



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

**TENTATIVE AGREEMENT**  
**TO SETTLE OUTSTANDING COLLECTIVE BARGAINING ISSUES**  
**BETWEEN THE**  
**PUBLIC SERVICE ALLIANCE OF CANADA**  
**AND**  
**THE TREASURY BOARD OF CANADA**  
**IN RESPECT OF THE BORDER SERVICES (FB) GROUP MEDIATION**



File: 2121-F0005-03

June 13, 2024

**TO: ALL PSAC MEMBERS AT THE BORDER SERVICES (FB) GROUP**

**RE: RATIFICATION OF TENTATIVE AGREEMENT**

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On June 11<sup>th</sup>, after two years of negotiations, two strike deadlines and 8 straight days of marathon talks, our Bargaining Team has reached a Tentative Agreement with the Treasury Board and CBSA.

### **WAGES AND ECONOMIC INCREASES**

Our agreement provides for an overall pensionable increase of **15.7%** over 4 years.

- Effective June 21, 2022 – 3.5% + 1.25% for a total compounded increase of **4.8%**
- Effective June 21, 2023 – 3% + 2.8% for a total compounded increase of **5.9%**
- Effective June 21, 2024 – 2% + .25% for a total compounded increase of **2.25%**
- Effective June 21, 2025 – **2%**

All increases are retroactive to June 21, 2022

**These increases in salary greatly exceed increases provided across the broader law enforcement community in Canada – including the RCMP – to date for these years.**

The Union has also secured a two-thousand five hundred dollar pensionable lump sum payout for all employees in the bargaining unit upon date of signing.

### **DURATION**

- The agreement is a four-year collective agreement with an expiration date of **June 20, 2026**.

### **OTHER HIGHLIGHTS**

- A 12.5% increase in shift and weekend premium (from \$2.00 to \$2.25 an hour). Our shift and weekend premiums are now the highest in the federal law enforcement community, and greatly exceed other major law enforcement organizations such as the OPP.
- Employees will now be able to access 4 weeks of vacation leave at 7 years of employment instead of 8 years of employment.
- Employees in Intelligence, Investigations and Inland Enforcement to now be reimbursed for up to \$500.00 a year for the purchase of plain clothes.
- A new annual Hearings officer allowance of \$500.00.
- A new pensionable, annual \$1000.00 allowance for non-uniform employees.
- Improvements regarding travelling time, including a reduction from 40 nights to 20 nights to access an additional day of leave.
- Expanded access to Family-Related Responsibility and Bereavement Leave.
- Employees entitled to additional money should the employer delay implementation of the contract.
- Employer must now reimburse employees for cost of medical certificates (up to \$35.00).

## **Technological Change**

The new agreement provides clear mechanisms for meaningful discussion and consultation with the Union on any proposed technological changes in the workplace. New protections in the context of the introduction of new systems and software.

## **Discipline**

Our new agreement ensures employee access to union representation in all disciplinary, administrative and investigative meetings conducted by CBSA management – including Professional Standards Investigations. There is also new language concerning CBSA management’s needing to conduct investigations over a reasonable period of time.

## **Hours of Work**

The Union has successfully defended our ability to negotiate VSSA’s at the local level and protected union members’ right to vote on local VSSA’s. A new committee is to be established to discuss line bidding by seniority beyond what is provided in the collective agreement. The Union has also defended members’ rights to access Leave Without Pay for Care of Family without reference to operational requirements.

## **Telework**

In line with other settlements, 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.

In addition to the letter signed between PSAC and Treasury Board, the President of CBSA has, in tandem with negotiations, committed in writing to establish a national joint CIU-CBSA committee to engage in consultation concerning the hybrid work model at CBSA. The committee has committed to meet immediately, well before September 2024.

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.

Your bargaining team consisting of:

Adam Laliberté, Bargaining Team Member  
Brea Baresinkoff, Bargaining Team Member  
Marjorie Gavel, Bargaining Team Member  
Mike Fraser, Bargaining Team Member  
Jacqueline Monk, Bargaining Team Member  
Lisa Morgan, Bargaining Team Member

Keith Palmer, Bargaining Team Member  
Shane Paul, Bargaining Team Member  
Stewart Saunderson, Bargaining Team Member  
Jordan Smith, Bargaining Team Member  
Morgan Gay, PSAC Negotiator  
Darren Pacione, PSAC Research Officer

Unanimously recommends ratification of our new contract.

In Solidarity,



Sharon DeSousa  
National President, PSAC

c.c.: National Board of Directors  
Directors' Team  
Negotiations Section  
Essential Services & Exclusions  
Legal Services  
Regional Coordinators  
Reine Zamat, Supervisor, Membership Administration  
ROB National Mobilization  
Mark Populus, Member Information Manager  
Louise Casselman, Social Justice Fund Officer  
Laura Avalos, Social Justice Fund Advisor

## RATES OF PAY

### 4-year Collective Agreement

#### Rates of Pay (General Economic Increases):

Effective June 21, 2022 – **3.50% economic increase**

Effective June 21, 2023 – **3.00% economic increase**

Effective June 21, 2024 – **2.00% economic increase**

Effective June 21, 2025 – **2.00% economic increase**

#### Wage and Market Adjustments:

Effective June 21, 2022 – **1.25% wage adjustment**

Effective June 21, 2023 – **2.80% market adjustment**

Effective June 21, 2024 – **0.25% wage adjustment**

#### One-time allowance Related to the Performance of Regular Duties (and responsibilities):

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

**ARTICLE 65**

**DURATION**

**65.01** This agreement shall expire on **June 20, 2026** ~~2022~~.

## ARTICLE 27

### SHIFT AND WEEKEND PREMIUM

#### 27.01 Shift premium

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

#### 27.02 Weekend premium

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

## ARTICLE 34

### VACATION LEAVE WITH PAY

#### Accumulation of vacation leave credits

**34.02** For each calendar month in which an employee has earned at least seventy-five (75) hours' pay, the employee shall earn vacation leave credits at the rate of:

- a. nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's ~~seventh eighth~~ (7<sup>8</sup>th) year of service occurs;
- b. twelve decimal five (12.5) hours commencing with the month in which the employee's ~~seventh eighth~~ (7<sup>8</sup>th) anniversary of service occurs;
- c. thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
- d. fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- e. fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- f. sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;
- g. eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.



## **NEW APPENDIX**

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO PLAIN CLOTHES**

Employees involved in conducting covert duties are entitled to be reimbursed up to a maximum of five hundred dollars (\$500) once in the calendar year for the purchase of plain clothing, subject to the following conditions:

- i. Eligible employees include incumbents of the following positions: Inland Enforcement Officer at the FB-03 group and level, Intelligence Officer at the FB-04 group and level, or Criminal Investigator at the FB-05 group and level.
- ii. If employees are incumbents of the noted positions for less than the calendar year, but for a continuous period totaling one calendar month (30 days) or more in that year, they are entitled to be reimbursed up to the prorated amount of the maximum reimbursement.
- iii. As a condition for reimbursement, employees must provide receipt(s) upon completion of the calendar year.
- iv. Payment will be issued according to implementation timelines as per Appendix D - Memorandum of Understanding with Respect to Implementation of the Collective Agreement.

This memorandum of understanding expires on June 20, 2026.

## **NEW APPENDIX**

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO HEARINGS OFFICERS**

The parties agree that incumbents of Hearings Officer positions at the FB-05 group and level shall be eligible to receive an annual allowance of \$500 subject to the following conditions:

- i. An employee in a position outlined above shall be paid the annual allowance on a bi-weekly basis for each calendar month for which they receive at least seventy-five (75) hours' pay.
- ii. Part-time employees shall be entitled to the allowance on a pro-rata basis.
- iii. This allowance does not form part of an employee's salary.
- iv. Payment will be issued according to implementation timelines as per Appendix D - Memorandum of Understanding with Respect to Implementation of the Collective Agreement.

This memorandum of understanding expires on June 20, 2026.

## **NEW APPENDIX**

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO AN ANNUAL ALLOWANCE FOR NON-UNIFORMED EMPLOYEES**

This memorandum is to give effect to the understanding reached between the Treasury Board of Canada (the Employer) and the Public Service Alliance of Canada (the Alliance) in negotiations for the renewal of the agreement covering the Border Services (FB) bargaining unit.

Incumbents of non-uniformed FB positions (i.e., FB employees not in receipt of the paid meal premium) who are members of the bargaining unit on the date of signing of the collective agreement shall be eligible to receive an annual allowance of one thousand (\$1,000) dollars for the performance of their duties.

For subsequent years thereafter, incumbents of non-uniformed FB positions on September 1st of the respective year, will be eligible to receive an annual allowance of one thousand (\$1,000) for the performance of their duties.

Part-time employees shall be entitled to the allowance on a pro-rata basis.

Payment will be issued according to implementation timelines as per Appendix D - Memorandum of Understanding with Respect to Implementation of the Collective Agreement.

This memorandum expires on June 20, 2026.

**ARTICLE 32**  
**TRAVELLING TIME**

**32.08 Travel-status leave**

- a. An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his permanent residence for **twenty (20)** ~~forty (40)~~ nights during a fiscal year shall be granted seven decimal five (7.5) hours of time off with pay. The employee shall be credited seven decimal five (7.5) hours of additional time off with pay for each additional twenty (20) nights that the employee is away from his or her permanent residence, to a maximum of **one hundred (100)** ~~eighty (80)~~ additional nights.
- b. The maximum number of **hours** ~~days~~ off earned under this clause shall not exceed **forty-five (45) hours** ~~five (5) days~~ in a fiscal year and shall accumulate as compensatory leave with pay.
- c. This leave with pay is deemed to be compensatory leave and is subject to paragraphs 28.06(c) and (d).
- d. The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars, unless the employee is required to attend by the Employer.

## ARTICLE 43

### LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

**43.03** Subject to clause 43.02, the Employer shall grant the employee leave with pay under the following circumstances:

- a. to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- b. to provide for the immediate and temporary care of a sick member of the employee's family and to provide the employee with time to make alternative care arrangements where the illness is of a longer duration;
- c. to provide for the immediate and temporary care of an elderly member of the employee's family;
- d. for needs directly related to the birth or the adoption of the employee's child;
- e. to attend school functions if the supervisor was notified of the functions as far in advance as possible;
- f. to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
- g. **to visit a family member who, due to an incurable terminal illness, is nearing the end of their life;**
- h. **fifteen (15)** ~~seven decimal five (7.5)~~ hours out of the thirty-seven decimal five (37.5) hours stipulated in clause 43.02 above may be used to attend an appointment with a legal or paralegal representative for non-employment-related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

## ARTICLE 46

### BEREAVEMENT LEAVE WITH PAY

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

- a. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. An employee shall be entitled to bereavement leave with pay under 46.02~~1~~(a) only once during the employee’s total period of employment in the public service.

[....]

**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 grandparent of spouse.

## APPENDIX D

### 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.



## NEW APPENDIX

### MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO A JOINT COMMITTEE ON TECHNOLOGICAL CHANGE

This memorandum of understanding (MOU) is to give effect to the understanding reached between the Treasury Board and the PSAC with respect to the establishment of a technological change joint committee (subcommittee of the CBSA/CIU national labour management executive committee).

The parties are committed to engaging in meaningful discussions and consultation with respect to proposed technological changes (see Article 24). The committee will meet on a quarterly basis. If required and by mutual agreement, the parties may also meet on an ad hoc basis.

By way of this MOU, this committee will be established no later than six (6) months following the signing of the collective agreement.

This MOU expires on June 20, 2026.

## ARTICLE 24

### TECHNOLOGICAL CHANGE

**24.02** In this article, “technological change” means:

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

## ARTICLE 17

### DISCIPLINE

#### 17.02

- a. When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary, administrative or investigative hearing concerning him or her or to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Alliance attend the meeting. **The representative may participate in good faith in the discussion and contribute to the clarification of the situation.**

Where practicable, the employee shall receive a minimum of two (2) days' notice of such a meeting.

- b. **Reasonable effort shall be made to ensure that any disciplinary investigation, administrative investigation or any other form of investigation subject to this article will be conducted in a reasonable length of time.**

## APPENDIX B

### MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO THE VARIABLE SHIFT SCHEDULING ARRANGEMENTS

[...]

#### 1. Consultation process

**1.1** The intent of this Appendix is to provide the parties with a process to facilitate reaching agreement at the local level, within prescribed time frames **and consistent with clause 25.24.**

#### 2. VSSA discussions

**2.1** Local consultation pursuant to paragraph 25.24(a) of the agreement will take place within **five (5) twenty (20)** days of notice served by either party to reopen an existing variable shift schedule agreement or negotiate a new variable shift schedule arrangement. Prior to this meeting, the Employer will provide to the Union the following information in respect of its operational requirements:

- a. the number of scheduled employees required for each hour,  
and
- b. the rationale for scheduling.

## **LETTER OF UNDERSTANDING ON SHIFT SCHEDULING**

This letter of understanding is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Border Services (FB) bargaining unit.

The parties agree to establish a joint committee to pursue further discussion concerning line selection issues raised in negotiations. The parties agree to establish said committee within ninety (90) days of the signing of the collective agreement.

This letter of understanding expires on June 20, 2026.

## ARTICLE 2

### INTERPRETATION AND DEFINITIONS

#### 2.01

“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.

## 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*
  - ~~Memorandum of Understanding on Definition of Spouse~~
  - *Public Service Health Care Plan Directive*
  - *NJC Relocation 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*~~

## 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.**

## ARTICLE 12

### USE OF EMPLOYER FACILITIES

**12.02** The Employer will also continue its present practice of making available to the Alliance specific locations on its premises ~~and, where it is practical to do so on vessels,~~ for the placement of reasonable quantities of literature of the Alliance.

**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 and/or meetings with Alliance-represented employees. 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 18**  
**GRIEVANCE PROCEDURE**

[...]

**18.11** There shall be no more than a maximum of ~~four (4)~~ **three (3)** levels in the grievance procedure. These levels shall be as follows:

- a. Level 1: first level of management;
- b. Levels 2 ~~and 3~~ in departments or agencies where such levels are established (intermediate level~~s~~);
- c. Final level: chief executive or deputy head or an authorized representative.

~~Whenever there are four (4) levels in the grievance procedure, the grievor may elect to waive either Level 2 or 3.~~

No employer representative may hear the same grievance at more than one level in the grievance procedure.

[...]

## ARTICLE 19

### NO DISCRIMINATION

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

**19.049** ~~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.

## ARTICLE 20

### SEXUAL HARASSMENT

**20.0413** ~~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.

## ARTICLE 23

### JOB SECURITY

**23.01** Subject to the willingness and capacity of individual employees to accept relocation and retraining, the Employer will make every reasonable effort to ensure that any reduction in the workforce will be accomplished through attrition.

**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.

## ARTICLE 28

### OVERTIME

#### (EXTRA DUTY WORK PERFORMED FROM A REMOTE LOCATION)

##### 28.07 Meals

[...]

- 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:
  - i. to an employee who is in travel status, which entitles the employee to claim expenses for lodging and/or meals;
  - or
  - ii. **to an employee who has obtained authorization to work at the employee's residence.**

## ARTICLE 33

### LEAVE, GENERAL

~~33.06 An employee who, on the day that this agreement is signed, is entitled to receive furlough leave, that is, five (5) weeks' leave with pay upon completing twenty (20) years of continuous employment, retains his or her entitlement to furlough leave, subject to the conditions respecting the granting of such leave that are in force on the day that this agreement is signed.~~

**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*.**

## ARTICLE 34

### VACATION LEAVE WITH PAY

#### 34.03

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

#### 34.05

[...]

- a. [...]
  - i. not to cancel or alter a period of vacation ~~or furlough~~ leave which has been previously approved in writing.

**34.06** The Employer shall give an employee as much notice as is practicable and reasonable of approval, denial, alteration or cancellation of a request for vacation ~~or furlough~~ leave. In the case of denial, alteration or cancellation of such leave, the Employer shall give the reason therefore in writing, upon written request from the employee.

#### 34.09 Recall from vacation leave

- a. Where an employee is recalled to duty during any period of vacation ~~or furlough~~ leave, the employee shall be reimbursed for reasonable expenses that the employee incurs:

[...]

- b. The employee shall not be considered as being on vacation leave ~~or furlough leave~~ during any period in respect of which the employee is entitled under paragraph (a) to be reimbursed for reasonable expenses incurred by the employee.

#### 34.10 Cancellation or alteration of vacation leave

When the Employer cancels or alters a period of vacation ~~or furlough~~ leave which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate such losses.

[...]

**34.13** When an employee dies or otherwise ceases to be employed, the employee's estate or the employee shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation ~~and furlough~~ leave to the employee's credit by the daily rate of pay, as calculated from the classification prescribed in the certificate of appointment on the date of the termination of employment.

**34.16 Appointment to a separate agency**

Notwithstanding clause 34.13, an employee who resigns to accept an appointment with an organization listed Schedule V of the Financial Administration Act may choose not to be paid for unused vacation ~~and furlough~~ leave credits, provided that the appointing organization will accept such credits.

**34.17 Appointment from a separate agency**

The Employer agrees to accept the unused vacation ~~and furlough~~ leave credits, up to a maximum of two hundred and sixty-two decimal five (262.5) hours, of an employee who resigns from an organization listed in Schedule V of the Financial Administration Act in order to take a position with the Employer if the transferring employee is eligible and has chosen to have these credits transferred.

**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.**
- b. The vacation leave credits provided in paragraph 34.18(a) above shall be excluded from the application of paragraph 34.11, dealing with the carry-over and/or liquidation of vacation leave.



**ARTICLE 35**  
**SICK LEAVE WITH PAY**

**Granting of sick leave**

**35.02** An employee shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury provided that:

- a. he or she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer;  
and
- b. he or she has the necessary sick leave credits.

**35.03** Unless otherwise informed by the Employer, a statement signed by the employee stating that, because of illness or injury, he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 35.02(a).

**35.04 Medical certificates**

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

~~35.04~~ **35.05** When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 35.02, sick leave with pay may, at the discretion of the Employer, be granted to the employee for a period of up to one hundred and eighty-seven decimal five (187.5) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

## ARTICLE 41

### LEAVE WITHOUT PAY FOR CARE OF FAMILY

#### 41.02

~~Subject to operational requirements, a~~ An employee shall ~~may~~ be granted leave without pay for the care of family in accordance with the following conditions:

- a. an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
- b. leave granted under this article shall be for a minimum period of three (3) weeks;
- c. the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the public service;
- d. leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery;
- e. ~~an employee who intends to take leave granted requests leave during for a period of one (1) year or less during the summer leave period will submit their leave request on or before April 15, unless urgent or unforeseeable circumstances arise., and on or before September 15 for the winter leave period.~~ The summer leave period is defined as between June 1 and September 30.

## ARTICLE 61

### PART-TIME EMPLOYEES

#### Designated holidays

**61.08** A part-time employee shall not be paid for designated holidays but shall instead be paid four ~~decimal six and one-quarter percent~~ **decimal six and one-quarter percent** (4.6 ~~1/4~~%) 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 30.01(m), this premium will increase by zero decimal thirty-eight (0.38) percentage points.**
- b. The effective date of the percentage point increase will be within one hundred and eighty (180) days after the additional day is proclaimed by an act of Parliament as a national holiday, but not before the day on which the holiday is first observed.**

## **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.

## APPENDIX C

### 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.

#### Collective agreement

With the exception of those provisions for which the Public Service Commission **of Canada** (PSC) is responsible, this appendix is part of this agreement.

Notwithstanding the job security article, in the event of conflict between the present Workforce Adjustment Appendix and that article, the present Workforce Adjustment Appendix will take precedence.

#### Objectives

It is the policy of the Employer to maximize employment opportunities for indeterminate employees affected by workforce adjustment situations, primarily through ensuring that, wherever possible, alternative employment opportunities are provided to them. This should not be construed as the continuation of a specific position or job but rather as continued employment.

To this end, every indeterminate employee whose services will no longer be required because of a workforce adjustment situation and for whom the deputy head knows or can predict that employment will be available will receive a guarantee of a reasonable job offer within the core public administration. Those employees for whom the deputy head cannot provide the guarantee will have access to transitional employment arrangements (as per Parts VI and VII).

#### Definitions

##### **Accelerated lay-off (mise en disponibilité accélérée)**

occurs when a surplus employee makes a request to the deputy head, in writing, to be laid-off at an earlier date than that originally scheduled, and the deputy head concurs. Lay-off entitlements begin on the actual date of lay-off.

##### **Affected employee (employé-e touché)**

is an indeterminate employee who has been informed in writing that **his or her** ~~their~~ services may no longer be required because of a workforce adjustment situation.

**Alternation (échange de postes)**

occurs when an opting employee or a surplus employee who is surplus as a result of having chosen option 6.4.1(a) who wishes to remain in the core public administration exchanges positions with a non-affected employee (the alternate) willing to leave the core public administration with a Transition Support Measure or with an education allowance.

**Alternative delivery initiative (diversification des modes de prestation des services)**

is the transfer of any work, undertaking or business of the core public administration to anybody or corporation that is a separate agency or that is outside the core public administration.

**Appointing department or organization (ministère ou organisation d'accueil)**

is a department or organization that has agreed to appoint or consider for appointment (either immediately or after retraining) a surplus or a laid-off person.

**Core public administration (Administration publique centrale)**

means that part of the public service in or under any department or organization, or other portion of the federal public administration specified in Schedules I and IV to the *Financial Administration Act* (FAA) for which the ~~PSC~~ **Public Service Commission of Canada** has the sole authority to appoint.

**Deputy head (administrateur général)**

has the same meaning as in the definition of “deputy head” set out in section 2 of the *Public Service Employment Act*, and also means ~~his or her~~ **their** official designate.

**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 payment equivalent to the Transition Support Measure (see Annex B), plus a reimbursement of tuition from a recognized learning institution, ~~and~~ **of books** and mandatory equipment costs, up to a maximum of seventeen thousand dollars (\$17,000).

**Guarantee of a reasonable job offer (garantie d'une offre d'emploi raisonnable)**

is a guarantee of an offer of indeterminate employment within the core public administration provided by the deputy head to an indeterminate employee who is affected by workforce adjustment. Deputy heads will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict that employment will be available in the core public administration. Surplus employees in receipt of this guarantee will not have access to the options available in Part VI of this ~~A~~ **Appendix**.

**Home department or organization (ministère ou organisation d'attache)**

is a department or organization declaring an individual employee surplus.

**Laid-off person (personne mise en disponibilité)**

is a person who has been laid-off pursuant to subsection 64(1) of the ~~PSEA~~ **Public Service Employment Act** and who still retains an appointment priority under subsection 41(4) and section 64 of the ~~PSEA~~ **Public Service Employment Act**.

**Lay-off notice (avis de mise en disponibilité)**

is a written notice of lay-off to be given to a surplus employee at least one (1) month before the scheduled lay-off date. This period is included in the surplus period.

**Lay-off priority (priorité de mise en disponibilité)**

a person who has been laid-off is entitled to a priority, in accordance with subsection 41(54) of the ~~PSEA~~ **Public Service Employment Act** with respect to any position to which the ~~PSC~~ **Public Service Commission** is satisfied that the person meets the essential qualifications; the period of entitlement to this priority is **one (1) year** as set out in **section 11** of the **Public Service Employment Regulations (PSER)**.

**Opting employee (employé-e optant)**

is an indeterminate employee whose services will no longer be required because of a workforce adjustment situation, who has not received a guarantee of a reasonable job offer from the deputy head and who has **one hundred and twenty ninety (12090)** days to consider the options in section ~~6.36.4~~ of this appendix.

**Organization (organisation)**

~~Any~~ board, agency, commission, or other body, specified in Schedules I and IV of the *Financial Administration Act (FAA)*, that is not a department.

**Pay (rémunération)**

has the same meaning as "rate of pay" in this agreement.

**Priority Information Management System (système de gestion de l'information sur les priorités)**

is a system designed by the ~~PSC~~ **Public Service Commission** to facilitate appointments of individuals entitled to statutory and regulatory priorities.

**Reasonable job offer (offre d'emploi raisonnable)**

is an offer of indeterminate employment ~~to an opting employee, a surplus employee or laid off person~~ within the core public administration, normally at ~~the same group and level (or equivalent)~~ an equivalent level, but which could include ~~one (1) group and level lower (or equivalent)~~ lower levels. Surplus employees must be both trainable and mobile. Where practicable, a reasonable job offer shall be within the employee's headquarters as defined in the *Travel Directive*. In alternative delivery situations, a reasonable offer is one that meets the criteria set out under Type 1 and Type 2 in Part VII of this Appendix. A reasonable job offer is also an offer from a FAA Schedule V Employer, providing that:

- a. The appointment is at a rate of pay and an attainable salary maximum not less than the employee's current salary and attainable maximum that would be in effect on the date of offer.
- b. It is a seamless transfer of all employee benefits including a recognition of years of service for the definition of continuous employment and accrual of benefits, including the transfer of sick leave credits, severance pay and accumulated vacation leave credits.

#### **Reinstatement priority (priorité de réintégration)**

is an entitlement ~~under the Public Service Employment Regulations~~ provided to surplus employees and laid-off persons who are appointed or deployed to a position in the ~~federal~~ core public administration at a lower level. ~~As per section 10 of the PSER~~ **Public Service Employment Regulations**, the entitlement lasts for one (1) year.

#### **Relocation (réinstallation)**

is the authorized geographic move of a surplus employee or laid-off person from one place of duty to another place of duty located beyond what, according to local custom, is a normal commuting distance.

~~A relocation of a surplus employee or a laid-off person, which is equal to, or reduces the usual kilometric commute (or former commute in the case of a laid-off person), using the most direct route by car from the employee's principal residence to the new place of duty, will not entitle the employee or laid-off person to relocation benefits under the National Joint Council Relocation Directive.~~

#### **Relocation of a work unit (réinstallation d'une unité de travail)**

Is the authorized move of a work unit of any size, to a place of duty located beyond what, according to local custom, is normal commuting distance from the former work location and from the employee's current residence ~~the new work location. Relocation benefits under the National Joint Council Relocation Directive will then be determined for each employee in the work unit based on the distance from their principal residence and the new work location.~~



~~For greater clarity, the employee's principal residence is not their place of duty.~~

~~A relocation of a work unit which is equal to, or reduces, the usual kilometric commute using the most direct route by car from the employee's principal residence to the new place of duty will not entitle the employee to relocation benefits under the National Joint Council Relocation Directive.~~

~~Employees who work in the same work unit at different locations are eligible for the provisions under a relocation of a work unit if they meet the criteria above based on their place of duty.~~

### **Retraining (recyclage)**

is on-the-job training or other training intended to enable affected employees, surplus employees and laid-off persons to qualify for known or anticipated vacancies within the core public administration.

### **Surplus employee (employé-e excédentaire)**

is an indeterminate employee who has been formally declared surplus, in writing, by ~~his or her~~ **their** deputy head.

### **Surplus priority (priorité d'employé-e excédentaire)**

is an entitlement for a priority in appointment accorded in accordance with section 5 of the *Public Service Employment Regulations* PSER and pursuant to section 40 of the *PSEA-Public Service Employment Act*; this entitlement is provided to surplus employees to be appointed in priority to another position in the ~~federal core~~ public administration for which they meet the essential **qualifications** requirements.

### **Surplus status (statut d'employé-e excédentaire)**

~~A~~ an indeterminate employee has surplus status from the date ~~he or she is~~ **they are** declared surplus until the date of lay-off, until ~~he or she is~~ **they are** indeterminately appointed to another position, until ~~his or her~~ **their** surplus status is rescinded, or until the person resigns.

### **Transition support measure (mesure de soutien à la transition)**

is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer. The Transition Support Measure is a payment based on the employee's years of service as per Annex B.

**Twelve (12) month surplus priority period in which to secure a reasonable job offer (priorité d'employé-e excédentaire d'une durée de douze (12) mois pour trouver une offre d'emploi raisonnable)**

is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer.

### **Work unit (unité de travail)**

~~Is an identifiable group of employees that offers a particular service or program as defined by operational requirements determined by the organization. A deputy head may determine that a work unit may consist of an individual employee.~~

### **Workforce adjustment (réaménagement des effectifs)**

is a situation that occurs when a deputy head decides that the services of one or more indeterminate employees will no longer be required beyond a specified date because of a lack of work, the discontinuance of a function, a relocation ~~of a work unit~~ in which the employee does not wish to participate, or an alternative delivery initiative.

### **Authorities**

The ~~PSC~~ **Public Service Commission of Canada** has endorsed those portions of this Appendix for which it has responsibility.

### **Monitoring**

Departments or organizations shall retain central information on all cases occurring under this Appendix, including the reasons for the action; the number, occupational groups and levels of employees concerned; the dates of notice given; the number of employees placed without retraining; the number of employees retrained (including number of salary months used in such training); the levels of positions to which employees are appointed and the cost of any salary protection; and the number, types and amounts of lump sums paid to employees.

This information will be used by the Treasury Board ~~of Canada~~ Secretariat to carry out its periodic audits.

### **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 Sector 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*
- ~~*Directive on Terms and Conditions of Employment*~~
- *NJC National Joint Council Relocation Directive*
- *Travel Directive*

## Enquiries

Enquiries about this Appendix should be referred to the Alliance or to the responsible officers in departmental or organizational headquarters.

Responsible officers in departmental or organizational headquarters may, in turn, direct questions regarding the application of this Appendix to the Senior Director, **Union Engagement and National Joint Council Support, Employee Relations and Total Compensation Sector**, ~~Excluded Groups and Administrative Policies, Labour Relations and Compensation Operations,~~ Treasury Board ~~of Canada~~ Secretariat.

Enquiries by employees pertaining to ~~entitlements to~~ a priority ~~entitlement in appointment~~ or to their status in relation to the priority ~~entitlement appointment~~ process should be directed to their departmental or organizational human resource advisors or to the ~~P~~priority ~~A~~advisor of the ~~PSC~~ Public Service Commission ~~of Canada~~ responsible for their case.

## Part I: roles and responsibilities

### 1.1 Departments or organizations

**1.1.1** Since indeterminate employees who are affected by workforce adjustment situations are not themselves responsible for such situations, it is the responsibility of departments or organizations to ensure that they are treated equitably and, whenever possible, given every reasonable opportunity to continue their careers as public service employees.

**1.1.2** Departments or organizations shall carry out effective human resource planning to minimize the impact of workforce adjustment situations on indeterminate employees, on the department or organization, and on the public service.

**1.1.3** Departments or organizations shall establish joint workforce adjustment committees, where appropriate, to advise and consult on the workforce adjustment situations within the department or organization. Terms of reference of such committees shall include a process for addressing alternation requests from other departments and organizations.

**1.1.4** Departments or organizations shall, as the home department or organization, cooperate with the ~~PSC~~ **Public Service Commission of Canada** and appointing departments or organizations in joint efforts to redeploy departmental or organizational surplus employees and laid-off persons.

**1.1.5** Departments or organizations shall establish systems to facilitate redeployment or retraining of their affected employees, surplus employees, and laid-off persons.

**1.1.6** When a deputy head determines that the services of an employee are no longer required beyond a specified date due to lack of work or discontinuance of a function, the deputy head shall advise the employee, in writing, that ~~his or her~~ **their** services will no longer be required.

Such a communication shall also indicate if the employee:

- a. is being provided with a guarantee from the deputy head that a reasonable job offer will be forthcoming, and that the employee will have surplus status from that date on;  
or
- b. is an opting employee and has access to the options set out in section 6.34 of this ~~A~~appendix because the employee is not in receipt of a guarantee of a reasonable job offer from the deputy head.

Where applicable, the communication should also provide the information relative to the employee's possible lay-off date.

**1.1.7** Deputy heads will be expected to provide a guarantee of a reasonable job offer for those employees subject to workforce adjustment for whom they know or can predict that employment will be available in the core public administration.

**1.1.8** Where a deputy head cannot provide a guarantee of a reasonable job offer, the deputy head will provide ~~one hundred and twenty~~ **ninety (12090)** days to consider the three (3) options outlined in Part VI of this ~~A~~appendix to all opting employees before a decision is required of them. If the employee fails to select an option, the employee will be deemed to have selected ~~Option~~ **6.4.1 (a)**, twelve (12) month surplus priority period in which to secure a reasonable job offer.

~~**NEW 1.1.9** The deputy head shall review the case of every surplus employee with a guarantee of a reasonable job offer on an annual basis. Should the deputy head determine that a reasonable job offer is no longer a possibility, they may rescind the guarantee of a reasonable job offer and offer options 6.4.1 (b) or 6.4.1 (c) (i) instead.~~

**1.1.910** The deputy head shall make a determination to provide either a guarantee of a reasonable job offer or access to the options set out in section 6.34 of this Appendix upon request by any indeterminate affected employee who can demonstrate that his or her ~~their~~ duties have already ceased to exist.

**1.1.1011** ~~Departments or organizations shall send written notice to the PSC Public Service Commission of Canada of an employee's surplus status, and shall send to the PSC Public Service Commission of Canada such details, forms, resumés, and other material as the PSC Public Service Commission of Canada 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.**

**1.1.1112** Departments or organizations shall advise and consult with the Alliance representatives as completely as possible regarding any workforce adjustment situation as soon as possible after the decision has been made and throughout the process and will make available to the Alliance the name and work location of affected employees.

**1.1.1213** The home department or organization shall provide the PSC Public Service Commission ~~of Canada~~ with a statement that it would be prepared to appoint the surplus employee to a suitable position in the department or organization commensurate with his or her ~~their~~ qualifications if such a position were available.

**1.1.1314** Departments or organizations shall provide the employee with the official notification that he or she has become subject to a workforce adjustment and shall remind the employee that Appendix C, Workforce Adjustment, of this agreement applies.

**1.1.1415** Deputy heads shall apply this Appendix so as to keep actual involuntary lay-offs to a minimum, and a lay-off shall normally occur only when an individual has refused a reasonable job offer, is not mobile, cannot be retrained within two (2) years, or is laid-off at his or her ~~their~~ own request.

**1.1.1516** Departments or organizations are responsible for counselling and advising their affected employees on their opportunities for finding continuing employment in the public service.

**1.1.1617** Appointment of surplus employees to alternative positions with or without retraining shall normally be at a level equivalent to that previously held by the employee, but this does not preclude appointment to a lower level. Departments or organizations shall avoid appointments to a lower level except where all other avenues have been exhausted.

**1.1.1718** Home departments or organizations shall appoint as many of their own surplus employees or laid-off persons as possible or identify alternative positions (both actual and anticipated) for which individuals can be retrained.

**1.1.1819** Home departments or organizations shall relocate surplus employees and laid-off individuals ~~persons~~, if necessary.

**1.1.1920** Relocation of surplus employees or laid-off persons shall be undertaken when the individuals indicate that they are willing to relocate and relocation will enable their redeployment or reappointment, provided that:

- a. there are no available priority persons, or priority persons with a higher priority, qualified and interested in the position being filled;  
or
- b. there are no available local surplus employees or laid-off persons who are interested and who could qualify with retraining.

**1.1.2021** The cost of travelling to interviews for possible appointments and of relocation to the new location shall be borne by the employee's home department or organization. Such cost shall be consistent with the *Travel Directive* and ~~NJC~~ **National Joint Council Relocation Directive**.

**1.1.2122** For the purposes of the ~~NJC~~ **National Joint Council Relocation Directive**, surplus employees and laid-off persons who relocate under this ~~A~~ **Appendix** shall be deemed to be employees on employer-requested relocations. The general rule on minimum distances for relocation applies.

**1.1.2223** For the purposes of the **National Joint Council Travel Directive**, a laid-off person travelling to interviews for possible reappointment to the core public administration is deemed to be a "traveller" as defined in the **National Joint Council Travel Directive**.

**1.1.2324** For the surplus and/or lay-off priority periods, home departments or organizations shall pay the salary, salary protection and/or termination costs as well as other authorized costs such as tuition, travel, relocation and retraining for surplus employees and laid-off persons, as provided for in this agreement and the various directives unless the appointing department or organization is willing to absorb these costs in whole or in part.

**1.1.2425** Where a surplus employee is appointed by another department or organization to a term position, the home department or organization is responsible for the costs above for one (1) year from the date of such appointment, unless the home department or organization agree to a longer period, after which the appointing department or organization becomes the new home department or organization consistent with ~~PSC~~ **Public Service Commission of Canada** authorities.

**1.1.2526** Departments or organizations shall protect the indeterminate status and surplus priority of a surplus indeterminate employee appointed to a term position under this ~~A~~ **Appendix**.

**1.1.2627** Departments or organizations shall inform the **PSC Public Service Commission of Canada** in a timely fashion, and in a method directed by the **PSC Public Service Commission of Canada**, of the results of all referrals made to them under this **Aappendix**.

**1.1.2728** Departments or organizations shall review the use of private temporary agency personnel, consultants, contractors, and their use of contracted out services, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, departments or organizations shall refrain from engaging or re-engaging such temporary agency personnel, consultants or contractors, and their use of contracted out services, or renewing the employment of such employees referred to above where this will facilitate the appointment of surplus employees or laid-off persons.

**1.1.2829** Nothing in the foregoing shall restrict the employer's right to engage or appoint persons to meet short-term, non-recurring requirements. Surplus **employees** and laid-off persons shall be given priority even for these short-term work opportunities.

**1.1.2930** Departments or organizations may lay-off an employee at a date earlier than originally scheduled when the surplus employee so requests in writing.

**1.1.3031** Departments or organizations acting as appointing departments or organizations shall cooperate with the **PSC Public Service Commission of Canada** and other departments or organizations in accepting, to the extent possible, affected **employees**, surplus **employees** and laid-off persons from other departments or organizations for appointment or retraining.

**1.1.3132** Departments or organizations shall provide surplus employees with a lay-off notice at least one (1) month before the proposed lay-off date if appointment efforts have been unsuccessful. A copy of this notice shall be provided to the National President of the Alliance.

**1.1.3233** When a surplus employee refuses a reasonable job offer, **he or she they** shall be subject to lay-off one (1) month after the refusal, but not before six (6) months have elapsed since the surplus declaration date. The provisions of Annex C of this **Aappendix** shall continue to apply.

**1.1.3334** Departments or organizations are to presume that each employee wishes to be redeployed unless the employee indicates the contrary in writing.

**1.1.3435** 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 them** 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 **Aappendix**;
- c. the **PSC Public Service Commission of Canada's** Priority Information Management System and how it works from the **individual's employee's** perspective;

- d. preparation of a curriculum vitae or resumé;
  - e. the **individual's employee's** rights and obligations;
  - f. the **individual's 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 **individual 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 **individual 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 **individuals 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 **services available to the individual employee** ; ~~Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);~~
  - l. preparation for interviews with prospective employers;
  - m. feedback when an **individual employee** is not offered a position for which ~~he or she was~~ **they were** referred;
  - n. repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed; ~~and~~
  - o. advising the **individual employee** that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity;
  - p. advising **individuals employees** of the right to be represented by the Alliance in the application of this ~~A~~appendix;
- and**
- q. **the Employee Assistance Program (EAP).**

**1.1.3536** The home departments or organizations shall ensure that, when it is required to facilitate appointment, a retraining plan is prepared and agreed to in writing by it, the employee and the appointing department or organization.

**1.1.3637** Severance pay and other benefits flowing from other clauses in this agreement are separate from and in addition to those in this ~~A~~appendix.

**1.1.3738** Any surplus employee who resigns under this ~~A~~appendix shall be deemed, for purposes of severance pay and retroactive remuneration, to be involuntarily laid off as of the day on which the deputy head accepts in writing the employee's resignation.



**1.1.3839** The department or organization will review the status of each affected employee annually, or earlier, from the date of initial notification of affected status and determine whether the employee will remain on affected status or not.

**1.1.3940** The department or organization will notify the affected employee in writing, within five (5) working days of the decision pursuant to subsection 1.1.389.

## **1.2 Treasury Board of Canada Secretariat of Canada**

**1.2.1** It is the responsibility of the Treasury Board of Canada Secretariat to:

- a. investigate and seek to resolve situations referred by the ~~PSC~~ **Public Service Commission of Canada** or other parties;
- b. consider departmental or organizational requests for retraining resources; and
- c. ensure that departments or organizations are provided to the extent possible with information on occupations for which there are skill shortages.

## **1.3 Public Service Commission of Canada**

**1.3.1** Within the context of workforce adjustment, and the Public Service Commission of Canada's (PSC) governing legislation, it is the responsibility of the ~~PSC~~ **Public Service Commission of Canada** to:

- a. ensure that priority entitlements are respected;
- b. ensure that a means exists for priority persons to be assessed against vacant positions and appointed if found qualified against the essential qualifications of the position; and
- c. ensure that priority persons are provided with information on their priority entitlements.

**1.3.2** The ~~PSC~~ **Public Service Commission of Canada** will, in accordance with the *Privacy Act*:

- a. provide the Treasury Board of Canada Secretariat with information related to the administration of priority entitlements which may reflect on departments' or organizations' level of compliance with this ~~appendix directive~~, and;
- b. provide information to the ~~bargaining agents~~ **Alliance** on the numbers and status of their members in the Priority Information Management System, as well as information on the overall system.

**1.3.3** The ~~PSC~~ **Public Service Commission of Canada's** roles and responsibilities flow from its governing legislation, not the collective agreement. As such, any changes made to these roles/responsibilities must be agreed upon by the **Public Service Commission of Canada**. For

greater detail on the **PSC Public Service Commission of Canada's** role in administering surplus and lay-off priority entitlements, Annex C of this **A**ppendix.

## **1.4 Employees**

**1.4.1** Employees have the right to be represented by the Alliance in the application of this **A**ppendix.

**1.4.2** Employees who are directly affected by workforce adjustment situations and who receive a guarantee of a reasonable job offer or opt, or are deemed to have opted, for ~~Option 6.4.1~~ (a) of Part VI of this **A**ppendix are responsible for:

- a. actively seeking alternative employment in cooperation with their departments or organizations and the **PSC Public Service Commission of Canada**, unless they have advised the department or organization and the **PSC Public Service Commission of Canada**, in writing, that they are not available for appointment;
- b. seeking information about their entitlements and obligations;
- c. providing timely information (including curricula vitae or resumé) to the home department or organization and to the **PSC Public Service Commission of Canada** to assist them in their appointment activities;
- d. ensuring that they can be easily contacted by the **PSC Public Service Commission of Canada** and appointing departments or organizations, and attending appointments related to referrals;
- e. seriously considering job opportunities presented to them (referrals within the home department or organization, referrals from the **PSC Public Service Commission of Canada**, and job offers made by departments or organizations), including retraining and relocation possibilities, specified period appointments and lower-level appointments.

**1.4.3** Opting employees are responsible for:

- a. considering the options in Part VI of this **A**ppendix;
- b. communicating their choice of options, in writing, to their manager no later than **one hundred and twenty ninety (12090)** days after being declared opting.
- ~~c. if requesting an alternation with an unaffected employee, submitting an alternation request to management before the close of the ninety (90) day period.~~

## **Part II: official notification**

### **2.1 Department or organization**

**2.1.1** As already mentioned in 1.1.112, departments or organizations shall advise and consult with the bargaining agent **Alliance** representatives as completely as possible regarding any workforce adjustment situation as soon as possible after the decision has been made and

throughout the process, and will make available to the bargaining agent **Alliance** the name and work location of affected employees.

**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 ~~of Canada~~ 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.

**2.1.3** Prior to notifying any potentially affected employee, departments or organizations shall also notify the National President of the Alliance. Such notification is to be in writing, in confidence and at the earliest possible date and under no circumstances less than two (2) working days before any employee is notified of the workforce adjustment situation.

**2.1.4** Such notification will include the identity and location of the work unit(s) involved, the expected date of the announcement, the anticipated timing of the workforce adjustment situation and the number, group and level of the employees who are likely to be affected by the decision.

### **Part III: relocation of a work unit**

#### **3.1 General**

**3.1.1** In cases where a work unit to be relocated, departments or organizations shall provide all employees whose positions are to be relocated with the opportunity to choose whether they wish to move with the position or be treated as if they were subject to a workforce adjustment situation.

**3.1.2** Following written notification, employees must indicate, within a period of six (6) months, their intention to move. If the employee's intention is not to move with the relocated position, the deputy head can provide the employee with either a guarantee of a reasonable job offer or access to the options set out in section 6.4 of this ~~Appendix~~.

**3.1.3** Employees relocating with their work units shall be treated in accordance with the provisions of 1.1.189 to 1.1.223.

**3.1.4** Although departments or organizations will endeavour to respect employee location preferences, **in exceptional circumstances and in after consultation and review of each situation with the Treasury Board of Canada Secretariat, 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 their deputy head,~~ after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area.

**3.1.5** Employees who are not in receipt of a guarantee of a reasonable job offer shall become opting employees and have access to the options in Part VI of this [Appendix](#).

## **Part IV: retraining**

### **4.1 General**

**4.1.1** To facilitate the redeployment of [affected employees](#), surplus employees and laid-off persons, departments or organizations shall make every reasonable effort to retrain such persons for:

- a. existing vacancies;
- or
- b. anticipated vacancies identified by management.

**4.1.2** It is the responsibility of the employee, home department or organization and appointing department or organization to identify retraining opportunities pursuant to subsection 4.1.1.

**4.1.3** When a retraining opportunity has been identified [for a position which would be deemed as a reasonable job offer at the same group and level \(or equivalent\) or one \(1\) group and level lower \(or equivalent\)](#), the deputy head of the home department or organization shall approve up to two (2) years of retraining.

### **4.2 Surplus employees**

**4.2.1** A surplus employee is eligible for retraining, provided that:

- a. retraining is needed to facilitate the appointment of the individual to a specific vacant position or will enable the individual to qualify for anticipated vacancies in occupations or locations where there is a shortage of qualified candidates;
- and
- b. there are no other available priority persons who qualify for the position.

**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. **Departments and or organizations should will provide the employee with [regular](#) feedback in writing on the progress of the retraining plan on a regular basis.**

**4.2.4** While on retraining, a surplus employee continues to be employed by the home department or organization and is entitled to be paid in accordance with his or her ~~their~~ current appointment unless the appointing department or organization is willing to appoint the employee indeterminately, on condition of successful completion of retraining, in which case the retraining plan shall be included in the letter of offer.

**4.2.5** When a retraining plan has been approved and the surplus employee continues to be employed by the home department or organization, the proposed lay-off date shall be extended to the end of the retraining period, subject to 4.2.3.

**4.2.6** An employee unsuccessful in retraining may be laid-off at the end of the surplus period if the Employer has been unsuccessful in making the employee a reasonable job offer.

**4.2.7** In addition to all other rights and benefits granted pursuant to this section, an surplus employee who is guaranteed a reasonable job offer is also guaranteed, subject to the surplus employee's willingness to relocate, training to prepare the surplus employee for appointment to a position pursuant to 4.1.1, such training to continue for one (1) year or until the date of appointment to another position, whichever comes first. Appointment to this position is subject to successful completion of the training.

### **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.

**4.3.2** When an individual is offered an appointment conditional on successful completion of retraining, a retraining plan shall be included in the letter of offer. If the individual accepts the conditional offer, he or she will be appointed on an indeterminate basis to the full level of the position after having successfully completed training and being assessed as qualified for the position. When an individual accepts an appointment to a position with a lower maximum rate of pay than the position from which he or she was laid-off, the employee will be salary-protected in accordance with Part V.

## **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 governing reclassification or classification conversion.**

**5.1.2** Employees whose salary is protected pursuant to 5.1.1 will continue to benefit from salary protection until such time as they are appointed or deployed into a position with a maximum rate of pay that is equal to or higher than the maximum rate of pay of the position from which they were declared surplus or laid-off.

## **Part VI: options for employees**

### **6.1 General**

**6.1.1** Deputy heads will be expected to provide a guarantee of a reasonable job offer for those affected employees for whom they know or can predict that employment will be available. A deputy head who cannot provide such a guarantee shall provide ~~his or her~~ **their** reasons in writing, if so requested by the employee. Employees in receipt of this guarantee will not have access to the choice of options below.

**6.1.2** Employees who are not in receipt of a guarantee of a reasonable job offer from their deputy head have **one hundred and twenty ninety (12090)** days to consider the three options below before a decision is required of them.

**6.1.3** The opting employee must choose, in writing, one (1) of the three (3) options of section 6.4 of this Appendix within the **one hundred and twenty ninety (12090)** day window. The employee cannot change options once he or she has made a written choice.

**6.1.4** If the employee fails to select an option, the employee will be deemed to have selected ~~O~~ption (a), twelve (12) month surplus priority period in which to secure a reasonable job offer, at the end of the **one hundred and twenty ninety (12090)** day window.

**6.1.5** If a reasonable job offer which does not require relocation is made at any time during the **one hundred and twenty ninety (12090)** day opting period and prior to the written acceptance of the Transition Support Measure (~~TSM~~) or education allowance option, the employee is ineligible for the ~~TSM~~ **Transition Support Measure**, the pay in lieu of unfulfilled surplus period or the education allowance.

**6.1.6** A copy of any letter issued by the ~~Employer~~ **departments or organizations** under this part or notice of lay-off pursuant to the *Public Service Employment Act* shall be sent forthwith to the National President of the Alliance.

### **6.2 Voluntary departure programs**

Departments and organizations shall establish voluntary departure programs for all workforce adjustments situations involving five or more affected employees working at the same group and level and in the same work unit. Such programs shall:

- a. Be the subject of meaningful consultation through joint Union-management WFA committees;
- b. Volunteer programs shall not be used to exceed reduction targets. Where reasonably possible, departments and organizations will identify the number of positions for reduction in advance of the voluntary programs commencing;
- c. Take place after affected letters have been delivered to employees;
- d. Take place before the department or organization engages in the SERLO process;
- e. Provide for a minimum of 30 calendar days for employees to decide whether they wish to participate;
- f. Allow employees to select Options B, C(i) or C(ii);
- g. Provide that when the number of volunteers is larger than the required number of positions to be eliminated, volunteers will be selected based on seniority (total years of service in the public service, whether continuous or discontinuous).

~~6.2.1 Departments and organizations may establish voluntary departure programs where:~~

- ~~a. Workforce reductions are required because of workforce adjustments situations involving less than five (5) affected employees working at the same group and level and in the same work unit; and~~
- ~~b. The deputy head cannot provide a guarantee of a reasonable job offer to the less than five (5) affected employees working at the same group and level in the same work unit.~~

~~6.2.2 Departments and organizations shall establish voluntary departure programs where:~~

- ~~a. Workforce reductions are required because of workforce adjustments situations involving five or more affected employees working at the same group and level and in the same work unit; and~~
- ~~b. the deputy head cannot provide a guarantee of a reasonable job offer to all five or more affected employees working at the same group and level in the same work unit.~~

~~6.2.3 If a voluntary program is established as per 6.2.1 or 6.2.2, such program shall:~~

- ~~a. Be the subject of meaningful consultation through joint Union-management Workforce Adjustment committees;~~
- ~~b. Volunteer programs shall not be used to exceed reduction targets. Where reasonably possible, departments and organizations will identify the number of positions for reduction in advance of the voluntary programs commencing;~~
- ~~c. Take place after affected letters have been delivered to employees;~~

- ~~d. Take place before the department or organization engages in the Selection of employees for retention or lay off process;~~
- ~~e. Provide for a minimum of 30 calendar days for employees to decide whether they wish to participate;~~
- ~~f. Allow employees to select options 6.4.1(b) or 6.4.1(c) (i);~~
- ~~g. Provide that when the number of volunteers is larger than the required number of positions to be eliminated, volunteers will be selected based on seniority (total years of service in the public service, whether continuous or discontinuous).~~

### 6.3 Alternation

6.3.1 All departments or organizations must participate in the alternation process.

6.3.2 An alternation occurs when an opting employee **or a surplus employee having chosen option 6.4.1 (a)** who wishes to remain in the core public administration exchanges positions with a non-affected employee (the alternate) willing to leave the core public administration under the terms of Part VI of this Appendix.

#### 6.3.3

- a. Only opting and surplus employees who are surplus as a result of having chosen ~~Option A~~ **option 6.4.1(a)** may alternate into an indeterminate position that remains in the core public administration.
- b. If an alternation is proposed for a surplus employee, as opposed to an opting employee, the Transition Support Measure that is available to the alternate under 6.4.1(b) or 6.4.1 (c)(i) shall be reduced by one week for each completed week between the beginning of the employee's surplus priority period and the date the alternation is proposed.

6.3.4 An indeterminate employee wishing to leave the core public administration may express an interest in alternating with an opting employee **or a surplus employee having chosen option 6.4.1 (a)**. Management will decide, however, whether a proposed alternation is likely to result in retention of the skills required to meet the ongoing needs of the position and the core public administration.

6.3.5 An alternation must permanently eliminate a function or a position.

6.3.6 The opting employee **or a surplus employee having chosen option 6.4.1 (a)** moving into the unaffected position must meet the requirements of the position, including language requirements. The alternate moving into the opting position must meet the requirements of the position except if the alternate will not be performing the duties of the position and the alternate will be struck off strength within five (5) days of the alternation.



**6.3.7** An alternation should normally occur between employees at the same group and level. When the two (2) positions are not in the same group and at the same level, alternation can still occur when the positions can be considered equivalent. They are considered equivalent when the maximum rate of pay for the higher-paid position is no more than six-per-cent (6%) higher than the maximum rate of pay for the lower-paid position.

**6.3.8** An alternation must occur on a given date, that is, the two (2) employees must directly exchange positions on the same day. There is no provision in alternation for a “domino” effect or for “future considerations.”

For clarity, the alternation will not be denied solely as a result of untimely administrative processes.

## **6.4 Options**

**6.4.1** Only opting employees who are not in receipt of the guarantee of a reasonable job offer from the deputy head will have access to the choice of options below:

- a. Twelve (12) month surplus priority period in which to secure a reasonable job offer. It is time limited. Should a reasonable job offer not be made within a period of twelve (12) months, the employee will be laid-off in accordance with the *Public Service Employment Act*. Employees who choose or are deemed to have chosen this option are surplus employees.
  - i. At the request of the employee, this twelve (12) month surplus priority period shall be extended by the unused portion of the ~~one hundred and twenty ninety (12090)~~ day opting period referred to in 6.1.2 which remains once the employee has selected in writing ~~Option~~ **6.4.1(a)**.
  - ii. When a surplus employee who has chosen or is deemed to have chosen ~~Option~~ **6.4.1(a)** offers to resign before the end of the twelve (12) month surplus priority period, the deputy head may authorize a lump-sum payment equal to the surplus employee’s regular pay for the balance of the surplus period, up to a maximum of six (6) months. The amount of the lump-sum payment for the pay in lieu cannot exceed the maximum of what he or she would have received had he or she chosen ~~Option~~ **6.4.1(b)**, the Transition Support Measure.
  - iii. Departments or organizations will make every reasonable effort to market a surplus employee within the employee’s surplus period within ~~his or her~~ **their** preferred area of mobility.

or

- b. Transition ~~Support~~ **Measure** (TSM) is a lump-sum payment, based on the employee’s years of service in the public service (see Annex B), made to an opting employee.

Employees choosing this option must resign but will be considered to be laid-off for purposes of severance pay. The ~~TSM T~~transition ~~S~~support ~~M~~measure shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2)-year period.

or

- c. Education allowance is a ~~T~~transition ~~S~~support ~~M~~measure (see ~~O~~ption 6.4.1(b) above) plus an amount of not more than seventeen thousand dollars (\$17,000) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and relevant equipment. Employees choosing ~~O~~ption 6.4.1(c) could either:
  - i. resign from the core public administration but be considered to be laid-off for severance pay purposes on the date of their departure;  
or
  - ii. delay their departure date and go on leave without pay for a maximum period of two (2) years while attending the learning institution. The ~~TSM T~~transition ~~S~~support ~~M~~measure shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2)-year period. During this period, employees could continue to be public service benefit plan members and contribute both employer and employee shares to the benefits plans and the Public Service Superannuation Plan. At the end of the two (2)-year leave without pay period, unless the employee has found alternative employment in the core public administration, the employee will be laid-off in accordance with the *Public Service Employment Act*.

**6.4.2** Management will establish the departure date of opting employees who choose ~~O~~ption 6.4.1(b) or ~~O~~ption 6.4.1(c) above.

**6.4.3** The ~~TSM T~~transition ~~S~~support ~~M~~measure, pay in lieu of unfulfilled surplus period, and the education allowance cannot be combined with any other payment under the Workforce Adjustment ~~A~~ppendix.

**6.4.4** In cases of pay in lieu of unfulfilled surplus period, ~~O~~ption 6.4.1(b) and ~~O~~ption 6.4.1(c)(i), the employee relinquishes any priority rights for reappointment upon the Employer's acceptance of his or her ~~their~~ resignation.

**6.4.5** Employees choosing ~~O~~ption 6.4.1(c)(ii) who have not provided their department or organization with a proof of registration from a learning institution twelve (12) months after starting their leave without pay period will be deemed to have resigned from the core public administration and be considered to be laid-off for purposes of severance pay.

**6.4.6** All opting employees will be entitled to up to one thousand ~~two hundred~~ dollars (\$1,0200) towards counselling services in respect of their potential re-employment or

retirement. Such counselling services may include financial and job placement counselling services.

**6.4.7** An ~~opting employee~~ **person** who has received a ~~TSM T~~**transition S**support ~~M~~**measure**, 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 T~~**transition S**support ~~M~~**measure** or education allowance was paid.

**6.4.8** Notwithstanding 6.4.7, an opting employee who has received an education allowance will not be required to reimburse tuition expenses and costs of books and mandatory equipment for which he or she cannot get a refund.

**6.4.9** The deputy head shall ensure that pay in lieu of unfulfilled surplus period is only authorized where the employee's work can be discontinued on the resignation date and no additional costs will be incurred in having the work done in any other way during that period.

**6.4.10** If a surplus employee who has chosen or is deemed to have chosen ~~Option~~ **6.4.1(a)** refuses a reasonable job offer at any time during the twelve (12) month surplus priority period, the employee is ineligible for pay in lieu of unfulfilled surplus period.

**6.4.11** Approval of pay in lieu of unfulfilled surplus period is at the discretion of management, but shall not be unreasonably denied.

## **6.5 Retention payment**

**6.5.1** There are three (3) situations in which an employee may be eligible to receive a retention payment. These are total facility closures, relocation of work units and alternative delivery initiatives.

**6.5.2** All employees accepting retention payments must agree to leave the core public administration without priority rights.

**6.5.3** An individual who has received a retention payment and, as applicable, either is reappointed to that portion of the core public administration specified from time to time in Schedules I and IV of the *Financial Administration Act* or is hired by the new employer within the six (6) months immediately following ~~his or her~~ **their** resignation 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 lump-sum was paid.

**6.5.4** The provisions of 6.5.5 shall apply in total facility closures where public service jobs are to cease and:

- a. such jobs are in remote areas of the country;
- or

- b. retraining and relocation costs are prohibitive;  
or
- c. prospects of reasonable alternative local employment (whether within or outside the core public administration) are poor.

**6.5.5** Subject to 6.5.4, the deputy head shall pay to each employee who is asked to remain until closure of the work unit and offers a resignation from the core public administration to take effect on that closure date, a sum equivalent to six (6) months' pay payable on the day on which the departmental or organizational operation ceases, provided the employee has not separated prematurely.

**6.5.6** The provisions of 6.5.7 shall apply in relocation of work units where core public administration work units:

- a. are being relocated;  
and
- b. the deputy head of the home department or organization decides that, in comparison to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of workplace relocation;  
and
- c. the employee has opted not to relocate with the function.

**6.5.7** Subject to 6.5.6, the deputy head shall pay to each employee who is asked to remain until the relocation of the work unit and who offers a resignation from the core public administration to take effect on the relocation date, a sum equivalent to six (6) months' pay payable on the day on which the departmental or organizational operation relocates, provided the employee has not separated prematurely.

**6.5.8** The provisions of 6.5.9 shall apply in alternative delivery initiatives:

- a. where the core public administration work units are affected by alternative delivery initiatives;
- b. when the deputy head of the home department or organization decides that, compared to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of the transfer to the new employer;  
and
- c. where the employee has not received a job offer from the new employer or has received an offer and did not accept it.

**6.5.9** Subject to 6.5.8, the deputy head shall pay to each employee who is asked to remain until the transfer date and who offers a resignation from the core public administration to take effect on the transfer date, a sum equivalent to six (6) months' pay payable upon the transfer date, provided the employee has not separated prematurely.

## **Part VII: special provisions regarding alternative delivery initiatives**

### **Preamble**

The administration of the provisions of this part will be guided by the following principles:

- a. fair and reasonable treatment of employees;
- b. value for money and affordability;
- and
- c. maximization of employment opportunities for employees.

### **7.1 Definitions**

For the purposes of this part, an **alternative delivery initiative** (diversification des modes de prestation des services) is the transfer of any work, undertaking or business of the core public administration to any body or corporation that is a separate agency or that is outside the core public administration.

For the purposes of this part, a **reasonable job offer** (offre d'emploi raisonnable) is an offer of employment received from a new employer in the case of a Type 1 or Type 2 transitional employment arrangement, as determined in accordance with 7.2.2.

For the purposes of this part, a **termination of employment** (licenciement de l'employé-e) is the termination of employment referred to in paragraph 12(1)(f.1) of the *Financial Administration Act*.

### **7.2 General**

Departments or organizations will, as soon as possible after the decision is made to proceed with an alternative delivery initiative (ADI), and if possible, not less than one hundred and eighty (180) days prior to the date of transfer, provide notice to the Alliance component(s) of its intention.

The notice to the Alliance component(s) will include:

- a. the program being considered for ~~ADI alternative delivery initiative~~;

- b. the reason for the ADI ~~alternative delivery initiative~~;  
and
- c. the type of approach anticipated for the initiative.

A joint Workforce Adjustment-Alternative Delivery Initiative (WFA-ADI) committee will be created for ADI ~~alternative delivery initiative~~ and will have equal representation from the department or organization and the component(s). By mutual agreement, the committee may include other participants. The joint WFA-ADI committee will define the rules of conduct of the committee.

In cases of ADI ~~alternative delivery initiative~~, the parties will establish a joint WFA-ADI committee to conduct meaningful consultation on the human resources issues related to the ADI ~~alternative delivery initiative~~ in order to provide information to the employee which will assist him or her in deciding on whether or not to accept the job offer.

### **1. Commercialization**

In cases of commercialization where tendering will be part of the process, the members of the joint WFA-ADI committee shall make every reasonable effort to come to an agreement on the criteria related to human resources issues (for example, terms and conditions of employment, pension and health care benefits, the take-up number of employees) to be included in the request for proposal process. The committee will respect the contracting rules of the federal government.

### **2. Creation of a new agency**

In cases of the creation of new agencies, the members of the joint WFA-ADI committee shall make every reasonable effort to agree on common recommendations related to human resources issues (for example, terms and conditions of employment, pension, and health care benefits) that should be available at the date of transfer.

### **3. Transfer to existing employers**

In all other ADI ~~alternative delivery initiative~~ where an employer-employee relationship already exists, the parties will hold meaningful consultations to clarify the terms and conditions that will apply upon transfer.

In cases of commercialization and the creation of new agencies, consultation opportunities will be given to the component(s); however, in the event that agreements are not possible, the department may still proceed with the transfer.

**7.2.1** The provisions of this part apply only in the case of alternative delivery initiatives and are in exception to other provisions of this appendix. Employees who are affected by alternative delivery initiatives and who receive job offers from the new employer shall be treated in accordance with the provisions of this part, and only where specifically indicated will other provisions of this appendix apply to them.

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

a. Type 1, full continuity

Type 1 arrangements meet all of the following criteria:

- i. legislated successor rights apply; specific conditions for successor rights applications will be determined by the labour legislation governing the new employer;
- ii. the ~~Public Service Regulations~~ **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 **Federal Public Sector Labour Relations and Employment Board (FPSLRB)** pursuant to a successor rights application;
- iii. recognition of continuous employment, as defined in the ~~Public Service Regulations~~ **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;
- 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 ~~long-term disability insurance (LTDI)~~ **long-term disability insurance (LTDI)** waiting period.

b. Type 2, substantial continuity

Type 2 arrangements meet all of the following criteria:

- i. the average new hourly salary offered by the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty-five per cent (85%) or greater of the group's current federal hourly remuneration (= pay + equal pay adjustments + supervisory differential) when the hours of work are the same;
- ii. the average annual salary of the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty-five per cent (85%) or greater of federal annual remuneration (= per cent or greater of federal annual remuneration (= pay + equal pay adjustments + supervisory differential) when the hours of work are different;
- iii. pension arrangements according to the Statement of Pension Principles as 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. transitional employment guarantee: employment tenure equivalent to that of the permanent workforce in receiving organizations or a two (2)-year minimum employment guarantee;
- v. coverage in each area of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
- vi. short-term disability arrangement.

d. Type 3, lesser continuity

A Type 3 arrangement is any alternative delivery initiative that does not meet the criteria applying in Type 1 and Type 2 transitional employment arrangements.

**7.2.3** For type 1 and type 2 transitional employment arrangements, the offer of employment from the new employer will be deemed to constitute a reasonable job offer for purposes of this part.

**7.2.4** For type 3 transitional employment arrangements, an offer of employment from the new employer will not be deemed to constitute a reasonable job offer for purposes of this part.

### **7.3 Responsibilities**

**7.3.1** Deputy heads will be responsible for deciding, after considering the criteria set out above, which of the types applies in the case of [particular](#) alternative delivery initiatives.

**7.3.2** Employees directly affected by alternative delivery initiatives are responsible for seriously considering job offers made by new employers and advising the home department or organization of their decision within the allowed period.



## **7.4 Notice of alternative delivery initiatives**

**7.4.1** Where alternative delivery initiatives are being undertaken, departments or organizations shall provide written notice to all employees offered employment by the new employer, giving them the opportunity to choose whether or not they wish to accept the offer.

**7.4.2** Following written notification, employees must indicate within a period of sixty (60) days their intention to accept the employment offer, except in the case of type 3 arrangements, where home departments or organizations may specify a period shorter than sixty (60) days, but not less than thirty (30) days.

## **7.5 Job offers from new employers**

**7.5.1** Employees subject to this appendix (see [Application](#)) and who do not accept the reasonable job offer from the new employer in the case of type 1 or type 2 transitional employment arrangements will be given four (4) months' notice of termination of employment and their employment will be terminated at the end of that period or on a mutually agreed-upon date before the end of the four (4)-month notice period, except where the employee was unaware of the offer or incapable of indicating an acceptance of the offer.

**7.5.2** The deputy head may extend the notice-of-termination period for operational reasons, but no such extended period may end later than the date of the transfer to the new employer.

**7.5.3** Employees who do not accept a job offer from the new employer in the case of type 3 transitional employment arrangements may be declared opting or surplus by the deputy head in accordance with the provisions of the other parts of this appendix.

**7.5.4** Employees who accept a job offer from the new employer in the case of any alternative delivery initiative will have their employment terminated on the date on which the transfer becomes effective, or on another date that may be designated by the home department or organization for operational reasons, provided that this does not create a break in continuous service between the core public administration and the new employer.

## **7.6 Application of other provisions of the [Appendix](#)**

**7.6.1** For greater certainty, the provisions of Part II, Official Notification, and section 6.5, Retention Payment, will apply in the case of an employee who refuses an offer of employment in the case of a type 1 or type 2 transitional employment arrangement. A payment under section 6.5 may not be combined with a payment under the other section.

## **7.7 Lump-sum payments and salary top-up allowances**

**7.7.1** Employees who are subject to this appendix (see application) and who accept the offer of employment from the new employer in the case of type 2 transitional employment arrangements will receive a sum equivalent to three (3) months' pay, payable on the day on which the departmental or organizational work or function is transferred to the new employer. The home department or organization will also pay these employees an eighteen (18) month salary top-up allowance equivalent to the difference between the remuneration applicable to their core public administration position and the salary applicable to their position with the new employer. This allowance will be paid as a lump-sum, payable on the day on which the departmental or organizational work or function is transferred to the new employer.

**7.7.2** In the case of individuals who accept an offer of employment from the new employer in the case of a Type-2 arrangement and whose new hourly or annual salary falls below eighty per cent (80%) of their former federal hourly or annual remuneration, departments or organizations will pay an additional six (6) months of salary top-up allowance for a total of twenty-four (24) months under this section and **7.7.1**. The salary top-up allowance equivalent to the difference between the remuneration applicable to their core public administration position and the salary applicable to their position with the new employer will be paid as a lump-sum, payable on the day on which the departmental or organizational work or function is transferred to the new employer.

**7.7.3** Employees who accept the reasonable job offer from the successor employer in the case of Type-1 or Type-2 transitional employment arrangements where the test of reasonableness referred to in the Statement of Pension Principles set out in Annex A is not met, that is, where the actuarial value (cost) of the new employer's pension arrangements is less than six decimal five per cent (6.5%) of pensionable payroll (excluding the employer's costs related to the administration of the plan), will receive a sum equivalent to three (3) months' pay, payable on the day on which the departmental or organizational work or function is transferred to the new employer.

**7.7.4** Employees who accept an offer of employment from the new employer in the case of Type-3 transitional employment arrangements will receive a sum equivalent to six (6) months' pay, payable on the day on which the departmental or organizational work or function is transferred to the new employer. The home department or organization will also pay these employees a twelve (12) month salary top-up allowance equivalent to the difference between the remuneration applicable to their core public administration position and the salary applicable to their position with the new employer. The allowance will be paid as a lump sum, payable on the day on which the departmental or organizational work or function is transferred to the new employer. The total of the lump-sum payment and the salary top-up allowance provided under this section will not exceed an amount equivalent to one (1) year's pay.

**7.7.5** For the purposes of 7.7.1, 7.7.2 and 7.7.4, the term “remuneration” includes and is limited to salary plus equal pay adjustments, if any, and supervisory differential, if any.

## **7.8 Reimbursement**

**7.8.1** An individual who receives a lump-sum payment and salary top-up allowance pursuant to 7.7.1, 7.7.2, 7.7.3 or 7.7.4 and who is reappointed to that portion of the core public administration specified from time to time in Schedules I and IV of the *Financial Administration Act* at any point during the period covered by the total of the lump-sum payment and salary top-up allowance, if any, shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of reappointment to the end of the original period covered by the total of the lump-sum payment and salary top-up allowance, if any.

**7.8.2** An individual who receives a lump-sum payment pursuant to 7.6.1 and, as applicable, is either reappointed to that portion of the core public administration specified from time to time in Schedules I and IV of the *Financial Administration Act* or hired by the new employer at any point covered by the lump-sum payment, shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of the reappointment or hiring to the end of the original period covered by the lump-sum payment.

## **7.9 Vacation leave credits and severance pay**

**7.9.1** Notwithstanding the provisions of this agreement concerning vacation leave, an employee who accepts a job offer pursuant to this Part may choose not to be paid for earned but unused vacation leave credits, provided that the new employer will accept these credits.

**7.9.2** Notwithstanding the provisions of this agreement concerning severance pay, an employee who accepts a reasonable job offer pursuant to this Part will not be paid severance pay where successor rights apply and/or, in the case of a Type-2 transitional employment arrangement, when the new employer recognizes the employee’s years of continuous employment in the public service for severance pay purposes and provides severance pay entitlements similar to the employee’s severance pay entitlements at the time of the transfer. However, an employee who has a severance termination benefit entitlement under the terms of Article 63.05(b) or (c) of [Appendix L](#) shall be paid this entitlement at the time of transfer.

**7.9.3** Where:

- a. the conditions set out in 7.9.2 are not met,

- b. the severance provisions of this agreement are extracted from this agreement prior to the date of transfer to another non-federal public sector employer,
- c. the employment of an employee is terminated pursuant to the terms of 7.5.1,  
or
- d. the employment of an employee who accepts a job offer from the new employer in a Type-3 transitional employment arrangement is terminated on the transfer of the function to the new employer,

the employee shall be deemed, for purposes of severance pay, to be involuntarily laid-off on the day on which employment in the core public administration terminates.

#### **Annex A: sStatement 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 developed by Towers Perrin for the Treasury Board, dated October 7, 1997. This Assessment Methodology will apply for the duration of this collective 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, 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~~ **Public Service Superannuation Act**.

4) ~~Potential pension benefit reductions that would have otherwise applied to individuals who do not meet the age and service requirements for an unreduced pension under the public service pension plan, will be mitigated for eligible employees, in accordance with the Portions of the Public service General Divestiture Regulations (the Regulations). The Regulations provide that the duration of employment with the new employer, and an individual's age when they end their employment with the new employer, will be used to determine eligibility for an unreduced pension under the public service pension plan. The Regulations also mitigate adverse effects on pension benefits by allowing survivor benefits in situations where transferred individuals marry or enter into a common law relationship or acquire a child while employed by the new employer.~~

**Annex B: Transition Support Measure (TSM)**

Years of service in the public service	Transition Support Measure (TSM) (Payment in weeks' pay)
0	10
1	22
2	24
3	26
4	28
5	30
6	32
7	34
8	36
9	38
10	40
11	42
12	44
13	46
14	48
15	50
16	52
17	52
18	52
19	52
20	52
21	52
22	52
23	52
24	52
25	52

26	52
27	52
28	52
29	52
30	49
31	46
32	43
33	40
34	37
35	34
36	31
37	28
38	25
39	22
40	19
41	16
42	13
43	10
44	07
45	04

For indeterminate seasonal and part-time employees, the ~~TSM~~ **Ttransition Ssupport Mmeasure** will be pro-rated in the same manner as severance pay under the terms of this agreement. Severance pay provisions of this agreement are in addition to the ~~TSM~~ **Ttransition Ssupport Mmeasure**.

**Annex C: r**ole of PSC Public Service Commission of Canada** in administering surplus and lay-off priority entitlements.**

1. The ~~PSC~~ **PSC Public Service Commission of Canada** will refer surplus employees and laid-off persons to positions, in all departments, organizations and agencies governed by the PSEA, for which they are potentially qualified for the essential qualifications, unless the individuals have advised the ~~PSC~~ **PSC Public Service Commission of Canada** and their home departments or organizations in writing that they are not available for appointment. The ~~PSC~~ **PSC Public Service Commission of Canada** will further ensure that entitlements are respected and that priority persons are fairly and properly assessed.
2. The ~~PSC~~ **PSC Public Service Commission of Canada**, acting in accordance with the *Privacy Act*, will provide the Treasury Board ~~of Canada~~ Secretariat with information related to the administration of priority entitlements which may reflect on departments’ or organizations’ and agencies’ level of compliance with this ~~appendix directive~~.

3. The ~~PSC~~ **Public Service Commission of Canada** will provide surplus and laid-off ~~individuals~~ **persons** with information on their priority entitlements.
4. The ~~PSC~~ **Public Service Commission of Canada** will, in accordance with the *Privacy Act*, provide information to **the Alliance** ~~bargaining agents~~ on the numbers and status of their members who are in the Priority **Information Management Administration** System and, on a service-wide basis.
5. The ~~PSC~~ **Public Service Commission of Canada** will ensure that a reinstatement priority is given to all employees who are appointed to a position at a lower level.
6. The ~~PSC~~ **Public Service Commission of Canada** will, in accordance with the *Privacy Act*, provide information to the Employer, departments or organizations and/or **the Alliance** ~~bargaining agents~~ on referrals of surplus employees and laid-off persons in order to ensure that the priority entitlements are respected.

Public Service Commission ~~of Canada~~ “Guide to the Priority Information Management System”.

## APPENDIX E

### MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA 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 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.



## APPENDIX F

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

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

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

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

~~The Working Group will determine its work plan and associated time frames.~~

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

*Appendix F reserved for future use*

## APPENDIX H

### MEMORANDUM OF UNDERSTANDING **SALARY PROTECTION** - ~~RED CIRCLED~~

#### General

1. This Memorandum of Understanding cancels and replaces the Memorandum of Understanding entered into between the Treasury Board and the Public Service of Alliance of Canada on June 9, 1978.
2. This Memorandum of Understanding shall remain in effect until amended or cancelled by mutual consent of the parties.
3. This Memorandum of Understanding supersedes the *Directive on Terms and Conditions of Employment Regulations Respecting Pay on Reclassification or Conversion* where the *Directive is Regulations* are inconsistent with the Memorandum of Understanding.
4. Where the provisions of any collective agreement differ from those set out in the Memorandum of Understanding, the conditions set out in the Memorandum of Understanding shall prevail.
5. This Memorandum of Understanding will form part of all collective agreements to which the Public Service Alliance of Canada and Treasury Board are parties, with effect from December 13, 1981.

#### Part I

Part I of this Memorandum of Understanding shall apply to the incumbents of positions which will be reclassified to a group and/or level having a lower attainable maximum rate of pay after the date this Memorandum of Understanding becomes effective.

**Note:** The term “attainable maximum rate of pay” means the rate attainable for fully satisfactory performance in the case of levels covered by a performance pay plan or the maximum salary rate in the case of all other groups and levels.

1. Prior to a position being reclassified to a group and/or level having a lower attainable maximum rate of pay, the incumbent shall be notified in writing.
2. Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former group and level. In respect to the pay of the incumbent, this may be cited as Salary Protection Status and subject to section 3(b) below shall apply until the position is vacated or the attainable maximum of the reclassified level, as revised from time to time, becomes greater than that applicable, as revised from time to time, to the former classification level. Determination of the attainable maximum rates of pay shall be in accordance with the *Directive on Terms and Conditions of Employment Retroactive Remuneration Regulations*.
3.
  - a. The Employer will make a reasonable effort to transfer the incumbent to a position having a level equivalent to that of the former group and/or level of the position.

- b. In the event that an incumbent declines an offer of transfer to a position as in (a) above in the same geographic area, without good and sufficient reason, that incumbent shall be immediately paid at the rate of pay for the reclassified position.

4. Employees subject to section 3, will be considered to have transferred (as defined in the *Directive on Terms and Conditions of Employment*) for the purpose of determining increment dates and rates of pay.

## **Part II**

Part II of the Memorandum of Understanding shall apply to incumbents of positions who are in holding rates of pay on the date this Memorandum of Understanding becomes effective.

1. An employee whose position has been downgraded prior to the implementation of this memorandum and is being paid at a holding rate of pay on the effective date of an economic increase and continues to be paid at that rate on the date immediately prior to the effective date of a further economic increase, shall receive a lump-sum payment equal to one hundred per cent (100%) of the economic increase for the employee's former group and level (or where a performance pay plan applied to the incumbent, the adjustment to the attainable maximum rate of pay) calculated on his annual rate of pay.

2. An employee who is paid at a holding rate on the effective date of an economic increase, but who is removed from that holding rate prior to the effective date of a further economic increase by an amount less than he would have received by the application of paragraph 1 of Part II, shall receive a lump-sum payment equal to the difference between the amount calculated by the application of paragraph 1 of Part II and any increase in pay resulting from his removal from the holding rate.

Signed at Ottawa, this 9th day of the month of February 1982.

## APPENDIX K

### 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.

To support the Centre of Expertise on Mental Health, the parties agree to establish a renewed governance structure that includes an Advisory Board.

The Advisory Board will be comprised of an equal number of Union and Employer representatives. Each party will be responsible for determining their respective Advisory Board representatives. The Advisory Board will establish terms of reference which may be amended by mutual consent.

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

## APPENDIX M

### ~~MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO A ONE-TIME LUMP-SUM PAYMENT FOR NON-UNIFORMED EMPLOYEES~~

~~This memorandum is to give effect to the understanding reached between the Treasury Board of Canada (the Employer) and the Public Service Alliance of Canada (the Alliance) in negotiations for the renewal of the agreement covering the Border Services (FB) bargaining unit.~~

~~Non-uniformed FB employees (i.e., FB employees not in receipt of the paid meal premium) who are members of the bargaining unit on the date of signing of this collective agreement will receive a one-time lump-sum payment of \$1,000.~~

~~This memorandum expires on June 20, 2022. For greater certainty this MOU will be non-negotiable and non-renewable beyond that date.~~

*Appendix M reserved for future use*

## APPENDIX O

### LETTER OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO WORKPLACE CULTURE

This letter of understanding is to give effect to the agreement reached between the Treasury Board of Canada (the Employer) and the Public Service Alliance of Canada (the Alliance) regarding the creation of a joint working committee to examine and strengthen Workplace Culture within the CBSA.

Both parties share the objective of creating and maintaining healthy work environments for all employees and agree to establish a joint committee, co-chaired by a representative from each party, to discuss and identify potential opportunities and considerations to improve the workplace culture within the CBSA.

The joint committee will meet within 30 days of the ratification of the tentative agreement to commence its work. This timeline may be extended on mutual agreement between the parties.

This letter of understanding expires on June 20, ~~2022~~ 2026.

## 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 64 should a revision be necessary to support one (1) or more solutions.

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

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

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

## NEW APPENDIX

### MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA WITH RESPECT TO A JOINT REVIEW ON EMPLOYMENT EQUITY, DIVERSITY AND INCLUSION TRAINING AND INFORMAL CONFLICT MANAGEMENT SYSTEMS

This memorandum of understanding is to give effect to the agreement reached between the Treasury Board (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, in collaboration with the EB, PA, SV and TC groups, to be co-chaired by the Employer and the Alliance who will guide the work of the Committee. The Committee will be comprised of an equal number of representatives of the Employer and the Alliance. Both parties will endeavour to ensure that the membership of the Committee reflects the diversity of the workforce.

The Committee shall meet within thirty (30) days of the ratification of the tentative agreement to establish the terms of reference and establish the frequency of meetings. Subject to the Co-Chairs' pre-approval, subject-matter experts (SMEs) 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 National Joint Council (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 endeavour 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 BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO 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 FB collective agreement.

The parties commit to establishing a Joint Committee, in collaboration with the EB, PA, SV and TC groups, 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 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 MATERNITY AND PARENTAL LEAVE WITHOUT PAY**

This memorandum of understanding (MOU) is to give effect to the agreement reached between the Treasury Board (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 FB collective agreement.

The parties commit to establishing a Joint Committee, in collaboration with the EB, PA, SV and TC groups, 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 - LETTER OF AGREEMENT BETWEEN THE TREASURY BOARD AND THE PUBLIC SERVICE  
ALLIANCE OF CANADA WITH RESPECT TO TELEWORK**

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

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

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

The parties acknowledge that:

- 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.
- Telework arrangements are subject to regular review (at least annually) and may be terminated by either party at any time with reasonable notice.
- Telework is not a right or an entitlement of the employee unless agreed upon in connection with the duty to accommodate.
- 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.
- Employee telework requests will be considered on a case-by-case basis and in consideration of operational requirements and other relevant factors. If a request is denied, the employee will be provided with reasons in writing for the denial.

Departmental or Organizational Panel on Telework

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

The parties recognize:

- That this letter of agreement does not negate any grievance rights as outlined in the *Federal Public Sector Labour Relations Act* and relevant regulations.
- The importance of a consistent application of the Employer's *Directive on Telework* which accounts for departmental realities and operations.

- The creation of such a panel to address matters related to telework supports informal discussions and satisfactory resolution of such matters.

Based on the above recognition, the parties agree that:

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

#### Joint Consultation Forum on the Employer's Directive on Telework

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

The Joint Consultation Committee will:

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

#### Information

In addition to the above, the Employer, subject to the *Access to Information Act and Privacy Act*, will endeavour to share information and consult regularly with the Public Service Alliance 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, 2026.



Canada Border  
Services Agency    Agence des services  
frontalières du Canada  
President            Présidente  
Ottawa, Canada  
K1A 0L8

June 12<sup>th</sup>, 2024

Dear Mark,

Thank you for your correspondence.

While the CBSA and the Customs and Immigration Union have been working together to address concerns around the Hybrid Work Model that was introduced April 1, 2023, I would agree that there is still more work to be done and adjustments to be explored.

Therefore, I propose that we formalize the current Hybrid Touchpoint meetings by creating a joint-consultation committee to be comprised of the CIU National Executive, Vice-President of Human Resources and select Regional Directors General.

This committee can focus on the implementation of TBS's updated Direction on Prescribed Presence in the Workplace at the CBSA, addressing issues, such as, but not limited to, regional hubs and section 6 facilities, Indigenous communities, headquarters opportunities and 125km travel requirements.

Should you agree, we will schedule a meeting to discuss terms of reference, membership and frequency within two weeks of the ratification of the tentative FB agreement.

Regards,

Erin O'Gorman  
President  
Canada Border Services Agency