. advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity;
- p. advising employees of the right to be represented by the Alliance in the application of this appendix; and
- q. the Employee Assistance Program (EAP).

1.135 The home departments or organizations shall ensure that, when it is required to facilitate appointment, a retraining plan is prepared and agreed to in writing by it, the employee and the appointing department or organization.

1.136 Severance pay and other benefits flowing from other clauses in this agreement are separate from and in addition to those in this appendix.

1.137 Any surplus employee who resigns under this appendix shall be deemed, for purposes of severance pay and retroactive remuneration, to be involuntarily laid off as of the day on which the deputy head accepts in writing the employee's resignation.

1.138 The department or organization will review the status of each affected employee annually, or earlier, from the date of initial notification of affected status and determine

whether the employee will remain on affected status or not.

1.1.39 The department or organization will notify the affected employee in writing, within five (5) working days of the decision pursuant to subsection 1.1.38.

1.2 Treasury Board Secretariat

1.21 It is the responsibility of the Treasury Board Secretariat to:

- a. establish a standing national joint workforce adjustment committee to advise and consult on current or potential workforce adjustment situations within departments or organizations. Terms of reference of such committee shall include a process for addressing alternation requests between departments and organizations;**
- b. investigate and seek to resolve situations referred by the Public Service Commission or other parties;
- c. consider departmental or organizational requests for retraining resources; and
- d. ensure that departments or organizations are provided to the extent possible with information on occupations for which there are skill shortages.

1.3 Public Service Commission

1.31 Within the context of workforce adjustment, and the Public Service Commission governing legislation, it is the responsibility of the Public Service Commission to:

- a. ensure that priority entitlements are respected;
- b. ensure that a means exists for priority persons to be assessed against vacant positions and appointed if found qualified against the essential qualifications of the position; and
- c. ensure that priority persons are provided with information on their priority entitlements.

1.32 The Public Service Commission will, in accordance with the *Privacy Act*:

- a. provide the Treasury Board Secretariat with information related to the administration of priority entitlements which may reflect on departments' or organizations' level of compliance with this appendix; and
- b. provide information to the Alliance on the numbers and status of their members in the Priority Information Management System, as well as information on the overall system.

1.33 The Public Service Commission's roles and responsibilities flow from its governing legislation, not the collective agreement. As such, any changes made to these

roles/responsibilities must be agreed upon by the Public Service Commission. For greater detail on the Public Service Commission's role in administering surplus and layoff priority entitlements, refer to Annex C of this appendix.

1.4 Employees

141 Employees have the right to be represented by the Alliance in the application of this appendix.

142 Employees who are directly affected by workforce adjustment situations and who receive a guarantee of a reasonable job offer or opt, or are deemed to have opted, for Option 6.4.1(a) of Part VI of this appendix are responsible for:

- a. actively seeking alternative employment in cooperation with their departments or organizations and the Public Service Commission, unless they have advised the department or organization and the Public Service Commission, in writing, that they are not available for appointment;
- b. seeking information about their entitlements and obligations;
- c. providing timely information (including curricula vitae or resumés) to the home department or organization and to the Public Service Commission to assist them in their appointment activities;
- d. ensuring that they can be easily contacted by the Public Service Commission and appointing departments or organizations, and attending appointments related to referrals;
- e. seriously considering job opportunities presented to them (referrals within the home department or organization, referrals from the Public Service Commission, and job offers made by departments or organizations), including retraining, **teleworking** and relocation possibilities, specified period appointments and lower-level appointments.

143 Opting employees are responsible for:

- a. considering the options in Part VI of this appendix;
- b. communicating their choice of options, in writing, to their manager no later than one hundred and twenty (120) days after being declared opting.

Part II: official notification

2.1 Department or organization

211 As already mentioned in 1.1.11, departments or organizations shall advise and consult with the Alliance representatives as completely as possible regarding any workforce adjustment situation as soon as possible after the decision has been made and throughout the process, and will make available to the Alliance the name, and work location, **work unit, group and level, home address, email and phone number** of affected employees **no less than two (2) working days prior to notifying employees.**

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212 In any workforce adjustment situation which is likely to involve ~~ten (10)~~ **six (6)** or more indeterminate employees covered by this appendix, the department or organizations concerned shall notify the Treasury Board Secretariat, in writing and in confidence, at the earliest possible date and under no circumstances less than four (4) working days before the situation is announced.

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

214 Such notification will include the identity and location of the work unit(s) involved, the expected date of the announcement, the anticipated timing of the workforce adjustment situation and the number, group and level of the employees who are likely to be affected by the decision.

Part III: relocation of a work unit

3.1 General

3.1.1 In cases where a work unit is to be relocated, departments or organizations shall provide all employees whose positions are to be relocated with the opportunity to choose whether they wish to move with the position, **to telework (if they are able)**, or be treated as if they were subject to a workforce adjustment situation.

3.1.2 Following written notification, employees must indicate, within a period of six (6) months, their intention **with respect to the choices in Article 3.1.1** ~~to move~~. If the employee's intention is not to move with the relocated position, the deputy head can provide the employee with either a guarantee of a reasonable job offer **that does not require relocation and/or involves telework** or access to the options set out in section 6.4 of this appendix.

3.1.3 Employees relocating with their work units shall be treated in accordance with the provisions of 1.1.18 to 1.1.22.

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3.1.4 Although departments or organizations will endeavour to respect employee location preferences, in exceptional circumstances and in consultation with the Treasury Board Secretariat, the deputy head may consider offering a relocated position to an employee in receipt of a guarantee of a reasonable job offer, after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area. **Should an employee refuse the reasonable job offer, article [NEW XX following 1.1.19] shall apply.**

3.1.5 Employees who are not in receipt of a guarantee of a reasonable job offer shall become opting employees and have access to the options in Part VI of this appendix.

Part IV: retraining

4.1 General

4.1.1 To facilitate the redeployment of affected employees, surplus employees and laid-off persons, departments or organizations shall make every reasonable effort to retrain such persons for:

- a. existing vacancies;
- or
- b. anticipated vacancies identified by management.

4.1.2 It is the responsibility of the employee, home department or organization and appointing department or organization to identify retraining opportunities, **including language training opportunities**, pursuant to subsection 4.1.1.

4.1.3 When a retraining opportunity has been identified, the deputy head of the home department or organization shall approve up to two (2) years of retraining. **Opportunities for retraining, including language training, shall not be unreasonably denied.**

4.2 Surplus employees

4.2.1 A surplus employee is eligible for retraining, provided that:

- a. retraining is needed to facilitate the appointment of the individual to a specific vacant position or will enable the individual to qualify for anticipated vacancies in occupations or locations where there is a shortage of qualified candidates; and
- b. there are no other available priority persons who qualify for the position.

NEW ARTICLE XX (renumbering of subsequent articles)

Retraining will not be unreasonably denied. When an employee's request for retraining is denied, the employer shall provide the reasons for the denial to the employee in writing, and detailing why the retraining would not facilitate re-employment.

**

4.2.2 The home department or organization is responsible for ensuring that an appropriate retraining plan is prepared and is agreed to in writing by the employee and the delegated officers of the home and appointing departments or organization. The home department or organization is responsible for informing the employee in a timely fashion **in writing** if a retraining proposal submitted by the employee is not approved **and the reason(s) for the denial**. ~~Upon request of the employee, feedback regarding the decision, including the reason for not approving the retraining, will be provided in writing.~~

**

4.2.3 Once a retraining plan has been initiated, its continuation and completion are subject to satisfactory performance by the employee. Department or organizations will provide the employee with feedback in writing on the progress of the retraining plan on a regular basis.

4.2.4 While on retraining, a surplus employee continues to be employed by the home department or organization and is entitled to be paid in accordance with his or her current appointment unless the appointing department or organization is willing to appoint the employee indeterminately, on condition of successful completion of retraining, in which case the retraining plan shall be included in the letter of offer.

4.2.5 When a retraining plan has been approved and the surplus employee continues to be employed by the home department or organization, the proposed layoff date shall be extended to the end of the retraining period, subject to 4.2.3.

4.2.6 An employee unsuccessful in retraining may be laid off at the end of the surplus period if the Employer has been unsuccessful in making the employee a reasonable job offer.

4.2.7 In addition to all other rights and benefits granted pursuant to this section, an employee who is guaranteed a reasonable job offer is also guaranteed, ~~subject to the employee's willingness to relocate,~~ training to prepare the surplus employee for appointment to a position pursuant to 4.1.1, such training to continue for one (1) year or until the date of appointment to another position, whichever comes first. Appointment to this position is subject to successful completion of the training.

4.3 Laid-off persons

4.3.1 A laid-off person shall be eligible for retraining, provided that:

- a. retraining is needed to facilitate the appointment of the individual to a specific vacant position;
- b. the individual meets the minimum requirements set out in the relevant selection standard for appointment to the group concerned;
- c. there are no other available persons with priority who qualify for the position;
and

**

- d. the appointing department or organization cannot justify, in writing, a decision not to retrain the individual.

4.3.2 When an individual is offered an appointment conditional on successful completion of retraining, a retraining plan shall be included in the letter of offer. If the individual accepts the conditional offer, ~~he or she~~ **they** will be appointed on an indeterminate basis to the full level of the position after having successfully completed training and being assessed as qualified for the position. When an individual accepts an appointment to a position with a lower maximum rate of pay than the position from which ~~he or she was~~ **they were** laid off, the employee will be salary-protected in accordance with Part V.

Part V: salary protection

5.1 Lower-level position

**

5.1.1 Surplus employees and laid-off persons appointed to a lower-level position under this appendix shall have their salary and pay equity equalization payments, if any, protected in accordance with the salary protection provisions of this agreement or, in the absence of such provisions, the appropriate provisions of the *Directive on Terms and Conditions of Employment*.

5.1.2 Employees whose salary is protected pursuant to 5.1.1 will continue to benefit from salary protection until such time as they are appointed or deployed into a position with a maximum rate of pay that is equal to or higher than the maximum rate of pay of the position from which they were declared surplus or laid off.

Part VI: options for employees

6.1 General

6.1.1 Deputy heads will be expected to provide a guarantee of a reasonable job offer for those affected employees for whom they know or can predict that employment will be available. A deputy head who cannot provide such a guarantee shall provide ~~his or her~~ **their** reasons in writing, ~~if so requested by the employee to the employee and to the PSAC, including why teleworking opportunities are not available.~~ Employees in receipt of this guarantee will not have access to the choice of options below.

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

6.1.3 The opting employee must choose, in writing, one (1) of the three (3) options of section 6.4 of this appendix within the one hundred and twenty (120) day window. The employee cannot change options once he or she has made a written choice.

6.1.4 If the employee fails to select an option, the employee will be deemed to have selected Option 6.4.1(a), twelve (12) month surplus priority period in which to secure a reasonable job offer, at the end of the one hundred and twenty (120) day window.

6.1.5 If a reasonable job offer which does not require relocation is made at any time during the one hundred and twenty (120) day opting period and prior to the written acceptance of a transition support measure or education allowance option, the employee is ineligible for the Transition support measure, the pay in lieu of unfulfilled surplus period or the education allowance.

6.1.6 A copy of any letter issued by departments or organizations under this part or notice of layoff pursuant to the *Public Service Employment Act* shall be sent forthwith to the National President of the Alliance.

6.2 Voluntary departure programs

Departments and organizations shall establish voluntary departure programs for all workforce adjustments situations involving five or more ~~where the Deputy Head cannot provide a guarantee of a reasonable job offer to all~~ affected employees working at the same group and level and in the same work unit. Such programs shall:

- A. Be the subject of meaningful consultation through joint Union-management WFA committees;
- B. Volunteer programs shall not be used to exceed reduction targets. ~~Where reasonably possible, d~~Departments and organizations will identify the number of positions for reduction in advance of the voluntary programs commencing;
- C. Take place after affected letters have been delivered to employees;
- D. Take place before the department or organization engages in the ~~SERLO~~ **selection and retention** process;
- E. Provide for a minimum of ~~30~~ **60** calendar days for employees to decide whether they wish to participate;
- F. Allow employees to select options 6.4.1(B), (C)(i) or (C)(ii);
- G. Provide that when the number of volunteers is larger than the required number of positions to be eliminated, volunteers will be selected based on seniority (total years of service in the public service, whether continuous or discontinuous).

6.3 Alternation

6.3.1 All departments or organizations must participate in the alternation process.

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6.3.2 An alternation occurs when an opting employee or a surplus employee having chosen option 6.4.1(a) who wishes to remain in the core public administration exchanges positions with a non-affected employee (the alternate) willing to leave the core public administration under the terms of Part VI of this appendix.

6.3.3

- a. Only opting and surplus employees who are surplus as a result of having chosen Option 6.4.1(a) may alternate into an indeterminate position that remains in the core public administration.
- b. ~~If an alternation is proposed for a surplus employee, as opposed to an opting employee, the Transition Support Measure that is available to the alternate under option 6.4.1(b) or option 6.4.1(c)(i) shall be reduced by one week for each completed week between the beginning of the employee's surplus priority period and the date the alternation is proposed.~~

**

6.3.4 An indeterminate employee wishing to leave the core public administration may express an interest in alternating with an opting employee or a surplus employee having

chosen option 6.4.1(a). Management will decide, however, whether a proposed alternation is likely to result in retention of the skills required to meet the ongoing needs of the position and the core public administration.

6.3.5 An alternation must permanently eliminate a function or a position.

**

6.3.6 The opting employee or surplus employee having chosen option 6.4.1(a) moving into the unaffected position must meet the requirements of the position, including language requirements. The alternate moving into the opting position must meet the requirements of the position except if the alternate will not be performing the duties of the position and the alternate will be struck off strength within five (5) days of the alternation.

NEW XX (renumber subsequent articles)

Alternation requests shall be responded to within seven (7) days of a request being made. If an alternation is denied, a meeting to discuss the rationale for the decision will be held at affected the employee's or alternating employee's request. The employee shall be advised of their right to have a union representative attend the meeting.

6.3.7 An alternation should normally occur between employees at the same group and level. When the two (2) positions are not in the same group and at the same level, alternation can still occur when the positions can be considered equivalent. They are considered equivalent when the maximum rate of pay for the higher-paid position is no more than six-per-cent (6%) higher than the maximum rate of pay for the lower-paid position.

The Alliance reserves the right to present further proposals on Article 6.3.7

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

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

NEW XX

Where telework would facilitate an alternation, it shall be made available provided the duties of the job permit.

6.4 Options

6.4.1 Only opting employees who are not in receipt of the guarantee of a reasonable job offer from the deputy head will have access to the choice of options below:

a.

i. ~~Twelve (12) month~~ **A surplus priority period** in which to secure a reasonable job offer. It is time-limited. **The length of the surplus priority period is based on the employee's years of service in the public service on the day the employee is informed in writing by the Deputy Head that they are an opting employee:**

- **Employees with less than ten (10) years of service are eligible to a twelve (12) month surplus priority period.**
- **Employees with ten (10) to twenty (20) years of service are eligible to a fourteen (14) month surplus priority period.**
- **Employees with more than twenty (20) years of service are eligible to a sixteen (16) month surplus priority period.**

Should a reasonable job offer not be made within ~~a period of twelve (12) months~~ **the surplus priority period**, the employee will be laid off in accordance with the *Public Service Employment Act*. Employees who choose or are deemed to have chosen this option are surplus employees.

- ii. ~~At the request of the employee,~~ This twelve (12) month surplus priority period shall be extended by the unused portion of the one hundred and twenty (120) day opting period referred to in 6.1.2 which remains once the employee has selected in writing Option 6.4.1(a).
- iii. When a surplus employee who has chosen or is deemed to have chosen Option 6.4.1(a) offers to resign before the end of the twelve (12) month surplus priority period, the deputy head may authorize a lump-sum payment equal to the surplus employee's regular pay for the balance of the surplus period, up to a maximum of six (6) months. The amount of the lump-sum payment for the pay in lieu cannot exceed the maximum of what he or she would have received had he or she chosen Option 6.4.1(b), the transition support measure.
- iv. Departments or organizations will make every reasonable effort to market a surplus employee within the employee's surplus period within his or her preferred area of mobility.

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

or

c. Education allowance is a transition support measure (see Option 6.4.1(b) above) plus an amount of not more than ~~seventeen thousand dollars (\$17,000)~~ **twenty-five thousand dollars (\$25,000)** for reimbursement of receipted expenses of

an opting employee for tuition from a learning institution and costs of books and relevant equipment. Employees choosing Option 6.4.1(c) could either:

- i resign from the core public administration but be considered to be laid off for severance pay purposes on the date of their departure. **The transition support measure shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2) year period;**
or
- ii delay their departure date and go on leave without pay for a maximum period of two (2) years while attending the learning institution. The transition support measure shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2) year period. During this period, employees could continue to be public service benefit plan members and contribute both employer and employee shares to the benefits plans and the Public Service Superannuation Plan. At the end of the two (2) year leave without pay period, unless the employee has found alternative employment in the core public administration, the employee will be laid off in accordance with the *Public Service Employment Act*.

6.4.2 Management will establish the departure date of opting employees who choose Option 6.4.1(b) or Option 6.4.1(c) above.

6.4.3 The transition support measure, pay in lieu of unfulfilled surplus period, and the education allowance cannot be combined with any other payment under the workforce adjustment Appendix.

6.4.4 In cases of pay in lieu of unfulfilled surplus period, Option 6.4.1(b) and Option 6.4.1(c)(i), the employee relinquishes any priority rights for reappointment upon the Employer's acceptance of ~~his or her~~ **their** resignation.

6.4.5 Employees choosing Option 6.4.1(c)(ii) who have not provided their department or organization with a proof of registration from a learning institution twelve (12) months after starting their leave without pay period will be deemed to have resigned from the core public administration and be considered to be laid off for purposes of severance pay.

**

6.4.6 All opting employees will be entitled to up to ~~one thousand two hundred dollars (\$1,200)~~ **three thousand dollars (\$3000)** towards counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial and job placement counselling services.

6.4.7 A person who has received a transition support measure, pay in lieu of unfulfilled surplus period, or an education allowance, and is reappointed to the public service shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of such reappointment or hiring to the end of the original period for which the transition support measure or education allowance was paid.

6.4.8 Notwithstanding 6.4.7, an opting employee who has received an education allowance will not be required to reimburse tuition expenses and costs of books and mandatory equipment for which he or she cannot get a refund.

6.4.9 The deputy head shall ensure that pay in lieu of unfulfilled surplus period is only authorized where the employee's work can be discontinued on the resignation date and no additional costs will be incurred in having the work done in any other way during that period.

6.4.10 If a surplus employee who has chosen or is deemed to have chosen Option 6.4.1(a) refuses a reasonable job offer at any time during the twelve (12) month surplus priority period, the employee is ineligible for pay in lieu of unfulfilled surplus period.

6.4.11 Approval of pay in lieu of unfulfilled surplus period is at the discretion of management, but shall not be unreasonably denied.

6.5 Retention payment

6.5.1 There are three (3) situations in which an employee may be eligible to receive a retention payment. These are total facility closures, relocation of work units and alternative delivery initiatives.

6.5.2 All employees accepting retention payments must agree to leave the core public administration without priority rights.

6.5.3 An individual who has received a retention payment and, as applicable, either is reappointed to that portion of the core public administration specified from time to time in Schedules I and IV of the *Financial Administration Act* or is hired by the new employer within the six (6) months immediately following his or her resignation shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of such reappointment or hiring to the end of the original period for which the lump sum was paid.

6.5.4 The provisions of 6.5.5 shall apply in total facility closures where public service jobs are to cease and:

- a. such jobs are in remote areas of the country;
or
- b. retraining and relocation costs are prohibitive;
or
- c. prospects of reasonable alternative local employment (whether within or outside the core public administration) are poor.

6.5.5 Subject to 6.5.4, the deputy head shall pay to each employee who is asked to remain until closure of the work unit and offers a resignation from the core public administration to take effect on that closure date, a sum equivalent to six (6) months' pay payable on the day on which the departmental or organizational operation ceases, provided the

employee has not separated prematurely.

6.5.6 The provisions of 6.5.7 shall apply in relocation of work units where core public administration work units:

- a. are being relocated;
and
- b. the deputy head of the home department or organization decides that, in comparison to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of workplace relocation;
and
- c. the employee has opted not to relocate with the function.

6.5.7 Subject to 6.5.6, the deputy head shall pay to each employee who is asked to remain until the relocation of the work unit and who offers a resignation from the core public administration to take effect on the relocation date, a sum equivalent to six (6) months' pay payable on the day on which the departmental or organizational operation relocates, provided the employee has not separated prematurely.

6.5.8 The provisions of 6.5.9 shall apply in alternative delivery initiatives:

- a. where the core public administration work units are affected by alternative delivery initiatives;
- b. when the deputy head of the home department or organization decides that, compared to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of the transfer to the new employer;
and
- c. where the employee has not received a job offer from the new employer or has received an offer and did not accept it.

6.5.9 Subject to 6.5.8, the deputy head shall pay to each employee who is asked to remain until the transfer date and who offers a resignation from the core public administration to take effect on the transfer date, a sum equivalent to six (6) months' pay payable upon the transfer date, provided the employee has not separated prematurely.

NEW 6.6 Pension Waiver

6.6.1 If an employee resigns or is laid off as a result a workforce adjustment before being eligible to receive an unreduced pension benefit, the following options may be available to them:

- **A deferred annuity;**
- **An annual allowance; or**
- **A transfer value.**

6.6.2 In general, if an employee retires before meeting the age and service criteria set by the pension plan, they are entitled to an annual allowance (a reduced pension). Because the employee was laid off under a WFA, they may be eligible to have the pension reduction waived from their annual allowance.

6.6.3 To qualify for the early pension waiver, the employee must be within five years of the age of eligibility for a pension, have two or more years of pensionable service and have been employed in the public service for one or more periods totaling at least 10 years.

NEW 6.7 Selection of Employees for Retention or Layoff

6.7.1 When some but not all employees at the same group and level in a work unit are to be retained, the employer will use a process of selection of employees for retention and layoff based on seniority.

6.7.2 The employer shall meet its legislated employment equity obligations.

Part VII: special provisions regarding alternative delivery initiatives

Preamble

The administration of the provisions of this part will be guided by the following principles:

- a. fair and reasonable treatment of employees;
- b. value for money and affordability;
and
- c. maximization of employment opportunities for employees.

7.1 Definitions

For the purposes of this part, an **alternative delivery initiative** (diversification des modes de prestation des services) is the transfer of any work, undertaking or business of the core public administration to any body or corporation that is a separate agency or that is outside the core public administration.

For the purposes of this part, a **reasonable job offer** (offre d'emploi raisonnable) is an offer of employment received from a new employer in the case of a Type 1 or Type 2 transitional employment arrangement, as determined in accordance with 7.2.2.

For the purposes of this part, a **termination of employment** (licenciement de l'employé-e) is the termination of employment referred to in paragraph 12(1)(f.4) of the *Financial Administration Act*.

7.2 General

Departments or organizations will, as soon as possible after the decision is made to proceed with an alternative delivery initiative (ADI), and if possible, not less than one

hundred and eighty (180) days prior to the date of transfer, provide notice to the Alliance component(s) of its intention.

The notice to the Alliance component(s) will include:

- a. the program being considered for ADI;
- b. the reason for the ADI;
and
- c. the type of approach anticipated for the initiative.

A joint Workforce Adjustment-Alternative Delivery Initiative (WFA-ADI) committee will be created for ADI and will have equal representation from the department or organization and the component(s). By mutual agreement, the committee may include other participants. The joint WFA-ADI committee will define the rules of conduct of the committee.

In cases of ADI, the parties will establish a joint WFA-ADI committee to conduct meaningful consultation on the human resources issues related to the ADI in order to provide information to the employee which will assist him or her in deciding on whether or not to accept the job offer.

1. Commercialization

In cases of commercialization where tendering will be part of the process, the members of the joint WFA-ADI committee shall make every reasonable effort to come to an agreement on the criteria related to human resources issues (for example, terms and conditions of employment, pension and health care benefits, the take-up number of employees) to be included in the request for proposal process. The committee will respect the contracting rules of the federal government.

2. Creation of a new agency

In cases of the creation of new agencies, the members of the joint WFA-ADI committee shall make every reasonable effort to agree on common recommendations related to human resources issues (for example, terms and conditions of employment, pension, and health care benefits) that should be available at the date of transfer.

3. Transfer to existing employers

In all other ADI where an employer-employee relationship already exists, the parties will hold meaningful consultations to clarify the terms and conditions that will apply upon transfer

In cases of commercialization and the creation of new agencies, consultation opportunities will be given to the component(s); however, in the event that agreements are not possible, the department may still proceed with the transfer.

7.2.1 The provisions of this part apply only in the case of alternative delivery initiatives and are in exception to other provisions of this appendix. Employees who are affected by alternative delivery initiatives and who receive job offers from the new employer shall be treated in accordance with the provisions of this part, and only where specifically indicated will other provisions of this appendix apply to them. **Employees who are affected by alternative delivery initiatives and who do not receive job offers from the new employer shall be treated in accordance with Parts I-VI of this appendix.**

7.2.2 There are three (3) types of transitional employment arrangements resulting from alternative delivery initiatives:

a. Type 1, full continuity

Type 1 arrangements meet all of the following criteria:

**

- i. legislated successor rights apply; specific conditions for successor rights applications will be determined by the labour legislation governing the new employer;
- ii. the *Directive on Terms and Conditions of Employment*, the terms of the collective agreement referred to therein and/or the applicable compensation plan will continue to apply to unrepresented and excluded employees until modified by the new employer or by the Federal Public Sector Labour Relations and Employment Board (FPSLREB) pursuant to a successor rights application;
- iii. recognition of continuous employment, as defined in the *Directive on Terms and Conditions of Employment*, for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights;
- iv. pension arrangements according to the Statement of Pension Principles set out in Annex A or, in cases where the test of reasonableness set out in that Statement is not met, payment of a lump sum to employees pursuant to 7.7.3;
- v. transitional employment guarantee: a two (2) year minimum employment guarantee with the new employer;
- vi. coverage in each of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
- vii. short-term disability bridging: recognition of the employee's earned but unused sick leave credits up to the maximum of the new employer's LTDI waiting period.

b. Type 2, substantial continuity

Type 2 arrangements meet all of the following criteria:

- i. the average new hourly salary offered by the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty-five per cent (85%) or greater of the group's

- current federal hourly remuneration (= pay + equal pay adjustments + supervisory differential) when the hours of work are the same;
- ii. the average annual salary of the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty-five per cent (85%) or greater of federal annual remuneration (= per cent or greater of federal annual remuneration (= pay + equal pay adjustments + supervisory differential) when the hours of work are different;
- iii. pension arrangements according to the Statement of Pension Principles as set out in Annex A or, in cases where the test of reasonableness set out in that Statement is not met, payment of a lump sum to employees pursuant to 7.7.3;
- iv. transitional employment guarantee: employment tenure equivalent to that of the permanent workforce in receiving organizations or a two (2) year minimum employment guarantee;
- v. coverage in each area of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
- vi. short-term disability arrangement.

c. Type 3, lesser continuity

A Type 3 arrangement is any alternative delivery initiative that does not meet the criteria applying in Type 1 and Type 2 transitional employment arrangements.

7.2.3 For Type 1 and Type 2 transitional employment arrangements, the offer of employment from the new employer will be deemed to constitute a reasonable job offer for purposes of this part.

7.2.4 For Type 3 transitional employment arrangements, an offer of employment from the new employer will not be deemed to constitute a reasonable job offer for purposes of this part.

7.3 Responsibilities

7.3.1 Deputy heads will be responsible for deciding, after considering the criteria set out above, which of the types applies in the case of particular alternative delivery initiatives.

7.3.2 Employees directly affected by alternative delivery initiatives are responsible for seriously considering job offers made by new employers and advising the home department or organization of their decision within the allowed period.

7.4 Notice of alternative delivery initiatives

7.4.1 Where alternative delivery initiatives are being undertaken, departments or organizations shall provide written notice to all employees offered employment by the new employer, giving them the opportunity to choose whether or not they wish to accept the offer.

7.4.2 Following written notification, employees must indicate within a period of sixty (60) days their intention to accept the employment offer, except in the case of Type 3 arrangements, where home departments or organizations may specify a period shorter than sixty (60) days, but not less than thirty (30) days.

7.5 Job offers from new employers

7.5.1 Employees subject to this appendix (see Application) and who do not accept the reasonable job offer from the new employer in the case of Type 1 or Type 2 transitional employment arrangements will be given four (4) months' notice of termination of employment and their employment will be terminated at the end of that period or on a mutually agreed-upon date before the end of the four (4) month notice period, except where the employee was unaware of the offer or incapable of indicating an acceptance of the offer.

7.5.2 The deputy head may extend the notice-of-termination period for operational reasons, but no such extended period may end later than the date of the transfer to the new employer.

7.5.3 Employees who do not accept a job offer from the new employer in the case of Type 3 transitional employment arrangements may be declared opting or surplus by the deputy head in accordance with the provisions of the other parts of this appendix.

7.5.4 Employees who accept a job offer from the new employer in the case of any alternative delivery initiative will have their employment terminated on the date on which the transfer becomes effective, or on another date that may be designated by the home department or organization for operational reasons, provided that this does not create a break in continuous service between the core public administration and the new employer.

7.6 Application of other provisions of the appendix

7.6.1 For greater certainty, the provisions of Part II, Official Notification, and section 6.5, Retention Payment, will apply in the case of an employee who refuses an offer of employment in the case of a Type 1 or Type 2 transitional employment arrangement. A payment under section 6.5 may not be combined with a payment under the other section.

7.7 Lump-sum payments and salary top-up allowances

7.7.1 Employees who are subject to this appendix (see application) and who accept the offer of employment from the new employer in the case of Type 2 transitional employment arrangements will receive a sum equivalent to three (3) months' pay, payable on the day on which the departmental or organizational work or function is transferred to the new employer. The home department or organization will also pay these employees an eighteen (18) month salary top-up allowance equivalent to the difference between the remuneration applicable to their core public administration position and the salary applicable to their position with the new employer. This allowance will be paid as a lump

sum, payable on the day on which the departmental or organizational work or function is transferred to the new employer.

7.7.2 In the case of individuals who accept an offer of employment from the new employer in the case of a Type 2 arrangement and whose new hourly or annual salary falls below eighty per cent (80%) of their former federal hourly or annual remuneration, departments or organizations will pay an additional six (6) months of salary top-up allowance for a total of twenty-four (24) months under this section and 7.7.1. The salary top-up allowance equivalent to the difference between the remuneration applicable to their core public administration position and the salary applicable to their position with the new employer will be paid as a lump sum, payable on the day on which the departmental or organizational work or function is transferred to the new employer.

7.7.3 Employees who accept the reasonable job offer from the successor employer in the case of Type 1 or Type 2 transitional employment arrangements where the test of reasonableness referred to in the Statement of Pension Principles set out in Annex A is not met, that is, where the actuarial value (cost) of the new employer's pension arrangements is less than six decimal five per cent (6.5%) of pensionable payroll (excluding the employer's costs related to the administration of the plan), will receive a sum equivalent to three (3) months' pay, payable on the day on which the departmental or organizational work or function is transferred to the new employer.

7.7.4 Employees who accept an offer of employment from the new employer in the case of Type 3 transitional employment arrangements will receive a sum equivalent to six (6) months' pay, payable on the day on which the departmental or organizational work or function is transferred to the new employer. The home department or organization will also pay these employees a twelve (12) month salary top-up allowance equivalent to the difference between the remuneration applicable to their core public administration position and the salary applicable to their position with the new employer. The allowance will be paid as a lump sum, payable on the day on which the departmental or organizational work or function is transferred to the new employer. The total of the lump-sum payment and the salary top-up allowance provided under this section will not exceed an amount equivalent to one (1) year's pay.

7.7.5 For the purposes of 7.7.1, 7.7.2 and 7.7.4, the term "remuneration" includes and is limited to salary plus equal pay adjustments, if any, and supervisory differential, if any.

7.8 Reimbursement

7.8.1 An individual who receives a lump-sum payment and salary top-up allowance pursuant to 7.7.1, 7.7.2, 7.7.3 or 7.7.4 and who is reappointed to that portion of the core public administration specified from time to time in Schedules I and IV of the *Financial Administration Act* at any point during the period covered by the total of the lump-sum payment and salary top-up allowance, if any, shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of reappointment to the end of the original period covered by the total of the lump-sum payment and salary

top-up allowance, if any.

7.8.2 An individual who receives a lump-sum payment pursuant to 7.6.1 and, as applicable, is either reappointed to that portion of the core public administration specified from time to time in Schedules I and IV of the *Financial Administration Act* or hired by the new employer at any point covered by the lump-sum payment, shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of the reappointment or hiring to the end of the original period covered by the lump-sum payment.

7.9 Vacation leave credits and severance pay

7.9.1 Notwithstanding the provisions of this agreement concerning vacation leave, an employee who accepts a job offer pursuant to this Part may choose not to be paid for earned but unused vacation leave credits, provided that the new employer will accept these credits.

7.9.2 Notwithstanding the provisions of this agreement concerning severance pay, an employee who accepts a reasonable job offer pursuant to this Part will not be paid severance pay where successor rights apply and/or, in the case of a Type 2 transitional employment arrangement, when the new employer recognizes the employee's years of continuous employment in the public service for severance pay purposes and provides severance pay entitlements similar to the employee's severance pay entitlements at the time of the transfer.

However, an employee who has a severance termination benefit entitlement under the terms of Article 63.05(b) or (c) of Appendix L shall be paid this entitlement at the time of transfer.

7.9.3 Where:

- a. the conditions set out in 7.9.2 are not met,
- b. the severance provisions of this agreement are extracted from this agreement prior to the date of transfer to another non-federal public sector employer,
- c. the employment of an employee is terminated pursuant to the terms of 7.5.1, or
- d. the employment of an employee who accepts a job offer from the new employer in a Type 3 transitional employment arrangement is terminated on the transfer of the function to the new employer,

the employee shall be deemed, for purposes of severance pay, to be involuntarily laid off on the day on which employment in the core public administration terminates.

Annex A: statement of pension principles

1. The new employer will have in place, or His Majesty in right of Canada will require the new employer to put in place, reasonable pension arrangements for

transferring employees. The test of “reasonableness” will be that the actuarial value (cost) of the new employer pension arrangements will be at least ~~six decimal five per cent (6.5%)~~ **nine decimal seventeen per cent (9.17%)** of pensionable payroll, which in the case of defined-benefit pension plans will be as determined by the assessment methodology dated October 7, 1997, developed by Towers Perrin for the Treasury Board. This assessment methodology will apply for the duration of this agreement. Where there is no reasonable pension arrangement in place on the transfer date or no written undertaking by the new employer to put such reasonable pension arrangement in place effective on the transfer date, subject to the approval of Parliament and a written undertaking by the new employer to pay the employer costs, *Public Service Superannuation Act* coverage could be provided during a transitional period of up to a year.

2. Benefits in respect of service accrued to the point of transfer are to be fully protected.
3. His Majesty in right of Canada will seek portability arrangements between the Public Service Superannuation Plan and the pension plan of the new employer where a portability arrangement does not yet exist. Furthermore, His Majesty in right of Canada will seek authority to permit employees the option of counting their service with the new employer for vesting and benefit thresholds under the *Public Service Superannuation Act*.

Annex B

Years of service in the public service	Transition Support Measure (TSM) (payment in weeks' pay)
0	10
1	22
2	24
3	26
4	28
5	30
6	32
7	34
8	36
9	38
10	40
11	42
12	44
13	46
14	48
15	50
16	52
17	52
18	52
19	52
20	52
21	52
22	52
23	52
24	52
25	52
26	52
27	52
28	52
29	52
30	49
31	46
32	43
33	40
34	37
35	34

Years of service in the public service	Transition Support Measure (TSM) (payment in weeks' pay)
36	31
37	28
38	25
39	22
40	19
41	16
42	13
43	10
44	07
45	04

For indeterminate seasonal and part-time employees, the transition support measure will be pro-rated in the same manner as severance pay under the terms of this agreement.

Severance pay provisions of this agreement are in addition to the transition support measure.

APPENDIX G
**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.~~

The parties recognize that the Pay Equity Act (S.C. 2018, c. 27, s. 416) ties job classes in the Core Public Administration to the groups and levels of the Treasury Board classification system, and that as a result, classification reform is fundamentally a pay equity and human rights matter.

The parties further recognize that, in response to concerns raised by the Bargaining Agent around gender bias in the PA job evaluation standards approved by Cabinet in 2018, and as part of the resolution of the policy grievance in this matter, the Employer committed to meaningfully consulting with the Bargaining Agent regarding the gender-based analysis of the previously approved classification reforms to the PA group, the conclusions and recommendations of the analysis, and next steps.

The Alliance and the Employer shall meet no later than September 18, 2026, to begin consultations on next steps following the delivery of the gender-based analysis report to the Alliance. The Employer shall continue to meaningfully consult the Bargaining Agent on the review and redesign of the PA occupational group, including on such specific elements as the group structure, level structure, job evaluation standard, conversion processes and conversion recourse. The Employer agrees that gender neutrality and internal equity shall be primary design considerations in the review and redesign of the PA occupational group.

For consultation to be meaningful, the Employer must reasonably ensure that the Bargaining Agent has an opportunity to express its interests and concerns. To fully participate in consultation, the Bargaining Agent must be provided with timely access to relevant and complete information, adequate time to provide informed feedback, and reasoned responses to its feedback. The Employer must give

serious consideration to the Bargaining Agent's feedback and must, wherever possible, clearly reflect that feedback in the review and redesign of the PA occupational group structure, and provide reasoned explanations wherever feedback is not incorporated.

The parties agree that quarterly meetings, chaired by the Employer's representative and including representatives of both the Employer and the Bargaining Agent, shall be the primary forum for the Parties to discuss and exchange information and feedback in relation to the PA occupational group structure review and classification reform.

Prior to the submission for Treasury Board approval of any redesigned elements of the PA occupational group, the Employer shall ensure that the Bargaining Agent is satisfied that the elements do not discriminate on the basis of gender and that they respect principles of gender-neutral job evaluation, pay equity, and internal equity.

****Appendix M**

Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada with Respect to Mental Health in the Workplace

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

In 2015, the Employer and the Alliance entered into a memorandum of understanding with respect to mental health in the workplace as part of the collective agreement which established the Joint Task Force on Mental Health (the Joint Task Force). The terms of this memorandum of understanding have been met.

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

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

To support the Centre of Expertise on Mental Health, the parties agree to establish a renewed governance structure that includes an Advisory Board.

The Advisory Board will be comprised of an equal number of Union and Employer representatives. Each party will be responsible for determining their respective Advisory Board representatives. The Advisory Board will establish terms of reference which may be amended by mutual consent.

~~This memorandum of understanding expires on the expiry date of this collective agreement.~~

**** Appendix S**

Memorandum of Understanding Between the Treasury Board of Canada (the Employer) and the Public Service Alliance of Canada (hereafter the Alliance) for the Review of Sick Leave and Disability Management for Royal Canadian Mounted Police Civilian Members Classified as SP-ADM, SP-CK, SP-LN, FLI-FIT-01, and SP-PDM

This memorandum of understanding (MOU) is to give effect to the understanding reached between the Employer, the Royal Canadian Mounted Police (RCMP), and the Alliance (hereafter referred to as “the parties”) regarding sick leave, injury-on-duty, disability management and long-term disability insurance applicable to the civilian members classified as SP-ADM, SP-CK, SP-LN, FLI-FIT-01, and SP-PDM.

The parties acknowledge the differences between the civilian members in the bargaining unit from the rest of the federal public service, including employees within the AS, IS, PM, WP, CM, DA, CR, OE, and ST groups. To this end, the parties agree to create a joint working group to review the sick leave, injury-on-duty and disability management entitlements currently applicable to the civilian members classified as SP-ADM, SP-CK, SP-LN, FLI-FIT-01, and SP-PDM, and to discuss options to modernize it.

The joint working group will meet within 120 days of the effective date of the collective agreement to commence its work. This timeline may be extended by mutual agreement between the parties.

The following articles/clauses will not apply to Royal Canadian Mounted Police Civilian Members classified SP-ADM, SP-CK, SP-LN, FLI-FIT-01, and SP-PDM for the duration of this MOU:

- Article 35 – Sick leave with pay
- Article 37 – Injury-on-duty leave
- Clause 38.03 – Special maternity allowance for totally disabled employees (part of Article 38 – Maternity leave without pay)
- Clause 40.03 – Special parental allowance for totally disabled employees (part of Article 40 – Parental leave without pay)
- Clause 65.11 – sick leave (part of Article 65 – Part-time employees)

This memorandum will remain in effect until ~~the renewal of the collective agreement, or upon a decision of the Treasury Board on the RCMP category of employees, or upon agreement between the parties on the implementation of a modernized regime, whichever comes first.~~

For greater clarity, it may be ~~renewed or~~ amended by mutual consent of the parties.

NEW APPENDIX

Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada with Respect to a Joint Committee on Emerging Technology

This Memorandum of Understanding (MOU) is to give effect to the agreement reached between the Treasury Board (the Employer) and the Public Service Alliance of Canada (the union) regarding the establishment of a National Joint Committee on Emerging Technology (hereinafter “the Committee”).

The parties recognize that emerging technologies, including but not limited to artificial intelligence (AI), automated decision-making, and electronic surveillance, have the potential to significantly impact the work of employees. These rapidly advancing technologies raise important considerations regarding job security, employee privacy, workplace surveillance, and required skill development.

The Employer and the union agree that collaboration and being proactive is essential to ensuring that new technologies are implemented in a fair, transparent, manner that is informed by the interests of employees.

- 1. The Joint Committee on Emerging Technology shall be established within sixty (60) days of the signing of this MOU.**
 - a. The Committee shall be co-chaired by one (1) representative from the Employer and one (1) representative from the Alliance.**
 - b. Each party shall appoint at least one (1) permanent committee member with professional training or expertise in emerging technologies, AI, or related fields.**
 - c. Each party shall appoint additional committees members, as agreed upon in the terms of reference, to ensure coverage across affected departments.**
- 2. The Committee shall be responsible for reviewing and making recommendations regarding the role and impact of emerging technologies on workplace conditions. Specifically, the Committee shall:**
 - a. Assess the role and effects of emerging technologies distinct from existing technologies on employees' working conditions. This includes, but is not limited to:**
 - i. Artificial intelligence (AI),**
 - ii. Generative AI,**
 - iii. Automated decision-making,**
 - iv. Electronic surveillance, and**
 - v. Any other related new or evolving workplace technologies.**

- b. Develop guiding criteria to identify positions to identify and assess the potential risks and benefits of these technologies, particularly in relation to:
 - i. Employees' working conditions and job functions,**
 - ii. Work arrangements, including remote work,**
 - iii. Workplace privacy and data security,**
 - iv. Environmental impact,**
 - v. Job security, and**
 - vi. The psychological health and safety of employees, including concerns related to job stress, surveillance, workload, and work intensification.****
- c. Identify available training programs, including those offered by the Canada School of Public Service (CSPS) and other departmental initiatives.**
- d. Assess gaps in training availability and make recommendations to:
 - i. Enhance employee access to relevant training courses,**
 - ii. Ensure employees can complete training within working hours, and**
 - iii. Increase awareness of AI and technology training opportunities through joint employer-union communication strategies.****
- e. Identify privacy risks and data security concerns and propose recommendations to address them**
- f. Assist in the development of departmental joint committees on Emerging Technology**
- g. The Committee shall meet monthly and additional meetings may be scheduled by mutual agreement if required.**
- h. The Committee shall submit written recommendations based on its findings annually.**

**NEW APPENDIX
GROUP SPECIFIC PROVISIONS APPLICABLE TO DATA
COLLECTION CLERKS (DCC)**

Definitions

For the purpose of this appendix:

“assigned workweek” means the weekly average of the hours worked calculated on a monthly basis. For clarity all leave with pay shall be counted for the purpose of calculating the assigned workweek.

“employee” means an Alliance represented members working for Statistics Canada as Data Collection Clerks (DCC).

1. General

1.1 For clarity, in addition to the following, all the provisions of the Collective agreement shall apply.

1.2 Notwithstanding clause 65.02 of this collective agreement and unless otherwise specified in this appendix, part-time employees shall be entitled to the full benefits provided under the agreement regardless of their assigned workweek.

1.3 The assigned workweek is used to determine eligibility for the dental plan and to determine eligibility for and to calculate premiums and benefits for Disability Insurance (DI), Superannuation (Pension), and death benefits.

1.4 A part-time employee shall receive designated holiday pay equivalent to their assigned weekly hours, proportionate to the hours they would normally be scheduled to work in a week, rather than as a fixed percentage of straight-time hours worked.

1.5 If the employee, within a year of the termination of their term contract, signs a new term contract, any sick leave credits earned from the previous contract will be carried over.

1.6 Second Language Premium

Where the Employer determines an employee who is fluent in a second language is to interact in the second language, such employee shall be paid a premium of three dollars (\$3.00) per hour for all hours worked at the straight-time rate.

1.7 An employee required to do field work shall be provided with a work phone that

includes a data plan.

2. Hours of Work

2.1 The employer shall provide an employee with a minimum assigned workweek of twenty-two (22) hours per week.

2.2 The Employer will maximize hours of work for existing employees before hiring new employees.

2.3 The Employer will avoid excessive fluctuations and changes to the hours of work. Unless otherwise agreed upon in writing by the employee, an assigned workweek shall not fluctuate by more than ten percent (10%) from one scheduling period to the next.

2.4 Any time an employee is notified of changes to his/her assigned workweek, a written notice including an explanation of the changes shall be given to the employee.

2.5 If an employee believes that his/her assigned workweek is inconsistent with his/her actual hours, the employee may request a review by the Employer. If the review confirms such inconsistencies, the Employer will correct such inconsistencies accordingly.

2.6 When additional work is required, the additional hours shall be offered in order of years of service to readily available and qualified employees.

3. Work Schedule

3.1 The normal workday shall be between the hours of 8 am and 9 pm subject to 25.12 b).

3.2 Where an employee is required to work five consecutive (5) days, the Employer shall schedule the hours of work so that the employee obtains two (2) consecutive days off, unless travelling as per 3.3 below or otherwise agreed by the employee. The consecutive days off may be in separate calendar weeks.

3.3 Where an employee is required to spend five (5) (or multiple of five) consecutive nights away from their home the employer shall schedule the hours of work so that the employee obtains two (2) consecutive days off upon returning for each five-night period away from home. The consecutive days off may be in separate calendar weeks.

Employees must be consulted and must agree before travel times can be extended.

- 3.4 The Employer shall set up a main template schedule for a fifty-six (56) day period, posted at least fifteen (15) days in advance.**
- 3.5 Consultation will be held at the local level with a view to establishing the main schedule. Such consultation will include all aspects of arrangements of the schedules.**
- 3.6 Once a mutually acceptable agreement is reached at the local level, the proposed main template schedule will be submitted at the respective Employer and Alliance headquarters levels for approval before the implementation.**
- 3.7 To amend an existing and agreed upon main template schedule the employer will need to consult again at the local level and receive approval from the Alliance at the headquarters levels.**
- 3.8 The employees will be required to register the employee availability in a form and format to be determined jointly by the parties as per clause 3.4.**
- 3.9 The Employer will use the availability form to schedule work according to the employee's availability restriction for each 56-day period.**
- 3.10The employee is responsible to notify their availability restriction changes. An availability restriction change shall not be unreasonably denied.**
- 3.11The Employer shall consult with the employee beforehand and agrees to give as much advance notice as possible, but no less than seven (7) days, when scheduled hours are to be changed in an employee's workweek and will provide written notice of the change to the employee**
- 3.12Every reasonable effort will be made by the Employer to ensure that the employee returns to his or her original scheduled hours and returns to his or her originally scheduled days of rest for the duration of the main schedule.**
- 3.13If an employee asks for an exchange of scheduled hours within the 56-day schedule, it shall not be unreasonably denied.**

NEW APPENDIX

GROUP SPECIFIC PROVISIONS FOR RCMP CIVILIAN MEMBERS

The Union reserves the right to make proposals at a later date. In particular, PSAC reserves the right to introduce any editorial changes required as per the agreement language effective November 27, 2025.

For the purposes of this appendix, employees are Alliance represented members working for the Royal Canadian Mounted Police (RCMP).

1. Meal break

Operational employees shall receive an annual paid meal premium equal to 6.67% of the annual salary.

This annual premium will be paid on a biweekly basis, and it will be subject to the economic increases provided for in the collective agreement. It will be paid only for the periods for which an employee is receiving regular pay (uninterrupted as a result of extended absence from work on leave with pay).

2. Operational response

2.1 An employee who is designated for Operational Readiness (OR) or Operational Availability (OA) will:

- a. remain deployable,
- b. be reachable via a known telephone number, and
- c. be readily available to return for duty when contacted.

2.2 No Operational Readiness (OR) or Operational Availability (OA) payment shall be granted if an employee is unable to report for duty when required.

2.3 An employee on Operational Readiness (OR) or Operational Availability (OA) 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.

Operational readiness

2.4 An employee can be designated for Operational Readiness (OR) on a workday, when an immediate operational response is required.

2.5 With their consent, an employee can be designated for Operational Readiness (OR) while on regular time off.

2.6 An employee designated for Operational Readiness (OR) while on regular time off will be compensated one hour at the straight-time rate for each four-hour period or part thereof for which they are on Operational Readiness (OR). Compensation will be pro-rated for periods less than four (4) hours.

Operational availability

2.7 An employee can be designated for Operational Availability (OA) on a workday, when an operational response is required within a reasonable time frame.

2.8 With their consent, an employee can be designated for Operational Availability (OA) while on regular time off.

2.9 An employee designated for Operational Availability (OA) while on regular time off will be compensated in accordance with Article 29 (standby).

3. Nomination on an advisory committee.

RCMP Pension Fund Advisory Committee

3.1 Prior to nominating a member on the advisory committee for the RCMP Pension Fund pursuant to section 25.2 (b) of the *Royal Canadian Mounted Police Superannuation Act*, the RCMP shall consult with the Alliance.

Benefit Trust Fund Advisory Committee

3.2 Prior to nominating the “other member” on the advisory committee for the Benefit Trust Fund pursuant to section 50(1) of the *Royal Canadian Mounted Police Regulations, 2014*, the RCMP shall consult with the Alliance.

NEW APPENDIX
ADAPTING WORKPLACES TO CLIMATE CHANGE

XX.01 In recognition of employee's contribution to carbon reduction and lowering emissions, where the employer requires an employee to attend a workplace in person, the employer shall provide:

- a. Reimbursement for public transportation,**
- b. Reimbursement of parking for employees who car-pool,**
- c. Charging stations for electric vehicles, and**
- d. Secure storage for bicycles, e-bicycles and scooters.**