



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

TENTATIVE AGREEMENT

PUBLIC SERVICE ALLIANCE OF CANADA (PSAC)

PROGRAM AND ADMINISTRATIVE SERVICES

BARGAINING UNIT (PA)

COMPRISING EMPLOYEES IN THE FOLLOWING CLASSIFICATIONS:

| | |
|--------------------------------------|------|
| Administrative Services | (AS) |
| Information Services | (IS) |
| Programme Administration | (PM) |
| Welfare Programmes | (WP) |
| Communications | (CM) |
| Data Processing | (DA) |
| Clerical and Regulatory | (CR) |
| Office Equipment | (OE) |
| Secretarial, Stenographic and Typing | (ST) |



File: 2121-PA-3

May 1st, 2023

TO: ALL MEMBERS OF THE PSAC – PROGRAM AND ADMINISTRATIVE SERVICES (PA)

RE: TENTATIVE AGREEMENT

On May 1st, 2023, after more than two years of negotiations leading to one of the largest strikes in Canadian history, our PA bargaining team has reached a tentative agreement for more than 104,314 workers who deliver critical services to Canadians.

This agreement is the product of the tenacity of PSAC members who held the line on fair wages and better working conditions. If ratified, the settlement will improve members’ working conditions in several ways.

Our bargaining team unanimously recommends ratification of this tentative agreement.

The duration of this new agreement is June 21, 2021, to June 20, 2025.

HIGHLIGHTS OF OUR TENTATIVE AGREEMENT

1. ECONOMIC INCREASES & ALLOWANCES

The tentative agreement contains significant improvements to monetary compensation for members. The total compensation for all PA group members amounts to a minimum increase of 12% over the four years of the collective agreement,

| Effective | Breakdown of economic increase | Total economic increase |
|---------------|---|-------------------------|
| June 21, 2021 | <ul style="list-style-type: none"> increase to rates of pay: 1.5% | 1.50% |
| June 21, 2022 | <ul style="list-style-type: none"> increase to rates of pay: 3.5% wage adjustment: 1.25% | 4.75% |
| June 21, 2023 | <ul style="list-style-type: none"> increase to rates of pay: 3.0% wage adjustment: 0.5% | 3.50% |
| June 21, 2024 | <ul style="list-style-type: none"> increase to rates of pay: 2.00% wage adjustment: 0.25% | 2.25% |

LUMP SUM PAYMENTS

A \$2,500 one-time pensionable lump sum allowance will be paid to all employee in the bargaining unit on the date of signing of the collective agreement.

ARTICLE 27 – SHIFT PREMIUM

Increase to the shift and weekend premium from \$2.00 to \$2.25 per hour.

ARTICLE 61 – CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE

Increase to the value of the correctional service specific duty allowance from \$2000 to \$2140.

APPENDIX J – MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA IN RESPECT OF THE PROGRAM AND ADMINISTRATIVE SERVICES GROUP: COMPENSATION ADVISORS RETENTION ALLOWANCE

Harmonization of the retention allowance for employees performing duties as Compensation Advisors at the **AS-01**, **AS-02** and **AS-03** group and levels in departments serviced by the Pay Centre from \$2500 to \$3500.

APPENDIX O – MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT OF EMPLOYEES IN THE PROGRAMME ADMINISTRATION (PM) GROUP WORKING AS FISHERY OFFICERS

Increase to the annual allowance from \$3534 to \$6500.

APPENDIX Q – MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO WELFARE PROGRAMMES (WP) GROUP WORKING AS PAROLE OFFICERS AND PAROLE OFFICER SUPERVISORS

Increase to the annual allowance from \$2000 to \$3000.

APPENDIX F – IMPLEMENTATION

Compensation increases including premiums, allowances, and changes in overtime rates will be implemented within 180 days after signature where there is no need for manual intervention. Lump sum of \$200 payable if the outstanding amount is more than \$500 owed after 181 days after signature.

2. REMOTE WORK

New letter of agreement confirming that telework is voluntary, can be initiated by the employee, and that arrangements will be considered on a case-to-case basis.

The letter of agreement also provides for the creation of joint union-employer departmental panels. Employee rights around telework arrangements will be protected through a grievance process and grievances that were not settled prior to the final step of the grievance process may be referred to the joint union-management panel for review.

The Employer also committed to establishing a Joint Consultation Committee which will be co-chaired by the Public Service Alliance of Canada to the review of the Employer's Directive on Telework.

3. JOB SECURITY

ARTICLE 23 – JOB SECURITY

New protections to ensure that when indeterminate employees are affected by workforce adjustment situations preference shall be given to their retention over re-engaging a contractor.

Commitment from the Employer to meet and discuss on issues associated with contracting out and managed services.

APPENDIX D – WORKFORCE ADJUSTMENT

Letter of Agreement where both parties commit to submit a joint proposal to the Public Service Commission of Canada to include seniority rights in the Workforce Adjustment process.

Increase to the employee entitlement towards counselling services when affected by a Workforce Adjustment from \$1000 to \$1200.

Additional information and feedback to be provided to the employee and the Alliance during a Workforce Adjustment process.

4. OTHER IMPORTANT CHANGES TO THE COLLECTIVE AGREEMENT

ARTICLE 10 – INFORMATION

Employees of the bargaining unit will be given electronic access to the collective agreement and supplied with a printed copy upon request.

ARTICLE 12 – USE OF EMPLOYER FACILITIES

Language added to ensure Alliance representative can access Employer premises for stated union business.

ARTICLE 14 – LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

Expansion to the types of events that can be attended while on leave for Alliance business, specifically conferences, and meetings of Alliance committees.

ARTICLE 24 – TECHNOLOGICAL CHANGE

Addition of the terms “system or software” in the definition of a technological change.

ARTICLE 30 & 64 - DESIGNATED PAID HOLIDAYS

Inclusion of National Day for Truth and Reconciliation as a designated paid holiday.

Corresponding changes to article 64 Part-time employees: Designated Paid Holiday allowance for part-time workers increases from 4.25% to 4.6%.

ARTICLE 35 – SICK LEAVE WITH PAY

When a medical certificate is requested by the Employer, the employee will be reimbursed for the cost of the certificate, to a maximum of thirty-five dollars (\$35.00) for periods of absence of three consecutive days or less.

ARTICLE 44 – LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

Expansion of leave provision to include the possibility for the employee to use family-related responsibilities to visit a family member with terminal illness.

Increase the cap to 15 hours to attend an appointment with a legal or paralegal representative or with a financial or other professional.

ARTICLE 47 – BEREAVEMENT LEAVE WITH PAY

Expansion of leave provision to include one day of bereavement leave for an aunt or an uncle.

ARTICLE 53 – LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

Conversion of the one day of volunteer leave in into an additional day of personal leave.

ARTICLE 68 – DURATION

The new agreement, if ratified by the membership, will expire on June 20, 2025.

NEW ARTICLE – LEAVE FOR TRADITIONAL INDIGENOUS PRACTICES

Five days of leave including two days with pay for self-identified Indigenous employees to engage in traditional Indigenous practices including land-based activities such as hunting, fishing and harvesting.

APPENDIX C MEMORANDUM OF UNDERSTANDING WITH RESPECT TO A JOINT LEARNING PROGRAM

Additional fund to provide training tailored to the learning needs of occupational health and safety committees and representatives.

NEW APPENDIX WITH RESPECT TO A JOINT REVIEW ON EMPLOYMENT EQUITY, DIVERSITY AND INCLUSION TRAINING AND INFORMAL CONFLICT MANAGEMENT SYSTEMS

Creation of a Joint Committee to review existing training courses related to EEDI and ensure employees are fully aware of training opportunities that are available to them during their normal work hours. The Committee will also review existing informal conflict management systems available to employees.

NEW APPENDIX WITH RESPECT TO MATERNITY AND PARENTAL LEAVE WITHOUT PAY

Creation of a Joint Committee to compare the interaction between the collective agreements and Employment Insurance Program and Quebec Parental Insurance Plan. In addition, the Committee will review maternity leave and parental leave provisions to identify opportunities to simplify the language.

NEW APPENDIX WITH RESPECT TO GENDER INCLUSIVE LANGUAGE

Creation of a Joint Committee to review the collective agreement to render the language more gender-inclusive in both official languages.

NEW APPENDIX WITH RESPECT TO PAY SIMPLIFICATION SOLUTIONS

New Memorandum of Understanding to confirm the parties' commitment to ongoing collaboration with regards to the identification of pay administration simplification solutions.

BILINGUALISM BONUS

Official commitment from the Employer to agree to a review of the NJC Bilingualism Bonus Directive.

Further minor amendments to the following articles:

Article 2 – Interpretations and Definitions (common-law)

Article 19 – No discrimination

Article 20 – Sexual Harassment

Article 33 – Leave, General

Article 34 – Vacation Leave with Pay

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

Housekeeping changes to numerous articles to correct references, titles and typos and outdated references.

Deletion of provisions which are no longer applicable, including Article 43 – Volunteer Leave, Appendix E, Appendix I, Appendix N, Appendix P and Appendix R.

The new agreement, if ratified by the membership, will expire on June 21, 2025.

Your Bargaining Team, comprising:

Samantha Basha
Sargy Chima
Charito Humphreys
Sherry Hunt

Gilbert Legault
Troy MacDonnell
Frédéric Prigot
Rosemarie Smith-Gimblett

Brenda Shillington, Negotiator, PSAC
Pierre-Samuel Proulx, Senior Research Officer, PSAC

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

Sincerely,



Marianne Hladun
PSAC Regional Executive Vice-President, Prairies

cc. National Board of Directors
Negotiations Section
Susan O'Reilly, A/Director, Representation and Legal Services Branch
Regional Coordinators
Reine Zamat, Supervisor, Membership Administration
Megan Whitworth, Administrative Assistant, Membership Administration
ROB National Mobilization
Chantal Wilson, Member Information Advisor
Louise Casselman, Social Justice Fund Officer
Laura Avalos, Social Justice Fund Advisor

TENTATIVE AGREEMENT
TO SETTLE OUTSTANDING COLLECTIVE BARGAINING ISSUES
WITH THE PUBLIC SERVICE ALLIANCE OF CANADA
AND
THE TREASURY BOARD OF CANADA
IN RESPECT OF THE COMMON ISSUES TABLE NEGOTIATIONS:
EDUCATION AND LIBRARY SCIENCE (EB) GROUP
PROGRAM AND ADMINISTRATIVE SERVICES (PA) GROUP
OPERATIONAL SERVICES (SV) GROUP
TECHNICAL SERVICES (TC) GROUP

The parties hereto agree to enter into a tentative agreement as follows. All references in the present offer refer to the Program and Administrative Services (PA) Group :

1. Increases to the rates of pay, as specified at **Annex A**.
2. Duration – four (4) year agreement, expiring on the dates specified at **Annex B**.
3. Amendments to the following provisions, as specified at **Annex C**:
 - Article 7 - National Joint Council Agreements
 - Article 23 – Job Security
 - NEW Article – Leave for Indigenous Traditional Practices
 - Appendix C – Memorandum of Understanding with Respect to a Joint Learning Program
 - Appendix D – Workforce Adjustment
 - Appendix F – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Implementation of the Collective Agreement.
4. All substantive items agreed to and signed during the course of negotiations as identified under **Annex D** form part of the EB, PA, SV and TC tentative settlements:
 - Article 10 – Information
 - Article 12 – Use of Employer Facilities
 - Article 14 – Leave With or Without Pay for Alliance Business
 - Article 19 – No discrimination
 - Article 20 – Sexual Harassment

- Article 24 - Technological Changes
 - Article 33 – Leave, General
 - Article 34 – Vacation Leave with Pay
 - Appendix D – Workforce Adjustment
 - Appendix M – Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada with Respect to Mental Health in the Workplace
 - NEW Appendix - Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Gender-Inclusive Language
 - NEW Appendix - Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to a Joint Review on Employment Equity, Diversity and Inclusion Training and Informal Conflict Management Systems
 - NEW Appendix - Memorandum of Understanding (MOU) Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Maternity and Parental Leave Without Pay
 - NEW Appendix - Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Pay Simplification Solutions.
5. The following administrative items agreed to and signed during the course of negotiations as identified below form part of the EB, PA, SV and TC tentative settlements:
- Article 2 – Interpretations and Definitions (common-law)
 - Appendix D – Workforce Adjustment
 - Appendix N – Memorandum of Understanding Between the Treasury Board and the Public Service Alliance with Respect to Child Care (delete)
6. In regards to the National Joint Council’s Bilingual Bonus Directive :
- 6.1 The Employer commits to not propose the elimination or the reduction of the existing bilingualism bonus set forth in the current National Joint Council (NJC) Bilingual Bonus Directive during the life of this collective agreement.
- 6.2 The Employer further commits to recommending the inclusion of the NJC Bilingualism Bonus Directive in the 2023-2024 cyclical review.
7. Unless otherwise agreed between the parties during negotiations at the Common Issues table or at the individual tables (EB, PA, SV and TC), existing provisions and appendices in the EB, PA, SV and TC collective agreements are renewed.
8. Notwithstanding paragraph 7 and unless otherwise agreed between the parties during negotiations at the Common Issues table or at the individual tables (EB, PA, SV and TC), the provisions of the collective agreements or the appendices that are expired or are set to

expire upon the signing of the new collective agreements (EB, PA, SV and TC) shall not be renewed.

9. The parties agree that the amendments presented in this comprehensive offer are incorporated into the EB, PA, SV and TC tentative settlements.
10. The Employer and the Public Service Alliance of Canada agree to withdraw all other outstanding items on which agreement has not been reached at the Common Issues table. It is also agreed that items previously discussed at the Common Issues table will not be subject to further discussions at the EB, PA, SV and TC individual tables.
11. The Public Service Alliance of Canada agrees to unanimously recommend the ratification of common issues items included in the EB, PA, SV and TC tentative agreements to its members and the Employer agrees to unanimously recommend the ratification of the tentative agreements to its principals.
12. Tentative agreements are subject to approval by the Treasury Board of Canada.

ANNEX A
RATES OF PAY

Rates of Pay (General Economic Increases) :

| | |
|------------------------------------|----------------|
| Year 1 – Increase to rates of pay: | 1.50% |
| Year 2 – Increase to rates of pay: | 3.50% |
| Year 2 – Wage adjustment: | 1.25% |
| Year 3 – Increase to rates of pay: | 3.00% * |
| Year 4 – Increase to rates of pay: | 2.00% |
| Year 4 – Wage adjustment: | 0.25% |

* Year 3 also includes a wage adjustment of a minimum of 0.5% for all bargaining units. See page 47 for details.

One-time allowance Related to the Performance of Regular Duties:

- **The Employer will provide a one-time lump-sum payment of two thousand five hundred dollars (\$2,500) to incumbents of positions within the EB, PA, SV and TC groups on the date of signing of the collective agreement.**
- **This one-time allowance will be paid to incumbents of positions within the EB, PA, SV and TC groups for the performance of regular duties and responsibilities associated with their position.**
- **Payment will be issued according to implementation timelines as per Appendix F - Memorandum of Understanding with Respect to Implementation of the Collective Agreement*.**

*Note: The references for each collective agreement will be adjusted appropriately:

EB: Appendix K
SV: Appendix L
TC: Appendix S

Effective date of each agreement:

- EB: July 1, 2021
- PA: June 21, 2021
- TC: June 22, 2021
- SV: August 5, 2021

ANNEX B
DURATION

EB:

63.01 This agreement shall expire on June 30, **2025** ~~2021~~.

PA:

68.01 This agreement shall expire on June 20, **2025** ~~2021~~.

TC:

68.01 This agreement shall expire on June 21, **2025** ~~2021~~.

SV:

70.01 This agreement shall expire on August 4, **2025** ~~2021~~.

ANNEX C
AMENDMENTS TO PROVISIONS OF THE
EDUCATION AND LIBRARY SCIENCE (EB) GROUP
PROGRAM AND ADMINISTRATIVE SERVICES (PA) GROUP
OPERATIONAL SERVICES (SV) GROUP
TECHNICAL SERVICES (TC) GROUP
COLLECTIVE AGREEMENTS

ARTICLE 7
NATIONAL JOINT COUNCIL AGREEMENTS

7.03

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

Bilingualism Bonus Directive
Commuting Assistance Directive
First Aid to the General Public: Allowance for Employees
Foreign Service Directives
Isolated Posts and Government Housing Directive
~~*Motor Vehicle Operations Directive*~~
NJC Relocation Directive
Occupational Health and Safety Directive
~~*Pesticides Directive*~~
Public Service Health Care Plan Directive
Travel Directive
Uniforms Directive
~~*Occupational Safety and Health*~~
~~*Occupational Safety and Health Directive*~~
~~*Committees and Representatives Directive*~~
~~*Motor Vehicle Operations Directive*~~
~~*Pesticides Directive*~~
~~*Refusal to Work Directive*~~

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

EB: Clause 36.03**SV: Clause 7.03****TC: Clause 7.03**

**ARTICLE 23
JOB SECURITY**

NEW

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

EB: clause 53.02

SV: clause 23.02

TC: clause 23.02

NEW

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

EB: clause 53.03

SV: clause 23.03

TC: clause 23.03

NEW ARTICLE
LEAVE FOR TRADITIONAL INDIGENOUS PRACTICES

XX.01 Subject to operational requirements as determined by the Employer, fifteen (15) hours of leave with pay and twenty-two decimal five (22.5) hours of leave without pay per fiscal year shall be granted to an employee who self-declares as an Indigenous person and who requests leave to engage in traditional Indigenous practices, including land-based activities such as hunting, fishing, and harvesting.

For the purposes of this article, an Indigenous person means First Nations, Inuit or Métis.

XX.02 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.

XX.03 An employee who intends to request leave under this article must give notice to the Employer as far in advance as possible before the requested period of leave.

XX.04 Leave under this article may be taken in one or more periods. Each period of leave shall not be less than seven decimal five (7.5)* hours.

***Note: The number of hours for each collective agreement will be adjusted appropriately.**

APPENDIX C**MEMORANDUM OF UNDERSTANDING WITH RESPECT TO A JOINT LEARNING PROGRAM**

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

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

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

Starting on the first day of the month following the date of signature of this agreement and for a two-year period, the Employer further agrees to provide fifty thousand three hundred and twenty-five dollars (\$50,325) per month (for a total of \$1.2M) to fund a time-limited project to provide training tailored to the learning needs of occupational health and safety committees and representatives. For clarity, this temporary provision expires upon completion of the noted two-year period.

~~The Employer further agrees to provide six hundred and fifty thousand dollars (\$650,000) to fund a pilot project to develop programs, materials, facilitator training and delivery of workshops tailored to the learning needs of occupational health and safety committees and representatives.~~

The PSAC – TBS JLP will continue to be governed by the existing joint PSAC – TBS Steering Committee. The Bargaining Agent Side Secretary on the National Joint Council will be invited to attend the meetings of the PSAC – JLP Steering Committee with voice but no vote.

EB: Appendix H

SV: Appendix J

TC: Appendix H

APPENDIX D
WORKFORCE ADJUSTMENT

6.4.6 All opting employees will be entitled to up to one thousand **two hundred** dollars (~~\$1,000~~ **1,200**) towards counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial and job placement counselling services.

EB : Appendix B

SV : Appendix I

TC : Appendix T

APPENDIX F

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

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

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

3. Employee recourse
 - a) Employees in the bargaining unit for whom this collective agreement is not fully implemented within one hundred and eighty (180) days after signature of this collective agreement will be entitled to a lump sum of two hundred dollars (\$200) non-pensionable amount when the outstanding amount owed after one hundred and eighty-one (181) days is greater than five hundred dollars (\$500). This amount will be included in their final retroactive payment.
 - b) Employees will be provided a detailed breakdown of the retroactive payments received and may request that the compensation services of their department

or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the Alliance regarding the format of the detailed breakdown.

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

EB: Appendix K

SV: Appendix L

TC: Appendix S

ANNEX D
AMENDMENTS TO PROVISIONS OF THE
EDUCATION AND LIBRARY SCIENCE (EB) GROUP
PROGRAM AND ADMINISTRATIVE SERVICES (PA) GROUP
OPERATIONAL SERVICES (SV) GROUP
TECHNICAL SERVICES (TC) GROUP
COLLECTIVE AGREEMENTS
AGREED TO AND SIGNED OFF BY THE PARTIES

ARTICLE 10
INFORMATION

10.02 ~~The Employer agrees to supply each employee with a copy of this Agreement and will endeavour to do so within one (1) month after receipt from the printer.~~ **Employees of the bargaining unit will be given electronic access to the collective agreement. Where access to the agreement is deemed unavailable or impractical by an employee, the employee will be supplied with a printed copy of the agreement upon request once during the life of the current collective agreement.**

EB: Clause 11.02

SV: Clause 10.02

TC: Clause 10.02

ARTICLE 12
USE OF EMPLOYER FACILITIES

12.03 A duly accredited representative of the Alliance may be permitted access to the Employer's premises, including vessels, to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Employer. Such permission shall not be unreasonably withheld. **A representative appointed by the Alliance may be permitted access to employer premises on stated Alliance business. It is agreed that these visits will not disrupt the Employer's operations.** 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.

EB: Clause 9.03

SV: Clause 12.03

TC: Clause 12.03

ARTICLE 14
LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

Board of Directors meetings, Executive Board meetings, ~~and~~ conventions, conferences and committee meetings

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

- a. meetings of the Board of Directors of the Alliance,
- b. meetings of the National Executive of the components,
- c. Executive Board meetings of the Alliance, ~~and~~
- d. Conventions, **and conferences** of the Alliance, the components, the Canadian Labour Congress and the territorial and provincial Federations of Labour, **and**
- e. **Alliance recognized committee meetings of the Alliance, the components, the Canadian Labour Congress and the territorial and provincial Federations of Labour.**

EB: Clause 14.12

SV: Clause 14.12

TC: Clause 14.12

ARTICLE 19
NO DISCRIMINATION

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

EB: Clause 16.01

SV: Clause 19.01

TC: Clause 19.01

19.04 ~~Upon request by the complainant(s) and/or respondent(s),~~ **The Employer shall provide the complainant(s) and/or respondent(s) with** an official copy of the investigation report ~~shall be provided to them by the Employer~~, subject to the Access to Information Act and Privacy Act.

EB: Clause 16.04

SV: Clause 19.04

TC: Clause 19.04

**ARTICLE 20
SEXUAL HARASSMENT**

20.04 ~~Upon request by the complainant(s) and/or respondent(s),~~ **The Employer shall provide the complainant(s) and/or respondent(s) with** an official copy of the investigation report ~~shall be provided to them by the Employer,~~ subject to the Access to Information Act and Privacy Act.

EB: Clause 17.04

SV: Clause 20.04

TC: Clause 20.04

ARTICLE 24
TECHNOLOGICAL CHANGES

24.02 In this article, “technological change” means:

- a. the introduction by the Employer of equipment ~~or~~ material, **system or software** of a different nature than that previously utilized, and
- b. a **significant** change in the Employer’s operation directly related to the introduction of that equipment ~~or~~ material, **system or software**.

EB: Clause 50.02

SV: Clause 24.02

TC: Clause 24.02

ARTICLE 33
LEAVE, GENERAL

33.09 An employee shall not earn **or be granted** leave credits under this agreement in any month **nor in any fiscal year** for which leave has already been credited **or granted** to him or her under the terms of any other collective agreement ~~to which the Employer is a party~~ or under other rules or regulations ~~of the Employer~~ **applicable to organizations within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*.**

EB: Clause 18.08

SV: Clause 36.08

TC: Clause 37.09

ARTICLE 34
VACATION LEAVE WITH PAY

34.03

- a.
- i. For the purpose of clause 34.02 **and 34.18** only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave.
 - ii. For the purpose of clause 34.03(a)(i) only, effective April 1, 2012, on a go-forward basis, any former service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force while on class B or C service, shall also be included in the calculation of vacation leave credits.

(...)

34.18

- a. An employee shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 34.03. **For clarity, employees shall be credited the leave described in 34.18(a) only once in their total period of employment in the public service.**

Note: The references for each collective agreement will be adjusted appropriately:

EB: 20.03 a. For the purpose of clauses 20.02 **and 20.17** only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave.

PA: 34.03 a. i. For the purpose of clauses 34.02 **and 34.18** only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave.

SV: 37.03 a. i. For the purpose of clauses 37.02, ~~and~~ 37.02.1 **and 37.02.2** only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave.

TC: 38.02 h. For the purpose of this clause **and 38.15** only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave.

EB: Paragraph 20.03(a)

SV: Paragraph 37.03(a)(i)

TC: Paragraph 38.02(h)

APPENDIX D WORKFORCE ADJUSTMENT

General

Application

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

Definitions

Education allowance (indemnité d'études)

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

References

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

- ~~Canada Labour Code, Part I~~
- *Financial Administration Act*
- ~~Pay Rate Selection (Treasury Board Homepage, Organization, Human Resource Management, Compensation and Pay Administration).~~
- *Values and Ethics Code for the Public Service* Chapter 3: Post-Employment Measures.
- ~~Employer regulation on promotion~~
- ~~Policy on Termination of Employment in Alternative Delivery Situations (Treasury Board Manual, Human Resources volume, Chapter 1-13)~~
- *Public Service Employment Act*
- *Public Service Employment Regulations*
- *Federal Public Sector Labour Relations Act*
- *Public Service Superannuation Act*
- *NJC Integrated Relocation Directive*
- *Travel Directive*

Enquiries

(...)

Enquiries by employees pertaining to a ~~priority in appointment~~ **priority entitlement** or to their status in relation to ~~the a priority entitlement~~ **priority appointment** process should be directed

to their departmental or organizational human resource advisors or to the Priority Advisor of the PSC responsible for their case.

Part I: roles and responsibilities

1.1 Departments or organizations

The parties recognize that outstanding proposals under clause 1.1 Departments and Organizations may impact the numbering of this clause. The parties agree that renumbering of this clause will be confirmed upon reaching agreement on outstanding items.

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

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

- a. the workforce adjustment situation and its effect on that individual;
- b. the workforce adjustment Appendix;
- c. the PSC's Priority Information Management System and how it works from the employee's perspective;
- d. preparation of a curriculum vitae or resumé;
- e. the employee's rights and obligations;
- f. the employee's current situation (for example, pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
- g. alternatives that might be available to the employee (the alternation process, appointment, relocation, retraining, lower-level employment, term employment, retirement including the possibility of waiver of penalty if entitled to an annual allowance, transition support measure, education allowance, pay in lieu of unfulfilled surplus period, resignation, accelerated lay-off);
- h. the likelihood that the employee will be successfully appointed;
- i. the meaning of a guarantee of a reasonable job offer, a twelve (12) month surplus priority period in which to secure a reasonable job offer, a transition support measure and an education allowance;

- j. advise employees to seek out proposed alternations and submit requests for approval as soon as possible after being informed they will not be receiving a guarantee of a reasonable job offer;
- k. the Human Resources Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);
- l. preparation for interviews with prospective employers;
- m. feedback when an employee is not offered a position for which he or she was referred;
- n. repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;
- o. advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity; ~~and~~
- p. advising employee of the right to be represented by the Alliance in the application of this appendix; ~~and~~
- q. **the Employee Assistance Program (EAP).**

Part II: official notification

2.1 Department or organization

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

Part III: relocation of a work unit

3.1 General

3.1.4 Although departments or organizations will endeavour to respect employee location preferences, **in exceptional circumstances and in consultation with TBS, the deputy head may consider,** ~~nothing precludes the department or organization from~~ offering a relocated position to an employee in receipt of a guarantee of a reasonable job offer ~~from his or her deputy head,~~ after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area.

Part IV: retraining

4.2 Surplus employees

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

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

4.3 Laid-off persons

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

- a. retraining is needed to facilitate the appointment of the individual to a specific vacant position;
 - b. the individual meets the minimum requirements set out in the relevant selection standard for appointment to the group concerned;
 - c. there are no other available persons with priority who qualify for the position;
- and
- d. the appointing department or organization cannot justify, **in writing**, a decision not to retrain the individual.

Part V: salary protection

5.1 Lower-level position

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

Part VI: options for employees

6.2 Voluntary **departure** programs

6.4 Options

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

Part VII: special provisions regarding alternative delivery initiatives

7.2 General

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

a. Type 1, full continuity

Type 1 arrangements meet all of the following criteria:

- i. legislated successor rights apply; specific conditions for successor rights applications will be determined by the labour legislation governing the new employer;
- ii. the *Public Service Directive on Terms and Conditions of Employment Regulations*, the terms of the collective agreement referred to therein and/or the applicable compensation plan will continue to apply to unrepresented and excluded employees until modified by the new employer or by the FPSLREB pursuant to a successor rights application;
- iii. recognition of continuous employment, as defined in the *Public Service Directive on Terms and Conditions of Employment Regulations*, for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights; iv. pension arrangements according to the Statement of Pension Principles set out in Annex A or, in cases where the test of reasonableness set out in that Statement is not met, payment of a lump-sum to employees pursuant to 7.7.3;
- iv. pension arrangements according to the Statement of Pension Principles set out in Annex A or, in cases where the test of reasonableness set out in that Statement is not met, payment of a lump-sum to employees pursuant to 7.7.3;
- v. transitional employment guarantee: a two (2)-year minimum employment guarantee with the new employer;

vi. coverage in each of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;

vii. short-term disability bridging: recognition of the employee's earned but unused sick leave credits up to the maximum of the new employer's LTDI waiting period.

Annex A: statement of pension principles

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

2. Benefits in respect of service accrued to the point of transfer are to be fully protected.

3. His Her Majesty in right of Canada will seek portability arrangements between the Public Service Superannuation Plan and the pension plan of the new employer where a portability arrangement does not yet exist. Furthermore, His Her Majesty in right of Canada will seek authority to permit employees the option of counting their service with the new employer for vesting and benefit thresholds under the PSSA.

EB: Appendix B

SV: Appendix I

TC: Appendix T

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

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

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

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

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

~~As the terms of the memorandum of understanding have been met, the parties agree to establish a renewed governance structure to support the Centre for Expertise on Mental Health that will include an Executive Board and an Advisory Board. To support the Centre of Expertise on Mental Health, the parties agree to establish a renewed governance structure that includes an Advisory Board.~~

~~The Executive Board will consist of the Chief Human Resource Officer of Canada and the President of the Alliance. The Advisory Board will be comprised of an equal number of Union and Employer representatives. Each party will be responsible for determining their respective Advisory Board representatives. The number and the identity of their respective Advisory Board representative. The Advisory Board will establish terms of reference which may be amended by mutual consent.~~

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

This memorandum of understanding expires on ~~June 20, 2021~~ **the expiry date of this collective agreement.**

EB: Appendix O

SV: Appendix P

TC: Appendix HH

NEW APPENDIX**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT GENDER-INCLUSIVE LANGUAGE**

This memorandum of understanding (MOU) is to give effect to the agreement reached between the Treasury Board of Canada (the Employer) and the Public Service Alliance of Canada (the Alliance) regarding the review of language in the EB, PA, SV and TC collective agreements.

The parties commit to establishing a Joint Committee to review the collective agreements to render the language more gender-inclusive in both official languages. The parties agree that any changes in language will not result in changes in application, scope or value.

To support this review and for purposes of consistency in the federal public service, the Employer will share with the Alliance tools and an approach previously developed to integrate gender-inclusive language into collective agreements.

The Joint Committee will be comprised of an equal number of representatives from the Employer and the Alliance. The Joint Committee will meet within ninety (90) days of the signing of the collective agreement and will endeavour to finalize the review and report to their principals by June 20, 2024. This timeline may be extended by mutual agreement.

This Memorandum of Understanding expires on the expiry date of this collective agreement.

NEW APPENDIX**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO A JOINT REVIEW ON EMPLOYMENT EQUITY, DIVERSITY AND INCLUSION TRAINING AND INFORMATION CONFLICT MANAGEMENT SYSTEMS**

This memorandum of understanding is to give effect to the agreement reached between the Treasury Board of Canada (the Employer) and the Public Service Alliance of Canada (the Alliance).

The parties recognize the importance of a public service culture that fosters employment equity, diversity and inclusion (EEDI); one where all public service employees have a sense of belonging, and where difference is embraced as a source of strength.

The parties also recognize the importance of an inclusive informal conflict resolution experience where employees feel supported, heard and respected.

To that end, the parties commit to establish a Joint Committee to be co-chaired by the Employer and the Alliance who will guide the work of the Committee. The Committee will be comprised of an equal number of representatives of the Employer and the Alliance. Both parties will endeavour to ensure that the membership of the Committee reflects the diversity of the workforce.

The Committee shall meet within thirty (30) days of the ratification of the tentative agreement to establish the terms of reference and establish the frequency of meetings. Subject to the Co-Chairs' pre-approval, subject-matter experts (SME) may be resourced by the Employer and invited to contribute to the discussions, as required. They may also consider inviting representatives from the Joint Employment Equity Committee (JEEC) of the NJC to contribute to its work.

1. The Committee will review existing training courses related to EEDI which are currently available to employees in the Core Public Administration (CPA) in order to:
 - a. Create an inventory of existing training courses;
 - b. Identify potential training gaps in the inventory of existing training courses and possible options to address them;
2. To ensure employees are fully aware of training opportunities available to them during their normal hours of work, the Committee will make recommendations on options to promote available EEDI training courses to employees.
3. Recognizing that the informal conflict management approach is a pillar of workplace harassment and violence prevention, the Committee will review existing informal conflict management systems (ICMS) currently available to employees of the CPA to:
 - a. identify the specific needs for ICMS in departments or organizations;

- b. draw from existing research and best practices with regards to ICMS that take into consideration EEDI to make recommendations on measures to improve upon ICMS in the CPA.**

The parties will endeavor to finalize the review and present the work of the Committee to their principals within one (1) year. This timeline may be extended by mutual agreement.

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

NEW APPENDIX
MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TREASURY BOARD OF CANADA
AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO MATERNITY AND
PARENTAL LEAVE WITHOUT PAY

This memorandum of understanding (MOU) is to give effect to the agreement reached between the Treasury Board of Canada (the Employer) and the Public Service Alliance of Canada (the Alliance) regarding the review of language under the maternity leave without pay and parental leave without pay articles in the EB, PA, SV and TC collective agreements.

The parties commit to establishing a Joint Committee to review the maternity leave without pay and parental leave without pay provisions to identify opportunities to simplify the language. The parties agree that the opportunities identified will not result in changes in application, scope or value.

The Joint Committee will also compare the interactions between the collective agreements and the Employment Insurance Program and Québec Parental Insurance Plan.

The Joint Committee will be comprised of an equal number of representatives from the Employer and the Alliance. The Joint Committee will meet within ninety (90) days of the signing of the collective agreement and will endeavour to finalize the review and present the work of the Joint Committee to their principals within one (1) year from the signing of this collective agreement. This timeline may be extended by mutual agreement.

This MOU expires on the expiry date of this collective agreement.

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

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

Given the parties' shared commitment to these ongoing efforts, they may, by mutual consent, avail themselves of article 67* should a revision be necessary to support one (1) or more solutions.

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

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

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

*Note: The references for each collective agreement will be adjusted appropriately.

EB: article 56

SV: article 69

TC: article 67

**LETTER OF AGREEMENT
SENIORITY**

The parties agree to sign a Letter of Agreement with Respect to Seniority in the context of Workforce Adjustment Situations that will not form part of the collective agreement.

Letter of Agreement Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Seniority in the context of Workforce Adjustment Situations

1. The parties agree to submit to the Public Service Commission of Canada the following proposal: reasonable job offers may be made in order of seniority, subject to the Employer's obligations under the Employment Equity Act and the application of Merit.
2. The Employer agrees to recommend to the Public Service Commission of Canada that it considers and studies the possibility of including seniority as per the above proposal in the *Public Service Employment Regulations*, in workforce adjustment situations where reasonable job offers can be made to some but not all surplus employees in a given work location.
3. The Public Service Alliance of Canada agrees to make representations to the Public Service Commission of Canada for the inclusion of seniority as per the above proposal in the *Public Service Employment Regulations* in workforce adjustment situations where reasonable job offers can be made to some but not all surplus employees in a given work location.

This Letter of Agreement expires on June 21, 2025.

NEW - LETTER OF AGREEMENT

TELEWORK

The parties agree to sign a Letter of Agreement with Respect to Telework that will not form part of the collective agreement.

Letter of Agreement Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Telework

In keeping with the Employer's Directive on Telework, this letter of agreement confirms the parties' shared understanding on Telework: work performed by an employee from an alternate location other than a Government of Canada designated worksite.

The parties acknowledge that:

1. Telework arrangements can be initiated by the employee, are voluntary and require the mutual agreement of the employee and the Deputy Head or the authorized representative within each department or organization.
2. Telework arrangements are subject to regular review (at least annually) and may be terminated by either party at any time with reasonable notice.
3. Telework is not a right or an entitlement of the employee unless agreed upon in connection with the duty to accommodate.
4. Rights, obligations and responsibilities of the parties will be agreed upon in advance of any telework arrangement coming into effect. Any arrangement may be modified with the mutual agreement of the employee and the Employer representative.
5. Employee telework requests will be considered on a case-by-case basis and in consideration of operational requirements and other relevant factors. If a request is denied, the employee will be provided with reasons in writing for the denial.

Departmental or Organizational Panel on Telework

The Letter of Agreement provides for the creation of a departmental or organizational panel to address the employee's dissatisfaction with a decision resulting from the application of the Employer's *Directive on Telework* and *Direction on prescribed presence in the workplace*, which may be amended from time to time.

The parties recognize:

- That this letter of agreement does not negate any grievance rights as outlined in the *Federal Public Sector Labour Relations Act* and relevant regulations.
- The importance of a consistent application of the Employer's *Directive on Telework* which accounts for departmental realities and operations.
- The creation of such a panel to address matters related to telework support informal discussions and satisfactory resolution of such matters.

Based on the above recognition, the parties agree that:

- Departments or organizations and the Public Service Alliance of Canada will develop terms of reference for the creation of a panel to address dissatisfaction with a decision resulting from the application of the Employer's *Directive on Telework* and *Direction on prescribed presence in the workplace*.
- These terms of reference will incorporate the following principles:
 - The creation of a departmental or organizational panel with equal representation from the Employer and the Public Service Alliance of Canada that will review decisions resulting from the application of the Directive on Telework.
 - If no settlement has been reached prior to the final step of the grievance procedure prescribed in the collective agreement, the employee may refer the grievance to the panel established for this purpose, at which point the grievance will be held in abeyance pending the completion of the review by the panel.
 - The panel will review the submissions presented by the parties and submit a recommendation to the Deputy Head or its delegate for decision making as part of the final level in the grievance procedure.
 - This process will proceed on a trial basis for the duration of this letter of agreement.

Joint Consultation Forum on the Employer's Directive on Telework

The Employer also commits to establishing a Joint Consultation Committee for the review of the Employer's Directive on Telework.

The Joint Consultation Committee will:

- Be co-chaired by the Employer and the Public Service Alliance of Canada who will guide the work of the Joint Committee.
- Be comprised of an equal number of representatives of the Employer and the Public Service Alliance of Canada.
- Subject to the co-chairs' pre-approval, subject-matter experts (SME) may be resourced by the Employer and invited to contribute to the discussions, as required.
- Will meet within ninety (90) days of the signing of the collective agreement and will endeavour to complete this consultation process within one (1) year from the initial Committee meeting.

Information

In addition to the above, the Employer, subject to the *Access to Information Act and Privacy Act*, will endeavour to share information and consult regularly with the Public Service Alliance

PSAC Common Issues Table
Table enjeux communs AFPC

of Canada on opportunities and challenges related to telework including data collected related to the above departmental or organizational panel on telework, where available.

This letter of agreement expires on June 20, 2025.

**TENTATIVE AGREEMENT TO SETTLE OUTSTANDING
COLLECTIVE BARGAINING ISSUES
WITH THE
PUBLIC SERVICE ALLIANCE OF CANADA
AND
THE TREASURY BOARD OF CANADA
IN RESPECT OF THE
PROGRAM AND ADMINISTRATIVE SERVICES (PA) GROUP NEGOTIATIONS**

The parties hereto agree to enter into a tentative agreement as follows:

1. All items listed below, which are included in the Common Issues table tentative agreement (signed April 30, 2023), that apply to the PA group, form part of this agreement:
 - Article 2 – Interpretations and Definitions (common-law)
 - Article 7 - National Joint Council Agreements
 - Article 10 – Information
 - Article 12 – Use of Employer Facilities
 - Article 14 – Leave With or Without Pay for Alliance Business
 - Article 19 – No discrimination
 - Article 20 – Sexual Harassment
 - Article 23 – Job Security
 - Article 24 - Technological Changes
 - Article 33 – Leave, General
 - Article 34 – Vacation Leave with Pay
 - NEW Article – Leave for Indigenous Traditional Practices
 - Appendix C – Memorandum of Understanding with Respect to a Joint Learning Program
 - Appendix D – Workforce Adjustment
 - Appendix F – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Implementation of the Collective Agreement
 - Appendix M – Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada with Respect to Mental Health in the Workplace
 - Appendix N – Memorandum of Understanding Between the Treasury Board and the Public Service Alliance with Respect to Child Care (delete)

- NEW Appendix - Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Gender-Inclusive Language
 - NEW Appendix - Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to a Joint Review on Employment Equity, Diversity and Inclusion Training and Informal Conflict Management Systems
 - NEW Appendix - Memorandum of Understanding (MOU) Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Maternity and Parental Leave Without Pay
 - NEW Appendix - Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Pay Simplification Solutions
2. Increases to the rates of pay and duration of the collective agreement, as specified at **Annex A**.
3. Amendments to the following provisions, as identified at **Annex B**:
- Article 25 – Hours of Work
 - Article 27 – Shift and Weekend Premiums
 - Article 28 – Overtime
 - Article 35 – Sick Leave with Pay
 - Article 44 – Leave with Pay for Family-Related Responsibilities
 - Article 47 – Bereavement Leave with Pay
 - Article 61 – Correctional Service Specific Duty Allowance
 - Appendix G – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Occupational Group Structure Review and Classification Reform
 - Appendix J – Memorandum of Understanding Between the Treasury Board (hereinafter called the Employer) and the Public Service Alliance of Canada (hereinafter called the Alliance) in Respect of the Program and Administrative Services Group: Compensation Advisors Retention Allowance
 - Appendix O – Memorandum of Understanding between the Treasury Board of Canada and the Public Service Alliance of Canada with respect of Employees in the Programme Administration (PM) Group Working as Fishery Officers
 - Appendix Q – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Welfare Programmes (WP) Group Working as Parole Officers and Parole Officer Supervisors
 - Appendix R – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to a Joint Study on Support Mechanisms for Employees

4. All substantive items agreed to and signed during the course of the PA group negotiations as identified under **Annex C** form part of this agreement:
 - Article 30 – Designated Paid Holidays
 - Article 43 – Volunteer Leave
 - Article 53 – Leave with or without pay for other reasons (53.02 Personal Leave)
 - Article 64 – Part-Time Employees

5. The following administrative items agreed to and signed during the course of the PA group negotiations as identified below form part of this agreement:
 - Various articles – Replace references to “lunch period”, “meal period” and “meal break” with references to “unpaid meal break”
 - Article 2 – Interpretations and Definitions (family – English version only)
 - Clause 28.05 – Overtime (additional provision – WP)
 - Clause 33.01 – Leave, General (correct a reference to bereavement leave with pay article)
 - Article 61 – Correctional Service Specific Duty Allowance
 - Appendix E – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to a Joint Study on the Work Environment for Employees Working in Call Centres (delete)
 - Appendix H – Memorandum of Understanding Salary Protection: Red Circling
 - Appendix I – Letter of Understanding Between the Treasury Board and the Public Service Alliance of Canada With respect to the transformation of pay administration initiative (delete)
 - Appendix P – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with respect to Indigenous Languages (delete)

6. Within 90 days after the signing of the collective agreement, the Employer commits to recirculate the recommendations issued further to the Joint Study on the Work Environment for Employees Working in Call Centres to departments and agencies in the core public administration, as well as to separate agencies. The Employer will encourage those organizations with Call Centres and/or Contact Centres to continue to consider the integration of the Joint Committee’s recommendations, as appropriate to their specific operational context and in consultation with the Public Service Alliance of Canada. The Employer will also encourage departments and agencies in the core public administration, as well as separate agencies to share the study and recommendations with Joint Occupational Health and Safety Committees that represent Call Centre and/or Contact Centres employees.

7. Unless otherwise expressly stipulated, the parties agree that changes to the PA collective agreement will not result in any retroactive payment or adjustment. They will form part of the implementation, on a prospective basis, of the new collective agreement once signed. For greater certainty, changes related to pay administration will

become effective as per the collective agreement implementation timelines negotiated at the PSAC Common Issues table.

8. The effective dates for economic increases will be specified in this comprehensive offer. All components of the agreement unrelated to pay administration will come into force on signature of the collective agreement.
9. The Employer and the Public Service Alliance of Canada agree to withdraw all other outstanding items.
10. Unless otherwise agreed between the parties during negotiations, existing provisions and appendices in the collective agreement are renewed.
11. The Public Service Alliance of Canada agrees to unanimously recommend the ratification of this tentative agreement to its members and the Employer agrees to unanimously recommend the ratification of this tentative agreement to its principals.
12. Tentative agreements are subject to approval by the Treasury Board of Canada.

ANNEX A
RATES OF PAY AND DURATION
AS AGREED BY THE PARTIES ON APRIL 30, 2023
AT THE COMMON ISSUES TABLE

Rates of Pay (General Economic Increases)

Please refer to the [Common Issues Table Tentative Agreement signed on April 30, 2023](#).

One-time allowance Related to the Performance of Regular Duties:

Please refer to the [Common Issues Table Tentative Agreement signed on April 30, 2023](#).

Pay Line Adjustment

- [June 21, 2023 – Pay Line Adjustment of 0.5% to be applied to every step of every classification and level in the PA group.](#)
- [The implementation of these adjustments will be made in accordance with the implementation timelines as per Appendix F - Memorandum of Understanding with Respect to Implementation of the Collective Agreement.](#)

ARTICLE 68
DURATION

68.01 This agreement shall expire on June 20, [2025 2021](#).

ANNEX B
AMENDMENTS TO PROVISIONS OF THE
PROGRAM AND ADMINISTRATIVE SERVICES (PA) GROUP
COLLECTIVE AGREEMENT

ARTICLE 25
HOURS OF WORK

25.09 Variable hours

- a. Notwithstanding the provisions of clause 25.06, upon request of an employee and with the concurrence of the Employer, an employee may complete the weekly hours of employment in a period of other than five (5) full days, provided that, over a period of ~~fourteen (14), twenty-one (21) or~~ **up to** twenty-eight (28) calendar days, the employee works an average of thirty-seven decimal five (37.5) hours per week.
- b. In every ~~fourteen (14), twenty-one (21) or~~ **period of up to** twenty-eight (28) days ~~period,~~ the employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.
- c. Employees covered by this clause shall be subject to the variable hours of work provisions established in clauses 25.24 to 25.27.

ARTICLE 27
SHIFT AND WEEKEND PREMIUMS

(...)

27.01 Shift premium

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

27.02 Weekend premium

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

**ARTICLE 28
OVERTIME**

(...)

28.06 Overtime compensation on a day of rest

Subject to paragraph 28.03(a):

- a. An employee who is required to work on a first (1st) day of rest is entitled to compensation at time and one half (1 ½) for the first (1st) seven decimal five (7.5) hours and double (2) time thereafter.
- b. An employee who is required to work on a second (2nd) or subsequent day of rest is entitled to compensation at double (2) time (second or subsequent day of rest means the second (2nd), or subsequent day, in an unbroken series of consecutive and contiguous calendar days of rest).

(...)

28.09 Meals

(...)

- d. Meal allowances under this clause shall not apply:
 - i. to an employee who is in travel status, which entitles the employee to claim expenses for lodging and/or meals-;
 - or
 - ii. to an employee who has obtained authorization to work at the employee's residence.

(...)

**ARTICLE 35
SICK LEAVE WITH PAY**

NEW

35.04 Medical Certificates

When a medical certificate is requested by the Employer, the employee will be reimbursed for the cost of the certificate, to a maximum of thirty-five dollars (\$35.00), upon provision of acceptable proof, for periods of absence of three (3) consecutive days or less.

(Renumber accordingly)

ARTICLE 44
LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

(...)

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

- a. to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- b. to provide for the immediate and temporary care of a sick member of the employee's family and to provide the employee with time to make alternative care arrangements where the illness is of a longer duration;
- c. to provide for the immediate and temporary care of an elderly member of the employee's family;
- d. for needs directly related to the birth or the adoption of the employee's child;
- e. to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
- f. to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
- g. to visit a family member who, due to an incurable terminal illness, is nearing the end of their life;**
- h. ~~g. seven decimal five (7.5)~~ fifteen (15) hours out of the thirty-seven decimal five (37.5) hours stipulated in clause 44.02 above may be used to attend an appointment with a legal or paralegal representative for non-employment-related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.**

ARTICLE 47
BEREAVEMENT LEAVE WITH PAY

47.03 An employee is entitled to one (1) day's bereavement leave with pay for a purpose related to the death of his or her **aunt or uncle**, brother-in-law or sister-in-law and grandparents of spouse.

The parties agree that this change will not result in any retroactive payment or adjustment. It will form part of the implementation, on a prospective basis, of the new collective agreement once signed. For greater certainty, this change will become effective as per the collective agreement implementation timelines indicated in Appendix F.

**ARTICLE 61
CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE**

61.02 The **value of the** CSSDA shall be two thousand **one-hundred and forty** dollars ~~(\$2,000)~~ **(\$2,140)** annually and paid on a biweekly basis in any pay period for which the employee is expected to perform said duties of the specific position in a month.

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

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

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

The parties agree that this change will not result in any retroactive payment or adjustment. It will form part of the implementation, on a prospective basis, of the new collective agreement once signed. For greater certainty, this change will become effective as per the collective agreement implementation timelines indicated in Appendix F.

APPENDIX J

MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD (HEREINAFTER CALLED THE EMPLOYER) AND THE PUBLIC SERVICE ALLIANCE OF CANADA (HEREINAFTER CALLED THE ALLIANCE) IN RESPECT OF THE PROGRAM AND ADMINISTRATIVE SERVICES GROUP: COMPENSATION ADVISORS RETENTION ALLOWANCE

1. In an effort to increase retention of all compensation advisors and employees working in compensation operations at Public Service and Procurement Canada or departments not serviced by the Pay Centre who perform work directly related to compensation operations, including processing transactions, at the CR-05, AS-01, AS-02, AS-03 or AS-04 groups and levels, the Employer will provide a “retention allowance” for the performance of compensation duties in the following amount and subject to the following conditions outlined in this appendix:

Retention allowance

| Annual | Daily |
|---------|---------|
| \$3,500 | \$13.42 |

2. Subject to the conditions outlined in this appendix, the Employer will provide a “retention allowance” in the following amount to employees performing duties as Compensation Advisors at the AS-01, AS-02 and AS-03 group and levels in departments serviced by the Pay Centre:

Retention allowance

| Annual | Daily |
|---------|---------|
| \$3,500 | \$13.42 |

3. The payment of the retention allowance is subject to the following conditions:
 - a. Effective according to the dates determined by subparagraph 2) a) ii) of Appendix F, employees falling into the categories listed above in clauses 1 and 2 shall be eligible to receive an allowance to be paid biweekly;
 - b. The employee shall be paid the applicable daily amount shown in this appendix 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 |
|---------|---------|
| \$3,500 | \$13.42 |

- c. The retention allowance ~~specified above~~ does not form part of an employee's salary;
- d. The retention allowance will be added to the calculation of the weekly rate of pay for the maternity and parental allowances payable under Article 38 and 40 of this collective agreement;
- e. Subject to **paragraph** (f) below, the amount of the retention allowance payable is that amount specified in ~~paragraph 1(b)~~ **either clause 1 or 2** for the level prescribed in the certificate of appointment of the employee's ~~CR-05, AS-01, AS-02, AS-03 or AS-04~~ position. ~~Compensation Advisors at the AS-01, AS-02 and AS-03 levels working in departments serviced by the Pay Centre who were receiving the \$2,500 allowance under the previous collective agreement and who are not entitled to the \$3,500 allowance under the current agreement will continue to receive an annual allowance of \$2,500 (\$9.58 daily);~~
- f. When a compensation advisor or employee as defined in clauses **1 or 2** above is required by the Employer to perform duties of a classification level that does not have a retention allowance, the retention allowance shall not be payable for the period during which the employee performs the duties.
- 4. 2.** A part-time employee receiving the allowance shall be paid the daily amount shown **in either clause 1 or 2** above divided by seven decimal five (7.5), for each hour paid at their hourly rate of pay.
- 5. 3.** An employee shall not be entitled to the allowance for periods he/she is on leave without pay or under suspension.
- 6. 4.** This memorandum of understanding expires with the signing of a new collective agreement.

~~Signed at Ottawa, this 9th day of the month of July 2020.~~

The parties agree that this change will not result in any retroactive payment or adjustment. It will form part of the implementation, on a prospective basis, of the new collective agreement once signed. For greater certainty, this change will become effective as per the collective agreement implementation timelines indicated in Appendix F.

APPENDIX O

MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT OF EMPLOYEES IN THE PROGRAMME ADMINISTRATION (PM) GROUP WORKING AS FISHERY OFFICERS

(...)

2. The parties agree that PM employees shall be eligible to receive the annual allowance in the following amounts and subject to the following conditions:
 - a. Effective according to the dates determined by [subparagraph 2\) a\) ii\) of Appendix F](#), employees falling into the categories listed below shall be eligible to receive an allowance to be paid biweekly;
 - b. The allowance shall be paid in accordance with the following table:

Annual allowance: Programme Administration (PM)

| Positions | Annual allowance |
|-----------|----------------------------|
| PM-05 | \$3,534 \$6,500 |
| PM-06 | \$3,534 \$6,500 |

- c. The allowance specified above does not form part of an employee's salary.

(...)

5. This memorandum of understanding expires on June 20, ~~2021~~ 2025.

The parties agree that this change will not result in any retroactive payment or adjustment. It will form part of the implementation, on a prospective basis, of the new collective agreement once signed. For greater certainty, this change will become effective as per the collective agreement implementation timelines indicated in Appendix F.

APPENDIX Q

MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO WELFARE PROGRAMMES (WP) GROUP WORKING AS PAROLE OFFICERS AND PAROLE OFFICER SUPERVISORS

(...)

2. The parties agree that WP employees shall be eligible to receive the annual allowance in the following amounts and subject to the following conditions:
 - a. Effective according to the dates determined by [subparagraph 2\) a\) ii\) of Appendix F](#), employees falling into the categories listed below shall be eligible to receive an allowance to be paid biweekly;
 - b. The allowance shall be paid in accordance with the following table:

Annual allowance: Welfare Programmes (WP)

| Positions | Annual allowance |
|-----------|-----------------------------------|
| WP-04 | \$2,000 \$3,000 |
| WP-05 | \$2,000 \$3,000 |

- c. The allowance specified above does not form part of an employee's salary.
- (...)

5. This memorandum of understanding expires on June 20, ~~2024~~ **2025**.

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

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

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

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

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

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

- ~~• Public Prosecutions Service of Canada~~
- ~~• Parole Board of Canada~~
- ~~• Royal Canadian Mounted Police~~
- ~~• Veterans Affairs Canada~~
- ~~• Other departments or agencies in the core public administration agreed to by both parties.~~

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

ANNEX C**AMENDMENTS TO PROVISIONS OF THE PROGRAM AND ADMINISTRATIVE SERVICES (PA)
GROUP COLLECTIVE AGREEMENT AGREED TO AND SIGNED BY THE PARTIES****ARTICLE 30****DESIGNATED PAID HOLIDAYS**

(...)

30.02 Subject to clause 30.03, the following days shall be designated paid holidays for employees:

- a. New Year's Day;
- b. Good Friday;
- c. Easter Monday;
- d. the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday;
- e. Canada Day;
- f. Labour Day;
- g. **National Day for Truth and Reconciliation**
- h. ~~g.~~ the day fixed by proclamation of the Governor in Council as a general day of thanksgiving;
- i. ~~h.~~ Remembrance Day;
- j. ~~i.~~ Christmas Day;
- k. ~~j.~~ Boxing Day;
- l. ~~k.~~ one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first (1st) Monday in August;
- m. ~~l.~~ one additional day when proclaimed by an act of Parliament as a national holiday.

(...)

ARTICLE 43
VOLUNTEER LEAVE

In any fiscal year, an employee is entitled to no more than fifteen (15) hours of combined personal and volunteer leave.

Effective on April 1 of the year following the signing of the collective agreement, Article 43 (volunteer leave) is deleted from the collective agreement. For greater certainty, both the former Article 43 and this transitional language will be removed upon signature of the subsequent collective agreement.

43.01 Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours or two (2) periods of up to three decimal seven five (3.75) hours each of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.

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

ARTICLE 53
LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

(...)

In any fiscal year, an employee is entitled to no more than fifteen (15) hours of combined personal and volunteer leave.

53.02 Personal leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours or two (2) periods of up to three decimal seven five (3.75) hours each, of leave with pay for reasons of a personal nature.

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

Effective on April 1 of the year following the signing of the collective agreement, clause 53.02 is deleted from the collective agreement. For greater certainty, the former clause 53.02 and this transitional language will be removed upon signature of the subsequent collective agreement. Effective on April 1 of the year following the signing of the collective agreement, the wording in Article 43 is replaced with the following:

Article 43: Personal leave

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

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

**ARTICLE 64
PART-TIME EMPLOYEES**

(...)

Designated holidays

64.07 A part-time employee shall not be paid for designated holidays but shall instead be paid four ~~and one quarter~~ **decimal six** per cent (~~4 1/4~~ **4.6**%) for all straight-time hours worked.

(...)

The following letter of agreement does not form part of the collective agreement.

LETTER OF AGREEMENT BETWEEN THE CORRECTIONAL SERVICE OF CANADA AND THE UNION OF SAFETY AND JUSTICE EMPLOYEES WITH RESPECT TO A PAROLE OFFICER WORKLOAD REVIEW

During collective bargaining, challenges associated with efforts to establish a workload distribution tool for Parole Officers at Correctional Service of Canada (CSC) was a subject of discussion.

To that end, the Correctional Service of Canada (CSC) and the Union of Safety and Justice Employees (USJE) agree to establish a Joint National Workload Review Committee, which shall meet within 90 days of ratification of the Program and Administrative Services (PA) group tentative agreement to consult and reach agreement on the terms of reference to guide the review.

The committee will be composed of an equal number of CSC and USJE representatives who shall meet and commence a comprehensive Parole Officer workload review.

This Letter of Agreement will expire on June 21, 2025; and may be extended by mutual agreement.

France Gratton, Assistant Commissioner, Correctional Operations and Programs, CSC

David Neufeld, President USJE