



File: 2122-911-3

June 30, 2023

TO: All PSAC Members working in the Parks Canada Bargaining Unit

RE: Ratification of Tentative Agreement

On June 23rd, 2023, after almost two years of negotiations, the Parks Canada bargaining team has reached a tentative agreement for the more than 4,000 workers who help preserve Canada's rich natural heritage.

This agreement is the product of the tenacity of the Parks Canada negotiating team, who fought for fair wages and better working conditions. If ratified, the settlement will improve members' working conditions in several ways.

Our bargaining team unanimously recommends ratification of this tentative agreement. The duration of this new agreement is August 5, 2021 to August 4, 2025.

HIGHLIGHTS OF OUR TENTATIVE AGREEMENT

1. ECONOMIC INCREASES

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

Effective	Breakdown of economic increase	Total economic increase
August 5, 2021	<ul style="list-style-type: none"> increase to rates of pay: 1.5% 	1.50%
August 5, 2022	<ul style="list-style-type: none"> increase to rates of pay: 3.5% wage adjustment: 1.25% 	4.75%
August 5, 2023	<ul style="list-style-type: none"> increase to rates of pay: 3.0% wage adjustment: minimum of 0.5% (see Group Specific Market Adjustments below) 	3.50% (minimum)
August 5, 2024	<ul style="list-style-type: none"> increase to rates of pay: 2.00% wage adjustment: 0.25% 	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.

GROUP SPECIFIC MARKET ADJUSTMENTS

The following group specific market adjustments will be applied to the wage rates of the following groups, effective August 5, 2023:

- For all employees in the GL-COI sub-group: 3%
- For all employees in the GL-MAM sub-group: 3%
- For all employees in the GL-MDO sub-group: 3%
- For all employees in the GL-VHE sub-group: 3%
 - For the four (4) above-listed GL subgroups, the compounded wage increases, which include general economic increases, wage adjustments, and a 3% market adjustment, amounts to 15.39% over the 4-year term of the agreement.
- For all employees in the HP subgroup: 3%
 - For the HP subgroup, the compounded wage increases, which includes the general economic increases, wage adjustments, and a 3% market adjustment, amounts to 15.39% over the 4-year term of the agreement.
- For all employees in the SC subgroup: 4%
 - For the SC subgroup, the compounded wage increases, which includes the general economic increases, wage adjustments, and a 4% market adjustment, amounts to 16.51% over the 4-year term of the agreement.
- For all employees in the LS sub-group: 1%
 - For the LS subgroup, the compounded wage increases, which includes the general economic increases, wage adjustments, and a 1% market adjustment, amounts to 13.15% over the 4-year term of the agreement.
- A pay line adjustment of 0.5% for all employees in the following groups:
 - AR
 - AS
 - BI
 - CO
 - CR
 - CS
 - DD
 - EC
 - ED
 - EG
 - EL
 - EN
 - ES
 - FI
 - FO
 - GL-BOB
 - GL-EIM
 - GL-ELE
 - GL-MAN
 - GL-MOC
 - GL-PCF
 - GL-PIP
 - GL-PRW
 - GL-WOW
 - GS-BUS
 - GS-MPS
 - GS-PRC
 - GS-STC
 - GT
 - HR
 - IS
 - PC
 - PG
 - PM
 - PY
 - SE
 - SI
 - ST

- For the thirty-eight (38) additional groups, the compounded wage increases, which includes the general economic increases, wage adjustments, and a pay line adjustment of 0.5%, amounts to 12.59% over the 4-year term of the agreement.

RESTRUCTURING OF THE ENGINEERING AND SCIENTIFIC SUPPORT GROUP (EG PAY SCALES)

- Effective August 5th, 2022, new step at the top of the EG pay scale at 1.5% higher than the existing maximum.
 - Employees who have been at the existing maximum for at least 12 months move to the new rate on that date.
- Effective August 5th, 2023, add 1.8% to the new top step of the scale.
- Both adjustments take place prior to the application of any general wage increase for the year.

ARTICLE 23 – SHIFT PREMIUMS

An increase from \$2.00 to \$2.25 per hour to the weekend premium rate.

APPENDIX “F” – ALLOWANCE FOR HVAC TECHNICIANS

Eligible **GL-MAM** Refrigeration HVAC Technicians will receive an increase to the existing annual allowance from \$8,000 to \$9,500.

APPENDIX “G” – ALLOWANCE FOR LAW ENFORCEMENT OFFICERS

Effective August 5, 2021, eligible **GT-04** and **GT-05** Park Wardens will receive an increase to the existing annual allowance from \$3543 to \$6,500.

APPENDIX “L” – RETENTION ALLOWANCE FOR COMPENSATION ADVISORS

Harmonization of the retention allowance for employees performing duties as Compensation Advisors at the **CR-05, AS-01, AS-02, AS-03** and **AS-04** group and levels in departments serviced by the Pay Centre from \$2500 to \$3500.

APPENDIX “J” – 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. HYBRID WORK

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

The letter of agreement also provides for the creation of joint union-employer panel. Employee rights around hybrid work 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 Guide on Hybrid Work Arrangements.

3. JOB SECURITY AND WFA

ARTICLE 20 – JOB SECURITY

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

APPENDIX K – WORKFORCE ADJUSTMENT

Letter of Agreement where the Agency commits to meaningful consultation with the Union if Treasury Board and the Core are successful in an application to amend the *Public Service Employment Regulations* to allow consideration of seniority in the Workforce Adjustment process.

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

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

4. OTHER IMPORTANT CHANGES TO THE COLLECTIVE AGREEMENT

ARTICLE 9 - INFORMATION

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

ARTICLE 11 – USE OF AGENCY FACILITIES

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

ARTICLE 13 – 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 21 – TECHNOLOGICAL CHANGE

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

ARTICLE 27 – DESIGNATED PAID HOLIDAYS

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

Corresponding changes to Article 58 Part-time employees: Designated Paid Holiday allowance for part-time workers increases from 4.25% to 4.6%.

ARTICLE 42 – 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.

Doubled of the number of hours available 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 46 – BEREAVEMENT LEAVE WITH PAY

Expansion of scope of bereavement leave to include aunt and uncle.

ARTICLE 63 – DURATION

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

NEW APPENDIX – 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 – JOINT LEARNING PROGRAM

The Agency to provide \$150,000 to fund a one-year pilot Joint Learning Program (JLP).

NEW APPENDIX – MATERNITY AND PARENTAL LEAVE WITHOUT PAY

Treasury Board and Core have agreed to review maternity and parental leave language with a view finding opportunities to simplify the language as well as to discuss the interactions between the Employment Insurance Program and the Québec Parental Insurance Plan. The Agency and the Alliance commit to consider the outcome of this exercise.

NEW APPENDIX – EMPLOYMENT EQUITY, DIVERSITY AND INCLUSION TRAINING AND INFORMAL CONFLICT MANAGEMENT SYSTEMS

The Agency commits to consider the recommendations of the Joint Committee formed by Treasury Board and the Alliance to review existing training courses related to employment equity, diversity and inclusion and informal conflict management systems.

Further minor amendments to the following articles:

Article 2 – Interpretations and Definitions

Article 17 – No discrimination and Sexual Harassment

Article 24 – Overtime

Article 31 – Leave, General

Article 50 – Leave with or without Pay for Other Reasons

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

In a Letter of Agreement outside of the collective agreement, the Agency has agreed to consult and meaningfully engage with Park Wardens in its Law Enforcement Branch – Service Delivery and Occupational Review.

The new agreement, if ratified by the membership, will expire on August 4th, 2025.

Your Bargaining Team, comprising:

Nic Angers
Alisha Campbell
Birch Howard
Kass McKinnon
André Miller
Omar Murray
Denis St-Onge
Daniel Toutant
Djimy Théodore, PSAC Research Officer
John Eustace, PSAC Negotiator

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

In Solidarity,



Alex Silas
Regional Executive Vice-President – NCR

cc. National Board of Directors
Regional Political Action and Communication Officers
Negotiations Section
Dan Fisher, 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 Officer
Louise Casselman, Social Justice Fund Officer
Laura Avalos, Social Justice Fund Advisor

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

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

1. Increases to the rates of pay and duration of the collective agreement, as specified at Annex A:
 - Appendix A – Annual Rates of Pay and Pay Notes
 - Appendix I – Group Specific Provision
 - Article 63 – Duration

2. Amendments to the following provisions as attached as Annex B in this Memorandum of Settlement:
 - Article 2 – Interpretations and Definitions (common-law)
 - Article 9 – Information
 - Article 11 – Use of Agency Facilities
 - Article 13 – Leave With or Without Pay for Alliance Business
 - Article 17 – No discrimination and Sexual Harassment
 - Article 20 – Job Security
 - Article 21 - Technological Changes
 - Article 23 – Shift Premiums
 - Article 24 – Overtime
 - Article 27 – Designated Paid Holidays
 - Article 31 – Leave, General
 - Article 35 – Medical Leave for Pregnant Employees
 - Article 42 – Leave with Pay for Family-Related Responsibilities
 - Article 46 – Bereavement Leave with Pay
 - Article 50 – Leave with or without Pay for Other Reasons
 - Article 58 – Part-time Employees
 - NEW Article – Leave for Traditional Indigenous Practices

- Appendix F – Memorandum of Understanding Between the Parks Canada Agency and The Public Service Alliance of Canada in Respect of the Allowance for the GL General Labour and Trades Machinery Maintaining Sub-Group (MAM)
 - Appendix G - Memorandum of Understanding Between the Parks Canada Agency and The Public Service Alliance of Canada in Respect of the Allowance for the GT – General Technical Group Working as Law Enforcement Officers
 - Appendix J – Memorandum of Understanding Between the Parks Canada Agency and The Public Service Alliance of Canada in Respect of the Implementation of the Collective Agreement
 - Appendix K – Workforce Adjustment
 - Appendix L – Memorandum of Understanding Between the Parks Canada Agency and The Public Service Alliance of Canada in Respect of the Retention Allowance for Compensation Advisors
 - NEW Appendix - Memorandum of Understanding Between the Parks Canada Agency and the Public Service Alliance of Canada with Respect to Gender-Inclusive Language
 - NEW Appendix - Memorandum of Understanding Between the Parks Canada Agency and the Public Service Alliance of Canada with Respect to a Joint Learning Program
 - NEW Appendix - Memorandum of Understanding Between the Parks Canada Agency and the Public Service Alliance of Canada with Respect to Maternity and Parental Leave without Pay
 - NEW Appendix - Memorandum of Understanding Between the Parks Canada Agency and the Public Service Alliance of Canada with Respect to Employment Equity, Diversity and Inclusion Training and Informal Conflict Management Systems.
3. The administrative items agreed to and signed during the course of negotiations, attached as **Annex C** of the Memorandum of Settlement.
 4. The effective dates for economic increases will be specified in this Memorandum of Settlement. All components of the agreement unrelated to pay administration will come into force on signature of the collective agreement.
 5. The Employer and the Public Service Alliance of Canada agree to withdraw all other outstanding items.
 6. Unless otherwise agreed between the parties during negotiations, existing provisions and appendices in the collective agreement are renewed.

7. 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.
8. The tentative agreements is subject to approval by Parks Canada Agency.

ANNEX A

APPENDIX “A” - ANNUAL RATES OF PAY AND PAY NOTES

- **Effective August 5, 2021 - 1.50 % (General economic increase)**
- **Effective August 5, 2022 - 3.5%(General economic increase)**
- **Effective August 5, 2022 – 1.25 % (Wage adjustment)**
- **Effective August 5, 2023 - 3.00% (General economic increase)**
- **Effective August 5, 2024 - 2.00% (General economic increase)**
- **Effective August 5, 2024 – 0.25 % (Wage adjustment)**

One-time lump-sum payment of \$2,500 Signing Bonus:

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 represented positions on the date of signing of the collective agreement.
- This one-time allowance will be paid to incumbents of represented positions within Parks Canada for the performance of regular duties and responsibilities associated with their position.
- Payment will be issued according to implementation timelines with Respect to Implementation of the Collective Agreement.
- **If an employee is eligible for compensation in respect to the one-time allowance related to the performance of regular duties (and responsibilities) under more than one collective agreement, the employee shall receive the allowance only once.**

APPENDIX “I” – GROUP SPECIFIC PROVISIONS

DELETION OF THIS CLAUSE

~~3.4 Thirty Seven Decimal Five Hours Work Week~~

~~In the event that the Agency confirms that any GS employees are working a normal 37.5 work week, the Agency agrees that:~~

~~Notwithstanding Appendix “B” Hours of Work Code, the Agency agrees to maintain the thirty seven decimal five (37.5) hour per work week of the seven decimal five (7.5) hour per day schedule for those employees who, as of February 23, 1989, were working a scheduled thirty seven decimal five (37.5) hours per week of seven decimal five (7.5) hours per day.~~

Effective August 5, 2023, Market adjustment of **3%** for:

- o GL-COI sub-group
- o GL-MAM sub-group
- o GL-MDO sub-group
- o GL-VHE sub-group
- o HP group

Effective August 5, 2023, Market adjustment of **4%** for the SC

Effective August 5, 2023, Pay Line Adjustment of **0.5%** to be applied to the following classification:

- o AR group
- o AS group
- o BI group
- o CO group
- o CR group
- o CS group
- o DD group
- o EC group
- o ED group
- o EG group
- o EL group
- o EN group
- o ES group
- o FI group
- o FO group
- o GL-BOB sub-group
- o GL-EIM sub-group

- o GL-ELE sub-group
- o GL-PIP sub-group
- o GL-WOW sub-group
- o GL-MAN sub-group
- o GL-MOC sub-group
- o GL-PCF sub-group
- o GL-PRW sub-group
- o GS-BUS sub-group
- o GS-MPS sub-group
- o GS-PRC sub-group
- o GS-STC sub-group
- o GT group
- o HR group
- o IS group
- ~~o LS group~~
- o PC group
- o PG group
- o PM group
- o PY group
- o SE group
- o SI group
- o ST group

The implementation of these adjustments will be made in accordance with the implementation timelines as per the Collective Agreement.

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 August 5, 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 August 5, 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.

The Library Science (LS)– Wage Adjustment

Effective August 5, 2023 - A wage adjustment of 1.0% for all employees in the Library Science (LS) group.

ARTICLE 63 - DURATION

63.01 The duration of this collective agreement shall be from the date it is signed to August 4th ~~2021~~**2025**.

ANNEX B

ARTICLE 2 – INTERPRETATION AND DEFINITIONS

“common-law partner” (conjoint de fait) means a person ~~living~~ **cohabiting** in a conjugal relationship with an employee for a continuous period of at least one (1) year.

“family” (famille) except where otherwise specified in this agreement, means father, mother (or, alternatively, stepfather, stepmother, or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner spouse ~~resident~~ **cohabiting** with the employee), child (including child of common-law partner), stepchild, foster child or ward of the employee, grandchild, father-in-law, mother-in-law, daughter-in-law, son in-law, the employee’s grandparents and relative permanently residing in the employee’s household or with whom the employee permanently resides

ARTICLE 9 – INFORMATION

9.02 ~~The Agency agrees to supply each employee with access to a copy of the collective 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.

ARTICLE 11 - USE OF AGENCY FACILITIES

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

ARTICLE 13 - LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

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

13.12 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.**
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ARTICLE 17 - NO DISCRIMINATION AND SEXUAL HARASSMENT

17.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced 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.

17.05 ~~Upon request by the complainant(s) and/or respondent(s),~~ **The Agency 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*.

ARTICLE 20 – JOB SECURITY

20.02 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.

20.03 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.

Article 21 - Technological change

21.02 In this article, “Technological Change” means:

- a) the introduction by the Agency of equipment, ~~or~~ material, **systems or software** of a different nature than that previously utilized;

and

- b) a **significant** change in the Agency’s operation directly related to the introduction of that equipment, ~~or~~ material, **systems or software**.

ARTICLE 23 - SHIFT PREMIUMS

23.02 Weekend Premium

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

ARTICLE 24 – OVERTIME

24.07

...

- d) Meal allowances under this clause shall not apply to an employee who is on travel status which entitles the employee to claim expenses for lodging and/or meals **or to an employee who had obtained authorization to work at the employee's residence.**

ARTICLE 27- DESIGNATED PAID HOLIDAYS

Subject to clause 27.02, 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. **National Day for Truth and Reconciliation**
- h. ~~g.~~ the day fixed by proclamation of the Governor in Council as a general day of thanksgiving;
- i. ~~h.~~ Remembrance Day;
- j. ~~i.~~ Christmas Day;
- ~~k-j.~~ Boxing Day;
- l. ~~k.~~ one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first (1st) Monday in August;
- m. ~~l.~~ one additional day when proclaimed by an act of Parliament as a national holiday.

ARTICLE 31 – LEAVE GENERAL

31.08 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/her under the terms of any other collective agreement ~~to which the Agency is a party~~ or under other rules or regulations ~~of the Agency~~ **applicable to organizations within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act.**

ARTICLE 35 – MEDICAL APPOINTMENTS FOR PREGNANT EMPLOYEES

35.01 Up to three decimal seven five (3.75) or four (4) hours (according to the Hours of Work Code) of reasonable time off with pay will be granted to pregnant employees for the purpose of attending **each** routine medical appointment.

ARTICLE 42 – LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

42.03 Subject to clause 42.02, the Agency shall grant leave with pay under the following circumstances:

- a. to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- b. to provide for the immediate and temporary care of a sick member of the employee's family and to provide 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.g. ~~seven decimal five (7.5)~~ **fifteen (15)** or ~~eight (8)~~ **sixteen (16)** hours (according to the Hours of Work Code) out of the thirty-seven decimal five (37.5) or forty (40) hours (according to the Hours of Work Code) stipulated in clause 42.02 above may be used to attend ~~an~~ appointments with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible;

ARTICLE 46 – BEREAVEMENT LEAVE WITH PAY

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

ARTICLE 50 – LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

50.02 ~~Volunteer and~~ Personal Leave

RENAMING 50.02 – ~~VOLUNTEER AND~~ PERSONAL LEAVE

In any fiscal year, an employee is entitled to no more than fifteen (15) or sixteen (16) hours (in accordance with the Hours of Work Code) of ~~combined personal and volunteer~~ leave.

~~Effective April 1st 2018, Volunteer leave is deleted from the collective agreement.~~

a) Subject to operational requirements as determined by the Agency and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year fifteen (15) or sixteen (16) hours (in accordance with the Hours of Work Code) of leave with pay for reasons of a personal nature. This leave can be taken in periods of seven decimal five (7.5) or eight (8) hours (in accordance with the Hours of Work Code) or three decimal seven five (3.75) or four (4) hours (in accordance with the Hours of Work Code) each.

b) ...

ARTICLE 58 – PART-TIME EMPLOYEES

Designated holidays for Part-Time Employees

58.06 A part-time employee shall not be paid for designated holidays but shall instead be paid four ~~and one-quarter~~ **decimal six per cent (4.25–4.6%)** for all straight-time hours worked.

a. Should an additional day be proclaimed by an act of Parliament as a national holiday, as per paragraph 27.01 (l), this premium will increase by zero decimal thirty-eight (0.38) percentage points.

NEW ARTICLE – LEAVE FOR INDIGENOUS TRADITIONAL PRACTICES

XX.01 Subject to operational *which* requirements as determined by the Employer, fifteen (15) **or sixteen(16) hours (in accordance with the Hours of Work Code)** of leave with pay and twenty-two decimal five (22.5) **or twenty-four (24) hours (in accordance with the Hours of Work Code)** 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 As an alternative to leave without pay as per clause XX.01, at the request of the employee and at the discretion of the Employer, time off with pay, up to a total amount of twenty-two decimal five (22.5) or twenty-four (24) hours (in accordance with the Hours of Work Code), may be granted to the employee in order to fulfill their traditional Indigenous practices. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.

XX.05 Leave or time off with pay 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) **or eight (8) hours (in accordance with the Hours of Work Code).**

APPENDIX “F” – ALLOWANCE FOR HVAC TECHNICIANS

**MEMORANDUM OF UNDERSTANDING
BETWEEN
PARKS CANADA THE PARKS CANADA AGENCY
(HEREINAFTER CALLED THE AGENCY)
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(HEREINAFTER CALLED THE PSAC) IN RESPECT OF THE ALLOWANCE FOR
THE GL GENERAL LABOUR AND TRADES MACHINERY MAINTAINING SUB-
GROUP (MAM)**

1. Effective on the date of signing of the collective agreement, in an effort to address recruitment and retention problems of the GL-MAM refrigeration HVAC technicians, the Agency will provide an annual terminable allowance of ~~eight thousand~~ **nine thousand five hundred** dollars ~~\$8,000~~ **(\$9,500)** to incumbents of GL-MAM refrigeration HVAC technicians who have refrigeration and air conditioning mechanic certification and perform the duties of GL-MAM refrigeration HVAC technician.
2. The parties agree that GL-MAM refrigeration HVAC technicians shall be eligible to receive an annual “terminable allowance” subject to the following conditions:
 - a) An employee in a position outlined above shall be paid the terminable allowance for each calendar month for which the employee receives at least (80) hours’ pay at the GL-MAM rates of pay of this appendix;
 - b) The allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this agreement;
 - c) A seasonal employee shall be entitled to the terminable allowance on a pro-rata basis;
 - d) An employee shall not be entitled to the allowance for periods he/she is on leave without pay or under suspension.
3. This Memorandum of Understanding expires on **August 4, 2025**

Signed at Ottawa, this XXXX day of the month of XXX 2023.

APPENDIX “G” – ALLOWANCE FOR LAW ENFORCEMENT OFFICERS

**MEMORANDUM OF UNDERSTANDING
BETWEEN
PARKS CANADA THE PARKS CANADA AGENCY
(HEREINAFTER CALLED THE AGENCY)**

AND

**THE PUBLIC SERVICE ALLIANCE OF CANADA
(HEREINAFTER CALLED THE PSAC)**

**IN RESPECT OF THE ALLOWANCE FOR THE GT – GENERAL TECHNICAL GROUP
WORKING AS LAW ENFORCEMENT OFFICERS**

1. The Agency will provide an annual allowance to incumbents of General Technical (GT) group positions, GT-04 and GT-05 levels, for the performance of their duties as listed below.
2. The parties agree that GT employees shall be eligible to receive the annual allowance in the following amounts and subject to the following conditions.
 - a) Commencing on **August 5, 2021**, GT employees who perform duties of Enforcement Officers and who are fully designated with Peace Officer powers shall be eligible to receive an annual allowance to be paid bi-weekly;
 - b) The allowance shall be paid in accordance with the following table:

Annual allowance: General Technical (GT)

Positions	Annual Allowance
GT-04	\$3,534 \$6500
GT-05	\$3,534 \$6500

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

Signed at Ottawa, this XXX day of the month of XXX 2023.

APPENDIX “J” – MEMORANDUM OF UNDERSTANDING BETWEEN THE PARKS CANADA AGENCY AND THE PUBLIC SERVICE ALLIANCE OF CANADA IN RESPECT OF 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.

APPENDIX “K” – WORFORCE ADJUSTMENT**4.2 SURPLUS EMPLOYEES**

4.2.2 The Agency is responsible for ensuring that an appropriate retraining plan is prepared and is agreed to in writing by the employee and the Chief Executive Officer. The Agency 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. **The Agency 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, with the approval of the Agency, providing:

[...]

d) the Agency cannot justify, **in writing**, a decision not to retrain the individual.

6.4 OPTIONS

6.4.1 b) Transition Support Measure (TSM) is a ~~cash~~ **lump-sum** payment based on the employee's years of service as per Annex B made to the opting employee. Years of service is the combined years of service in the Public Service immediately prior to appointment to the Agency, for which he or she was not granted a Transition Support Measure, plus years of service with the Agency. Employees choosing this Option must resign but will be considered to be laid-off for purposes of severance pay. The TSM shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2) year period.

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

ANNEX A STATEMENT OF PENSION PRINCIPLES

1. The new employer will have in place, or ~~Her~~ **His** Majesty in right of Canada will require the new employer to put in place, reasonable pension arrangements for transferring employees. [...]
 3. ~~Her~~ **His** Majesty in right of Canada will seek portability arrangements between the Public Service Superannuation Plan and the pension plan of the new employer where a portability arrangement does not yet exist. Furthermore, ~~Her~~ **His** Majesty in right of Canada will seek authority to permit employees the option of counting.
-

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

1. In an effort to increase retention of Compensation Advisors at the CR-05, AS-01, AS-02, AS03 and AS-04 group and levels, the Agency will provide an allowance to incumbents of CR-05, AS-01, AS-02, AS-03 and AS-04 Compensation Advisor positions for the performance of Compensation and Benefit duties.

2. The parties agree that CR-05, AS-01, AS-02, AS-03 and AS-04 Compensation Advisors who perform the duties of positions identified above shall be eligible to receive a “Retention Allowance” in the following amounts and subject to the ~~following~~ conditions **outlined in this appendix** :

a) Effective according to the dates determined by ~~subparagraph 2) a) ii)~~ of Appendix J (MOU on Implementation), CR-05, AS-01, AS- 02, AS-03 and AS-04 Compensation Advisors who perform the duties of positions ~~identified above~~ **outlined in this appendix** shall be eligible to receive an allowance to be paid biweekly;

b) All AS-01, AS-02 or AS-03 Compensation Advisors working at the Agency shall be paid the **applicable** daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix A of the collective agreement. This daily amount is equivalent to the annual amount set out below divided by two hundred and sixty decimal eighty eight (260.88);

Retention Allowance

Annual Amount ~~\$2,500~~ \$3,500

Daily Amount ~~\$9.58~~ 13.42

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

Retention Allowance

Annual Amount \$3,500

Daily Amount \$13.42

- d) The Retention Allowance specified above does not form part of an employee's salary;
- e) The Retention Allowance will be added to the calculation of the weekly rate of pay for the maternity and parental allowances payable under article 37 and 39 of this collective agreement;
- f) Subject to g) below, the amount of the Retention Allowance payable is that amount specified in **either** paragraph 2 b) or c) for the level prescribed in the certificate of appointment of the employee's ~~CR-05, AS-01, AS-02, AS-03 and AS-04~~ position;
- g) When a Compensation Advisor or employee as defined in clause 1 **or 2** above is required by the Agency to perform duties of a ~~higher~~ classification level ~~in accordance with clause 60.07~~ **that does not have a retention allowance**, the Retention Allowance shall not be payable for the period during which the employee performs the duties. ~~of a higher level.~~
3. A part-time Compensation Advisor receiving the allowance shall be paid the daily amount shown **in either paragraphs 2 b) or c)** above divided by seven decimal five (7.5), for each hour paid at their hourly rate of pay.
4. An employee shall not be entitled to the allowance for periods he/she is on leave without pay or under suspension.
5. This Memorandum of Understanding expires with the signing of a new collective agreement.

Signed at Ottawa, this XXXX day of the month of xxx 2023

NEW APPENDIX - MOU ON GENDER INCLUSIVE LANGUAGE

**APPENDIX “X”
MEMORANDUM OF UNDERSTANDING
BETWEEN PARKS CANADA THE PARKS CANADA AGENCY
(HEREINAFTER CALLED THE AGENCY)
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(HEREINAFTER CALLED THE PSAC)
IN RESPECT TO GENDER-INCLUSIVE LANGUAGE**

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

Both parties are committed to and support gender neutrality and inclusivity. To that end, the parties commit to, during the life of the above-noted collective agreement, establishing a Joint Committee to review the collective agreement to identify opportunities to render the language more gender-inclusive. The parties agree that any changes in language will not result in changes in application, scope or value.

Both parties acknowledge that gender neutrality is more difficult to achieve in the French language compared to the English language, but are committed nonetheless to further supporting and increasing gender neutrality and inclusivity in the collective agreement.

Signed at Ottawa, this XXXX day of the month of XXX 20XX.

NEW APPENDIX – JOINT LEARNING PROGRAM**MEMORANDUM OF UNDERSTANDING
BETWEEN THE PUBLIC SERVICE ALLIANCE OF CANADA
AND
THE PARKS CANADA AGENCY
IN RESPECT TO A JOINT LEARNING PROGRAM**

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

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

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

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

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

This Memorandum of Understanding expires on August 4, 2025

Signed at Ottawa, this XXXX day of the month of XXX 2023.

NEW APPENDIX - MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE PARKS AGENCY 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 Parks Canada Agency and the Public Service Alliance of Canada (PSAC) regarding the review of language under the maternity leave without pay (article 37) and parental leave without pay (articles 39) in the collective agreement.

The parties commit to consider the outcome of the exercise agreed between the PSAC and the Treasury Board of Canada (TBS) in April 2023 in relation to the review of the maternity leave without pay and parental leave without pay provisions of the collective agreement, to identify opportunities to simplify the language. The parties also commit to consider the outcome of the exercise of comparing the interactions between the collective agreement and the Employment Insurance Program and Québec Parental Insurance Plan.

The parties agree that the opportunities identified throughout this exercise will not result in changes in application, scope or value of article 37 or article 39 of the collective agreement.

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

MEMORANDUM OF UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
PARKS CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA –WITH RESPECT TO
EMPLOYMENT EQUITY, DIVERSITY AND INCLUSION TRAINING AND INFORMAL CONFLICT
MANAGEMENT SYSTEMS**

- 1. The parties acknowledge that the Treasury Board of Canada and the Public Service Alliance of Canada entered into a Memorandum of Understanding with respect to a joint review on employment equity, diversity and inclusion (EEDI) training and informal conflict management systems whereby they commit to establish a Joint Committee to review existing training courses related to EEDI which are currently available to employees in the Core Public Administration.**
- 2. The Parks Canada Agency commits to consider the recommendations from the above-noted Joint Committee.**

This Memorandum of Understanding expires on the expiry date of this Collective Agreement.

ANNEX C

PSAC-PC Agreed Matters Housekeeping Items			
HOUSEKEEPING ITEMS MATTERS AGREED ON BETWEEN THE PARKS CANADA AGENCY (HEREINAFTER CALLED THE AGENCY) AND THE PUBLIC SERVICE ALLIANCE OF CANADA (THEREINAFTER CALLED THE PSAC)			
Article / Clause	Subject	Current Language	Language actuel
2 01	Interpretation and Definitions	"employee" means a person so defined by the Federal Public Sector Labour Relations Act and who is a member of the bargaining unit (employee);	S/C
2 02	Interpretation and Definitions	a) If defined in the Federal Public Sector Labour Relations Act (FPSLRA) have the same meaning as given to them in the Federal Public Sector Labour Relations Act FPSLRA.	a) si elles sont définies dans la Loi sur les relations de travail dans le secteur public fédéral (LRTSPF), ont le même sens que celui qui leur est donné dans ladite loi.
8 01	Recognition	8 01 The Agency recognizes the Alliance as the exclusive bargaining agent for all employees described in the certificate issued by the Federal Public Sector Labour Relations and Employment Board (FPSLEEB) on May 11, 2001.	8 01 L'Agence reconnaît l'Alliance comme agent négociateur exclusif de tous les employés visés dans le certificat délivré par la Commission des relations de travail dans le secteur public fédéral (CRTESPF) le 11 mai 2001.

1305	Réunions se tenant au cours de la procédure de règlement des griefs	S/O	1308 Sous réserve des nécessités du service
1401	EMPLOYÉS TRAVAILLANT DANS LES ÉTABLISSEMENTS D'AUTRES EMPLOYEURS	S/O	c) Lorsqu'un représentant d'employé assiste à une réunion dont il est question dans le présent paragraphe, il ou elle bénéficie d'un congé payé si la réunion se tient dans son Unité de gestion, Centre de services ou Bureau national, et d'un congé non payé si la réunion se tient à l'extérieur de son Unité de gestion, Centre de services ou Bureau national ou de l'aire de compétence du représentant. 1401 Les employés qui se voient empêcher d'exercer leurs fonctions à cause d'une grève ou d'un lock-out dans l'établissement d'un autre employeur, signent la chose à l'Agence, et celle-ci devra faire tous les efforts raisonnables pour fournir ailleurs à ces employés un travail qui leur assure une rémunération normale et les avantages auxquels ils ou elles auraient normalement droit.
1501	Greivance Procédure	c) Under section 62 of the FRS/LR Relations Federal Public Sector Labour Relations Regulations (FPS/LR), if the parties avail themselves of an informal conflict management system established under section 207 of the FRS/LR, to settle a grievance, the time prescribed in this part is suspended until either party gives to the other notice in writing to the contrary.	c) Selon l'article 62 des Règlementés de la GRIE/SPE Règlement sur les relations de travail dans le secteur public fédéral (RRT/SPF), si les parties se prévalent d'un mécanisme de gestion informelle des conflits établi en vertu de l'article 207 de la LRT/SPF pour régler un grief, tout délai prévu dans ce présent article est suspendu jusqu'à ce que l'une ou l'autre des parties en avise l'autre par écrit du contraire.
1613	Grève de principe	S/O	Un grief de principe sera présenté au dernier palier de la procédure de griefs au représentant de l'Alliance ou de l'Agence, le cas échéant, ayant l'autorité de traiter ce grief. La partie qui rapporte le grief doit fournir à l'autre partie un récépissé indiquant la date à laquelle le grief a été reçu.
3211	Report et épurement des congés annuels	S/O	a) Lorsque au cours d'une année de congé annuel, l'employé ne peut écouler tous les crédits de congé annuel auxquels il ou elle a droit, la portion inutilisée des crédits de congés annuels, jusqu'à concurrence de deux cent soixante-deux virgule cinq (262,5) ou deux cent quatre-vingts (260) heures (selon le Code des heures de travail), est reportée à l'année de congé annuel suivante. Tous les crédits de congé annuel en sus de deux cent soixante-deux virgule cinq (262,5) ou deux cent quatre-vingts (260) heures (selon le Code des heures de travail de l'employé) sont automatiquement payés en argent au taux de rémunération journalier de l'employé et calculé selon la classification indiquée dans sa lettre d'offre de son poste détaché le dernier jour de l'année de congé annuel.

44.04	Congé de mariage payé	N/A	42.04 44.04 Dans le cas de l'employé-e qui justifie de moins de deux (2) années d'emploi continu, en cas de cessation d'emploi pour des raisons autres que le décès ou la mise en disponibilité dans les six (6) mois qui suivent l'attribution du congé prévu aux paragraphes 44.01 et 44.02 qui précèdent, un montant égal au montant versé à l'employé-e au cours de la période de congé est recouvré par l'Agence sur toute autre somme d'argent due à l'employé-e.
50.03 c)	LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS / CONGÉS PAYÉS OU NON PAYÉS POUR D'AUTRES MOTIFS c) Le nombre d'heures de congé payé pour violence familiale qui peut être accordé en vertu de cet article n'excédera pas soixante-quinze (75) heures ou quatre-vingts (80) heures (selon le Code des heures de travail) au cours d'une année financière.		
59.02	Indemnité de départ	S/O	59.02 Les indemnités de départ payables à l'employé-e en vertu du présent article sont réduites de manière à tenir compte de toute période d'emploi continu pour laquelle il ou elle a déjà reçu une forme quelconque d'indemnité de cessation d'emploi. En aucun cas doit-il y avoir cumul des indemnités de départ maximales prévues aux paragraphes 59.01 et 59.04. Pour plus de précision, les paiements tenant lieu de l'indemnité de départ suivant l'élimination de l'indemnité en cas de départ volontaire (démission et retraite) et versés en vertu des paragraphes 59.04 à 59.07 de l'appendice S ou de dispositions similaires contenues dans d'autres conventions collectives est sont considérés comme une indemnité de cessation d'emploi.

**LETTER OF AGREEMENT
BETWEEN
THE PARKS CANADA AGENCY
(HEREINAFTER CALLED THE AGENCY)
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(HEREINAFTER CALLED THE PSAC)**

WITH RESPECT TO the Law Enforcement Branch - Service Delivery and Occupational Review

The parties agree to sign a Letter of Agreement with Respect to the Law Enforcement Branch - Service Delivery and Occupational Review

The parties agree to sign a Letter of Agreement with Respect to the review of the Law Enforcement Branch that will not form part of the Collective Agreement.

The Parks Canada Agency will undertake a review of its Law Enforcement Branch. The Review will focus on four themes:

1. SERVICE DELIVERY - An examination of whether the law enforcement services delivered to field units, including the development of Service Delivery Agreements and the annual process to review and develop priorities, is effective and relevant.
2. OCCUPATIONAL REQUIREMENTS - An examination of whether the current occupational requirements of park wardens are relevant to the work performed by park wardens, and whether they are efficient and effective in ensuring officer safety.
3. RECRUITMENT AND RETENTION - An examination of the current workforce composition, geographic distribution, skills, competencies, and other metrics to identify workforce gaps and opportunities in light of future needs and labour market availability. An examination of program and people management as it pertains to recruitment, retention, and talent management.
4. RELATIVITY - A review of the relativity of the park warden position and program to other federal conservation enforcement organizations with respect to training/certification requirements, recruitment, retention, and occupational requirements.

The Park Warden role, functional model of the Law Enforcement Branch, governance, and reporting are not in-scope for this review.

Parks Canada will consult with Park Wardens, and they will be meaningfully engaged by the consultant to provide their views during the course of the review.

The review report will provide analysis that will be used by the Parks Canada Agency to inform a management action plan.

This letter of agreement expires on 04 August, 2025

Signed at Ottawa, this 25th day of the month of June 2023.

For Parks Canada Agency

For the Public Service Alliance of Canada

**LETTER OF AGREEMENT
BETWEEN
THE PARKS CANADA AGENCY
(HEREINAFTER CALLED THE AGENCY)
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(HEREINAFTER CALLED THE PSAC)
ON
HYBRID WORK ARRANGEMENTS**

The parties agree to sign a Letter of Agreement with respect to Hybrid Work Arrangements that will not form part of the collective agreement.

In keeping with the Employer's Guide on Hybrid Work Arrangements, this letter of agreement is to confirm the parties' shared understanding on hybrid work arrangements: work performed by an employee from an alternate location other than an Agency designated worksite.

The parties acknowledge that:

1. Hybrid work arrangements can be initiated by the employee, are voluntary and require the mutual agreement of the employee and the President and Chief Executive Officer of the Agency or the delegated authority in accordance with the Delegation of Human Resources (HR) Authorities.
2. Hybrid work arrangements are subject to regular review (at least annually) and may be terminated by either party at any time with reasonable notice.
3. A Hybrid work arrangement 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 hybrid work arrangement coming into effect. Any arrangement may be modified with the mutual agreement of the parties.
5. Employee requests for hybrid work agreements 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.

Agency Panel on Hybrid Work Agreements

The Letter of Agreement provides for the creation of a panel to address the employee's dissatisfaction with a decision resulting from the application of the Employer's Guide on Hybrid Work Arrangements and the Agency's Rollout of on-site presence, which may be amended from time to time.

The parties recognize:

- That this letter of agreement does not negate any grievance rights as outlined in the *Federal Public Sector Labour Relations Act* and relevant regulations.
- The importance of a consistent application of the Employer's Guide on Hybrid Work Arrangements which accounts for the Agency's realities and operations.
- The creation of such a panel to address matters related to hybrid work arrangements supports informal discussions and satisfactory resolution of such matters.

Based on the above recognition, the parties agree that:

- The Agency and the PSAC 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 Guide on Hybrid Work Arrangements and the Agency's Rollout of on-site presence.
- These terms of reference will incorporate the following principles:
 - The creation of a panel with equal representation from the PCA and the PSAC that will review decisions resulting from the application of the Employer's Guide on Hybrid Work Arrangements and the Agency's Rollout of on-site presence.
 - If no settlement has been reached prior to the final step of the grievance procedure prescribed in the collective agreement, the employee may refer the grievance to the panel established for this purpose, at which point the grievance will be held in abeyance pending the completion of the review by the panel.
 - The panel will review the submissions presented by the parties and submit a recommendation to the Vice-President of the Human Resources and Wellness in accordance with the Delegation of Human Resources (HR) Authorities for decision making as part of the final level in the grievance procedure.
 - This process will proceed on a trial basis for the duration of this letter of agreement.

Joint Consultation Forum on the Agency's Guide on Hybrid Work Arrangements

The Agency also commits to establishing a Joint Consultation Committee for the review of the Agency's Guide on Hybrid Work Arrangements.

The Joint Consultation Committee will:

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

Information

- In addition to the above, the Employer, subject to the *Access to Information Act and Privacy Act*, will endeavour to share information and consult regularly with the PSAC on opportunities and challenges related to hybrid work including data collected related to the above Agency panel on hybrid work arrangements, where available.

This letter of agreement expires on August 4, 2025.

Signed at Ottawa, this 25th day of the month of June 2023.

For Parks Canada Agency

For the Public Service Alliance of Canada

LETTER OF AGREEMENT

**BETWEEN
THE PARKS CANADA AGENCY
(HEREINAFTER CALLED THE AGENCY)**

**AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(HEREINAFTER CALLED THE PSAC)**

WITH RESPECT TO SENIORITY IN THE CONTEXT OF WORKFORCE ADJUSTMENT SITUATIONS

The parties agree to sign a Letter of Agreement with Respect to Seniority in the context of Workforce Adjustment Situations

The following letter of agreement does not form part of the collective agreement and is not included in any related appendix.

Letter of Agreement between the Parks Canada Agency and the Public Service Alliance of Canada with Respect to Seniority in the context of Workforce Adjustment Situations

The parties acknowledge that the Treasury Board of Canada and the Public Service Alliance of Canada (the PSAC) have entered into a Letter of Agreement with respect to Seniority in the context of Workforce Adjustment Situations. As per that agreement, the parties therein have agreed to submit a proposal to the Public Service Commission of Canada and to make recommendations to the effect that it consider and study the possibility of including the consideration of seniority in workforce adjustment situations.

Should the above result in amendments of the *Public Service Employment Regulations*, the Agency agrees to engage in meaningful consultation with the Alliance regarding those amendments.

This Letter of Agreement expires on August 4, 2025.

Signed at Ottawa, this 25th day of the month of June 2023.

For Parks Canada Agency

For the Public Service Alliance of Canada