

#### **TENTATIVE AGREEMENT**

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

#### **TECHNICAL SERVICES BARGAINING UNIT (TC)**

#### COMPRISING EMPLOYEES IN THE FOLLOWING CLASSIFICATIONS:

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

File: 2121-TC-3

May 1, 2023

TO: ALL MEMBERS OF THE PSAC - TECHNICAL SERVICES BARGAINING UNIT

(TC)

**RE: TENTATIVE AGREEMENT** 

On May 1, 2023, after more than two years of negotiations leading to one of the largest strikes in Canadian history, our TC bargaining team reached a tentative agreement for more than 10,000 workers who deliver critical services to Canadians.

These improvements are 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 our members' working conditions in several ways.

Our bargaining team unanimously recommends ratification of our new agreement.

The duration of this new agreement is June 22, 2021 to June 21, 2025.

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

#### 1. ECONOMIC INCREASES AND ALLOWANCES

The tentative agreement contains significant improvements to monetary compensation for members.

The total compensation for all TC group members amounts to a minimum increase of 12% over the four years of the collective agreement.

This tentative agreement includes general wage increases and allowances paid to specific occupations, including Fishery Officers, Environment and Wildlife Enforcement Officers, members working at Fleet Maintenance Facilities, 202 Work Shop Depot and the Directorate of Quality Assurance, Labour Affairs Officers and Cabin Safety Inspectors at Transport Canada, Search and Rescue Coordinators and other positions at Coast Guard, Airworthiness Auditors at the Directorate of Technical Airworthiness and Engineering Support, Inspectors at Measurement Canada and the Canadian Grain Commission, and certain shore-based positions at the Canadian Coast Guard. Further details are provided below.

Effective	Breakdown of economic increase	Total economic increase
June 21, 2021	• increase to rates of pay: 1.5%	1.50%
June 21, 2022	<ul><li>increase to rates of pay: 3.5%</li><li>wage adjustment: 1.25%</li></ul>	4.75%
June 21, 2023	<ul><li>increase to rates of pay: 3.0%</li><li>pay line adjustment: 0.5%</li></ul>	3.50%
June 21, 2024	<ul><li>increase to rates of pay: 2.00%</li><li>wage adjustment: 0.25%</li></ul>	2.25%

#### **LUMP SUM PAYMENT**

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

## EG COMPARABILITY AT THE CANADIAN FOOD INSPECTION AGENCY: PAY GRID RESTRUCTURE AND INCREASE

As per the Arbitral Award from January 6, 2022, effective 22 June 2022 and before the application of general wage increases, EGs who have been on the maximum of their pay scale for at least 12 months will move up one step that is 1.5% higher than the existing maximum. On 22 June 2023, 1.8% is added to this new step of the EG pay scale, to achieve wage parity with CFIA EGs. This grid adjustment and increase per the arbitration decision are not considered part of this round of negotiations but will be implemented at the same time as this settlement.

#### **ARTICLE 27 – SHIFT PREMIUM**

Shift and Weekend Premiums increase from \$2.00/hour to \$2.25/hour.

#### APPENDIX A-1 TECHNICAL INSPECTION PAY NOTES

Qualified TI-05 to TI-08 level employees at the Department of National Defense who possess the listed qualifications as per Appendix A-1 pay notes are now included in the appendix and will be remunerated as per the applicable rates of pay.

#### APPENDIX A - PI PRIMARY PRODUCTS INSPECTION GROUP

Steps 1 and 2 of the PI-1-CGC level will be deleted, so that the current Step 3 will become the new starting wage.

#### APPENDIX W - SHORE-BASED POSITIONS AT CANADIAN COAST GUARD

The existing monthly allowance will be increased to \$541 for EG-06's, \$415 for EG-07s, \$639 for GT-06s, \$593 for GT-07s, and \$395 for GT-08s. After the signing of this collective agreement, the allowance will expand to include new eligible employees in Fleet Requirements and Support. No one currently receiving this allowance will lose it.

## APPENDIX X - EMPLOYEES AT NORWAY HOUSE AND PERCY E. MOORE HOSPITALS

For Laboratory Technologists and X-Ray Technologists employed at Norway House and Percy E. Moore Hospitals, the annual allowance increases from \$5,000 to \$7,000.

#### APPENDIX Z - FISHERY OFFICERS ALLOWANCE

Fishery Officers covered by this appendix will receive an increase to their existing annual allowance from \$3,534 to \$6,500.

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

Enforcement and Wildlife Officers covered by this appendix will receive an increase to their existing annual allowance from \$3,534 to \$6,500.

#### APPENDIX BB - DND FLEET MAINTENANCE ALLOWANCE

Employees covered by this appendix will receive an increase to their existing annual allowance from \$2,500 to \$2,800. The allowance will be expanded to include TIs at the Directorate of Quality Assurance to whom Appendix A-1 does not apply.

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

The existing annual allowance will increase from \$5,354 to \$5,998.

## APPENDIX DD – ALLOWANCE FOR LABOUR AFFAIRS OFFICERS <u>AND CABIN</u> <u>SAFETY INSPECTORS AT TRANSPORT CANADA</u>

The existing allowance will increase from \$3,779 to \$5,500 and expand to include TI-05, TI-06 and TI-07 level Cabin Safety Inspectors at Transport Canada.

## APPENDIX EE - ALLOWANCE FOR TIS AT MEASUREMENT CANADA AND THE CANADIAN GRAIN COMMISSION

The existing allowance for Technical Inspectors at Measurement Canada and the Canadian Grain Commission will increase from \$3,534 to \$5,500.

# NEW APPENDIX - ALLOWANCE FOR AIRWORTHINESS AUDITORS AT THE DIRECTORATE OF TECHNICAL AIRWORTHINESS AND ENGINEERING SUPPORT (DTAES)

New annual allowance of \$3,960 for EG-06 and EG-07 level Airworthiness Auditors under the Aeronautics Act working at the DTAES.

#### ARTICLE 60 - CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE (CSSDA)

The CSSDA increases from \$2,000/year to \$2,140/year.

#### APPENDIX S - 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 AND WFA

#### **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 T - 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.

#### **NEW LOA - SENIORITY**

Joint proposal to the Public Service Commission of Canada to ensure that reasonable job offers are made in order of seniority subject to the Employment Equity Act and the application of merit, and to include this concept in workforce adjustment situations.

#### 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 representatives 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 CHANGES**

Addition of the terms "system or software" in the definition of technological change.

#### **ARTICLE 25 – HOURS OF WORK**

Employees at the Department of Fisheries and Oceans and engaged in Scientific Research and Monitoring who remain captive due to unforeseen or unplanned events will now be compensated for their time whether on a regularly scheduled day of work or day of rest.

#### **ARTICLE 28 – OVERTIME**

Overtime meal allowance will not apply when working from home.

#### **ARTICLE 32 & 63 – DESIGNATED PAID HOLIDAYS**

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

Corresponding changes to Article 63 Part-time employees: Designated Paid Holiday allowance for part-time workers increases from 4.25% to 4.6%.

#### **ARTICLE 39 - 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 47 – 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 of the cap to 15 hours to attend an appointment with a legal or paralegal representative or with a financial or other professional representative or with a financial or other professional.

#### ARTICLE 51 - BEREAVEMENT LEAVE WITH PAY

Expansion of leave provision to include one day of paid leave related to the death of an employee's aunt or uncle.

#### **ARTICLE 68 – DURATION**

The new agreement, if ratified by the membership, will expire on June 21, 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 - FISHERY OFFICERS WORKING IN OFF-SHORE SURVEILLANCE

Fishery Officers on off-shore surveillance duty now have access to Article 34.09 Travel Status Leave. Employees who are temporarily assigned to off-shore detachments can

now request to be compensated in a combination of cash and compensatory leave (at least 37.5 hours and up to 75 hours per year).

#### APPENDIX I – SUPPORT GROUP IN THE SEA LAMPREY CONTROL UNIT

Saturdays and Sundays worked will be compensated at time and a half (1.5X) and double time (2X) respectively. Employees can take compensatory leave days after returning from time worked during field duty.

## APPENDIX H – 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.

#### APPENDIX L - SEA TRIALS

The cap of 15 hours of compensation for employees working under this appendix will be lifted. Employees will now be compensated at the straight-time rate for all regularly scheduled hours of work and unworked hours aboard the vessel. Time worked in excess of regularly scheduled hours will be compensated at applicable overtime rates.

## APPENDIX R - SPECIAL CONDITIONS APPLICABLE TO CERTAIN AIRCRAFT MAINTENANCE ENGINEERS

Travel Status Leave (34.09) now applies to employees covered under this appendix for all situations.

#### APPENDIX GG - OCCUPATIONAL GROUP STRUCTURE REVIEW

New job evaluation standards to be completed by March 31, 2024.

## NEW – APPENDIX WITH RESPECT TO A JOINT REVIEW ON EMPLOYEMENT 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.

#### **BILLINGUALISM 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 37 – Leave, General

Article 38 – Vacation Leave with Pay

Appendix HH – 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 clause references, updating of legal titles and typos, and deletion of provisions which are no longer applicable, including Appendix II, Appendix KK, Appendix LL, and references to Furlough Leave.

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

Your Bargaining Team, comprising:

Justin Cooke Kevin Lundstrom
Richard Dollimount Sheri B. Parent
Karen Houlahan Danielle Poissant
Jimmy Mailhot Aaron Swerdlyk

Leanne Moss

Silja Freitag, PSAC Research Officer

Seth Sazant, PSAC Negotiator

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

Sincerely,

Sharon DeSousa

National Executive Vice-President

Sharon DeSource

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

### **COMMON ISSUES**

#### **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:
Year 2 – Increase to rates of pay:
Year 2 – Wage adjustment:
Year 3 – Increase to rates of pay:
Year 4 – Increase to rates of pay:
Year 4 – Wage adjustment:

1.50%
1.25%
2.00%
Year 3 – Increase to rates of pay:
Year 4 – Wage adjustment:
0.25%

#### 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

<sup>\*</sup> Year 3 also includes a wage adjustment of a minimum of 0.5% for all bargaining units. See page 54 for details.

#### **ANNEX B**

#### **DURATION**

EB: **63.01** This agreement shall expire on June 30, **2025** <del>2021</del>.

PA: **68.01** This agreement shall expire on June 20, **2025** <del>2021</del>.

TC: **68.01** This agreement shall expire on June 21, **2025** <del>2021</del>.

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

 During the term of this agreement, other directives may be added to the abovenoted list.

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

#### 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 reemployment 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

#### **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

#### 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

#### 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

#### **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 <del>or material, system or software.</del>

EB : Clause 50.02 SV : Clause 24.02 TC : Clause 24.02

#### **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

#### **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 goforward 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 clause**s** 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;
  - 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);
- I. preparation for interviews with prospective employers;
- m. feedback when an employee is not offered a position for which he or she was referred:
- repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;
- 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:
  - 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 The Executive Board is 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 cochaired 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:

- a) acting administration;
- b) liquidation of leave;
- c) retroactive payments;
- d) allowances;
- e) general definitions:
- f) annual rates of pay;
- g) extra duty pay;
- h) 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

#### **LETTERS OF AGREEMENT**

## 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.

The following letter of agreement does 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 approval, implementation, and application of the Employer's Directive on Telework do not fall within the purview of this Letter of Agreement nor the collective agreement. 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:

a. That this letter of agreement does not negate any grievance rights as outlined in the *Federal Public Sector Labour Relations Act* and relevant regulations.

- b. The importance of a consistent application of the Employer's *Directive on Telework* which accounts for departmental realities and operations.
- c. 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:

- d. 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*.
- e. These terms of reference will incorporate the following principles:
  - i. The creation of a departmental or organizational panel with equal representation from the Employer and the Bargaining Agent Public Service Alliance of Canada that will review decisions resulting from the application of the Directive on Telework.
  - iii. 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.
  - iii. 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.
  - iv. 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.

#### <u>Information</u>

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 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.

## NEW 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.

# TECHNICAL SERVICES (TC) SPECIFIC ARTICLES AND APPENDICES

# TENTATIVE AGREEMENT TO SETTLE OUTSTANDING

#### **COLLECTIVE BARGAINING ISSUES**

#### WITH THE

# PUBLIC SERVICE ALLIANCE OF CANADA AND THE TREASURY BOARD SECRETARIAT IN RESPECT OF THE

#### **TECHNICAL SERVICES (TC) 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 TC 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, as identified at **Annex A.**
- 3. Restructure of the Engineering and Scientific Support Group (EG) pay scales (as per the Arbitral Award of M.G. Mitchnick dated January 6, 2022), as identified at **Annex A.**
- 4. Amendments to the following provisions, as identified at **Annex B**:
  - Article 25 Hours of Work: new captive time provision for certain DFO employees on offshore vessels.
  - Article 27 Shift and weekend premiums: increase to \$2.25.
  - Article 28 Overtime clause 28.10: clarify no overtime meal allowance when performing overtime from the employee's residence.
  - Article 39 Sick leave with pay: new clause 39.04 (medical certificates).
  - Article 47 leave with pay for family related responsibilities.
  - Article 51 Bereavement leave with pay: addition of aunt and uncle to one (1) day bereavement leave provision.
  - Article 60 Correctional Service Specific Duty Allowance.
  - Appendix A delete Step 1 and Step 2 in the PI-1-CGC pay scale.

- Appendix A-1 Include DND in the list of departments for which TIs meeting the qualifications are eligible for Appendix A-1.
- Appendix C Memorandum of Agreement Concerning Fishery Officers in the General Technical Group, Working on Off-Shore Surveillance in the Department of Fisheries and Oceans.
- Appendix I Memorandum of Agreement Concerning Employees in the Engineering and Scientific Support Group in the Sea Lamprey Control Unit.
- Appendix L Memorandum of Agreement Concerning Employees in the Engineering and Scientific Support Group, Employed by the Department of National Defence Engaged in Sea Trials.
- Appendix R Special Conditions Applicable to Certain Aircraft Maintenance Engineers: removal of travel status leave exclusion.
- Appendix W Memorandum of Understanding in Respect of Employees in the Engineering and Scientific Support (EG) and General Technical (GT) Groups Working Shore-Based Positions at Canadian Coast Guard (CCG): modify eligibility requirements and increase the allowance.
- Appendix X Memorandum of Understanding in Respect of the Employees in the Engineering and Scientific Support (EG) Group Working at Health Canada at the Norway House and Percy E. Moore Hospitals: increase the allowance.
- Appendix Z Memorandum of Understanding in Respect of Employees in the General Technical (GT) Group Working as Fishery Officers: increase the allowance.
- Appendix AA Memorandum of Understanding in Respect of Employees in the General Technical (GT) Group Working as Enforcement Officers at Environment Canada: increase the allowance.
- Appendix BB Memorandum of Understanding in Respect of the Employees Working at Fleet Maintenance Facilities, Formation Technical Authority or 202 Workshop Depot of National Defence: expand and increase the allowance.
- Appendix CC Memorandum of Understanding in Respect of Employees
  Working in a Joint Rescue Coordination Centre (JRCC) or Marine Rescue SubCentre (MRSC) or Air-Cushioned Vehicle (ACV): increase the allowance.
- Appendix DD Memorandum of Understanding in respect of Employees in the Technical Inspector (TI) Group working as a Labour Affairs Officer at Employment and Social Development Canada: expand and increase the allowance.

- Appendix EE Memorandum of Understanding in Respect of Employees in the Technical Inspector (TI) Group Working at Measurement Canada and the Canadian Grain Commission: increase the allowance.
- Appendix GG Memorandum of Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada With Respect to Occupational Group Structure Review and Classification Reform for the Technical Services (TC) Bargaining Unit: revised date to March 31, 2024.
- New Appendix "XX" New allowance for EG employes at Directorate of Technical Airworthiness and Engineering Support (DTAES) EGs at the DND.
- Appendix KK Memorandum of Understanding With Respect to the Joint Review of Appendix C applicable to Fishery Officers in the General Technical (GT) Group working offshore surveillance at the Department of Fisheries and Oceans (DFO): delete
- Appendix LL 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: delete
- 5. All items agreed to and signed during the course of TC group negotiations form part of this agreement, unless otherwise specified:
  - Article 14 and Appendix T updated references to the FPSLRA and FPSLREB
  - Articles 37 and 38 deletion of references to furlough leave.
  - Various provisions throughout amend departments' titles to Legal Titles.
  - Article 32 Designated paid holidays: add National Day for Truth and Reconciliation.
  - Article 63 Part-time employees: increase designated holiday allowance to 4.6%.
- 6. Unless otherwise expressly stipulated, the parties agree that changes to the TC 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.
- 7. 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 agreement.
- 8. The Employer and the Public Service Alliance of Canada agree to withdraw all other outstanding items.
- 9. Unless otherwise agreed between the parties during negotiations, existing provisions and appendices in the collective agreement are renewed.

- 10. Unless otherwise agreed between the parties during negotiations, the provisions of the collective agreement or the appendices that are expired or are set to expire upon the signing of the new TC collective agreement shall not be renewed and will be deleted from the collective agreement.
- 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

#### **APPENDIX A & APPENDIX A-1**

#### (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 22, 2023 Pay Line Adjustment of 0.5% to be applied to every step of every classification and level in the TC group.
- The implementation of these adjustments will be made in accordance with the implementation timelines as per Appendix S - Memorandum of Understanding with Respect to Implementation of the Collective Agreement.

#### **Duration of the agreement:**

68.01 The duration of this collective agreement shall be from the date it is signed to June 21, <del>2021</del>**2025.** 

Restructure of the Engineering and Scientific Support Group (EG) pay scales (as per the Arbitral Award of M.G. Mitchnick dated January 6, 2022).

Effective June 22, 2022, add one new step to the top of the EG pay scale that is 1.5% higher than the existing maximum. All employees who have been at the existing maximum rate for at least twelve months as of that date shall move to this new rate on that date.

Effective June 22, 2023, add 1.8% to that new top step of the scale.

Both of these adjustments are to take place prior to the application of any general wage increase for that year.

#### **ANNEX B**

The parties agree that these changes 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, these changes will become effective as per the collective agreement implementation timelines negotiated at the PSAC Common Issues table.

#### **HOURS OF WORK**

(New clause)

- 25.XX When an Employee in the Engineering and Scientific Support Group, employed by the Department of Fisheries and Oceans and engaged in Scientific Research and Monitoring, is working aboard an offshore vessel and an unforeseen or unplanned event interferes with the employee's ability to perform work and the employee remains captive, whether on a regularly scheduled day of work or a day of rest, the employee shall be paid the greater of:
  - a. their regularly scheduled hours of work at the straight-time rate of pay; or
  - b. seven decimal five (7.5) hours at the straight-time rate per day; or
  - c. the applicable rate of pay for all hours worked.

#### SHIFT AND WEEKEND PREMIUMS

#### 27.01 Shift premium

An employee working on shifts will receive a shift premium of two dollars (\$2.00) two dollars and twenty-five cents (\$2.25) per hour for all hours worked, including overtime hours, between 16:00 and 08:00. The shift premium will not be paid for hours worked between 08:00 and 16:00.

#### 27.02 Weekend premium

a. An employee working on shifts during the weekend will receive an additional premium of two dollars (\$2.00) two dollars and twenty-five cents (\$2.25) per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.

#### **OVERTIME**

#### Meals-allowance

- 28.10 a. An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed for one (1) meal in the amount of twelve dollars (\$12.00), except where free meals are provided.
  - b. When an employee works overtime continuously extending three (3) hours or more beyond the period provided for in (a), the employee shall be reimbursed for one (1) additional meal in the amount of twelve dollars (\$12.00) for each additional three (3) hour period thereafter, except where free meals are provided.
  - c. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.
  - d. Meal allowances under this clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.
  - e. Meal allowances under this clause shall not apply to an employee who has obtained authorization to perform overtime work at the employee's residence. or at another place to which the Employer agrees.

#### **DESIGNATED PAID HOLIDAYS**

- **32.01** Subject to clause 32.02, 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. Truth and Reconciliation Day
  - g.h. the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving;
  - h.i. Remembrance Day;
  - **i.j.** Christmas Day;
  - j.k. Boxing Day;
  - LI. one (1) 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 Monday in August;
  - m.m. one (1) additional day when proclaimed by an act of Parliament as a national holiday.

#### **PART-TIME EMPLOYEES**

- (...) Designated holidays
- **63.07** 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

## ARTICLE 39 SICK LEAVE WITH PAY

#### **NEW**

#### 39.04 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)

#### LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

- **47.01** For the purpose of this article, family is defined as:
  - a. spouse (or common-law partner resident with the employee);
  - b. children (including foster children, step-children or children of spouse or common law partner, children for whom is the legal guardian, or grandchild;
  - c. parents (including step-parents or foster parents);
  - d. father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents of the employee;
  - e. any relative permanently residing in the employee's household or with whom the employee permanently resides; or
  - f. any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.
  - g. A person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.
- **47.02** The total leave with pay which may be granted under this article shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.
- **47.03** Subject to clause 47.02, the Employer shall grant leave with pay under the following circumstances:
  - 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 an employee with time to make alternate 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 to 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. seven decimal five (7.5) **fifteen (15)** hours out of the thirty-seven decimal five (37.5) hours stipulated in clause 47.02 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.

#### **BEREAVEMENT LEAVE WITH PAY**

- **51.01** For the purpose of this article, "family" is defined per Article 2 and in addition:
  - a. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. An employee shall be entitled to be eavement leave with pay for a family member as defined in under 51.01(a) under 51.02(a) only once during the employee's total period of employment in the public service.
- 51.02 When a member of the employee's family dies, an employee shall be entitled to bereavement leave with pay. Such bereavement leave, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
  - a. At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.
  - b. When requested to be taken in two (2) periods:
    - The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and
    - ii. The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.
    - iii. The employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.
- **51.03** An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her **aunt or uncle**, brother-in-law, sister-in-law or grandparents of spouse.

#### **CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE**

The following allowance replaces the former Penological Factor Allowance (PFA) and the Offender Supervision Allowance (OSA). The parties agree that only incumbents of positions deemed eligible and/or receiving PFA or OSA as of signing of this collective agreement, and employees who work within community parole offices who support the conditional release of offenders, shall receive the Correctional Service Specific Duty Allowance (CSSDA), subject to the criteria outlined below.

- 60.01 The Correctional Service Specific Duty Allowance (CSSDA) shall be payable to incumbents of specific positions in the bargaining unit within the Correctional Service of Canada (CSC). The Allowance provides additional compensation to an incumbent of a position who performs certain duties or responsibilities specific to CSC Correctional Service of Canada (that is, custody of inmates, the regular supervision of offenders, or the support of programs related to the conditional release of those offenders) within penitentiaries or community parole offices as defined in the Corrections and Conditional Release Act, and/or CSC Commissioner Directives.
- **60.02** The value of the CSSDA shall be two thousand one-hundred and forty dollars (\$2,140) (\$2,000) annually and paid on a biweekly basis in any pay period for which the employee is expected 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 A-1**

#### **TECHNICAL INSPECTION GROUP PAY NOTES**

1. Employees in Transport Canada, Transportation Safety Board of Canada, Public Services and Procurement Canada, Fisheries and Oceans Canada, and Canadian Coast Guard and Department of National Defense who are incumbents at the TI-5 through TI-8 levels in the following positions and who possess the listed qualifications shall be remunerated as per the above rates of pay.

#### APPENDIX A

## PI: PRIMARY PRODUCTS INSPECTION GROUP ANNUAL RATES OF PAY (IN DOLLARS)

*(…)* 

Sub-Group: Grain Inspection

PI-1-CGC

Delete Step 1 and Step 2.

#### **NOTE**

When agreeing to the delete Step 1 and Step 2 of the PI-1-CGC pay scale the parties discussed and agreed to the following:

Where an employee moves up an increment as a result of the deletion of steps 1 and 2 of the PI-CGC-01 scale, their anniversary date for the purposes of movement through their pay grid shall not change.

#### **APPENDIX C**

# MEMORANDUM OF AGREEMENT CONCERNING FISHERY OFFICERS IN THE GENERAL TECHNICAL GROUP, WORKING ON OFF-SHORE SURVEILLANCE IN THE DEPARTMENT OF FISHERIES AND OCEANS

The Employer and the Public Service Alliance of Canada agree, for the term of this collective agreement, that Fishery Officers working **in surveillance mode** on offshore surveillance and employed with the Department of Fisheries and Oceans will work an average of nine decimal five (9.5) hours per day while in surveillance mode. **The nine decimal five (9.5) hours per day is understood to be an average, to be monitored by the employer, some days may be longer and some shorter.** 

Surveillance mode is defined as the period between the time at which a Fishery Officer on off-shore surveillance reports to his or her surveillance duty station and the time at which the Fishery Officer leaves his or her surveillance duty station. Off-shore surveillance may be conducted by vessel or aircraft. Surveillance mode may be terminated due to delays in departure or early return.

The normal overtime provisions of the collective agreement will apply to these Officers with the following exceptions:

a.

- i. Employees shall receive thirty-seven decimal five (37.5) hours pay at the straight-time rate per week while in a surveillance mode. All For employee who are permanently assigned to work in an offshore detachment, all overtime earned and all compensation earned for work on a designated holiday shall accumulate as compensatory leave.—The—For employees who are temporarily assigned to work in an off-shore detachment, overtime shall be compensated in a combination of cash and compensatory leave, as mutually agreed between the employee and his/her supervisor.
- ii. Notwithstanding the above, where an employee requests to be compensated with compensatory leave, up to the first thirty-seven decimal five (37.5) hours of compensatory in each trip shall be provided in that manner, to a maximum of seventy-five (75) hours per fiscal year. Requests for compensatory leave in excess of seventy-five (75) hours may be provided upon mutual agreement. For employees who are permanently assigned to work in an offshore detachment, the compensatory leave earned while in a surveillance mode shall be liquidated immediately after their return from surveillance mode unless management the Employer deems this impractical due to operational requirements.
- iii. For employees who are permanently assigned to work in an offshore detachment, seventy-five (75) hours of compensatory leave shall be held in a bank to ensure that if an officer is unable to make a scheduled trip and there is no other work available, the officer is eligible to request compensatory leave from his or her seventy-five (75) hour bank. Employees who are assigned

### temporarily to work in surveillance mode will not be required to maintain a bank.

- iv. At the request of an employee and with the approval of the Employer, at any time during the fiscal year, the Employer may pay the requested compensatory leave in excess of one hundred and fifty (150) hours at the straight-time rate of pay in effect on the day on which compensatory leave is granted.
- v. At the end of each fiscal year, all unliquidated compensatory leave in excess of seventy-five (75) hours shall be paid at the straight-time rate of pay in effect on the day on which compensatory leave is granted.
- b. In addition, if the vessel or aircraft does not depart as scheduled on a designated paid holiday or a day of rest, the reporting pay article of the collective agreement shall apply.
- c. For the purpose of accumulation of paid leave and severance pay, time spent by employees in surveillance mode shall be deemed to be seven decimal five (7.5) hours per day and/or thirty-seven decimal five (37.5) hours per week, as applicable.
- d. When an employee works on a designated paid holiday while in a surveillance mode, the employee shall be compensated, in addition to the seven decimal five (7.5) hours holiday pay the employee would have been granted had he or she not worked, at the rate of time and one half (1 1/2) for all scheduled hours worked and double (2) time for all hours worked in excess of the scheduled hours.

#### Arrest mode

For the purposes of this memorandum, "arrest mode" is defined as those situations where management has authorized a Fishery Officer on off-shore surveillance to remain on board a vessel for the purposes of maintaining continuity of evidence.

In arrest mode, the overtime provisions of 28.01(a) and (b) will apply. In calculating the entitlement, all hours for that day will be a combination of hours in surveillance mode, nine decimal five (9.5) hours and arrest mode (all remaining hours).

For the purposes of calculating the rate of pay while in arrest mode, the regular nine decimal five (9.5) hour day shall be deemed to have begun at 8:00 hours and would normally have ceased at 18:00 hours (with one half (1/2) hour for lunch). As such, where an arrest mode is authorized after 18:00 hours, the officer would be compensated at time and one half (1 1/2) his or her straight-time rate at the beginning of the arrest mode.

Once arrest mode is confirmed and payment at premium rates is in effect, the premium rate will remain in effect until arrest mode ceases. In a continuing arrest mode, two (2) or more days, the surveillance mode provisions will not apply for those days where arrest mode continues beyond 12:00 hours on that day.

Officers while in a surveillance mode or arrest mode shall be excluded from the following provisions of this collective agreement:

- Hours of work article
- Overtime clauses 28.02, 28.05, 28.07, 28.08, 28.09
- Travelling time article (excluding clause 34.09 Travel status leave, which applies)
- Shift premiums article
- Call-back pay article
- Standby article

#### **APPENDIX I**

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

Notwithstanding the provisions of Article 25: hours of work, and Article 28: overtime, the following provisions shall apply to employees of the Sea Lamprey Control Unit of the Department of Fisheries and Oceans during the defined field season, except when their workday begins and ends within the headquarters area.

It is agreed that representatives of local management and duly authorized local representatives of employees may jointly devise and decide on a mutually acceptable work schedule program, which shall include a specified number of consecutive calendar days of work in the field followed by a combination of days of rest (the first Saturday/Sunday following a typical trip are scheduled days of rest) and opportunity to use compensatory leave equivalent to the number of days of rest worked earned during the period of field duty. The schedule will not contain the hours of work on each day and the starting and quitting times shall be determined according to operational requirements on a daily basis except that the normal daily hours of work shall be consecutive, with the exception of a lunch break, and not in excess of seven decimal five (7.5) hours and, accordingly, clause 25.10 shall not apply.

Such a work schedule shall normally not exceed a combination of twenty (20) consecutive calendar days of work and eight (8) days of rest. Should local management decide that operational requirements require an extension of the twenty (20) calendar days of work [up to a maximum of seven (7) calendar days] in order to preclude another trip to the area, the appropriate number of additional days shall be worked and the days of rest and compensatory leave extended as required.

Overtime shall be compensated in accordance with this collective agreement and shall be taken as compensatory leave at times convenient to both the employee and the Employer. Weekends worked will be compensated at time and one half (1 ½) regular hourly rate for Saturday and double (2) the regular hourly rate for Sunday, with the agreement that, upon return from a period of consecutive work, consecutive days equivalent to the number of weekend days worked will be available to be taken as leave, with the balance of time earned being compensated per the relevant overtime provisions. Notwithstanding the preceding, overtime shall be compensated at the rate of time and three quarters (1 3/4) for all overtime worked by any employee covered by this appendix. Seasonal employees may, at their option, remain on strength until they have exhausted such compensatory leave, have such leave paid in full at the end of the field season, or carry over such leave in accordance with paragraph 28.02(d).

#### APPENDIX L

# MEMORANDUM OF AGREEMENT CONCERNING EMPLOYEES IN THE ENGINEERING AND SCIENTIFIC SUPPORT GROUP, EMPLOYED BY THE DEPARTMENT OF NATIONAL DEFENCE ENGAGED IN SEA TRIALS

Employees in the Engineering and Scientific Support Group employed by the Department of National Defence engaged in Sea Trials under the following conditions will be remunerated in accordance with the terms below:

- 1. a. When an employee is scheduled to proceed to sea beyond the harbour limits aboard a naval vessel, submarine, auxiliary vessel or yardcraft for the purpose of conducting trials, repairing defects or dumping ammunition, the employee shall be compensated for all hours aboard to a maximum of fifteen (15) hours at the straight-time rate for all regularly scheduled hours of work and unworked hours aboard the vessel per day; or and at the applicable rate of pay for all hours worked whichever is greater for all hours worked in excess of regularly scheduled hours of work, employees shall be compensated in accordance with clause 28.01 (Overtime).
  - b. In addition, an employee shall receive a submarine trials allowance equal to twenty-five per cent (25%) of his or her basic hourly rate for each completed one half (1/2) hour the employee is required to be in a submarine.
  - 2. a. When an employee is required to be in a submarine when it is in a closed-down condition either alongside a jetty or within a harbour, on the surface or submerged; that is, when the pressure hull is sealed and undergoing trials, such as vacuum tests, high-pressure tests, snort trials, battery ventilation trials or other recognized formal trials, or the submarine is rigged for diving, the employee shall be compensated for all hours aboard at the applicable rate of pay for all hours' worked and at the straight-time rate for all unworked hours.
    - b. In addition, an employee shall receive a submarine trial allowance in accordance with 1(b).
- 3. When an employee is engaged in a Sea Trial pursuant to this appendix, the employee will be considered to be at their workplace and not on travel status.
- 4. Upon the request of an employee and with the approval of the Employer, the employee may be compensated in equivalent leave with pay.
- 5. Compensatory leave is to be granted at the convenience of the employee where operational requirements permit.

- 6. Certain provisions of the collective agreement for which an employee normally may be eligible are inapplicable if the employee is in receipt of remuneration in accordance with the provisions set out in this memorandum. The articles which do not have application to employees covered by this memorandum are:
  - a. call-back pay
  - b. reporting pay
  - c. shift premium
  - d. travelling time
  - e. standby

### **APPENDIX R**

### SPECIAL CONDITIONS APPLICABLE TO CERTAIN AIRCRAFT MAINTENANCE ENGINEERS

The following special conditions shall apply only to aircraft maintenance engineers of the Aircraft Services Directorate, Transport Canada:

- 1. When Aircraft Services Directorate helicopter aircraft maintenance engineers are performing their duties while assigned to shipboard or special assignment, a.
  - i. The following provisions of the collective agreement shall not apply:
    - Articles 25 and 28: hours of work and overtime
    - Article 27: shift premiums
    - Article 29: call-back pay
    - Article 30: standby
    - Article 31: reporting pay
    - clause 32.05, Compensation for work on a holiday
    - Article 34: travelling time
    - Article 61: wash-up time
    - Appendix K-4: Transfer at Sea Allowance
  - ii. Notwithstanding the above, Travel Status Leave, clause 34.09 of this agreement, shall apply to employees covered under **this Appendix**. the Special Assignment Allowance in clause (c) below.
  - b. They shall receive a weekly shipboard or special assignment allowance of thirty (30) hours compensation at the rate of time and one half (1 1/2) for each period of seven (7) days in which he or she is required to undertake shipboard or special assignment duties. Periods of less than seven (7) days will be pro-rated.
  - c. The special assignment allowance applies to all helicopter operations north of fifty-five (55°) degrees latitude north.
  - d. The shipboard or special assignment allowance shall not apply to employees receiving isolated post allowance or any other special allowance for hardship and isolation.
  - e. Subject to operational requirements, as determined by the Employer, compensation earned under paragraph 1(b) may, at the request of the Employer or the employee, and with reasonable notice, be granted in leave at times mutually convenient.
  - f. If any such leave cannot be liquidated by the end of the fiscal year, then payment will be made at the employee's then current rate of pay.
  - g. When an aircraft maintenance engineer on shipboard or special assignment works on a designated paid holiday, he or she shall be credited with one (1) day of leave with pay in lieu of the holiday.

- Aircraft maintenance engineers who are required to perform flight duties other than test flights shall be paid an allowance of one hundred dollars (\$100) per month, provided such employees complete not less than fifteen (15) hours' flying time in the performance of such duties each calendar quarter.
  - b. Aircraft maintenance engineers shall be paid a flying time premium of fifteen dollars (\$15) per hour or part thereof, while performing flight tests authorized by the appropriate responsible manager or the team leader in Ottawa, or by the Regional Manager Aircraft Maintenance, the team leader or the senior aircraft maintenance engineer in the regions.
- 3. Aircraft maintenance engineers in the EG Group whose normal workplace is Transport Canada, Aircraft Services Directorate, or any of the Canadian Coast Guard helicopter bases, who are assigned to work as crewperson in support of an aircraft that has departed its main base, on the Administrative Flight Service, the National Aerial Surveillance Program aircraft or on Canadian Coast Guard helicopters and who are not in receipt of the Shipboard or special assignment allowance under paragraph 1(b) above, will be compensated for a minimum of eight (8) hours at their straight-time rate of pay for each day of rest or designated paid holiday while they are on duty away from their headquarters area. Upon request and with the approval of the Employer, such time may be granted as compensatory leave at times mutually acceptable to the employee and the Employer. If any such leave cannot be liquidated by the end of the fiscal year, then payment will be made at the employee's then current rate of pay.

### **APPENDIX W**

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

(...)

2. Employees at Fisheries and Oceans Canada, Canadian Coast Guard who are incumbents of EG-6 and EG-7 and GT-6 through GT-8 levels in the following positions and who **meet the conditions listed under point 3** shall be entitled to a terminable allowance as listed below.

3.

- i. Employees working at Canadian Coast Guard for the Integrated Technical Services, Fleet Requirements and Support and Vessel Procurement who are required in the performance of their duties to have knowledge of one of the following: design, construction, operation or maintenance of vessels as demonstrated by possession of a marine engineering marine certificate, a Canadian Coast Guard Marine Electrical certificate of competency or a post-secondary degree/diploma in a technical discipline applicable to their duties (e.g. electrical, mechanical, naval architecture, etc.) and extensive marine field experience. Transport Canada Marine Engineering or Canadian Coast Guard Marine Electrical certificates of competency, combined with extensive experience in the field.
- ii. The conditions listed under point 3 i) above will apply only to employees who started their employment after the signing date of this agreement or who were not in receipt of this allowance before that date. Employees who started employment and were in receipt of this allowance before the signing date of this agreement will be entitled to a terminable allowance as listed based on the conditions listed under 3 iii):
- iii. Employees working at Canadian Coast Guard for the Integrated Technical Services and Vessel Procurement who are required in the performance of their duties to have knowledge of the design, construction, operation or maintenance of vessels as demonstrated by possession of a marine certificate of competency or post-secondary degree/diploma, Transport Canada Marine Engineering or Canadian Coast Guard Marine Electrical certificates of competency, combined with extensive experience in the field.

- 4. The parties agree that incumbents of above listed positions shall be eligible to receive a terminable allowance in the following amounts and subject to the following conditions:
  - i. An allowance to be paid in accordance with the following table:

<b>Positions</b>	Monthly Payments
EG-06	<del>\$483</del> <b>\$541</b>
EG-07	<del>\$370</del> <b>\$415</b>
GT-06	<del>\$570-</del> <b>\$639</b>
GT-07	<del>\$529</del> <b>\$593</b>
GT-08	<del>\$353</del> <b>\$395</b>

ii. The terminable allowance specified above does not form part of an employee's salary.

*(...)* 

### **APPENDIX X**

# MEMORANDUM OF UNDERSTANDING IN RESPECT OF THE EMPLOYEES IN THE ENGINEERING AND SCIENTIFIC SUPPORT (EG) GROUP WORKING AT HEALTH CANADA AT THE NORWAY HOUSE AND PERCY E. MOORE HOSPITALS

(...)

- 2. Employees working for Health Canada at the Norway House and Percy E. Moore Hospitals who are incumbents of EG positions and perform the duties of positions of Laboratory and X-Ray Technologists, shall be entitled to the annual allowance in the following amount and subject to the following conditions:
  - a. Commencing on June 22, 2013, EG employees who perform the duties of the positions identified above shall be eligible to receive the annual allowance, to be paid biweekly;
  - b. The allowance shall be paid in accordance with the following table:

### **Annual allowance: Engineering and Scientific Support (EG)**

Positions	Annual allowance
Laboratory Technologist	<del>\$5,000</del> <b>\$7,000</b>
X-Ray Technologist	<del>\$5,000</del> <b>\$7,000</b>

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

*(...)* 

### **APPENDIX Z**

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

(...)

- 2. The parties agree that GT employees shall be eligible to receive the annual allowance in the following amounts and subject to the following conditions:
  - a. GT employees who perform duties of positions identified above, shall be eligible to receive an annual allowance to be paid biweekly.
  - b. The allowance shall be paid in accordance with the following table:

### Annual allowance: General Technical (GT)

Positions	Annual allowance
GT-02	\$3,534 <b>\$6,500</b>
GT-03	\$3,534 <b>\$6,500</b>
GT-04	\$3,534 <b>\$6,500</b>
GT-05	\$3,534 <b>\$6,500</b>

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

(...)

### **APPENDIX AA**

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

(...)

- 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. GT employees who perform duties of Enforcement Officers at Environment Canada and who are fully designated with Peace Officer powers shall be eligible to receive an annual allowance to be paid biweekly.
  - b. The allowance shall be paid in accordance with the following table:

### **Annual allowance: General Technical (GT)**

Positions	Annual allowance
GT-02	<del>\$3,534</del> <b>\$6,500</b>
GT-03	<del>\$3,534</del> <b>\$6,500</b>
GT-04	<del>\$3,534</del> <b>\$6,500</b>
GT-05	<del>\$3,534</del> <b>\$6,500</b>
GT-06	<del>\$3,534</del> <b>\$6,500</b>
GT-07	<del>\$3,534</del> <b>\$6,500</b>

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

(...)

### **APPENDIX BB**

# MEMORANDUM OF UNDERSTANDING IN RESPECT OF THE EMPLOYEES WORKING AT FLEET MAINTENANCE FACILITIES, FORMATION TECHNICAL AUTHORITY, DIRECTORATE OF QUALITY ASSURANCE OR 202 WORKSHOP DEPOT AT THE DEPARTMENT OF NATIONAL DEFENCE

- 1. The Employer will provide an annual allowance to incumbents of Technical Services (TC) Group positions for the performance of their duties.
- 2. The parties agree that employees shall be eligible to receive the annual allowance, **to be paid biweekly**, in the following amount and subject to the following conditions:
  - Employees who perform duties either at a Fleet Maintenance Facility,
     Formation Technical Authority or 202 Workshop Depot at the Department of National Defence; and
  - b. Employees of the TI group to whom Appendix A-1 does not apply, who perform duties at Directorate of Quality Assurance.
  - c. The allowance shall be paid in accordance with the following table:

Positions	Annual allowance
All groups	<del>\$2,500</del> <b>\$2,800</b>

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

(...)

### **APPENDIX CC**

## MEMORANDUM OF UNDERSTANDING IN RESPECT OF EMPLOYEES WORKING IN A JOINT RESCUE COORDINATION CENTRE (JRCC) OR MARINE RESCUE SUBCENTRE (MRSC) OR AIR-CUSHIONED VEHICLE (ACV)

*(…)* 

- 2. The parties agree that GT employees working as SMC qualified Search and Rescue (SAR) Coordinators and/or supervisors at the Canadian Coast Guard in a Joint Rescue Coordination Centre or Marine Rescue Sub-Centre shall be eligible to receive the annual allowance to be paid biweekly and subject to the following conditions:
  - who are required in the performance of their duties to have knowledge of and extensive experience in maritime navigation, ship operations, ship stability, meteorology, ship construction and search and rescue planning and coordination,
     and
  - b. who possess Transport Canada or Canadian Coast Guard Marine certificates of competency.
- 3. The parties agree that GT employees working on an air-cushioned vehicle (ACV) shall be eligible to receive an annual allowance to be paid biweekly and subject to the following conditions:
  - a. who are ACV qualified; and
  - b. Who possess Transport Canada or Canadian Coast Guard Marine certificates of competency.
- 4. The parties agree that EG employees working on an ACV shall be eligible to receive an annual allowance to be paid biweekly and subject to the following conditions:
  - a. who possess an ACV Engineer Class 1 Certification; and
  - b. who possess Transport Canada or Canadian Coast Guard Marine certificates of competency.
- 5. The annual allowance shall be received in accordance with the following table

Positions	Annual amount
All levels of the GT and EG groups	\$ <del>5,35</del> 4- <b>\$5,998</b>

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

(...)

### APPENDIX DD

MEMORANDUM OF UNDERSTANDING IN RESPECT OF EMPLOYEES IN THE TECHNICAL INSPECTOR (TI) GROUP WORKING AS A LABOUR AFFAIRS OFFICER AT EMPLOYMENT AND SOCIAL DEVELOPMENT CANADA (ESDC) AND AS CABIN SAFETY INSPECTORS AT TRANSPORT CANADA (TC)

- 1. The Employer will provide an allowance to **specific** incumbents of Technical Inspector (TI) Group positions **at ESDC and TC** at the TI-05 and 06 levels working as a Labour Affairs Officer (LAO) at Employment and Social Development Canada (ESDC). **for the performance of their duties.**
- 2. The parties agree that **specific** TI employees in ESDC positions shall be eligible to receive the annual allowance, **to be paid biweekly**, in the following amounts and subject to the following conditions:
  - a. Tl employees at the TI-05 and 06 levels working as a Labour Affairs
    Officer (LAO) at Employment and Social Development Canada; and
  - b. Employees at the TI-06 and TI-07 levels working as Cabin Safety/AOSH Inspectors or Technical Team Leads holding Ministerial delegation of authority under the Canada Labour Code Part II at Transport Canada, to whom Appendix A-1 does not apply. who perform duties of positions identified above, shall be eligible to receive an annual allowance to be paid biweekly.
  - c. The annual allowance shall be received in accordance with the following table:

**Annual allowance: Technical Inspector (TI)** 

Positions	Annual allowance
TI-05	\$3,534 <b>\$ 5,500</b>
TI-06	\$3,534 <b>\$5,500</b>
TI-07	\$5,500

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

*(...)* 

### **APPENDIX EE**

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

(...)

- 2. The parties agree that TI employees in Measurement Canada and the Canadian Grain Commission positions shall be eligible to receive the annual allowance in the following amounts and subject to the following conditions:
  - a. TI employees who perform duties of positions identified above, shall be eligible to receive an annual allowance, to be paid biweekly.
  - b. The annual allowance shall be received in accordance with the following tables:

### **Annual allowance: Technical Inspector (TI)**

Positions	Annual allowance
TI-03	<del>\$3,534</del> <b>\$5,500</b>
TI-04	<del>\$3,534</del> <b>\$5,500</b>
TI-05	<del>\$3,534</del> <b>\$5,500</b>
TI-06	<del>\$3,534</del> <b>\$5,500</b>
TI-07	<del>\$3,534</del> <b>\$5,500</b>

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

(...)

### **NEW APPENDIX "XX"**

MEMORANDUM OF UNDERSTANDING IN RESPECT OF THE EMPLOYEES WORKING AT DIRECTORATE OF TECHNICAL AIRWORTHINESS AND ENGINEERING SUPPORT (DTAES) AT DEPARTMENT OF NATIONAL DEFENCE

- 1. The Employer will provide an annual allowance to incumbents of EG Group positions, EG-06 and EG-07 levels, for the performance of their duties.
- 2. The parties agree that employees shall be eligible to receive the annual allowance in the following amount and subject to the following condition:
  - a. Employees who perform duties as Airworthiness Auditors under the Aeronautics Act at the DTAES, shall be eligible to receive an annual allowance to be paid biweekly and
  - b. The allowance shall be paid in accordance with the following table:

Positions	Annual allowance
EG-06	\$3,960
EG-07	\$3,960

- c. The allowance specified above does not form part of an employee's salary.
- 3. An employee in a position outlined above shall be paid the annual allowance for each calendar month for which the employee receives at least seventy-five (75) hours' pay.
- 4. Part-time employees shall be entitled to the allowance on a pro-rata basis.
- 5. This memorandum of understanding expires on June 21, 2025.

### **APPENDIX GG**

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

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

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

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

The parties agree that meaningful consultation on the development of job evaluation standards shall take place within thirty (30) days of the signing of this collective agreement. New job evaluation standards shall be completed no later than March 31, 2021 2024, toward the objective of negotiating the pay lines for these job evaluation standards in a subsequent collective agreement.

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

### APPENDIX KK

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

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

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

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

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

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

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

### APPENDIX LL

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

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

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

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

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

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

The study will review affected positions within:

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

The study shall be completed no later than June 21, 2021. This agreement may be extended by mutual agreement.