



File: 2212-911-3

September 4, 2020

TO: ALL MEMBERS OF THE PSAC – PARKS CANADA AGENCY

RE: TENTATIVE AGREEMENT

On September 4th, 2020, after over two years of negotiations, our Parks Canada bargaining team reached a tentative agreement with the Agency. 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 August 5th, 2018 to August 4th, 2021.

HIGHLIGHTS OF OUR TENTATIVE AGREEMENT

Economic Increases

The tentative agreement contains significant improvements to monetary compensation for members. The total compensation for all Parks Canada group members amounts to a minimum increase of 6.35% over the three years of the collective agreement.

- Effective January 1, 2019: 2.8%
- Effective January 1, 2020: 2.2%
- Effective January 1, 2021: 1.35%

Lump sum payments

Members who were part of the bargaining unit between the first day of the collective agreement (i.e. the day following the expiry of the previous agreement) and the official date of signature, are entitled to a one-time payment of \$500 for the Employer's one hundred and eighty (180) day implementation timeline.

Members facing additional implementation delays will receive \$50 for each additional ninety (90) day period.

Salary catch up with Core Public Administration

Restructure with the Core Public Administration (CPA) comparator rates of Pay in Year 3 after applying the economic increase for the following classifications.

AR (all levels)	GL-MAN-13
EG (all levels)	GL-MDO-03
FI (all levels)	GL-MDO-05
HR (all levels)	GL-MDO-12
BI-03	GL-MOC-11
CO-01 to CO-04	GL-MOC-08
EL-06 to EL-09	GL-PCF-11
GL-COI-09	GL-PCF-14
GL-COI-14	GL-PIP-12
GL-EIM-12	GL-PRW-07
GL-ELE-01	GL-PRW-08
GL-ELE-06	GL-PRW-13
GL-ELE-14	GL-VHE-13
GL-MAM-13	GS-02
GL-MAN-07	GS-11
GL-MAN-08	HP-03

DETAILED SUMMARY OF THE TENTATIVE AGREEMENT REACHED

ARTICLE 3 – APPLICATION

Recognition that all provisions in the collective agreement referencing a gender are meant for all employees, regardless of gender identity.

ARTICLE 11 - USE OF AGENCY FACILITIES

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

ARTICLE 13 - LEAVE WITH OR WITHOUT PAY FOR ALLIANCE

New Leave for an employee who is elected as a full-time official of the Alliance.

An increase from 30 to 60 days for the Alliance to reimburse the Agency.

ARTICLE 17 - NO DISCRIMINATION & SEXUAL HARASSMENT

New language specifying employee's right to access official copy of investigation report.

ARTICLE 23 - SHIFT PREMIUMS

An increase from \$2.00 to \$2.25 per hour to the Shift Premium rate. This will apply to all workers currently eligible for Shift Premiums (12.5% increase).

ARTICLE 24 – OVERTIME

Meal reimbursement increased to \$12 from \$10.

ARTICLE 29 - TRAVELLING TIME

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

Increase of travelling cap to 15 hours from 12 hours.

NEW ARTICLE XX - MATERNITY LEAVE WITHOUT PAY / NEW ARTICLE XY – PARENTAL LEAVE WITHOUT PAY

a) Maternity Leave without pay

Repayment formula

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.

Additional week under the *EI Act*

Where an employee has received full 15 weeks of maternity benefits under EI, they can receive one additional week at ninety-three percent (93%) of their weekly rate of pay.

b) Parental leave without pay

Splitting Parental Leave

New language specifying that employees may take their parental leave in two periods subject to employer discretion.

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.

Additional week under the *EI Act*

Where an employee has received the full parental benefits under EI they can receive one additional week at ninety-three percent (93%) of their weekly rate of pay.

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 one 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 38 – MATERNITY-RELATED REASSIGNMENT OR LEAVE

Increase in maternity related reassignment or leave qualification from 52 to 78 weeks following the birth of a child.

ARTICLE 39 - LEAVE WITHOUT PAY FOR 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 - CAREGIVING LEAVE

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 40 - LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

Expansion of leave provision to include stepchildren and 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 44 - BEREAVEMENT LEAVE

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.

ARTICLE 48 – LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

DOMESTIC VIOLENCE LEAVE

New 75 or 80 hours (in accordance with the Hours of Work code) of annual leave for employees who are subject to domestic violence.

ARTICLE 59 – ALLOWANCES

New allowance of \$1.00 per hour for Dog Handling.

ARTICLE 61 – DURATION

The new agreement, if ratified by the membership, will expire on August 4, 2021.

APPENDIX A – ANNUAL RATES OF PAY & PAY NOTES

Annual rates of pay

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

- Effective January 1, 2019: 2.8%
- Effective January 1, 2020: 2.2%
- Effective January 1, 2021: 1.35%

Restructure of specific groups and levels

AR

Restructure of the Architecture and Town Planning (AR) Group with the CPA (Core Public Administration) comparator rates of Pay in Year 3 after applying the economic increase.

EG

Restructure of the Engineering and Scientific Support (EG) Group with the CPA (Core Public Administration) comparator rates of Pay in Year 3 after applying the economic increase.

HR

Restructure of the Historical Research (HR) Group with the CPA (Core Public Administration) comparator rates of Pay in Year 3 after applying the economic increase and eliminate Appendix H –Terminable Allowance for the HR Group

FI

Restructure of the Financial Management (FI) Group with the CPA (Core Public Administration) comparator rates of Pay in Year 3 after applying the economic increase.

Additional classification levels

Restructure of the occupational groups listed below with the CPA (Core Public Administration) comparator rates of Pay in Year 3 after applying the economic increase.

BI-03 / CO-01 to CO-04 / EL-06 to EL-09 / GL-COI-09 / GL-COI-14 / GL-EIM-12 / GL-ELE-01 / GL-ELE-06 / GL-ELE-14 / GL-MAM-13 / GL-MAN-07 / GL-MAN-08 / GL-MAN-13 / GL-MDO-03 / GL-MDO-05 / GL-MDO-12 / GL-MOC-11 / GL-MOC-08 / GL-PCF-11 / GL-PCF-14 / GL-PIP-12 / GL-PRW-07 / GL-PRW-08 / GL-PRW-13 / GL-VHE-13 / GS-02 / GS-11 / HP-03

Term Employee Pay Notes

New language for Term Employees entitling them to a pay increment after 12 months of cumulative service.

Term employees appointed to an indeterminate position at the same group and level within the Agency, shall not be paid less than their previous salary.

APPENDIX “G” MOU FOR THE GT – GENERAL TECHNICAL GROUP WORKING AS LAW ENFORCEMENT OFFICERS

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

APPENDIX “H” MOU FOR THE HR – HISTORICAL RESEARCHERS TERMINABLE ALLOWANCE

Eliminating Appendix H –Terminable Allowance for the HR Group by rolling it into salaries.

APPENDIX “J” MOU - JOINT LEARNING PROGRAM

Deleting Appendix to replace with new MOU outside the collective agreement that will provide up to \$150,000 to fund a one-year joint learning program pilot project.

APPENDIX “K” – WORKFORCE ADJUSTMENT

Changes to workforce adjustment that represent the most significant improvements since it was first signed as an appendix in the collective agreement:

- Increase in education allowance from \$15,000 to \$17,000 for indeterminate employees who are laid off during workforce adjustment process;
- Inclusion of seniority in the Voluntary Departure Process. This will ensure that the selection will be done on the basis of seniority;
- Requirement to have joint Workforce Adjustment committees;
- Expanded definition of alternation, allowing surplus employees to alternate into an indeterminate position within the Agency;

APPENDIX “L” MOU - RETENTION ALLOWANCE FOR COMPENSATION ADVISORS

Improved and expanded retention allowance for CR-05, AS-01, AS-02, AS-03 or AS-04 Compensation Advisors working in pay pods under the banner of the Public Service and Procurement Canada Pay Centre (PSPC) to \$3,500 per year.

Renewal of \$2,500 allowance for AS-01, AS-02 & AS-03 Compensation Advisors working at the Agency.

APPENDIX “M” MOU - TEMPORARY INCENTIVES FOR THE RECRUITMENT AND RETENTION OF COMPENSATION ADVISORS

Extension of temporary incentives for AS-01, AS-02 and AS-03 Compensation Advisors, providing a one-time \$4,000 payment and double overtime. This existing provision will apply until September 1st, 2020.

APPENDIX “N” - IN RESPECT OF THE APPLICATION OF THE POLICIES SET OUT IN ARTICLE 6

Deleting appendix to replace with new National Joint Council Appendix

NEW APPENDIX - MOU WITH RESPECT TO THE NATIONAL JOINT COUNCIL

Agreement reached between the parties that there is value in returning to full membership of the National Joint Council (NJC).

Creation of a union-management sub-committee that will discuss Parks Canada’s assessment of its policies related to the NJC and the feasibility of a full and expedited return to the NJC. This work will be completed prior to the next round of bargaining.

APPENDIX “P” – MOU ON SUPPORTING EMPLOYEE WELLNESS

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

NEW APPENDIX – MOU WITH RESPECT TO MENTAL HEALTH IN THE WORKPLACE

Addition of a new memorandum of understanding with respect to mental health in the workplace as part of the collective agreement recognizing the work undertaken by the Joint Task Force on Mental Health (the JTF). Building on the work of the JTF the parties will:

- Monitor the work of the Centre of Expertise (COE) and adopt best practices.
- Include mental health as a standing item for discussion at the National Joint Occupational Health and Safety committee meetings.

NEW APPENDIX – MOU ON INDIGENOUS LANGUAGES

Memorandum of understanding establishing of a joint committee to review the use of Indigenous languages in the Agency, examine Indigenous language skills in the performance of employee duties, and consider the advantages that Indigenous language speakers bring to the Agency.

NEW APPENDIX – MOU ON THE IMPLEMENTATION OF THE COLLECTIVE AGREEMENT

Language detailing the implementation of the collective agreement including a \$500 amount 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 and a subsequent \$50 allowance for every subsequent complete period of ninety (90) days their collective agreement is not implemented.

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

The new agreement, if ratified by the membership, will expire on August 4, 2021.

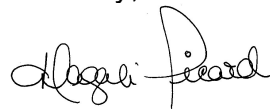
Your Bargaining Team, comprising:

Angela Decker
Birch Howard
Daniel Britton
Daniel Toutant
Kassandra McKinnon
Marc Phillips
Omar Murray

Ashley Bickerton, PSAC Negotiator
Shawn Vincent, PSAC Research Officer
Maxime Thibault-Gingras, PSAC Research Officer

unanimously recommends the acceptance of this tentative agreement.

Sincerely,



Magali Picard
National Executive Vice-President

c.c. 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

**TENTATIVE AGREEMENT TO SETTLE
COLLECTIVE BARGAINING
WITH THE
PUBLIC SERVICE ALLIANCE OF CANADA
AND
THE PARKS CANADA AGENCY**

PREAMBLE

1. All items agreed to and signed during the course of negotiations form part of this offer, unless otherwise specified.
2. It is agreed that all employees who meet the eligibility criteria for the 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 eligible to the increase in annual allowance for the Law Enforcement Officers (GT-04, GT-05) : \$1767;
 - Employees already eligible to the current \$2500 Compensation Advisors Retention allowance on the date of signature of the collective agreement: \$1250.
 - This payment will be issued within 180 days of signature of the collective agreement.
3. Implementation of the provisions for Article XY – Parental Leave without pay will be in effect as of the date of signature of the collective agreement.
4. The Parks Canada Agency and the Public Service Alliance of Canada agree to withdraw all other outstanding items.
5. The Public Service Alliance of Canada agree to unanimously recommend the ratification of this tentative agreement to its members and the Parks Canada Agency agrees to unanimously recommend the ratification of this tentative agreement to its principals.

* Rates of pay will be adjusted within 180 days of signature of the collective agreement. Changes to rates of pay with an effective date prior to the salary adjustment date will be paid according to Appendix XX, as a lump sum payment. In particular:

- a. Year 1 increases (i.e., “A”): paid as a retroactive lump sum payment equal to a 2.8% economic increase of August 5, 2017, rates.
- b. Year 2 increases (i.e., “B”): paid as a retroactive lump sum payment equal to the year 1 increase plus a 2.2% economic increase, for a compounded total increase of 5.062% of August 5, 2017, rates.

- c. Year 3 increases (i.e., "C"): paid as a retroactive lump sum payment equal to the year 1 and year 2 increases plus a 1.35% economic increase, for a compounded total increase of 6.480% of August 5, 2017, rates.
6. Provided that the Public Service Alliance of Canada confirms in writing to the Parks Canada Agency that ratification of the tentative collective agreement was completed on or before November 15, 2020, article 3 of APPENDIX "XX" IMPLEMENTATION OF THE COLLECTIVE AGREEMENT, will see the following change:
 - References to "non-pensionable amount of four hundred dollars (\$400)" will be replaced "non-pensionable amount of five hundred dollars (\$500)"
7. Unless otherwise specified, existing provisions are renewed.

APPENDIX "A"
ANNUAL RATES OF PAY AND PAY NOTES

The Agency proposes to implement the following economic increases in accordance with Appendix "XX" – Memorandum of Understanding between the Parks Canada Agency 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 "XX" – Memorandum of Understanding between the Parks Canada Agency and the Public Service Alliance of Canada with Respect to Implementation of the Collective Agreement. Subsequently, amounts will be provided as increases to rates of pay.

Year 1 - increase to rates of pay:	2.8%
Year 2 - increase to rates of pay:	2.2%
Year 3 - increase to rates of pay:	1.35%

RESTRUCTURE OF ARCHITECTURE AND TOWN PLANNING (AR)

Restructure of the Architecture and Town Planning (AR) Group with the CPA (Core Public Administration) comparator rates of Pay in Year 3 after applying the economic increase.

RESTRUCTURE OF ENGINEERING AND SCIENTIFIC SUPPORT GROUP (EG)

Restructure of the Engineering and Scientific Support (EG) Group with the CPA (Core Public Administration) comparator rates of Pay in Year 3 after applying the economic increase.

RESTRUCTURE OF HISTORICAL RESEARCH GROUP (HR)

Restructure of the Historical Research (HR) Group with the CPA (Core Public Administration) comparator rates of Pay in Year 3 after applying the economic increase and eliminate Appendix H –Terminable Allowance for the HR Group

RESTRUCTURE OF FINANCIAL MANAGEMENT (FI)

Restructure of the Financial Management (FI) Group with the CPA (Core Public Administration) comparator rates of Pay in Year 3 after applying the economic increase.

APPENDIX "A"
ANNUAL RATES OF PAY / HOURLY RATES OF PAY
RESTRUCTURE OF VARIOUS SPECIFIC GROUPS AND LEVELS

Restructure of the occupational groups listed below with the CPA (Core Public Administration) comparator rates of Pay in Year 3 after applying the economic increase.

- **BI-03**
- **CO-01 to CO-04**
- **EL-06 to EL-09**
- **GL-COI-09**
- **GL-COI-14**
- **GL-EIM-12**
- **GL-ELE-01**
- **GL-ELE-06**
- **GL-ELE-14**
- **GL-MAM-13**
- **GL-MAN-07**
- **GL-MAN-08**
- **GL-MAN-13**
- **GL-MDO-03**
- **GL-MDO-05**
- **GL-MDO-12**
- **GL-MOC-11**
- **GL-MOC-08**
- **GL-PCF-11**
- **GL-PCF-14**
- **GL-PIP-12**
- **GL-PRW-07**
- **GL-PRW-08**
- **GL-PRW-13**
- **GL-VHE-13**
- **GS-02**
- **GS-11**
- **HP-03**

APPENDIX "A"
PAY NOTES FOR ALL CLASSIFICATIONS

A) PAY INCREMENTS – GENERAL (See SPECIFIC notes for exceptions)

2. Term Employees (Full-Time and Part-Time): Entitlement for an increment after twelve (12) months of cumulative service with the Agency

(a) An employee appointed to a term position within the Agency shall receive an increment after having reached twelve (12) months of cumulative service with the Agency, at the same occupational group and level.

(b) For the purpose of defining when a determinate employee will be entitled to go to the next salary increment, “cumulative” means all service, whether continuous or discontinuous, with the Agency at the same occupational group and level.

(c) Term employees appointed to an indeterminate position at the same group and level within the Agency, shall not be paid less than their previous salary as a term employee within the Agency, and shall maintain all increment levels, regardless of a break in service within the Agency.

ARTICLE 61 DURATION

61.01 The duration of this collective agreement shall be from the date it is signed to **August 4th 2021**.

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

61.03 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.

**ARTICLE 3
APPLICATION**

NEW

3.03 In this Agreement, expressions referring to employee or the masculine or feminine gender are meant for all employees, regardless of gender.

**ARTICLE 11
USE OF AGENCY FACILITIES**

11.03 A duly accredited representative of the Alliance may be permitted access to the Agency's premises, which includes vessels, to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Agency. Such permission shall not be unreasonably withheld. In the case of access to vessels, the 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 13
LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

**

13.09

(b) For administrative purposes, the Agency will continue to pay the employee and the Alliance will reimburse the employer for the salary costs of the employee within ~~thirty (30)~~ **sixty (60) days** of receiving the request for payment from the Agency.

Component and Alliance Executive Positions

13.14 ~~Except where otherwise specified in this article, subject to operational requirements and with reasonable advance notice, the Agency shall~~ **will** grant leave without pay to **an employee who is elected as a full-time official of the Alliance within one (1) month after notice is given to the Employer of such election. The duration of such leave shall be for the period the employee holds such office.** ~~representatives who hold executive positions at the Component or Alliance level in order to represent employees not employed by the Agency.~~

13.15 ~~Effective August 1, 2018 and f~~For administrative purposes only, the Agency will continue to pay the employee who has been granted leave under articles 13.02, **13.09**, 13.10, 13.12 and 13.13. The Alliance will reimburse the Agency for the salary and benefit costs of the employee during the period of approved leave, within ~~thirty (30)~~ **sixty (60) days** of receiving the request for payment from the Agency according to the terms established by the joint agreement.

**ARTICLE 17
NO DISCRIMINATION AND SEXUAL HARASSMENT**

17.05 Upon request by the complainant(s) and/or respondent(s), an official copy of the investigation report shall be provided to them by the Agency, subject to the *Access to Information Act* and *Privacy Act*.

**ARTICLE 23
SHIFT PREMIUMS**

Excluded Provisions

This article does not apply to employees on day work, covered by clauses 22.05 to 22.07 and to employees classified in SC group.

23.01 Shift Premium

An employee working on shifts will receive a shift premium of two dollars **and twenty-five cents** (~~\$2.00~~) **(\$2.25)** per hour for all hours worked, including overtime hours, between 5:00 p.m. and 6:00 a.m. The shift premium will not be paid for hours worked between 6:00 a.m. and 5:00 p.m.

**ARTICLE 24
OVERTIME**

24.07 Meal Allowance

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed for one (1) meal in the amount of ~~ten~~ **twelve** dollars (~~\$10~~) (**\$12**) except where free meals are provided.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided for in (a), the employee shall be reimbursed for one (1) additional meal in the amount of ~~ten~~ **twelve** dollars (~~\$10~~) (**\$12**) for each additional four (4) hour period thereafter, except where free meals are provided.
- (c) Reasonable time with pay, to be determined by the Agency, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.
- (d) Meal allowances under this clause shall not apply to an employee who is on travel status which entitles the employee to claim expenses for lodging and/or meals.

**ARTICLE 29
TRAVELING TIME**

29.02 When an employee is required by the Agency to travel outside his/her normal workplace on government business, as these expressions are defined by the Agency, the time of departure and the means of such travel shall be determined by the Agency and the employee will be compensated for travel time in accordance with clauses 29.03 and 29.04. Traveling time shall include time necessarily spent at each stop-over enroute provided such stop-over is not longer than **five (5) three (3)** hours.

29.04 If an employee is required to travel as set forth in clauses 29.02 and 29.03:

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

**DELETION ARTICLE 37
MATERNITY AND PARENTAL LEAVE WITHOUT PAY**

The parties agree to delete the above clause and to adopt Article XX – Maternity Leave Without Pay and Article XY – Parental Leave Without Pay, in full.

Nathalie Leblanc, LL.B
Executive Director, Corporate HR
Parks Canada Agency

Ashley Bickerton
Negotiator
Public Service Alliance of Canada

Date

Date

**NEW ARTICLE XX
MATERNITY LEAVE WITHOUT PAY**

XX.01 Maternity leave without pay

a. An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.

b. Notwithstanding paragraph (a):

i. where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized, or

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

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

c. The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.

d. The Employer may require an employee to submit a medical certificate certifying pregnancy.

e. An employee who has not commenced maternity leave without pay may elect to:

i. use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;

ii. use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 35: sick leave with pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 35: sick leave with pay, shall include medical disability related to pregnancy.

f. An employee shall inform the Employer in writing of her plans to take leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks before the initial date of continuous leave of absence while termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.

g. Leave granted under this clause shall be counted 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 be counted for pay increment purposes.

XX.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 Agency with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Agency, and
 - iii. has signed an agreement with the Agency 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 Agency for an amount determined as follows:

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

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 Québec Parental Insurance plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period, and
 - iii. where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.
- d. At the employee's request, the payment referred to in subparagraph 38.02(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 Québec 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 Québec.
- 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 while in receipt of 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.

XX.03 Special maternity allowance for totally disabled employees

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

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

- b. An employee shall be paid an allowance under this clause and under clause 38.02 for a combined period of no more than the number of weeks while she would have been eligible for maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or Québec Parental Insurance Plan maternity benefits for the reasons described in subparagraph (a)(i).

**NEW ARTICLE XY
PARENTAL LEAVE WITHOUT PAY**

XY.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 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 Agency at least four (4) weeks before the commencement date of such leave
- f. The Agency 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

XY.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 40.02(c) to (k), or**
- **Option 2: extended parental benefits, paragraphs 40.02(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 Agency 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 Agency, and

iii. has signed an agreement with the Agency 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 38.02(a)(iii)(B), if applicable. **Where the employee has elected the extended parental allowance, following his or her return to work, as described in section (A), the employee will work for a period equal to sixty percent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in section 38.02(a)(iii)(B), if applicable;**
- C. ~~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 Agency for an amount determined as follows:

~~(allowance received) X
$$\frac{\text{(remaining period to be worked following his or her return to work)}}{\text{[total period to be worked as specified in (B)]}}$$~~

(allowance received) X (remaining period to be worked, **as specified in division (B)**, following his or her return to work)

[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 40.01(a)(i) and (b)(i) has elected to receive Standard Employment Insurance parental benefits and** is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay **(and the recruitment and retention “terminable allowance” if applicable)** for each week of the waiting period, less any other monies earned during this period;
 - ii. for each week the employee receives parental, adoption or paternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate **(and the recruitment and retention “terminable allowance” if applicable)** and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;
 - iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit **or has divided the full thirty-two (32) 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~~ **that employee** is eligible to receive a further parental allowance for a period of **up to two (2) weeks**, ninety-three per cent (93%) of their weekly rate of pay for each week **(and the recruitment and retention “terminable allowance” if applicable)**, less any other monies earned during this period;

- iv. **where an employee has 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 (**and the recruitment and retention “terminable allowance” if applicable**) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in **subparagraph 38.02(c)(iii)** for the same child-;
- 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 38.02(c)(iii) and 40.02(c)(v) for the same child;**
- d. At the employee’s request, the payment referred to in subparagraph 40.02(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 **(and the recruitment and retention “terminable allowance” if applicable)** to which the employee is entitled for the substantive level to which he or she is appointed.
- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate **(and the recruitment and retention “terminable allowance” if applicable)** the employee was being paid on that day.
- i. Where an employee becomes eligible for a pay increment or pay revision that would increase the parental allowance while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- j. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee’s deferred remuneration or severance pay.
- k. The maximum combined, shared, maternity and **standard** parental allowances payable ~~under this collective agreement~~ shall not exceed ~~fifty-two~~ **seventy-seven** (527) weeks for each combined maternity and parental leave without pay.

Option 2 - Extended Parental Allowance:

- I. **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 40.01(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 38.02(c)(iii) for the same child.
- iv. where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 38.02(c)(iii) for the same child;
- m. At the employee’s request, the payment referred to in subparagraph 40.02 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.**

XY.03 Special parental allowance for totally disabled employees

- a. An employee who:
 - i. fails to satisfy the eligibility requirement specified in subparagraph 40.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or through the Government Employees Compensation Act prevents the employee from receiving Employment Insurance or Québec Parental Insurance Plan benefits, and
 - ii. has satisfied all of the other eligibility criteria specified in paragraph 40.02(a), other than those specified in sections (A) and (B) of subparagraph 40.02(a)(iii), shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD plan or through the Government Employees Compensation Act.
- b. An employee shall be paid an allowance under this clause and under clause 40.02 for a combined period of no more than the number of weeks while the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in subparagraph (a)(i).

ARTICLE 38
MATERNITY-RELATED REASSIGNMENT OR LEAVE

38.01 An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the ~~twenty-fourth (24th)~~ **seventy-eight (78)** week following the birth, request the Agency to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child.

38.05 Where the Agency concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Agency shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than ~~fifty-two (52)~~ **seventy-eight (78)** weeks after the birth.

ARTICLE 39
LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY

**

39.02 ~~For the purpose of this article, family is defined as spouse (or common-law spouse resident with the employee), children (including foster children or children of legal or common-law spouse) parents (including stepparents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides. 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.**

**ARTICLE 39
LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY**

~~(e) **Compassionate Care Leave**~~

- ~~(i) Notwithstanding paragraphs 39.02, 39.03(b) and (d) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.~~
- ~~(ii) Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.~~
- ~~iii) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.~~
- ~~(iv) When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, paragraphs (i) and (ii) above cease to apply.~~

(New)

XX Caregiving Leave

- a. An employee who provides the Agency 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 be granted leave without pay while in receipt of or awaiting these benefits.**
- b. The leave without pay described in clause XX (a) 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.**
- c. When notified, an employee who was awaiting benefits must provide the Agency 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.**

- d. When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been denied, clause XX (a) above ceases to apply.**
- e. 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.**

(Consequential renumbering)

ARTICLE 40
LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

**

40.01 For the purpose of this article, family is defined as spouse (or common-law partner resident with the employee), children (including **step-children**, foster children or children of legal or common-law spouse and ward of the employee), parents (including step-parents or foster parents), father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents and grandchildren of the employee, any relative permanently residing in the employee's household or with whom the employee permanently resides, ~~or~~ any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee **or 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 44
BEREAVEMENT LEAVE WITH PAY**

**

~~44.01 For the purpose of this Article, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner residing with the employee), child (including child of spouse), stepchild or ward of the employee, grandparent, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law and relative permanently residing in the employee's household or with whom the employee permanently resides.~~

44.01 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 under 44.01(a) only once during the employee’s total period of employment in the public service.**

**ARTICLE 48
LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS**

**

48.XX Domestic Violence Leave

For the purposes 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) or eighty (80) hours (in accordance with the Hours of Work Code) 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 48.XX(b) to 48.XX(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.

(Consequential renumbering)

**ARTICLE 59
ALLOWANCES**

New article 59. XX Dog handlers' allowance

When an employee is required to handle a trained detector dog during a shift, and in recognition of the duties associated with control, care and maintenance of the detector dog at all times, the employee shall be paid an allowance of one (\$1) dollar per on-duty hour.

APPENDIX "G"
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PARKS CANADA AGENCY
(HEREINAFTER CALLED THE AGENCY)
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(HEREINAFTER CALLED THE ALLIANCE)
IN RESPECT OF THE ALLOWANCE
FOR THE GT – GENERAL TECHNICAL GROUP
WORKING AS LAW ENFORCEMENT OFFICERS

**

1. The Agency will provide an annual allowance to incumbents of General Technical (GT) group positions, GT-04 and GT-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) ~~Effective~~ **Commencing on** August 5, 2016~~8~~, GT employees who perform duties of Enforcement Officers and who are fully designated with Peace Officer powers shall be eligible to receive an annual allowance to be paid bi-weekly;
- b) The allowance shall be paid in accordance with the following table:

Annual allowance: General Technical (GT)

Positions	Annual allowance
GT-04	\$3,000 \$3,534
GT-05	\$3,000 \$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. Seasonal and part-time employees shall be entitled to the allowance on a pro-rata basis.
5. This Memorandum of Understanding expires on August 4, ~~2018~~ **2021**.

DELETION APPENDIX "H"
MEMORANDUM OF UNDERSTANDING
BETWEEN THE PARKS CANADA AGENCY
(HEREINAFTER CALLED THE AGENCY)
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(HEREINAFTER CALLED THE PSAC)
IN RESPECT OF CERTAIN EMPLOYEES OCCUPYING POSITIONS CLASSIFIED IN THE
HISTORICAL RESEARCH (HR) OCCUPATIONAL GROUP

~~**~~

- ~~1. In an effort to reduce retention and recruitment problems, the Agency will provide an Allowance to incumbents of HR positions for the performance of historical research duties.~~
- ~~2. The parties agree that HR employees who perform the duties of positions identified above shall be eligible to receive a "Terminable Allowance" in the following amounts and subject to the following conditions:
 - ~~(a) Commencing on August 5, 2014 and ending August 4, 2018, the employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid bi-weekly;~~
 - ~~(b) The employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix "A" of the collective agreement. This daily amount is equivalent to the annual amount set out below divided by two hundred and sixty decimal eighty-eight (260.88);~~~~

~~TERMINABLE ALLOWANCE~~

~~Effective August 5, 2014 until August 4, 2018~~

~~Annual Amount: \$4,000 ————— Daily Amount: \$15.33~~

- ~~(c) The Terminable Allowance specified above does not form part of an employee's salary.~~
- ~~(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 existing collective agreement.~~
- ~~3. A part-time HR employee shall be paid the equivalent of the daily amount shown above divided by seven decimal five (7.5), for each hour paid at his or her hourly rate of pay pursuant to clause 56.02.~~
- ~~4. The employee shall not be entitled to the Allowance for periods he or she is on leave without pay, under suspension or on strike.~~

~~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 August 4, 2018.~~

APPENDIX “K” WORK FORCE ADJUSTMENT

GENERAL

Definitions:

Alternation 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 Agency exchanges positions with a non-affected employee (the alternate) willing to leave the Agency with a Transition Support Measure or with an Education Allowance. (Échange de postes)

**

Education Allowance is one of the options provided to an indeterminate employee affected by normal work force adjustment for whom the Chief Executive Officer cannot guarantee a reasonable job offer. The Education Allowance is a cash payment, equivalent to the Transitional Support Measure (see Annex B), plus a reimbursement of tuition from a recognized learning institution, book and mandatory equipment costs, up to a maximum of ~~\$15,000~~ **seventeen thousand dollars (\$17,000)**. (indemnité d'études)

Part I Roles and Responsibilities

**

1.1.3 The Agency shall establish **joint** work force adjustment committees, where appropriate, to manage the work force adjustment situations within the Agency. Terms of reference of such committees shall include a process for addressing alternation requests.

Part VI Options for employees

6.1.3 The opting employee must choose, in writing, one of the three Options of section ~~6.3~~ **6.4** of this appendix within the 120-day window. The employee cannot change Options once having made a written choice.

6.2 Voluntary Departure Process

6.2 h) When the number of volunteers is larger than the required number of positions to be eliminated, volunteers will be selected based on seniority (total years of service in the public service, whether continuous or discontinuous). ~~an equitable set of criteria, including years of public service, communicated to employees in advance of the request to volunteer.~~

6.3 Alternation

6.3.2 Only an opting employee **and surplus employees who are surplus as a result of having chosen option 6.4.1 (a)**, ~~not a surplus one~~, may alternate into an indeterminate position that remains in the Agency.

6.4 Options

6.4.1

**

- (c) Education allowance is a Transitional Support Measure (see Option (b) above) plus an amount of not more than ~~\$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:

APPENDIX "L"
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PARKS CANADA AGENCY
(HEREINAFTER CALLED THE AGENCY)
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(HEREINAFTER CALLED THE PSAC)
IN RESPECT OF THE RETENTION ALLOWANCE FOR COMPENSATION ADVISORS

**

1. In an effort to increase retention of Compensation Advisors at the **CR-05**, AS-01, AS-02, and AS-03 and **AS-04** group and levels, the Agency will provide an allowance to incumbents of **CR-05**, AS-01, AS-02 and AS-03 and **AS-04** Compensation Advisor positions for the performance of Compensation and Benefit duties.
2. The parties agree that **CR-05**, AS-01, AS-02, and AS-03 and **AS-04** Compensation Advisors who perform the duties of positions identified above shall be eligible to receive a "Retention Allowance" in the following amounts and subject to the following conditions:

- a) ~~Effective June 14,~~ **Effective to the dates determined by subparagraph 2) a) ii) of Appendix XX (MOU on Implementation), CR-05, AS-01, AS-02, and AS-03 and AS-04** Compensation Advisors who perform the duties of positions identified above shall be eligible to receive an allowance to be paid biweekly;
- b) **All AS-01, AS-02 or AS-03 Compensation Advisors working at the Agency** ~~The employee~~ shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix A of the collective agreement. This daily amount is equivalent to the annual amount set out below divided by two hundred and sixty decimal eighty eight (260.88);

Retention Allowance

	Annual	Daily
AS-01, AS-02 and AS-03 Compensation Advisors	2 500 \$	9,58 \$

- c) **All CR-05, AS-01, AS-02, AS-03 or AS-04 Compensation Advisors working in pay pods under the banner of the Public Service and Procurement Canada Pay Centre (PSPC) shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix A of the collective agreement. This daily amount is equivalent to the annual amount set out below divided by two hundred and sixty decimal eight eight (260.88);**

Retention Allowance

	Annual amount:	Daily amount:
	\$3,500	\$13.42

- d) The Retention Allowance specified above does not form part of an employee's salary;
- e) The Retention Allowance will be added to the calculation of the weekly rate of pay for the maternity and parental allowances payable under article 37 of this collective agreement;
- f) Subject to ~~(f)~~**(g)** below, the amount of the Retention Allowance payable is that amount specified in paragraph 2(b) **or (c)** for the level prescribed in the certificate of appointment of the employee's **CR-05**, AS-01, AS-02, ~~and~~AS-03 and **AS-04** position;
- g) When a Compensation Advisor **or employee** as defined in clause 1 above is required by the Agency to perform duties of a higher classification level in accordance with clause 58.07, the Retention Allowance shall not be payable for the period during which the employee performs the duties of a higher level.

3. A part-time ~~AS-01, AS-02 and AS-03~~ Compensation Advisor **receiving the allowance** shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at their hourly rate of pay.

4. An employee shall not be entitled to the allowance for periods he/she is on leave without pay or under suspension.

5. This Memorandum of Understanding expires with the signing of a new collective agreement.

**APPENDIX “M”
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PARKS CANADA AGENCY
(HEREINAFTER CALLED THE AGENCY)
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(HEREINAFTER CALLED THE PSAC)
IN RESPECT OF THE
TEMPORARY INCENTIVES FOR THE RECRUITMENT AND RETENTION
OF COMPENSATION ADVISORS**

~~In an effort to support the recruitment and retention of Compensation Advisors at the AS-01, AS-02 and AS-03 group and levels who perform compensation duties that are directly linked to pay operations and transactions at the Public Service Pay Centre (including satellite offices) and within Parks Canada, the Agency will provide the following temporary incentives for new recruits, retirees and incumbents of Compensation Advisor positions:~~

The purpose of this MOU is to extend the provisions of the previous MOU to September 1, 2020, due to the ongoing challenges with the recruitment and retention of Compensation Advisors at the AS-01, AS-02 and AS-03 group and levels working at the Public Service Pay Centre (including satellite offices) and within Parks Canada.

With respect to eligibility, any changes made to the Appendix L of the Parks Canada collective agreement after August 4, 2018 are not replicated in this MOU.

The Agency will continue to provide incentives to new recruits, retirees and incumbents of Compensation Advisor positions for the performance of Compensation and Benefit duties. The Agency will provide the incentive payment to employees only once during the employee’s entire period of employment in the federal public administration.

Part A) Incentives

~~Commencing on the date of signing of this collective agreement, and ending June 1, 2018, Compensation Advisors eligible for the Compensation Advisors Retention Allowance (hereafter referred to as “employees”) shall be eligible to receive the following incentive payments:~~

Effective on June 1, 2018 and ending September 1, 2020, Compensation Advisors eligible for the Compensation Advisors Retention Allowance, found in Appendix L of the Parks Canada Agency collective agreement concluded for the 2014 round of bargaining (hereafter referred to as “employees”), shall be eligible to receive the following incentive payments:

1. One-time Incentive Payment

~~The Agency will provide an incentive payment to employees of \$4,000, only once during the employee’s entire period of employment in the federal public service.~~

The Agency will provide an incentive payment to employees of \$4,000, only once during the employee's entire period of employment in the federal public service. Employees who are acting in an AS-04 Compensation position will continue to be eligible for the \$4,000 payment, provided they are eligible for the Compensation Advisor Retention Allowance in their substantive position.

~~Current Employees will receive the lump sum payment of \$4,000, payable effective the date of signing of this collective agreement as of May 31st, 2018 (i.e., considered 'current Employees' under the May 31st, 2018 MOU) who received a portion of the two \$2,000 lump sum payments will be eligible to receive any remaining amount up to the \$4,000 limit, providing they are employed for twelve months either continuously or discontinuously since on May 31st, 2018.~~

~~New Recruits hired after the signing of this collective agreement and prior to June 1, 2018 will receive the incentive payment after completing a one-year period of continuous employment hired on or after June 1, 2018 and prior to September 1, 2020, will receive the incentive payment after completing a one-year period of continuous employment.~~

~~Retirees who come back to work as Compensation Advisors after the signing of this collective agreement and prior to June 1, 2018, will earn the incentive payment through prorated payments over a six-month contiguous or non-contiguous period of employment, starting upon commencement of employment. The full amount of the incentive payment will be pro-rated to the period worked up to a maximum period of six months, and paid in increments on a bi-weekly basis. The qualifying period to receive the award is shorter than the qualifying period for new recruits in recognition of the experience a retiree will contribute to the operations immediately upon hiring. who come back to work as Compensation Advisors on or after June 1, 2018 and prior to September 1, 2020, will earn the incentive payment through pro-rated payments over a six-month contiguous or non-contiguous period of employment, starting upon commencement of employment. The full amount of the incentive payment will be pro-rated to the period worked up to a maximum period of six months, and paid in increments on a bi-weekly basis. The qualifying period to receive the award is shorter than the qualifying period for new recruits in recognition of the experience a retiree will contribute to the operations immediately upon hiring.~~

~~Part-time employees shall be entitled to the payment on a pro-rata basis based on actual hours worked during the relevant qualifying period as per the above, as a percentage of full time hours. Part-time employees who received a pro-rated amount of the \$4,000 incentive payment under the previous MOU, will be eligible to receive up to the difference between what they received under the previous MOU and \$4,000. This amount will be paid on a pro-rata basis up to the \$4,000 threshold, based on actual hours worked.~~

Employees departing on maternity/parental leave who qualify for the incentive shall be eligible for a prorated amount based on the portion of a year worked on or after May 31st, 2018 and prior to September 1, 2020, upon their departure, less any amounts already received. Employees will remain eligible for the remaining balance of the \$4,000 incentive upon their return to work, to be paid on completion of 12 month's work. The incentive amount is not subject to the 37.02 b) repayment undertaking, and shall not be counted as income for the purposes of the maternity/parental leave top-up.

For greater clarity, nothing in this MOU shall suggest that employees can receive incentive payments that cumulatively exceeds \$4,000, as a result of eligibility under this or a previous MOU.

2. Overtime

Overtime shall be compensated at double (2) time for overtime worked during the period between August 1, 2017 ~~June 1, 2018~~ and June 1, 2018 ~~September 1, 2020~~.

3. ~~(a) Carry-Over and/or Liquidation of Vacation Leave~~

- i. ~~Where, in the vacation year 2017-2018, an employee has not been granted all of the vacation leave credited to the employee, the unused portion of their vacation leave on March 31, 2018 shall be carried over into the following vacation year.~~
- ii. ~~If on March 31, 2019, an employee has more than two hundred and sixty-two decimal five (262.5) hours of unused vacation leave credits, a minimum of seventy five (75) hours per year of the excess balance shall be granted or paid in cash, in accordance with the employee's choice, by March 31 of each year commencing March 31, 2019, until all vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours have been liquidated. Payment shall be in one instalment per year and shall be at the employee's daily rate of pay, as calculated from the classification prescribed in his or her letter of offer of his or her substantive position on March 31, 2018.~~

~~(b) Compensation in cash or leave with pay~~

~~All compensatory leave earned in the fiscal year 2016-2017 and outstanding on September 30, 2017, shall not be paid out, in whole or in part, other than at the request of the employee and with the approval of the Agency. Should the employee request accumulated compensatory leave be paid out on September 30, 2017, it will be paid out at the employee's hourly rate of pay as calculated from the classification prescribed in the letter of offer of his or her substantive position on September 30, 2017. All compensatory leave earned in the fiscal year 2017-2018, shall not be paid out, in whole or in part, other than at the request of the employee and with the approval of the Agency. For greater clarity, the provisions of article 34.01(a) of the collective agreement remain applicable. Should the employee request accumulated compensatory leave be paid out on September 30, 2018, it will be paid out at the employee's hourly rate of pay as calculated from the classification prescribed in the letter of offer of his or her substantive position on September 30, 2018.~~

Part B) Other provisions

~~Pay processing of the incentive payments for retirees and part-time employees, as well as overtime will be implemented within 150 days following the signature of this agreement.~~

~~The parties agree that the terms of this Memorandum of Understanding will not be affected by any notice to bargain served under section 106 of the *Federal Public Sector Labour Relations Act*. As such, the terms and conditions set out in this Memorandum of Understanding will cease on the dates indicated in the Memorandum of Understanding and will not be continued in force by the operation of s. 107.~~

~~Prior to June 1, 2018 the parties may agree by mutual consent to extend the limitation periods set out in clauses 2 and 3. (a) and (b), based on an assessment of working conditions, recruitment and retention issues with compensation advisors and the need to continue to provide for increased capacity.~~

~~The parties recognize that an extension of these clauses is made without prejudice or precedent and will in no way bind the parties to any particular position that they may wish to take on overtime, carry-over and/or liquidation of vacation leave or compensation in cash or leave with pay issues during any round of collective bargaining.~~

Conclusion

The Agency shall make all reasonable efforts to process incentive payments for retirees that are provided under this extension, as well as new overtime payments provided under this extension, within 150 days following the signature of this agreement.

The parties agree that the terms of this MOU will continue to not be affected by any notice to bargain served under section 106 of the Federal Public Sector Labour Relations Act. As such, the terms and conditions set out in this MOU will cease on the dates indicated in the MOU and will not be continued in force by the operation of s. 107.

The parties recognize that an extension of clauses 1 and 2 is made without prejudice or precedent and will in no way bind the parties to any particular position that they may wish to take on overtime during any round of collective bargaining.

**DELETION OF APPENDIX “N”
LETTER OF AGREEMENT
BETWEEN
THE PARKS CANADA AGENCY
(HEREINAFTER CALLED THE AGENCY)
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(HEREINAFTER CALLED THE PSAC)
IN RESPECT OF THE
APPLICATION OF THE POLICIES SET OUT IN ARTICLE 6**

~~The Agency and the PSAC agree to create a sub-committee of the National Labour Management Consultation Committee (NLMCC). The sub-committee’s mandate will be to discuss issues regarding the application of the policies set out in Article 6 of the collective agreement.~~

~~The sub-committee will report to the NLMCC on the establishment of their terms of reference and on their findings and recommendations.~~

~~The creation of the sub-committee will be added to the agenda of the next NLMCC meeting.~~

APPENDIX "XXXX"
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PARKS CANADA AGENCY
(HEREINAFTER CALLED THE AGENCY)
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(HEREINAFTER CALLED PSAC)
WITH RESPECT TO THE NATIONAL
JOINT COUNCIL

The Agency and the PSAC agree that there is value in returning to full membership of the National Joint Council. The parties agree to create a sub-committee of the National Labour Management Consultation Committee (NLMCC) who's mandate will be to:

- Discuss the results of the Agency's assessment of its policies relating to National Joint Council (NJC) directives and the feasibility of a full and expedited return to the National Joint Council;
- Any other work the sub-committee may determine necessary to advance on its Agenda.

The sub-committee will report to the NLMCC on their findings and recommendations in order to join the NJC prior to the next round of bargaining.

The sub-committee shall meet within 90 days of the signing of the collective agreement to establish its schedule and begin its work. This sub-committee will strive to meet every two (2) months.

The creation of the sub-committee will be added to the agenda of the next NLMCC meeting.

This exercise should be completed as soon as practicable, prior to the next round of collective bargaining.

DELETION APPENDIX "P"
MEMORANDUM OF AGREEMENT
BETWEEN
THE PARKS CANADA AGENCY
(HEREINAFTER CALLED THE AGENCY)
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(HEREINAFTER CALLED THE PSAC)
ON SUPPORTING EMPLOYEE WELLNESS

~~Further to the Memorandum of Agreement on Supporting Employee Wellness between Treasury Board and the Public Service Alliance of Canada:~~

~~The Agency and the PSAC agree to undertake the necessary steps in order to implement applicable changes resulting from the findings/conclusions of the joint Treasury Board/PSAC Task Force on supporting employee wellness. The parties agree to continue the current practice of working collaboratively to address concerns with respect to employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury.~~

**NEW APPENDIX XX
MEMORANDUM OF UNDERSTANDING BETWEEN
THE PARKS CANADA AGENCY 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 agreement reached between the Parks Canada Agency and the Public Service Alliance of Canada regarding the topic of mental health in the workplace.

The parties recognize the importance of the work undertaken by the National Joint Task Force on Mental Health (JTF), which highlighted the essential need for collaboration between management and unions as one of the key elements for successful implementation of a psychological health and safety management program in the Federal Public Service. Building on the work of the JTF, including the establishment of the Centre of Expertise on Mental Health in the Workplace (COE), the parties agree to:

- 1) Monitor the work of the Centre of Expertise (COE) and adopt best practices highlighted by the COE;**
- 2) Include mental health as a standing item for discussion at the National Joint Occupational Health and Safety committee meetings.**

**NEW APPENDIX XX
MEMORANDUM OF UNDERSTANDING BETWEEN
THE PARKS CANADA AGENCY
AND THE PUBLIC SERVICE ALLIANCE OF CANADA
WITH RESPECT TO INDIGENOUS LANGUAGES**

This Memorandum of Understanding is to give effect to the agreement reached between the Parks Canada Agency and the Public Service Alliance of Canada (the Alliance) regarding the use of Indigenous languages in the workplace.

Given that:

- a) the Government of Canada has passed an Indigenous Languages Act (Bill C-91) and has recognized the importance of preserving and promoting the use of Indigenous languages; and**
- b) The public service in certain areas of the country provides services to Canadians in Indigenous languages**

The parties agree to establish a joint committee, co-chaired by a representative from each party, to review the use of Indigenous languages in the Agency, examine Indigenous language skills in the performance of employee duties and consider the advantages that Indigenous language speakers bring to the Agency.

The joint committee will meet within 60 days of the ratification of the tentative agreement to commence its work and the parties shall report to their principals by August 4, 2021. This timeline may be extended on mutual agreement between the parties.

This Memorandum of Understanding expires on August 4, 2021.

Provided that the Public Service Alliance of Canada confirms in writing to Parks Canada that the tentative collective agreement was ratified on or before November 15, 2020, the “non-pensionable amount of four hundred dollars (\$400)” will be replaced “non-pensionable amount of five hundred dollars (\$500)”

**

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

Notwithstanding the provisions of clause 58.03* on the calculation of retroactive payments and clause 61.03 on the collective agreement implementation period, this memorandum is to give effect to the understanding reached between the Parks Canada Agency 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 compensation elements 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 dollars (\$50) non-pensionable amount for every subsequent complete period of ninety (90) days their collective agreement is not implemented. These amounts will be included in their final retroactive payment.**
- 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-dollar payment.**

- d. Should the Treasury Board of Canada negotiate higher amounts for 3(a) or 3(b) with any other bargaining agent representing Core Public Administration employees, Parks Canada Agency will compensate Public Service Alliance of Canada members for the difference in an administratively feasible manner.**
- 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 Parks Canada Agency compensation unit or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Parks Canada Agency will consult with the Public Service Alliance of Canada 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.**

DELETION APPENDIX "J"
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PARKS CANADA AGENCY
(HEREINAFTER CALLED THE AGENCY)
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(HEREINAFTER CALLED THE PSAC)
IN RESPECT OF THE
JOINT LEARNING PROGRAM

~~This MOU between the Agency and the Alliance represents an agreement between the two parties with respect to a joint learning program for Parks Canada employees.~~

~~The Agency and the PSAC agree to set up a pilot project with respect to a joint learning program (PCA-PSAC JLP).~~

~~The Agency agrees to fund the PCA-PSAC pilot JLP, as agreed to by the PCA-PSAC Joint Steering Committee. Furthermore, the parties agree to establish a PCA-PSAC joint steering committee made up of an equal number of representatives of PCA and PSAC in order to govern the JLP pilot project. Some specific issues to be taken into consideration in developing the JLP pilot project are operational considerations at PCA, for example the seasonality of the workforce.~~

**LETTER OF UNDERSTANDING
OUTSIDE THE COLLECTIVE AGREEMENT
BETWEEN
THE PUBLIC SERVICE ALLIANCE OF CANADA
AND
THE PARKS CANADA AGENCY
IN RESPECT TO A JOINT LEARNING PROGRAM**

This letter is to give effect to the agreement reached between the Parks Canada Agency (PCA) and the Public Service Alliance of Canada (PSAC) with respect to a potential Joint Learning Program for Parks Canada employees.

The PCA and the PSAC agree to set up a pilot project with respect to a Joint Learning Program (JLP).

The Agency agrees to provide up to one hundred and fifty thousand dollars (\$150,000) to fund the PCA-PSAC one- year JLP pilot. Furthermore, the parties agree to establish a PCA-PSAC joint steering committee made up of equal number of representatives from both PCA and PSAC within ninety (90) days of the signing of the Collective Agreement in order to govern the JLP pilot project based upon the specific learning and operational needs of the PCA. The steering committee will be responsible to establish terms of reference for the pilot based on objectives that include:

- Strengthen Union/Management relationships through the joint oversight, organisation and delivery of workshops in locations across Canada;
- Provide employees with a positive, healthy and respectful workplace through their participation in the JLP;
- Provide pilot evaluation results to inform both parties in their subsequent discussions concerning the JLP.

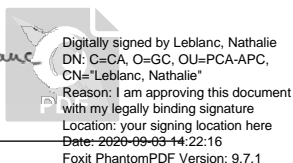
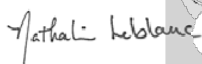
The joint steering committee will look at best practices available in other joint learning programs, including the PSAC-TBS Joint Learning Program.

The Parties agree that this Letter of Understanding will not form part of the Collective Agreement.



September 3, 2020

Ashley Bickerton
Negotiator
Public Service Alliance of Canada



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