



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

## **TENTATIVE AGREEMENT**

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

**TECHNICAL SERVICES BARGAINING UNIT (TC)**

COMPRISING EMPLOYEES IN THE FOLLOWING CLASSIFICATIONS:

Drafting and Illustration	(DD)
Engineering and Scientific Support	(EG)
General Technical	(GT)
Photography	(PY)
Primary Products Inspection	(PI)
Technical Inspection	(TI)



File: 2121-TC-3

July 23, 2020

**TO: ALL MEMBERS OF THE PSAC – TECHNICAL SERVICES BARGAINING UNIT (TC)**

**RE: TENTATIVE AGREEMENT**

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On July 21, 2020, after two-and-a-half years of negotiations, our TC bargaining team reached a tentative agreement with Treasury Board. Our bargaining team unanimously recommends ratification of our new agreement.

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

The duration of this new agreement is June 22, 2018 to June 21, 2021.

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

#### **Economic Increases**

The tentative agreement contains significant improvements to monetary compensation for members. This includes general wage increases and allowances paid to specific occupations, including Fishery Officers, Environment and Wildlife Enforcement Officers, members working at Fleet Maintenance Facilities and at 202 Work Shop Depot, Labour Affairs Officers, Search and Rescue Coordinators, Hovercraft Crew, Inspectors at Measurement Canada and the Canadian Grain Commission, and certain shore-based positions at the Canadian Coast Guard. Further details are provided below.

The total compensation for all TC group members amounts to a minimum increase of 6.35% over the three years of the collective agreement.

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

All members employed in the TC bargaining unit at the time of signing of the new agreement will receive a one-time payment of \$500 in recognition of the extended collective agreement implementation deadline. Anyone whose new conditions have not been implemented within that timeframe will receive an additional \$50 for every subsequent 90-day delay.

## **1. PAY AND ALLOWANCES**

### **APPENDIX FF – EG COMPARABILITY AT THE CANADIAN FOOD INSPECTION AGENCY**

Although we were not able to achieve parity with EGs at CFIA, we have secured a commitment that we can file for arbitration to resolve this issue outside of regular bargaining. We can do so as early as June 2021. We feel that we have very strong arguments to make the case to achieve parity for EG members. If the employer does not agree to address parity at that time, we can put this issue alone in front of an arbitrator before negotiations in the next round are concluded.

### **RETROACTIVITY FOR NEW ALLOWANCES**

Employees who meet the eligibility criteria for new or amended allowances on the date of signature of the collective agreement are eligible for a one-time lump sum payment to be issued within 180 days of signature of the collective agreement as follows:

- Employees newly eligible for the Appendix AA, DD and EE allowances: \$1,767.
- Employees newly eligible for the Appendix BB allowance: \$1,250.
- Employees already eligible for the current \$3,154 Appendix CC allowance on date of signature of the collective agreement: \$1,100.
- Employees newly eligible for the Appendix CC allowance: \$2,677.
- GT-06 and GT-07 employees already eligible for the current allowance under Appendix W: \$1,080 (GT-06) or \$1,056 (GT-07).
- Employees newly eligible for the allowance under Appendix W: the relevant monthly amount multiplied by six (6).

### **APPENDIX Z – FISHERY OFFICERS ALLOWANCE**

Effective 180 days following the signature of the agreement, Fishery Officers at the GT-02, GT-03, GT-04 and GT-05 levels will receive an increase to their existing annual allowance from \$3,000 to \$3,534.

### **APPENDIX AA – ENFORCEMENT AND WILDLIFE OFFICERS ALLOWANCE**

Effective 180 days following the signature of the agreement, Enforcement and Wildlife Officers at Environment Canada who are fully designated with peace officer powers at levels GT-02, GT-03, GT-04 and GT-05 will receive an increase to their existing annual allowance from \$3,000 to \$3,534. The allowance will expand to include eligible supervisors at the GT-06 and GT-07 levels.

## **APPENDIX BB - DND FLEET MAINTENANCE ALLOWANCE**

Effective 180 days following the signature of the agreement, the existing \$2,500 annual allowance for employees at the EG-06 level working at Fleet Maintenance Facilities will be expanded to cover all employees working in fleet maintenance facilities as well as those at 202 Workshop Depot.

## **APPENDIX CC – ALLOWANCE FOR SEARCH AND RESCUE COORDINATORS AND HOVERCRAFT CREW**

Effective 180 days following the signature of the agreement eligible Search and Rescue Coordinators in a Joint Rescue Coordination Centre will receive an increase to the existing annual allowance from \$3,143 to \$5,354. The allowance will expand to include eligible supervisors and qualified EG and GT hovercraft crew members.

## **APPENDIX DD – LABOUR AFFAIRS OFFICERS ALLOWANCE**

Effective 180 days following the signature of the agreement, Labour Affairs Officers at the TI-05 level will receive an increase to the existing annual allowance from \$3,000 to \$3,534. The allowance will expand to include Labour Affairs Officers at the TI-06 level.

## **APPENDIX EE – ALLOWANCE FOR TIs AT MEASUREMENT CANADA AND THE CANADIAN GRAIN COMMISSION**

Effective 180 days following the signature of the agreement Technical Inspectors at Measurement Canada will receive an increase to their existing annual allowance from \$3,000 to \$3,534. The allowance will expand to TIs from TI-03 to the TI-07 levels at the Canadian Grain Commission.

## **APPENDIX W – EG AND GT EMPLOYEES WORKING SHORE-BASED POSITIONS AT CANADIAN COAST GUARD**

Effective 180 days following the signature of the agreement, the existing monthly allowance paid under this appendix will be increased by \$180 for GT-06's and \$176 for GT-07s. The allowance will expand to cover eligible employees who possess a marine certificate of competency or post-secondary degree/diploma and extensive field experience.

## **ARTICLE 62 – DANGEROUS GOODS**

The Dangerous Goods allowance will now be payable to eligible employees as a monthly allowance of \$75 rather than a daily allowance of \$3.50. (**Article 62.01**)

## **2. HOURS OF WORK AND TRAVEL**

### **ARTICLE 28 – OVERTIME**

Meal reimbursement increased to \$12 from \$10. (**Article 28.10**)

### **ARTICLE 34 – TRAVELLING TIME**

Employees are now compensated for five (5) hours of stop-over (was three hours) when required to travel outside of headquarters area on government business. (**Article 34.02**)

### **APPENDIX I – MEMORANDUM OF AGREEMENT CONCERNING EMPLOYEES IN THE EG GROUP IN THE SEA LAMPREY CONTROL UNIT**

Employees in the Sea Lamprey Control Unit will now be compensated at a 1.75X rate for overtime during the field season.

### **APPENDIX “XX” – MEMORANDUM OF UNDERSTANDING FOR JOINT REVIEW OF APPENDIX C FOR FISHERY OFFICERS PERFORMING OFFSHORE SURVEILLANCE**

A joint union/management committee will look at hours of work while performing off-shore surveillance duties and applicability of travel status. The committee will make proposals to inform the next round of bargaining.

## **3. WORK/LIFE BALANCE**

### **ARTICLE 42 – MATERNITY LEAVE WITHOUT PAY (as per Common Issues)**

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

### **ARTICLE 44 – PARENTAL LEAVE WITHOUT PAY (as per Common Issues)**

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

For parents covered by EI and the QPIP - Introduction of extended parental leave without pay for 86 weeks, with no impact on the five-year limit in Article 45.

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

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

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

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

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

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

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

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

### **Repayment formula**

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

## **ARTICLE 45 – LEAVE WITHOUT PAY FOR THE CARE OF FAMILY**

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

**(NEW) ARTICLE 46 – COMPASSIONATE CARE AND CAREGIVING LEAVE (as per Common Issues)**

Movement of clauses from Article 45 to a stand-alone article. New Caregiving Leave provisions that include the three types of leave provided for under EI:

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

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

**ARTICLE 47 – LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES**

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

**ARTICLE 51 – BEREAVEMENT LEAVE WITH PAY**

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

**APPENDIX K – SPECIAL PROVISIONS FOR EMPLOYEES CONCERNING DIVING DUTY ALLOWANCE, VACATION LEAVE WITH PAY, NATIONAL CONSULTATION COMMITTEE AND TRANSFER AT SEA**

Deletion of language in Appendix K which places limits on when EGs can request vacation.

**APPENDIX M – HOURS OF WORK FOR EMPLOYEES IN PI GROUP**

Housekeeping changes for clarity.

**APPENDIX KK – SUPPORTING EMPLOYEE WELLNESS**

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

#### **4. EMPLOYMENT PROTECTION**

##### **APPENDIX T – WORKFORCE ADJUSTMENT (as per Common Issues)**

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

#### **5. WORKPLACE RIGHTS**

##### **ARTICLE 12 – USE OF EMPLOYER FACILITIES (as per Common Issues)**

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

##### **ARTICLE 14 – LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS (as per Common Issues)**

Housekeeping changes.

##### **ARTICLE 55 – (NEW CLAUSE) DOMESTIC VIOLENCE LEAVE (as per Common Issues)**

New: ten days of annual leave for employees who are subject to domestic violence.

##### **APPENDIX H – JOINT LEARNING PROGRAM (as per Common Issues)**

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

##### **APPENDIX S – IMPLEMENTATION (as per Common Issues)**

Language detailing the implementation of the collective agreement including a \$500 amount payable within 180 days of signature, in recognition of extended implementation timeframes and the significant number of transactions that have not been entered in the pay system. For employees whose new conditions are not implemented within 180 days, they will receive an additional \$50 allowance for every subsequent complete period of 90 days their collective agreement is not implemented.

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



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

New job evaluation standards to be completed by March 31, 2022.

## **APPENDIX HH – MENTAL HEALTH (as per Common Issues)**

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

## **APPENDIX II – CHILDCARE (as per Common Issues)**

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

## **(NEW) APPENDIX “XX” – A JOINT STUDY ON SUPPORT MECHANISMS FOR EMPLOYEES**

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

## **ARTICLE 68 – DURATION**

The new agreement, if ratified by the membership, will expire on June 21, 2021.

## **OTHER ISSUES**

### **ARTICLE 3 – APPLICATION**

Language to ensure gender neutrality through the collective agreement.

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

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

## LETTER OF UNDERSTANDING WITH RESPECT TO THE COLLECTION OF DATA ON INJURY ON DUTY LEAVE

The Employer made a commitment to undertake significant data gathering concerning the use of Injury-on-Duty Leave for the TC group. The data set will serve as a basis for discussions between the parties in the next round of bargaining.

**Housekeeping changes** to numerous articles to correct clause references, titles and typos. Deletion of provisions which are no longer applicable, including Volunteer Leave, Appendix P and Appendix V.

The new agreement, if ratified by the membership, will expire on June 21, 2021.

Your Bargaining Team, comprising:

Jean Cloutier  
Richard Dollimount  
Scott Hodge  
Karen Houlahan

Jean Lipari  
Kevin Lundstrom  
Sheri B. Parent  
Scott (Robert) McNab  
Patrick St. Georges

Silja Freitag, PSAC Research Officer  
Seth Sazant, PSAC Negotiator

unanimously recommends **acceptance** of this tentative agreement.

Sincerely,



Sharon DeSousa  
Regional Executive Vice-President

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

## **TC SPECIFIC ARTICLES AND APPENDICES**

**TENTATIVE AGREEMENT**  
**TO SETTLE COLLECTIVE BARGAINING**  
**BETWEEN THE**  
**PUBLIC SERVICE ALLIANCE OF CANADA**  
**AND THE TREASURY BOARD SECRETARIAT**  
**IN RESPECT OF THE**  
**TECHNICAL SERVICES (TC) GROUP**

The Employer proposes this final offer to settle, contingent upon agreeing to the following items:

1. Increases to the rates of pay, as identified at Annex A.
2. Duration – three (3) year agreement, expiring on June 21, 2021, as identified at Annex B.
3. Increases and expansions to the following allowances, as identified at Annex C:
  - Appendix W – Employees in the Engineering and Scientific Support (EG) and General Technical (GT) Groups Working Shore-Based Positions at Canadian Coast Guard (CCG): expand the application and increase the monthly payments at the GT-06 and GT-07 levels.
  - Appendix Z - Memorandum of Understanding in Respect of Employees in the General Technical (GT) Group Working as Fishery Officers: increase the allowance to \$3,534.
  - Appendix AA – Employees in the General Technical (GT) Group Working as Enforcement and Wildlife Officers at Environment Canada: expand the application to GT-06 and GT-07 positions performing the duties of Enforcement and Wildlife Officers and increase to \$3,534.
  - Appendix BB – Employees in the Engineering and Scientific Support (EG) Group Working at Fleet Maintenance Facilities at the Department of National Defence: expand the application to all employees working at Fleet Maintenance Facilities and Formation Technical Authority and 202 Workshop Depot.
  - Appendix CC – Employees in the General Technical (GT) Group Working as Search and Rescue Coordinators in a Joint Rescue Coordination Centre (JRCC): expand the application to all GT employees working as Search and Rescue Coordinators at JRCC and GT and EG employees working at Air Cushioned Vehicles (ACV) and increase allowance from \$3,154 to \$5,354.
  - Appendix DD – Employees in the Technical Inspector (TI) Group working as a Labour Affairs Officer at Employment and Social Development Canada: expand the application to all employees in the TI sub-group working as Labour Affairs Officers at ESDC and increase to \$3,534.

- Appendix EE – Memorandum of Understanding in Respect of Employees in the Technical Inspector (TI) Group Working at Measurement Canada: expand to TI employees working at the Canadian Grain Commission (CGC) and increase to \$3,534.

4. Amendments to the following provisions, as identified at Annex D:

- Article 28 – Overtime:
  - 28.10: increase meal allowance to \$12.00.
- Article 34 – Travelling Time:
  - 34.02: increase stop-over to five (5) hours.
- Article 45 – Leave without Pay for the Care of Family: expand definition of family and delete compassionate care leave provisions.
- Article 47 – Leave with Pay for Family-Related Responsibilities: expand definition of family.
- Article 51 – Bereavement Leave with Pay: expand definition of family.
- Article 62 – Dangerous goods: move to a monthly amount of \$75 instead of a daily amount of \$3.50.
- Appendix I – Memorandum of Agreement Concerning Employees in the Engineering and Scientific Group in the Sea Lamprey Control Unit.
- Appendix K – Special Provisions for Employees Concerning Diving Duty Allowance, Vacation Leave with Pay, National Consultation Committee and Transfer at Sea: delete K-2.
- Appendix M – Hours of Work for Employees in the Primary Products Inspection (PI) group: improve clarity.
- Appendix FF – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada With Respect to Comparability at the Canadian Food Inspection Agency.
- Appendix GG – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada With Respect to Occupational Group Structure Review and Classification Reform for the Technical Services (TC) Bargaining Unit: extension of completion date for new job evaluation standards to March 31, 2022.
- (New) Appendix “XX” – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to a Joint Study on Support Mechanisms for Employees.
- (New) Appendix “XX” – Memorandum of Understanding with Respect to the Joint Review of Appendix C applicable to Fishery Officers in the General Technical (GT) Group Working Offshore Surveillance at the Department of Fisheries and Oceans (DFO).

5. The following common items agreed to as part of the Program and Administrative Services (PA) group tentative agreement (signed July 9, 2020), and that apply to the TC group, remain agreed to and form part of this comprehensive offer:
- Article 3 – Application
  - Article 12 – Use of Employer Facilities.
  - Article 14 – Leave with or without pay for Alliance Business.
  - Article 42 – Maternity Leave without Pay: in the context of returning to work, expand to federal public administration as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*.
  - Article 44 – Parental Leave without Pay: recognize the EI and QPIP benefits, aligning with the period where employees are in receipt of EI and QPIP benefits.
  - (New) Article 46 – Caregiving Leave.
  - Article 55 – Leave with or without Pay for other reasons – (New clause) Domestic Violence Leave.
  - Appendix H – Memorandum of Understanding between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to a Joint Learning Program.
  - Appendix S – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada With Respect to Implementation of the Collective Agreement.
  - Appendix T – Workforce Adjustment.
  - Appendix HH – Memorandum of Understanding between the Treasury Board and the Public Service Alliance of Canada With Respect to Mental Health in the Workplace.
  - Appendix II – Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada with respect to Childcare.
  - Appendix KK – Memorandum of Agreement on Supporting Employee Wellness.
6. All items agreed to and signed during the course of negotiations form part of this offer, unless otherwise specified:
- Changes to references to the Public Service Labour Relations Board (PSLRB) / Public Service Labour Relations and Employment Board (PSLREB) and to the Public Service Labour Relations Act (PSLRA).
  - Replace references to “cash payment” with references to “a payment” and replace references to “compensated in cash” with references to “paid”.

- Paragraph 25.07 (c) – Change clause references from 25.11 to 25.14 to 25.12 to 25.15 in English and French.
  - Paragraph 38.15 (b) reference in both English and French to be corrected.
  - Article 29 – Amended clause references from 29.02 and 29.03 to 29.03 and 29.04.
  - Article 46 – Delete Volunteer Leave provisions.
  - Article 49 – Delete transitional Personal Leave with Pay provisions.
  - Appendix K – K 4.01 – Amend “skip” to “ship”.
  - Appendix O – Housekeeping change.
  - Appendix P – Delete.
  - Appendix V – Delete.
7. It is agreed that employees who meet the eligibility criteria for new or amended allowances on the date of signature of the collective agreement are eligible to a one-time lump sum payment as follows:
- Employees newly eligible to the Appendix AA, DD and EE allowances: \$1,767.
  - Employees newly eligible to the Appendix BB allowance: \$1,250.
  - Employees already eligible to the current \$3,154 Appendix CC allowance on date of signature of the collective agreement: \$1,100.
  - Employees newly eligible to the Appendix CC allowance: \$2,677.
  - GT-06 and GT-07 employees already eligible for the current allowance under Appendix W: \$1,080 (GT-06) or \$1,056 (GT-07).
  - Employees newly eligible for the allowance under Appendix W: the relevant monthly amount multiplied by six (6).

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

8. Implementation of the provisions for Article 44 – Parental Leave without pay will be in effect as of the date of signature of the collective agreement.
9. The Employer and the Public Service Alliance of Canada agree to withdraw all other outstanding items.
10. The Public Service Alliance of Canada agree to unanimously recommend the ratification of this tentative agreement to its members and the Employer agrees to unanimously recommend the ratification of this tentative agreement to its principals.
11. Provided that the Public Service Alliance of Canada confirms in writing to the Employer that ratification of the tentative collective agreement by the TC group was successful on or before October 15, 2020, article 3 of the Appendix S – Memorandum of Understanding between the Treasury Board of Canada

and the Public Service Alliance of Canada with respect to the Implementation of the Collective Agreement will be amended as follows:

- References to “non-pensionable amount of four hundred dollars (\$400)” will be replaced “non-pensionable amount of five hundred dollars (\$500)”.

12. Unless otherwise specified, existing provisions are renewed.



**ANNEX A**

**APPENDIX A**

**RATES OF PAY**

Effective June 22, 2018 - increase to rates of pay: 2.8%  
Effective June 22, 2019 - increase to rates of pay: 2.2%  
Effective June 22, 2020 - increase to rates of pay: 1.35%

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

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

**ANNEX B**

**ARTICLE 68**

**DURATION**

**68.01** The duration of this Collective Agreement shall be from the date it is signed to June 21, ~~2018~~**2021**.

## ANNEX C

### APPENDIX W

#### **MEMORANDUM OF UNDERSTANDING IN RESPECT OF EMPLOYEES IN THE ENGINEERING AND SCIENTIFIC SUPPORT (EG) AND GENERAL TECHNICAL (GT) GROUPS WORKING SHORE-BASED POSITIONS AT CANADIAN COAST GUARD (CCG)**

##### **Preamble**

1. In an effort to resolve recruitment and retention problems, the Employer will provide an allowance to incumbents of specific shore-based positions for the performance of duties in the Engineering and Scientific Support (EG) and General Technical (GT) Groups.
2. Employees at Fisheries and Oceans Canada, Canadian Coast Guard who are incumbents of EG-6 and EG-7 and GT-6 through GT-8 levels in the following positions and who possess the listed qualifications shall be entitled to a terminable allowance as listed below.
3. Employees working at Canadian Coast Guard for the Integrated Technical Services and Vessel Procurement who are required in the performance of their duties to have knowledge of and extensive experience in the design, construction, operation or maintenance of vessels as demonstrated by possession of Transport Canada Marine Engineering or Canadian Coast Guard Marine Electrical certificates of competency.

##### **Effective on the date of signature, the previous clause is replaced by the following:**

3. Employees working at Canadian Coast Guard for the Integrated Technical Services and Vessel Procurement who are required in the performance of their duties to have knowledge of ~~and extensive experience in~~ the design, construction, operation or maintenance of vessels as demonstrated by possession of **a marine certificate of competency or post-secondary degree/diploma**, Transport Canada Marine Engineering or Canadian Coast Guard Marine Electrical certificates of competency, **combined with extensive experience in the field**.
4. On the date of signing of this Memorandum of Understanding, the parties agree that incumbents of above listed positions shall be eligible to receive a terminable allowance in the following amounts and subject to the following conditions:
  - a. An allowance to be paid in accordance with the following **table grid**:

##### **i. Commencing on June 22, 2018:**

<b>Position</b>	<b>Monthly Payments</b>
<b>EG-06</b>	\$483
<b>EG-07</b>	\$370
<b>GT-06</b>	\$390
<b>GT-07</b>	\$353
<b>GT-08</b>	\$353

- ii. **Effective 180 days following the signature of the agreement in accordance with subparagraph 2) a) ii) of Appendix S:**

<b>Position</b>	<b>Monthly Payments</b>
<b>EG-06</b>	\$483
<b>EG-07</b>	\$370
<b>GT-06</b>	<del>\$390</del> <b>\$570</b>
<b>GT-07</b>	<del>\$353</del> <b>\$529</b>
<b>GT-08</b>	\$353

- b. The terminable allowance specified above does not form part of an employee's salary.
- c. An employee in a position outlined above shall be paid the terminable allowance for each calendar month for which the employee receives at least seventy-five (75) hours' pay.
- d. The terminable allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this collective agreement.
- e. Subject to 4 (vi) below, the amount of the terminable allowance payable is that amount specified in 4 (i) for the level prescribed in the certificate of appointment of the employee's substantive position.
- f. When an employee is required by the Employer to perform the duties of a higher classification level in accordance with clause 65.07, the terminable allowance payable shall be proportionate to the time at each level.
- g. Part-time employees shall be entitled to the terminable allowance on a pro-rata basis.
5. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.
6. This Memorandum of Understanding expires on June 21, 2021~~18~~.

**APPENDIX Z**

**MEMORANDUM OF UNDERSTANDING IN RESPECT OF EMPLOYEES IN THE GENERAL TECHNICAL (GT) GROUP WORKING AS FISHERY OFFICERS**

1. The Employer will provide an annual allowance to incumbents of General Technical (GT) Group positions at the GT-02 to GT-05 levels for the performance of their duties as Fishery Officers.
2. The parties agree that GT employees shall be eligible to receive the annual allowance in the following amounts and subject to the following conditions:
  - a. ~~Commencing on June 22, 2016~~, GT employees who perform duties of positions identified above, shall be eligible to receive an annual allowance to be paid biweekly.
  - b. The allowance shall be paid in accordance with the following table:

**i. Commencing on June 22, 2018:**

<b>Annual allowance: General Technical (GT)</b>	
<b>Positions</b>	<b>Annual allowance</b>
<b>GT-02</b>	\$3,000
<b>GT-03</b>	\$3,000
<b>GT-04</b>	\$3,000
<b>GT-05</b>	\$3,000

**ii. Effective 180 days following the signature of the agreement in accordance with subparagraph 2) a) ii) of Appendix S:**

<b>Annual allowance: General Technical (GT)</b>	
<b>Positions</b>	<b>Annual allowance</b>
<b>GT-02</b>	<b>\$3,534</b>
<b>GT-03</b>	<b>\$3,534</b>
<b>GT-04</b>	<b>\$3,534</b>
<b>GT-05</b>	<b>\$3,534</b>

- c. The allowance specified above does not form part of an employee's salary.
3. An employee in a position outlined above shall be paid the annual allowance for each calendar month for which the employee receives at least seventy-five (75) hours' pay.
4. Part-time employees shall be entitled to the allowance on a pro-rata basis.
5. This Memorandum of Understanding expires on June 21, ~~2018~~ **2021**.

**APPENDIX AA**

**MEMORANDUM OF UNDERSTANDING IN RESPECT OF EMPLOYEES IN THE GENERAL TECHNICAL (GT) GROUP WORKING AS ENFORCEMENT ~~AND WILDLIFE~~ OFFICERS AT ENVIRONMENT CANADA**

1. The Employer will provide an annual allowance to incumbents of General Technical (GT) Group positions, GT-02 to ~~GT-07 05~~ levels, for the performance of their duties as listed below.
2. The parties agree that GT employees shall be eligible to receive the annual allowance in the following amounts and subject to the following conditions:
  - a. ~~Commencing on June 22, 2016~~, GT employees who perform duties of Enforcement ~~and Wildlife~~ Officers at Environment Canada and who are fully designated with Peace Officer powers shall be eligible to receive an annual allowance to be paid biweekly.
  - b. The allowance shall be paid in accordance with the following table:

**i. Commencing on June 22, 2018:**

<b>Annual allowance: General Technical (GT)</b>	
<b>Positions</b>	<b>Annual allowance</b>
<b>GT-02</b>	\$3,000
<b>GT-03</b>	\$3,000
<b>GT-04</b>	\$3,000
<b>GT-05</b>	\$3,000

**ii. Effective 180 days following the signature of the agreement in accordance with subparagraph 2) a) ii) of Appendix S:**

<b>Annual allowance: General Technical (GT)</b>	
<b>Positions</b>	<b>Annual allowance</b>
<b>GT-02</b>	<b>\$3,534</b>
<b>GT-03</b>	<b>\$3,534</b>
<b>GT-04</b>	<b>\$3,534</b>
<b>GT-05</b>	<b>\$3,534</b>
<b>GT-06</b>	<b>\$3,534</b>
<b>GT-07</b>	<b>\$3,534</b>

- c. The allowance specified above does not form part of an employee's salary.
3. An employee in a position outlined above shall be paid the annual allowance for each calendar month for which the employee receives at least seventy-five (75) hours' pay.
4. Part-time employees shall be entitled to the allowance on a pro-rata basis.
5. This Memorandum of Understanding expires on June 21, ~~2021~~ 2018.

**APPENDIX BB**

**MEMORANDUM OF UNDERSTANDING IN RESPECT OF THE EMPLOYEES IN THE  
ENGINEERING AND SCIENTIFIC SUPPORT (EG) GROUP WORKING AT FLEET  
MAINTENANCE FACILITIES, FORMATION TECHNICAL AUTHORITY OR 202 WORKSHOP  
DEPOT AT THE DEPARTMENT OF NATIONAL DEFENCE**

1. The Employer will provide an annual allowance **to incumbents of Technical Services (TC) Group positions for the performance of their duties.** ~~to incumbents of Engineering and Scientific Support (EG) Group positions at the EG-06 level for the performance of their duties as EGs, listed below.~~
2. The parties agree that ~~EG~~ employees shall be eligible to receive the annual allowance in the following amounts and subject to the following conditions:

- a. ~~Commencing on June 22, 2016 2018,~~ EG-06 level employees who perform EG duties at a Fleet Maintenance Facility at the Department of National Defence either in Production, Engineering or Formation Technical Authority,

and

**Effective on the date of signature, the previous clause is replaced by the following:**

- a. ~~Commencing on June 22, 2016,~~ EG-06 level ~~e~~Employees who perform EG duties at a Fleet Maintenance Facility **or the Formation Technical Authority** at the Department of National Defence **or at the 202 Workshop Depot shall be eligible to receive an annual allowance to be paid biweekly.** ~~either in Production, Engineering or Formation Technical Authority,~~ and

- b. **The allowance shall be paid in accordance with the following table:**

- i. **Commencing on June 22, 2018:**

Annual allowance	
Positions	Annual allowance
EG-06	\$2,500

- ii. **Effective 180 days following the signature of the agreement in accordance with subparagraph 2) a) ii) of Appendix S,**

Annual allowance	
Positions	Annual allowance
All groups	\$2,500

- c. ~~exercising their authority and responsibility directly towards ships, shall be eligible to an annual allowance in the amount of \$2,500, to be paid biweekly.~~

- c. The allowance specified above does not form part of an employee's salary.
- 3. An employee in a position outlined above shall be paid the annual allowance for each calendar month for which the employee receives at least seventy-five (75) hours' pay.
- 4. Part-time employees shall be entitled to the allowance on a pro-rata basis.
- 5. This Memorandum of Understanding expires on June 21, ~~2021~~ 2018.



## APPENDIX CC

### MEMORANDUM OF UNDERSTANDING IN RESPECT OF EMPLOYEES IN THE GENERAL TECHNICAL (GT) GROUP WORKING AS SEARCH AND RESCUE COORDINATORS IN A JOINT RESCUE COORDINATION CENTRE (JRCC) OR MARINE RESCUE COORDINATION CENTRE (MRSC) OR AIR CUSHIONED VEHICLE (ACV)

1. The Employer will provide an annual allowance to incumbents of General Technical (GT) **and Engineering and Scientific Support (EG)** Group positions ~~at the GT-05 level~~ for the performance of their duties ~~as GTs~~, in accordance with the provisions listed below.
2. The parties agree that GT employees working as **SMC qualified** Search and Rescue (SAR) Coordinators **and or/supervisors** at the Canadian Coast Guard in a Joint Rescue Coordination Centre or Maritime Sub-Centre shall be eligible to receive the annual allowance in the following amounts and subject to the following conditions:
  - ~~a. Commencing on June 22, 2016, GT-05 level employees working as Search and Rescue (SAR) Coordinators at the Canadian Coast Guard in a Joint Rescue Coordination Centre or Maritime Sub-Centre,~~  
~~and~~
  - a. who are required in the performance of their duties to have knowledge of and extensive experience in maritime navigation, ship operations, ship stability, meteorology, ship construction and search and rescue planning and coordination,
  - and
  - b. who possess Transport Canada or Canadian Coast Guard Marine certificates of competency.
3. **The parties agree that GT employees working on an air-cushion Vehicle (ACV) shall be eligible to receive the annual allowance in the following amounts and subject to the following conditions:**
  - a. **who are ACV qualified**  
**and**
  - b. **who possess Transport Canada or Canadian Coast Guard Marine certificates of competency.**
4. **The parties agree that EG employees working on an ACV shall be eligible to receive the annual allowance in the following amounts and subject to the following conditions:**
  - a. **who possess an ACV Engineer Class 1 Certification**  
**and**
  - b. **who possess Transport Canada or Canadian Coast Guard Marine certificates of competency,**

**shall be eligible to an annual allowance to be paid biweekly.**

5. The annual allowance shall be received in accordance with the following table:

i. Commencing on June 22, 2018:

Annual allowance	
Position	Annual amount
GT -05 (at JRCC)	\$3,154

ii. Effective 180 days following the signature of the agreement in accordance with subparagraph 2) a) ii) of Appendix S:

Annual allowance	
Positions	Annual amount
GT	\$5,354
EG	\$5,354

6. The allowance specified above does not form part of an employee's salary.
7. An employee in a position outlined above shall be paid the annual allowance for each calendar month for which the employee receives at least seventy-five (75) hours' pay.
8. Part-time employees shall be entitled to the allowance on a pro-rata basis.
9. This Memorandum of Understanding expires on June 21, ~~2021~~ 2018.

**APPENDIX DD**

**MEMORANDUM OF UNDERSTANDING IN RESPECT OF EMPLOYEES IN THE  
TECHNICAL INSPECTOR (TI) GROUP WORKING AS A LABOUR AFFAIRS OFFICER AT  
EMPLOYMENT AND SOCIAL DEVELOPMENT CANADA**

1. The Employer will provide an allowance to incumbents of Technical Inspector (TI) Group positions at the TI-05 **and 06** level working as a Labour Affairs Officer (LAO) at Employment and Social Development Canada (ESDC).
2. The parties agree that TI employees in ESDC positions shall be eligible to receive the annual allowance in the following amounts and subject to the following conditions:
  - a. ~~Commencing on June 22, 2016~~, TI employees who perform duties of positions identified above, shall be eligible to receive an annual allowance to be paid biweekly.
  - b. The annual allowance shall be received in accordance with the following table:

**i. Commencing on June 22, 2018:**

<b>Annual allowance: Technical Inspector (TI)</b>	
<b>Position</b>	<b>Annual amount</b>
<b>TI-05</b>	\$3,000

**ii. Effective 180 days following the signature of the agreement in accordance with subparagraph 2) a) ii) of Appendix S,**

<b>Annual allowance: Technical Inspector (TI)</b>	
<b>Position</b>	<b>Annual amount</b>
<b>TI-05</b>	\$3,534
<b>TI-06</b>	\$3,534

- c. The allowance specified above does not form part of an employee's salary.
3. An employee in a position outlined above shall be paid the annual allowance for each calendar month for which the employee receives at least seventy-five (75) hours' pay.
4. Part-time employees shall be entitled to the allowance on a pro-rata basis.
5. This Memorandum of Understanding expires on June 21, ~~2021~~ 2018.

**APPENDIX EE**

**MEMORANDUM OF UNDERSTANDING IN RESPECT OF EMPLOYEES IN THE TECHNICAL INSPECTOR (TI) GROUP WORKING AT MEASUREMENT CANADA AND THE CANADIAN GRAIN COMMISSION**

1. The Employer will provide an allowance to incumbents of Technical Inspector (TI) Group positions at the TI-03 to TI-07 levels working at Measurement Canada **and the Canadian Grain Commission**.
2. The parties agree that TI employees in Measurement Canada and **the Canadian Grain Commission** positions shall be eligible to receive the annual allowance in the following amounts and subject to the following conditions:
  - a. ~~Commencing on June 22, 2016, TI E~~employees who perform duties of positions identified above, shall be eligible to receive an annual allowance, to be paid biweekly.
  - b. The annual allowance shall be received in accordance with the following table:

**i. Commencing on June 22, 2018:**

<b>Annual allowance: Technical Inspector (TI) at Measurement Canada</b>	
<b>Position</b>	<b>Annual amount</b>
<b>TI-03</b>	\$3,000
<b>TI-04</b>	\$3,000
<b>TI-05</b>	\$3,000
<b>TI-06</b>	\$3,000
<b>TI-07</b>	\$3,000

**ii. Effective 180 days following the signature of the agreement in accordance with subparagraph 2) a) ii) of Appendix S:**

<b>Annual allowance: Technical Inspector (TI) at Measurement Canada and the Canadian Grain Commission</b>	
<b>Positions</b>	<b>Annual amount</b>
<b>TI-03</b>	<b>\$3,534</b>
<b>TI-04</b>	<b>\$3,534</b>
<b>TI-05</b>	<b>\$3,534</b>
<b>TI-06</b>	<b>\$3,534</b>
<b>TI-07</b>	<b>\$3,534</b>

- c. The allowance specified above does not form part of an employee's salary.
3. An employee in a position outlined above shall be paid the annual allowance for each calendar month for which the employee receives at least seventy-five (75) hours' pay.
4. Part-time employees shall be entitled to the allowance on a pro-rata basis.
5. This Memorandum of Understanding expires on June 21, ~~2021~~ 2018.

**ANNEX D**  
**ARTICLE 28**  
**OVERTIME**

**Meal allowance**

- 28.10** a. An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed for one (1) meal in the amount of ~~ten~~ **twelve** dollars (\$~~10~~**12**.00), except where free meals are provided.
- b. When an employee works overtime continuously extending three (3) hours or more beyond the period provided for in (a), the employee shall be reimbursed for one (1) additional meal in the amount of ~~ten~~ **twelve** dollars (\$~~10~~**12**.00) for each additional three (3) hour period thereafter, except where free meals are provided.
- c. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.
- d. Meal allowances under this clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

**ARTICLE 34**  
**TRAVELLING TIME**

**34.02** 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 34.03 and 34.04. Travelling time shall include time necessarily spent at each stop-over enroute provided such stop-over is not longer than **five (5)** ~~three (3)~~ hours.

## ARTICLE 45

### LEAVE WITHOUT PAY FOR THE CARE OF FAMILY

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

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

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

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

e. ~~Compassionate care leave~~

- ~~i. Notwithstanding the definition of “family” found in clause 2.01 and notwithstanding paragraphs 45.02(b) and (d) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.~~
- ~~ii. Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.~~
- ~~iii. When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.~~
- ~~iv. When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, subparagraphs (i) and (ii) above cease to apply.~~

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

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

## ARTICLE 47

### LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

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

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



**ARTICLE 51**  
**BEREAVEMENT LEAVE WITH PAY**

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

- a. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. An employee shall be entitled to bereavement leave with pay under 51.02a) only once during the employee’s total period of employment in the public service.**

*(Renumber accordingly)*

## ARTICLE 62

### DANGEROUS GOODS

**62.01** An employee certified pursuant to the *Transportation of Dangerous Goods Act* and who is assigned the responsibility for packaging and labelling of dangerous goods for shipping in accordance with the above Act, shall receive a **monthly** ~~daily~~ allowance of **seventy-five dollars (\$75)** ~~three dollars and fifty cents (\$3.50) for each day~~ **during any month in which** he or she is required to package and label dangerous goods for shipping, ~~to a maximum of seventy five dollars (\$75) in a month~~ **and** where the employee maintains such certification.

## APPENDIX I

### MEMORANDUM OF AGREEMENT CONCERNING EMPLOYEES IN THE ENGINEERING AND SCIENTIFIC GROUP IN THE SEA LAMPREY CONTROL UNIT.

Overtime shall be compensated in accordance with the collective agreement and shall be taken as compensatory leave at times convenient to both the employee and the Employer. **Notwithstanding the preceding, overtime shall be compensated at the rate of time and three-quarters (1 3/4) for all overtime worked by any employee covered by this appendix.**

## APPENDIX K

### SPECIAL PROVISIONS FOR EMPLOYEES CONCERNING DIVING DUTY ALLOWANCE, VACATION LEAVE WITH PAY, NATIONAL CONSULTATION COMMITTEE AND TRANSFER AT SEA

~~K-2: vacation leave with pay (applicable to EG employees only)~~

~~K-2.01~~ At least eight (8) days' notice must be given for requests of vacation leave of four (4) days or less.

~~K-2.02~~ The Employer may for good and sufficient reason grant vacation leave on shorter notice than that provided for in clause K-2.01.

## APPENDIX M

### HOURS OF WORK FOR EMPLOYEES IN THE PRIMARY PRODUCTS INSPECTION (PI) GROUP

#### General

**M25.01** An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.

**M25.02** The Employer agrees that, before a schedule of working hours is changed, the changes will be discussed with the appropriate steward of the Alliance if the change will affect a majority of the employees governed by the schedule.

**M25.03** Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

#### Meal Period

**M25.04** The Employer shall make every reasonable effort to schedule a meal break of at least one-half (1/2) hour during each full shift which shall not constitute part of the work period. Such meal break shall be scheduled as close as possible to the mid-point of the shift, unless an alternate arrangement is agreed to at the appropriate level between the Employer and the employee. If an employee is not given a meal break scheduled in advance, all time from the commencement to the termination of the employee's full shift shall be deemed time worked.

#### Rest Periods

**M25.05** Two (2) rest periods of fifteen (15) minutes each shall be scheduled during each normal working day.

#### Day Work

**M25.046** Except as provided for in clause ~~M25.07~~<sup>25.05</sup>, the normal workweek shall be thirty-seven decimal five (37.5) hours exclusive of lunch periods, comprising five (5) days of seven decimal five (7.5) hours each, Monday to Friday. The workday shall be scheduled to fall within an eight (8) hour period where the lunch period is one-half (1/2) hour or within an eight decimal five (8.5) hour period where the lunch period is more than one half (1/2) hour and not more than one (1) hour. Such work periods shall be scheduled between the hours of 06:00 and 18:00 unless otherwise agreed in consultation with the Alliance and the Employer at the appropriate level.

#### Variable Hours

**M25.067** Notwithstanding ~~clause M25.06~~ ~~the provisions of this article~~, upon request of an employee and the concurrence of the Employer, an employee may complete his or her weekly hours of employment in a period other than five (5) full days provided that over a period of twenty-eight (28) calendar days the employee works an average of thirty-seven decimal five (37.5) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every

twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.

## Shift Work

**M25.08** For employees who work on a rotating or irregular basis:

- a. normal hours of work shall be scheduled so that employees work:
  - i. an average of thirty-seven decimal five (37.5) hours per week and an average of five (5) days per week;  
and
  - ii. either seven decimal five (7.5) hours per day;  
or
  - iii. an average of seven decimal five (7.5) hours per day where so agreed between the Employer and the majority of the employees affected;
  - iv. subject to the operational requirements of the service, an employee's days of rest shall be consecutive and not less than two (2).
  
- b. Every reasonable effort shall be made by the Employer:
  - i. not to schedule the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift;
  - ii. to avoid excessive fluctuations in hours of work;
  - iii. to consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule;
  - iv. to arrange shifts over a period of time not exceeding two (2) months and to post schedules at least seven (7) days in advance of the starting date of the new schedule.

~~**25.06** Notwithstanding the provisions of this article, upon request of an employee and the concurrence of the Employer, an employee may complete his or her weekly hours of employment in a period other than five (5) full days provided that over a period of twenty eight (28) calendar days the employee works an average of thirty seven decimal five (37.5) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every twenty eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.~~

~~**25.07** The Employer shall make every reasonable effort to schedule a meal break of at least one half (1/2) hour during each full shift which shall not constitute part of the work period. Such meal break shall be scheduled as close as possible to the mid point of the shift, unless an alternate arrangement is agreed to at the appropriate level between the Employer and the employee. If an employee is not given a meal break scheduled in advance, all time from the commencement to the termination of the employee's full shift shall be deemed time worked.~~

**M25.089** When an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:

- a. on the day it commenced where one-half (1/2) or more of the hours worked fall on that day;  
or
- b. on the day it terminates where more than one-half (1/2) of the hours worked fall on that day.

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

~~**M25.09** Two (2) rest periods of fifteen (15) minutes each shall be scheduled during each normal working day.~~

**M25.10** If an employee is given less than seven (7) days' advance notice of a change in that employee's shift schedule, the employee will receive a premium rate of time and one-half (1 1/2) for work performed on the first (1st) shift changed. Subsequent shifts worked on the new schedule shall be paid for at straight time.

### **Terms and conditions governing the administration of variable hours of work**

**M25.11** The terms and conditions governing the administration of variable hours of work implemented pursuant to **clause M25.07 and paragraph M25.08(a)** ~~paragraph 25.05(a) and clause 25.06~~ are specified in clauses **M25.11 to M25.14**. This agreement is modified by these provisions to the extent specified herein.

**M25.12** Notwithstanding anything to the contrary contained in this agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this agreement.

### **M25.13**

- a. The scheduled hours of work of any day, may exceed or be less than seven decimal five (7.5) hours; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.
- b. Such schedules shall provide an average of thirty-seven decimal five (37.5) hours of work per week over the life of the schedule. The maximum life of a schedule for day shift workers shall be twenty-eight (28) days. The maximum life of a shift schedule for shift workers shall be one hundred and twenty-six (126) days.
- c. Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

**M25.14** For greater certainty, the following provisions of this agreement shall be administered as provided herein:

- a. **Interpretation and definitions (clause 2.01)**  
"Daily rate of pay" shall not apply.
- b. **Minimum number of hours between shifts**  
Subparagraph ~~M25.059~~(b)(i), relating to the minimum period between the end of the employee's shift and the beginning of the next shift, shall not apply.
- c. **Exchange of shifts (clause M25.03)**  
On exchange of shifts between employees, the Employer shall pay as if no exchange had occurred.
- d. **Designated paid holidays (clause 32.05)**
  - i. A designated paid holiday shall account for seven decimal five (7.5) hours.
  - ii. When an employee works on a designated paid holiday, the employee shall be compensated, in addition to the pay for the hours specified in subparagraph (i), at time and one-half (1 1/2)

up to his or her regular scheduled hours worked and at double (2) time for all hours worked in excess of his or her regular scheduled hours.

e. **Travel**

Overtime compensation referred to in clause 34.04 shall only be applicable on a workday for hours in excess of the employee's daily scheduled hours of work.

f. **Acting pay**

The qualifying period for acting pay as specified in paragraph 654.07(a) shall be converted to hours.

g. **Shift premium**

Shift work employees on variable hour shift schedules pursuant to Appendix **MD** of this agreement will receive a shift premium in accordance with clause 27.01.

h. **Overtime**

Overtime shall be compensated for all work performed on regular working days or on days of rest at time and three-quarters (1 3/4).



## **APPENDIX FF**

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO COMPARABILITY AT THE CANADIAN FOOD INSPECTION AGENCY**

**Under the previous collective agreement, the Union and the Employer had agreed to create a Joint Committee to undertake a comparison of the value of work and compensation of employees working in the Engineering and Scientific Support (EG) group in the core public administration with their comparators working at the Canadian Food Inspection Agency. This committee was to provide proposals to inform the current collective agreement. This Committee came to an agreement that “the EG classification in the TC bargaining unit and at CFIA are essentially equivalent and directly comparable for the purposes of collective bargaining.” However, despite the efforts of the parties, they were unable to reach agreement on wage adjustments for the EG group.**

**This Memorandum of Understanding outlines a process, for resolving the work of the Joint Committee and to resolve the dispute on the appropriate wage adjustment for the EG group.**

**Following notice to bargain being served for the next round, parties will consider a specific wage adjustment proposal for the EG group. In the event that the parties are unable to reach agreement on an appropriate wage adjustment, following the expiry of the current agreement either party may refer this matter to binding determination, as permitted under section 182 of the Federal Public Sector Labour Relations Act, for final and binding determination. The collective agreement will be adjusted according to the decision issued as a result of this process. For further clarity, this referral to binding determination may occur before the parties have concluded a negotiated renewal to the collective agreement.**

**If the parties go to binding determination, they agree to use Mort Mitchnick as the chairperson of the process or of the board if the parties agree to form a three-person panel. If Mr. Mitchnick is not available and a mutually acceptable alternative cannot be identified, the chairperson shall be appointed by the Federal Public Sector Labour Relations and Employment Board.**

**Any increase in salary included in the decision of the chairperson will be subject to the memorandum of understanding with respect to implementation of collective agreement, Appendix S, signed between the parties for the round of collective bargaining concluded in 2020, exclusive of section 3.**

**This Memorandum of Understanding forms part of the collective agreement.**

## APPENDIX GG

### MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO OCCUPATIONAL GROUP STRUCTURE REVIEW AND CLASSIFICATION REFORM FOR THE TECHNICAL SERVICES (TC) BARGAINING UNIT

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

Notwithstanding that classification is an exclusive employer authority as recognized in the ~~Federal Accountability Act~~ *Financial Administration Act* the employer is committed to engaging in meaningful consultation with the Alliance with respect to the review and redesign of the TC Occupational Group structure, followed by meaningful consultation regarding Classification Reform, relating to the development of job evaluation standards for the TC Occupational Group.

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

The parties agree that meaningful consultation on the development of job evaluation standards shall take place within thirty (30) days of the signing of this collective agreement. New job evaluation standards shall be completed no later than **March 31, 2022** ~~December 30, 2019~~, ~~for Treasury Board Minister's consideration~~ toward the objective of negotiating ~~new~~ the pay lines for these job evaluation standards ~~in a~~ ~~the~~-subsequent collective agreement.

**The new job evaluation standards are subject to Treasury Board approval. Any subsequent changes to the bargaining certificate necessary to implement the standards will be subject to the approval of the Federal Public Sector Labour Relations and Employment Board.**

(NEW)

**APPENDIX “XX”**

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

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

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

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

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

**In addition, the parties shall explore opportunities to conduct its work jointly with the Program and Administrative Services (PA) group.**

**The study will review affected positions within:**

- Transport Canada**
- Transportation Safety Board**
- Department of Fisheries and Oceans**
- Environment and Climate Change Canada**
- Employment and Social Development Canada**
- Canadian Coast Guard**
- Indigenous Services Canada**
- Royal Canadian Mounted Police**
- Other departments or agencies in the core public administration agreed to by both parties.**

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

(NEW)

**APPENDIX “XX**

**MEMORANDUM OF UNDERSTANDING WITH RESPECT TO THE JOINT REVIEW OF  
APPENDIX C APPLICABLE TO FISHERY OFFICERS IN THE GENERAL TECHNICAL (GT)  
GROUP WORKING OFFSHORE SURVEILLANCE AT THE DEPARTMENT OF FISHERIES  
AND OCEANS (DFO)**

**This is to confirm the understanding reached in negotiations with respect to a joint review of Appendix C applicable to Fishery Officers working offshore surveillance at DFO.**

**It is recognized that Fishery Officers working offshore surveillance at DFO are assigned duties by ship for a two-week period and that during this time they are compensated 9.5 hours each day while in surveillance mode.**

**It is also recognized that surveillance mode may happen by air and that the DFO plans to begin using long-range aircraft, which could potentially have an impact on the hours of work for Fishery Officers who perform surveillance duties from the air, given that these aircraft will be able to fly up to 10 hours compared to the current capability to fly only for five to six hours before requiring refueling.**

**The parties agree that representatives of the DFO and the PSAC will work together to review Appendix C as a whole, and more specifically will discuss:**

- **the average number of hours of work for Fishery Officers working offshore surveillance to ensure proper reflection of the actual work done in surveillance and in arrest mode; and**
- **the applicability of travel status leave to this group of employees**

**to make proposals to the parties to inform the next round of bargaining. The committee shall meet no later than one hundred and twenty days following the signing of the collective agreement.**

## **COMMON ISSUES ARTICLES AND APPENDICES**

**ARTICLE 3**  
**APPLICATION**

- 3.01** The provisions of this agreement apply to the Alliance, the employees and the Employer.
- 3.02** The English and French texts of this agreement shall be official.
- 3.03** **In this Agreement, expressions referring to employee or the masculine or feminine gender are meant for all employees, regardless of gender.**

## ARTICLE 12

### USE OF EMPLOYER FACILITIES

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

## ARTICLE 14

### LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

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



ARTICLE 42

MATERNITY LEAVE WITHOUT PAY

42.02 Maternity allowance

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

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

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

- b. For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be

- counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- c. Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
- i. where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period, and
  - ii. for each week the employee receives a maternity benefit under the Employment Insurance or the Quebec Parental Insurance plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period, and
  - iii. where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week at ninety three per cent (93%) of her weekly rate of pay, less any other monies earned during this period.
- d. At the employee's request, the payment referred to in subparagraph 42.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Quebec Parental Insurance Plan maternity benefits.
- e. The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the Employment Insurance Act or the Parental Insurance Act in Quebec.
- f. The weekly rate of pay referred to in paragraph (c) shall be:
- i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
  - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- g. The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- i. Where an employee becomes eligible for a pay increment or pay revision that would increase the maternity allowance, the allowance shall be adjusted accordingly.
- j. Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

**ARTICLE 44**  
**PARENTAL LEAVE WITHOUT PAY**

**44.01 Parental leave without pay**

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

one hundred and four (104) weeks after the day on which the child comes into the employee's care.

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

#### **44.02 Parental allowance**

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

- **Option 1: standard parental benefits, paragraphs 44.02(c) to (k),**  
**or**
- **Option 2: extended parental benefits, paragraphs 44.02(l) to (t).**

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

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

#### **Parental Allowance Administration**

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

- A. the employee will return to work **within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act**, on the expiry date of his or her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
- B. Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the **standard** parental allowance, in addition to the period of time referred to in section 42.02(a)(iii)(B), if applicable.
- C. **Where the employee has elected the extended parental allowance, following his or her return to work, as described in section (A), the employee will work for a period equal to sixty percent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in section 42.02(a)(iii)(B), if applicable;**
- D. should he or she fail to return to work ~~for the Employer, Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency in accordance as described in~~ with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, he or she will be indebted to the Employer for an amount determined as follows:

~~|                      |   |       |   |
|----------------------|---|-------|---|
| (allowance received) | X |       | (remaining period to be worked following his or her return to work) |
|                      |   | ----- |   |
|                      |   |       | [total period to be worked as specified in (B)]                     |~~

(allowance received)	X		(remaining period to be worked, <b><u>as specified in division (B)</u></b> , following his or her return to work)
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[total period to be worked as specified in division (B)]

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

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

### Option 1 – Standard Parental Allowance

- c. Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- i. where an employee **on parental leave without pay as described in subparagraphs 44.02(a)(i) and (b)(i) has elected to receive Standard Employment Insurance parental benefits** and is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay for ~~each week of~~ the waiting period, less any other monies earned during this period;
  - ii. for each week the employee receives parental, or adoption ~~or paternity~~ benefit under the Employment Insurance or the Quebec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate (and the parental, ~~or adoption or paternity~~ benefit, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;
  - iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit **or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks paternity** under the Québec Parental Insurance Plan **for the same child and either employee** thereafter remains on parental leave without pay, ~~that~~ **employee** is eligible to receive a further parental allowance for a period of **up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period;**
  - iv. **where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period;**
  - v. where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance **Plan** and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, **at** ninety-three per cent (93%) of his or her weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in **subparagraph 42.02(c)(iii)** for the same child-;

- vi. **where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraphs 42.02(c)(iii) and 44.02(c)(v) for the same child.**
- d. At the employee’s request, the payment referred to in subparagraph 44.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance ~~Plan or Québec Parental Insurance Plan~~ **parental benefits.**
- e. The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act or the **Act Respecting Parental Insurance Act** in Quebec.
- f. The weekly rate of pay referred to in paragraph (c) shall be:
  - i. for a full-time employee, the employee’s weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
  - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee’s straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- g. The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which he or she is appointed.
- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate (the employee was being paid on that day.
- i. Where an employee becomes eligible for a pay increment or pay revision that would increase the parental allowance, the allowance shall be adjusted accordingly.
- j. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee’s deferred remuneration or severance pay.
- k. The maximum combined, shared, maternity and **standard** parental allowances payable ~~under this collective agreement~~ shall not exceed ~~two-seventy~~ **(527)** weeks for each combined maternity and parental leave without pay.

## **Option 2 - Extended Parental Allowance**

- l. Parental Allowance payments made in accordance with the SUB Plan will consist of the following:**
  - i. where an employee on parental leave without pay as described in subparagraphs 44.01(a)(ii) and (b)(ii), has elected to receive extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for the waiting period, less any other monies earned during this period;**
  - ii. for each week the employee receives parental benefits under the Employment Insurance, he or she is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of his or her weekly rate (and the recruitment and retention “terminable allowance” if applicable) and the parental benefits, less any other monies earned during this period which may result in a decrease in his or her parental benefits to which he or she would have been eligible if no extra monies had been earned during this period;**
  - iii. where an employee has received the full sixty-one (61) weeks of parental benefits under the Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 44.02(c)(iii) for the same child;**
  - iv. where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 42.02(c)(iii) for the same child.**
- m. At the employee’s request, the payment referred to in subparagraph 44.02 l)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.**
- n. The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act.**



- o. The weekly rate of pay referred to in paragraph (l) shall be:**

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

## **ARTICLE 45**

### **LEAVE WITHOUT PAY FOR THE CARE OF FAMILY**

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

**(new)**

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

## ARTICLE 46

### COMPASSIONATE CARE CAREGIVING LEAVE

- 46.01** ~~Notwithstanding the definition of “family” found in clause 2.01 and notwithstanding paragraphs 41.02(b) and (d) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) benefits for Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults~~ **may shall** be granted leave for periods of less than three (3) weeks **without pay while** in receipt of or awaiting these benefits.
- 46.02** **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.**
- ~~**46.02** Leave granted under this clause may exceed the five (5) year maximum provided in paragraph 41.02(c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.~~
- 46.03** 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.
- 46.04** When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits, **Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults** has been denied, clauses 42.01 ~~and 42.02~~ above ceases to apply.
- 46.05** **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 47

### LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

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

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

**ARTICLE 51**  
**BEREAVEMENT LEAVE WITH PAY**

**(new)**

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

- 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 51.01 (a) only once during the employee’s total period of employment in the public service.**

*(Renumber accordingly)*

**ARTICLE 55**  
**DOMESTIC VIOLENCE LEAVE**

**55.01 Domestic Violence Leave**

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

- a. The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.
- b. Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence shall be granted domestic violence leave in order to enable the employee, in respect of such violence:
  - i. to seek care and/or support for themselves or their child in respect of a physical or psychological injury or disability;
  - ii. to obtain services from an organization which provides services for individuals who are subject to domestic violence;
  - iii. to obtain professional counselling;
  - iv. to relocate temporarily or permanently; or
  - v. to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.
- c. The total domestic violence leave with pay which may be granted under this article shall not exceed seventy-five (75) hours in a fiscal year.
- d. Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this article shall, when delivered to the Employer, be considered as meeting the requirements of this article.
- e. Notwithstanding clauses 55.01(b) and 55.01(c), an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

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

## APPENDIX H

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

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

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

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

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

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

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

## APPENDIX T

### WORKFORCE ADJUSTMENT

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

#### **Definitions:**

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

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

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

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

#### **6.4 Options**

##### 6.4.1 c)

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

*(Renumber accordingly)*



## APPENDIX S

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

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

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

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

#### **1. Calculation of retroactive payments**

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

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

## **2. Implementation**

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

transactions such as leave with income averaging, pre-retirement transition leave and employees paid below minimum, above maximum or in between steps. Manual intervention may also be required for specific accounts with complex salary history.

### 3. Employee Recourse

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

- g. In such a circumstance, for employees in organizations serviced by the Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay. For employees in organizations not serviced by the Pay Centre, employees shall contact the compensation services of their department.**

## APPENDIX GG

### MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO OCCUPATIONAL GROUP STRUCTURE REVIEW AND CLASSIFICATION REFORM FOR THE TECHNICAL SERVICES (TC) BARGAINING UNIT

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

Notwithstanding that classification is an exclusive employer authority as recognized in the ~~Federal Accountability Act~~ *Financial Administration Act* the employer is committed to engaging in meaningful consultation with the Alliance with respect to the review and redesign of the TC Occupational Group structure, followed by meaningful consultation regarding Classification Reform, relating to the development of job evaluation standards for the TC Occupational Group.

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

The parties agree that meaningful consultation on the development of job evaluation standards shall take place within thirty (30) days of the signing of this collective agreement. New job evaluation standards shall be completed no later than **March 31, 2022** ~~December 30, 2019~~, ~~for Treasury Board Minister's consideration~~ toward the objective of negotiating ~~new~~ the pay lines for these job evaluation standards in a ~~the~~ subsequent collective agreement.

**The new job evaluation standards are subject to Treasury Board approval. Any subsequent changes to the bargaining certificate necessary to implement the standards will be subject to the approval of the Federal Public Sector Labour Relations and Employment Board.**

## APPENDIX HH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## APPENDIX II

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

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

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

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

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

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

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

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

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



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

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

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

(NEW)

**APPENDIX “XX”**

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

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

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

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

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

**In addition, the parties shall explore opportunities to conduct its work jointly with the Program and Administrative Services (PA) group.**

**The study will review affected positions within:**

- **Transport Canada**
- **Transportation Safety Board**
- **Department of Fisheries and Oceans**
- **Environment and Climate Change Canada**
- **Employment and Social Development Canada**
- **Canadian Coast Guard**
- **Indigenous Services Canada**
- **Royal Canadian Mounted Police**
- **Other departments or agencies in the core public administration agreed to by both parties**

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