TREASURY BOARD NEGOTIATIONS 2021

Common Issues Table (PA-SV-TC-EB)

June 14, 2021

Preamble:

This document represents common bargaining proposals of the Public Service Alliance of Canada for this round of negotiations for the PA, SV, TC and EB bargaining units. These proposals are being submitted without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

The Public Service Alliance of Canada reserves the right to add to, amend, modify, and withdraw its proposals at any time during collective bargaining, to introduce counter-proposals to the Employer's demands, and to introduce new demands that might emerge from discussions at the bargaining table or from new information obtained during negotiations.

The workers covered under this agreement work proudly on behalf of Canadians. Accordingly, the Union is introducing language, and reserves the right to introduce additional language, to maintain and improve the quality and level of the public services provided to Canadians.

Where the word RESERVE appears, it means that the Union reserves the right to make proposals at a later date.

For ease of reference, the proposals were developed primarily using the PA collective agreement for wording and articles number. Consequential amendments may be required throughout all of the collective agreements.

If neither party has a proposal on a specific clause or article or memorandum of understanding, that clause or article or memorandum shall be renewed.

Finally, the Union requests of the Employer disclosure of any plans for changes at its administrative or workplace level that may affect this round of negotiations, and reserves the right to make additional proposals after receiving this information.

ARTICLE 2
INTERPRETATION AND DEFINITIONS

RESERVE

ARTICLE 7
NATIONAL JOINT COUNCIL AGREEMENTS

Amend as follows:

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:

Housekeeping - Replace the current list with the updated NJC directive list below:

Bilingualism Bonus

Commuting Assistance Directive

First Aid to the General Public - Allowance for Employees

Foreign Service Directives

Isolated Posts and Government Housing Directive

NJC Relocation Directive

Occupational Health and Safety Directive

Public Service Health Care Plan

Travel Directive

Uniforms Directive

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

ARTICLE 10
INFORMATION

10.01 The Employer agrees to supply the Alliance **and the local, on a monthly basis, with a list of new hires and all employee movements (in, out, actings, etc.) in the bargaining unit. The list referred to herein shall include the name, employing department, work location, classification of the employee, work email address, personal email, telephone and mailing address with the data entry log date. Such list shall be provided within one (1) month following the termination of each month. As soon as practicable, the Employer agrees to add to the above list the date of appointment for new employees.** ~~each quarter with the name, geographic location and classification of each new employee.~~

ARTICLE 11
CHECK-OFF

NEW (*consequential renumbering required*)
11.04 For dues remittance purposes the Employer shall provide to the Alliance on monthly basis the following information for each employee in separate columns:

- **Individual Agency Number**
- **Surname of employee**
- **First name of employee**
- **Current classification group and level**
- **Effective date of data extract**
- **Current employer code**
- **Current department code**
- **Current work location (street address, building name, floor designation, city, province/territory and postal code)**
- **GEO Location Code**

The Union RESERVE the right to make further proposals on the remainder of this Article at a future date.

ARTICLE 12
USE OF EMPLOYER FACILITIES

12.03 A duly accredited representative of the Alliance may be permitted access to the Employer's premises, which includes 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 14
LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

14.14 The Employer will grant leave without pay to an employee who is elected as a full-time official of the Alliance within one (1) month after notice is given to the Employer of such election. The duration of such leave shall be for the period the employee holds such office.

NEW (*consequential renumbering required*)

14.15 When an Employee is hired into an Alliance staff position and provides a minimum of two (2) weeks notice, the Employer shall grant a leave of absence without pay and without loss of seniority for the duration of such leave for up to one (1) year. During this time period, the employee may, upon two (2) weeks' written notice, be returned to the position held immediately prior to the commencement of the leave.

NEW

14.16 The Employer shall advise the Alliance within one week of the appointment of new Alliance-represented employees and shall grant leave with pay to a reasonable number of employees to provide Alliance orientation to all new Alliance represented employees.

NEW

14.17 When operational requirements permit, the Employer will grant leave without pay to employees for any other union business validated by the Alliance with an event letter.

AMEND

14.~~15~~**18**

Leave **without pay** granted to an employee under **this** Article, **with the exception of article 14.14 and 14.15 above,** ~~14.02, 14.09, 14.10, 14.12 and 14.13~~ will be with pay; the PSAC will reimburse the Employer for the salary and benefit costs of the employee during the period of approved leave with pay according to the terms established by the joint agreement.

ARTICLE 17
DISCIPLINE

NEW 17.XX When an employee is suspended from duty pending investigations, stoppage of pay and allowances will only be invoked in extreme circumstances when it would be inappropriate to pay an employee.

Each case will be dealt with on its own merits and considered when the employee is:

- **a. in jail awaiting trial, or**
- **b. clearly involved in the commission of an offence that contravenes a federal act or the Code of Conduct, and significantly affects the proper performance of his/her duties.**

17.04 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.

NEW 17.XX At no time may electronic monitoring systems be used as a means to evaluate the performance of employees, or to gather evidence in support of disciplinary measures unless such disciplinary measures result from the commission of a criminal act.

17.05 Any document or written statement related to disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

ARTICLE 19
NO DISCRIMINATION

RESERVE

ARTICLE 20
~~SEXUAL HARASSMENT~~

Amend as follows:

Change title to: HARASSMENT AND ABUSE OF AUTHORITY

20.01 The Alliance and the Employer recognize the right of employees to work in an environment free from **violence, harassment,** sexual harassment **and abuse of authority**, and agree that **violence, harassment,** sexual harassment **and abuse of authority** will both be prevented and will not be tolerated in the workplace.

NEW 20.02

Definitions:

a) Harassment, violence or bullying includes any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause distress, harm, offence, humiliation, or other physical or psychological injury, or illness to an employee, their dignity or their reputation, including any vexatious action, conduct, comment or display, in any form. Harassment can be expressed on the basis of many factors including but not limited to race, creed, religion, colour, sex, sexual orientation, gender-determined characteristics, political belief, political association or political and/or union activity, marital status, family status, source of income, physical and/or psychological disability, physical size or weight, age, nationality, ancestry or place of origin;

b) Abuse of authority occurs when an individual or group of individuals uses the power and authority inherent in their position or occupation, and/or influence to threaten, endanger an employee's job, potentially undermine the employee ability to perform that job, threaten the economic livelihood of that employee or in any way interfere with or influence the career reputation or dignity of the employee. It may include intimidation, removal of resources, unfair or abusive control of resources and/or information, removal of meaningful valued work and/or making an individual redundant, threats, loss of dignity, blackmail or coercion.

The Union RESERVE the right to make further proposals on the remainder of this Article at a future date.

ARTICLE 23
JOB SECURITY

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

23.02 Where a person who has been employed in the same department/agency as a term employee for a cumulative working period of three (3) years without a break in service longer than sixty (60) consecutive calendar days, the department/agency shall appoint the employee indeterminately at the level of his/her substantive position. The "same department" includes functions that have been transferred from another department/agency by an Act of Parliament or by an Order-in-Council.

23.03 The Employer agrees not to artificially create a break in service or reduce a term employee's scheduled hours in order to prevent the employee from attaining full-time indeterminate status.

ARTICLE 24
TECHNOLOGICAL CHANGES

24.01 The parties have agreed that, in cases where, as a result of technological change, the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function**, the relocation of a work unit or work formerly performed by a work unit,** Appendix D, Work Force Adjustment, will apply. In all other cases, the following clauses will apply.

24.02 In this article, "technological change" means:

a. the introduction by the Employer of equipment, ~~or~~ material, **systems or software** of a different nature than that previously utilized;
and

b. a change in the Employer's operation directly related to the introduction of that equipment, ~~or~~ material, **systems or software.**

24.03 ~~Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations.~~ Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.

24.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than ~~one hundred and eighty (180)~~ **three hundred and sixty (360)** days' written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

24.05 The written notice provided for in clause 24.04 will provide the following information:

a. the nature and degree of the technological change;

b. the date or dates on which the Employer proposes to effect the technological change;

c. the location or locations involved;

d. the approximate number and type of employees likely to be affected by the technological change;

e. the effect that the technological change is likely to have on the terms and conditions of employment of the employees affected.

f. the business case and all other documentation that demonstrates the need for the technological change and the complete formal and documented risk assessment that was undertaken as the change pertains to the employees directly impacted, all employees who may be impacted and to the citizens of Canada if applicable, and any mitigation options that have been considered.

24.06 As soon as reasonably practicable after notice is given under clause 24.04, the Employer shall consult meaningfully with the Alliance, **at a mutually agreed upon time,** concerning the rationale for the change and the topics referred to in clause 24.05 on each group of employees, including training.

24.07 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Employer will ~~make every reasonable effort to~~ provide the necessary training during the employee's working hours without loss of pay and at no cost to the employee.

ARTICLE 34
VACATION LEAVE

ALL TABLES (PA, SV, TC, EB)

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 ~~eighth (8th)~~ **fifth (5th)** year of service occurs;

b. twelve decimal five (12.5) hours commencing with the month in which the employee's ~~eighth (8th)~~ **fifth (5th)** 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;~~

~~c.~~ fifteen decimal six two five (15.625) hours commencing with the month in which the employee's ~~eighteenth (18th)~~ **tenth (10)** anniversary of service occurs;

~~**d.** sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;~~

e. eighteen decimal seven five (18.75) hours commencing with the month in which the employee's ~~twenty-eighth (28th)~~ **twenty-third (23th)** anniversary of service occurs~~.~~**;**

f. Twenty (20) hours commencing with the month in which the employee's thirtieth (30th) anniversary of service occurs;

g. Twenty-one decimal eight seven five (21.875) hours commencing with the month in which the employee's thirty-fifth (35th) anniversary of service occurs.

34.11 Carry-over and/or liquidation of vacation leave

a) Where, in any vacation year, an employee has not **used** ~~been granted~~ all of the vacation leave credited to him or her, the unused portion of his or her vacation leave up to a maximum of two hundred and sixty-two decimal five (262.5) hours credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours shall be automatically paid in cash at his or her rate of pay as calculated from the classification prescribed in his or her certificate

of appointment of his or her substantive position on the last day of the vacation year.

PA, SV, TC, EB SPECIFIC PROPOSAL

RESERVE

ARTICLE 38
MATERNITY LEAVE WITHOUT PAY

The Union reserves the right to make further proposals to:

- RESERVE on changes related to QPIP legislative amendments.

- Eliminate the requirement to pay-back maternity allowances in cases where the member is not rehired or does not complete the return-to-work period:

38.02 Maternity allowance

a. An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), provided that she:

i. has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,

ii. provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,

and

~~iii. has signed an agreement with the Employer stating that:~~

~~A. she will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;~~
~~B. following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;~~
~~C. should she fail to return to work as described in section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, she will be indebted to the Employer for an amount determined as~~

~~follows:~~

~~(allowance received) X (remaining period to be worked following her return to work) / [total period to be worked as specified in (B)]~~

~~however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in section (A)within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).~~

~~b. For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).~~

ARTICLE 40
PARENTAL LEAVE WITHOUT PAY

The Union reserves the right to make further proposals to:

- Increase the supplemental allowance to 93% for the extended option.
- RESERVE on changes related to QPIP legislative amendments.
- Eliminate the requirement to pay-back parental allowances in cases where the member is not rehired or does not complete the return-to-work period:

40.02 Parental allowance

a. An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:

i. has completed six (6) months of continuous employment before the commencement of parental leave without pay,

ii. provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,

and

~~iii. has signed an agreement with the Employer stating that:~~

~~A. the employee will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act, on the expiry date of his or her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;~~

~~B. Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the standard parental allowance, in addition to the period of time referred to in section 38.02(a)(iii)(B), if applicable. Where the employee has elected the extended parental allowance, following his or her return to work, as described in section (A), the employee will work for a period equal to sixty per cent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in section 38.02(a)(iii)(B), if applicable;~~

C. should he or she fail to return to work as described in section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, he or she will be indebted to the Employer for an amount determined as follows:

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

however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in section (A) within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

ARTICLE 53
LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

RESERVE

ARTICLE 68
DURATION

RESERVE

NEW ARTICLE
PROTECTIONS AGAINST CONTRACTING OUT

XX.01 The Employer shall use existing employees or hire and train new employees before contracting out work described in the Bargaining Certificate and in the Group Definition.

XX.02 The Employer shall consult with the Alliance and share all information that demonstrates why a contracting out option is considered to be preferable. This consultation shall occur before a decision is made so that decisions are made on the best information available from all stakeholders.

XX.03 Shared information shall include but is not limited to information on contractors in the workplace, existing contracts, complaints resulting from the use of contractors, expected working conditions, complexity of tasks, security requirements and certifications, future resource and service requirements, skills inventories, knowledge transfer, position vacancies, workload, and potential risks and benefits to impacted employees, including health and safety, all employees affected by the initiative, and cost audits.

This consultation will include all information, including an analysis of costs through the lifetime of the proposed contract, additional costs that may be incurred ("costs plus versus fixed costs"), and risk analysis should the contractor fail to meet its contractual obligations in any respects. This risk analysis must make note of any plans to use public service workers should the contractor fail, and what contingencies are in place to ensure that adequately trained and certified workers are maintained in the public service and have access to appropriate tools.

XX.04 The Employer shall consult with the Alliance before:

i) any steps are taken to contract out work currently performed by bargaining unit members; any steps are taken to contract out future work which could be performed by bargaining unit members whether for increased workload in existing services or for new services or programs; and

ii) prior to issuing any Notice of Proposed Procurement, Request for Information, Request for Expression of Interest or Request for Proposal.

XX.05 The Employer shall review its use of temporary staffing agency personnel on an annual basis and provide the Alliance with a comprehensive report on the uses of temporary staffing, no later than three (3) months after the review is completed. Such notification will include comparable Public Service classification level, tenure, location of employment and reason for employment.

The report will segment use of temporary help agency workers into the three acceptable uses for such:

a. **when a public servant is absent for a temporary period of time;**
b. **when there is a requirement for additional staff during a temporary workload increase, in which there is an insufficient number of public servants available to meet the requirement;**
c. **a position is vacant and staffing action is being completed.**

The Employer will inform the Alliance why it was not possible to use indeterminate, term or casual employees for this work, why employees were not hired from existing pools, and what the plan and timeline is for stopping the use of temporary help agency workers.

XX.06 The Employer shall include in the above all deliberations, considerations or plans to use public-private partnerships for the provision of public infrastructure and/or services.

The Union RESERVE the right to make further proposals on the remainder of this Article at a future date.

NEW ARTICLE
REMOTE WORK

The Union RESERVE the right to make proposals, including but not limited to the items listed below, at a future date.

- The protection of flexible working arrangements.
- The right not to be monitored.
- The right to refuse remote work.
- The Employer’s obligation to provide equipment & reimburse expenses.
- The health and safety of employees including respect for ergonomics.

NEW ARTICLE
THE RIGHT TO DISCONNECT

RESERVE

NEW ARTICLE
EQUITY IN THE WORKPLACE

NEW

XX.01 All employees and managers shall be provided mandatory instructor led, facilitated and interactive training utilizing educational materials that the Employer and PSAC have consulted and collaborated on. This mandatory training shall include, but is not limited to:

i. **diversity and inclusion**
ii. **employment equity**
iii. **unconscious bias**
iv. **implementation of Call to Action #57 of the Truth and Reconciliation Commission**

The Union RESERVE the right to make proposals on the remainder of this Article at a future date.

NEW ARTICLE
LEAVE FOR INDIGENOUS TRADITIONAL PRACTICE

XX.01 Every employee who is a self-identified Indigenous person and who has completed at least three consecutive months of continuous service shall be granted a paid leave of absence of up to five days in every calendar year, to engage in traditional practices, including:

(a) hunting;
(b) fishing;
(c) harvesting; and
(d) any practice prescribed by regulation under the Canada Labour Code.

XX.02 The leave of absence may be taken in one or more periods.

XX.03 The scheduling of the leave shall be determined by the employee; leave shall not be unreasonably denied.

NEW ARTICLE
INDIGENOUS LANGUAGE ALLOWANCE

RESERVE

NEW ARTICLE
BILLINGUALISM ALLOWANCE

The Union RESERVE the right to make proposals, including but not limited to the items listed below, at a future date.

- Insert the bilingualism bonus directive in the collective agreement and increase the amount of the allowance (*with a consequential amendment to article 7*).
- Additional funding for second language training.

NEW
SOCIAL JUSTICE FUND

The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such a contribution will be made for all hours worked by each employee in the bargaining unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letter Patent of the PSAC Social Justice Fund.

APPENDIX A

The Union reserves the right to table a proposal on general economic increases.

APPENDIX C

MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO A JOINT LEARNING PROGRAM

RESERVE

APPENDIX D
WORKFORCE ADJUSTMENT

General

Application
This appendix applies to all 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 (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), **with a view to enabling their retirement or alternate employment opportunities outside of the public service**.

Definitions

Affected employee (employé-e touché)
Is an indeterminate employee who has been informed in writing that his or her services may no longer be required because of a workforce adjustment situation **or an employee affected by a relocation.**

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 appendix, **except in cases where remote working is not available, and relocation would place undue hardship on the employee and the employee's family as a result of a relocation to a location that the employee is unable to relocate to.**

Reasonable job offer (offre d'emploi raisonnable)
Is an offer of indeterminate employment within the core public administration, normally at an equivalent level, but which could include lower levels. Surplus employees must be both trainable, **willing to work remotely** 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.

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.~~ **40km from the employee's current place of duty.**

Relocation of 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~~ **beyond 40 km** from the former work location and from the employee's current residence.

Remote Working Arrangement
Is an arrangement where the employee works remotely and which must be instituted in situations where the employee agrees to work remotely and where remote work can lead to a guaranteed reasonable job offer or provide alternate work without requiring relocation.

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 or a relocation in which the employee does not wish to participate or an alternative delivery initiative.

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 who the department finds employment with other departments, **the number of employees whose jobs are retained as a result of remote working opportunities, the number of employees who are relocated,** 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 Secretariat to carry out annual audits. **The results of those audits will be shared with the PSAC no later than two months after they have been completed.**

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, Excluded Groups and Administrative Policies, Labour Relations and Compensation Operations, Treasury Board Secretariat.

Enquiries by employees pertaining to entitlements to a priority in appointment or to their status in relation to the priority appointment process should be directed to their departmental or organizational human resource advisors or to the ~~Priority Advisor of the PSC~~ responsible for their case.

Part I: roles and responsibilities

1.1 Departments or organizations

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. **Departments or Organizations shall share the results of that planning with the Union once notification of a workforce adjustment situation has been given.**

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 and appointing departments or organizations in joint efforts to redeploy departmental or organizational surplus employees and laid-off persons. **Departments or organizations will share the details and results of their cooperative efforts with other departments and organizations in writing with each affected employee.**

1.1.5 Departments or organizations shall establish systems to facilitate redeployment or retraining of their affected employees, surplus employees, and laid-off persons. **The details of such systems shall be shared with the Union once notification of a workforce adjustment has been given.**

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 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 6.3 of this 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.

NEW 1.1.7 (renumber current 1.1.7 ongoing)

1.1.7 When a deputy head determines that the indeterminate appointment of a term employee would result in a workforce adjustment situation, the deputy head shall communicate this to the employee within thirty (30) days of having made the decision, and to the union in accordance with the notification provisions in 2.1.5.

Deputy heads shall review the impact of workforce adjustment on no less than an annual basis to determine whether the conversion of term employees will no longer result in a workforce adjustment situation for indeterminate employees. If it will not, the suspension of the roll-over provisions shall be ended.

If an employee is still employed with the department more than three (3) years after the calculation of the cumulative working period for the purposes of converting an employee to indeterminate status is suspended the employee shall be made indeterminate or be subject to the obligations of the Workforce Adjustment appendix as if they were.

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 (120) days to consider the three options outlined in Part VI of this 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 (a), twelve (12) month surplus priority period in which to secure a reasonable job offer.

1.1.9 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 6.3 of this appendix upon request by any indeterminate affected employee who can demonstrate that his or her duties have already ceased to exist.

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

1.1.11 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.

1.1.12 The home department or organization shall provide the PSC with a **written** 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 qualifications if such a position were available. **The home department will provide a copy of that written statement to the bargaining agent that represents the employee.**

1.1.13 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 D, Workforce Adjustment, of this agreement applies.

1.1.14 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, **is not able to work remotely** or cannot be retrained within two (2) years, or is laid-off at his or her own request.

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

1.1.16 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 appointment to a lower level except where all other avenues have been exhausted.

1.1.17 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.

1.1.18 Home departments or organizations shall relocate surplus employees and laid-off individuals, if necessary, **and when other alternate work arrangements are not possible**.

1.1.19 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.

NEW XX (renumber current 1.1.19 ongoing)

a) In the event that remote working opportunities are not possible, the employer shall make every reasonable effort to provide an employee with a reasonable job offer within a forty (40) kilometre radius of his or her work location.

b) In the event that reasonable job offers can be made within a forty (40) kilometre radius to some but not all surplus employees in a given work location, such reasonable job offers shall be made in order of seniority.

c) In the event that a reasonable job offer cannot be made within forty (40) kilometres, every reasonable effort shall be made to provide the employee with a reasonable job offer in the province or territory of his or her work location, prior to making an effort to provide the employee with a reasonable job offer in the public service.

d) In the event that reasonable job offers can be provided to some but not all surplus employees in a given province or territory, such reasonable job offers shall be made in order of seniority.

e) An employee who chooses not to accept a reasonable job offer which requires relocation to a work location which is more than forty (40) kilometres from his or her work location shall have access to the options contained in section 6.4 of this Appendix.

1.1.20 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 Integrated Relocation Directive.

1.1.21 For the purposes of the NJC Integrated Relocation Directive, surplus employees and laid-off persons who relocate under this appendix shall be deemed to be employees on employer requested relocations. The general rule on minimum distances for relocation applies.

1.1.22 For the purposes of the *Travel Directive*, laid-off persons travelling to interviews for possible reappointment to the core public administration are deemed to be a "traveller" as defined in the *Travel Directive*.

1.1.23 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.

1.1.24 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 authorities.

1.1.25 Departments or organizations shall protect the indeterminate status and surplus priority of a surplus indeterminate employee appointed to a term position under this appendix.

1.1.26 Departments or organizations shall inform the PSC, **and the PSAC** in a timely fashion, and in a method directed by the PSC **and the PSAC**, of the results of all referrals made to them under this appendix.

1.1.27 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.

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

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

1.1.30 Departments or organizations acting as appointing departments or organizations shall cooperate with the PSC and other departments or organizations in accepting, to the extent possible, affected, surplus and laid-off persons from other departments or organizations for appointment or retraining. **Departments or organizations acting as appointing departments or organizations shall notify the PSC, the home department or organization and the PSAC of instances where appointments are possible, where appointments are made and where they are not made and the reasons why those employees were not appointed.**

1.1.31 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.

1.1.32 When a surplus employee refuses a reasonable job offer, he or she shall be subject to layoff 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 appendix shall continue to apply.

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

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

a. the workforce adjustment situation and its effect on that individual;
b. the workforce adjustment Appendix;
c. the PSC's Priority Information Management System and how it works from the employee's perspective;
d. preparation of a curriculum vitae or resumé;
e. the employee's rights and obligations;
f. the employee's current situation (for example, pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
g. alternatives that might be available to the employee (the alternation process, **remote work,** appointment, relocation, retraining, lower-level employment, term employment, retirement including the possibility of waiver of penalty if entitled to an annual allowance, transition support measure, education allowance, pay in lieu of unfulfilled surplus period, resignation, accelerated lay-off);
h. the likelihood that the employee will be successfully appointed;
i. the meaning of a guarantee of a reasonable job offer, a twelve (12) month surplus priority period in which to secure a reasonable job offer, a transition support measure and an education allowance;
j. advise employees to seek out proposed alternations and submit requests for approval as soon as possible after being informed they will not be receiving a guarantee of a reasonable job offer;
x. advise employees of opportunities to access remote work either in combination with an alternation or otherwise and to seek out these opportunities and submit requests for approval as soon as possible after being informed they will not be receiving a guarantee of a reasonable job offer;
k. the Human Resources Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);
l. preparation for interviews with prospective employers;
m. feedback when an employee is not offered a position for which he or she was referred;
n. repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;
o. advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity; and
p. advising employees of the right to be represented by the Alliance in the application of this appendix.

1.1.35 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.

1.1.36 Severance pay and other benefits flowing from other clauses in this agreement are separate from and in addition to those in this appendix.

1.1.37 Any surplus employee who resigns under this 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.

1.1.38 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.

1.1.39 The department or organization will notify the affected employee in writing, within five (5) working days of the decision pursuant to subsection 1.1.38.

1.2 Treasury Board Secretariat

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

a. investigate and seek to resolve situations referred by the PSC, **the PSAC** or other parties, **and communicate the results of the investigation and resolution strategy to them;**
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 (PSC) governing legislation, it is the responsibility of the PSC 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 will, in accordance with the *Privacy Act*:

a. provide the Treasury Board Secretariat with information related to the administration of priority entitlements which may reflect on departments' or organizations' level of compliance with this directive; and
b. provide information to the bargaining agents 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'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 Commission. For greater detail on the PSC's role in administering surplus and lay-off priority entitlements, refer to Annex C of this appendix.

1.4 Employees

1.4.1 Employees have the right to be represented by the Alliance in the application of this appendix.

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 (a) of Part VI of this appendix are responsible for:

a. actively seeking alternative employment in cooperation with their departments or organizations and the PSC, unless they have advised the department or organization and the PSC, 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 resumés) to the home department or organization and to the PSC to assist them in their appointment activities;
d. ensuring that they can be easily contacted by the PSC 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, and job offers made by departments or organizations), including retraining**, remote working** 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 appendix;
b. communicating their choice of options, in writing, to their manager no later than one hundred and twenty (120) days after being declared opting.

Part II: official notification

2.1 Department or organization

2.1.1 As already mentioned in 1.1.11, departments or organizations shall advise and consult with the bargaining agent 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 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 Secretariat of Canada, 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.

NEW 2.1.5 (renumber current 2.1.5 ongoing)

2.1.5 When a deputy head determines that specified term employment in the calculation of the cumulative working period for the purposes of converting an employee to indeterminate status shall be suspended to protect indeterminate employees in a workforce adjustment situation, the deputy head shall:

(a) inform the PSAC or its designated representative, in writing, at least 30 days in advance of its decision to implement the suspension and the names, classification and locations of those employees and the date on which their term began, for whom the suspension applies. Such notification shall include the reasons why the suspension is still in place for each employee and what indeterminate positions that shall be subject to work force adjustment if it were not in place.

(b) inform the PSAC or its designated representative, in writing, once every 12 months, but no longer than three (3) years after the suspension is enacted, of the names, classification, and locations of those employees and the date on which their term began, who are still employed and for which the suspension still applies. Such notification shall include the reasons why the suspension is still in place for each employee and what indeterminate positions that shall be subject to work force adjustment if it were not in place.

(c) inform the PSAC no later than 30 days after the term suspension has been in place for 36 months, and the term employee's employment has not been ended for a period of more than 30 days to protect indeterminate employees in a workforce adjustment situation, the names, classification, and locations of those employees and the date on which their term began and the date that they will be made indeterminate. Term employees shall be made indeterminate within 60 days of the end of the three-year suspension.

Part III: relocation of a work unit

3.1 General

3.1.1 In cases where a work unit is 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, **enter into a remote work arrangement if possible,** 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 **in a remote work arrangement doing the same work, a guarantee of a reasonable job offer elsewhere in the department or the public service** 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 1.1.18 to 1.1.22.

3.1.4 After due consideration of remote work arrangements, where relocation is required, although departments or organizations will endeavour to respect employee location preferences, nothing precludes the department or organization from offering a relocated position to an employee in receipt of a guarantee of a reasonable job offer from his or her deputy head, after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area.

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, **including language training opportunities**, pursuant to subsection 4.1.1.

4.1.3 When a retraining opportunity has been identified, the deputy head of the home department or organization shall approve up to two (2) years of retraining. **Opportunities for retraining, including language training, shall not be unreasonably denied.**

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.X.X Retraining will not be unreasonably denied. When an employee's request for retraining is denied, the employer must provide the reasons why the retraining was denied to the employee in writing, and why the retraining would not facilitate re-employment.

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 will be provided in writing.~~ **The employee will be advised in writing why the retraining plan was not approved.**

4.2.3 Once a retraining plan has been initiated, its continuation and completion are subject to satisfactory performance by the employee. **Status reports will be provided to the employee in writing 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 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 employee who is guaranteed a reasonable job offer is also guaranteed~~, subject to the 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*.

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 reasons in writing~~, if so requested by the employee~~ **to the employee and to the PSAC, and why remote working opportunities have not been considered or have been discarded.** Employees in receipt of this guarantee will not have access to the choice of options below, **unless the GRO becomes dependent on a reasonable job offer to a location to which the employee is unable to relocate.**

6.2 Voluntary 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, Ci or Cii;

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 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 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. 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 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.

6.3.9 Alternation opportunities include instances where the alternate is able to perform the work remotely.

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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:

i. 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.

ii. 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 (120) day opting period referred to in 6.1.2 which remains once the employee has selected in writing Option (a).

iii. When a surplus employee who has chosen or is deemed to have chosen Option (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 (b), the transition support measure.

iv. Departments or organizations will make every reasonable effort to market a surplus employee within the employee's surplus period within his or her preferred area of mobility.

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 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 transition support measure (see Option (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 Option (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 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 ben efit 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 Option (b) or Option (c) above.

6.4.3 The TSM, pay in lieu of unfulfilled surplus period, and the education allowance cannot be combined with any other payment under the workforce adjustment Appendix.

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

6.4.5 Employees choosing Option (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 dollars ($1,000) 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 who has received a TSM, pay in lieu of unfulfilled surplus period, or an education allowance, and is reappointed to the public service shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of such reappointment or hiring to the end of the original period for which the TSM or education allowance was paid.

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 (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 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

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. **Employees who are affected by alternative delivery initiatives and who do not receive job offers from the new employer shall be treated in accordance with the provisions of Parts I-VI of this Appendix.**

APPENDIX F

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

RESERVE

APPENDIX M

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

RESERVE

APPENDIX N

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

RESERVE

TREASURY BOARD NEGOTIATIONS 2021

Two (2) proposals of the items on RESERVE in our initial package of proposals dated 14 June 2021. Without prejudice and subject to errors and omissions.

Common Issues Table (PA-SV-TC-EB)

September 29, 2021

NEW ARTICLE
REMOTE WORK

For the purpose of this article a telework agreement is defined as per the Directive on Telework effective April 1, 2020.

XX.01 Employees shall be informed that participation in telework is voluntary and that they are not required to telework.

XX.02 An employee may request to enter into a new telework agreement or request a review that could result in an adjustment of an existing telework agreement. A request for a new telework agreement or the review of an existing telework agreement will be considered on a case-by-case basis and a decision shall be provided within twenty-eight (28) calendar days of the request. Approval shall not be unreasonably denied.

XX.03 If the Employer denies a request for a new telework agreement or for a review of an existing telework agreement, then the Employer shall provide the reasons in writing.

XX.04 Employees with a telework agreement may elect to terminate the agreement with reasonable notice to the Employer. The Employer will concede to such termination no later than twenty-eight (28) calendar days following receipt of such notice.

XX.05 Telework agreements will only be terminated at the request of the employee, or for just cause by the Employer. All terminations for just cause shall include the written reasons and be immediately communicated to the union.

XX.06 An employee has the right to grieve a denied request for a telework agreement or for a review of an existing telework agreement and when the Employer has terminated a telework agreement.

XX.07 Notwithstanding the above, nothing restricts an employee's right to request to work remotely on a temporary or as-needed basis without establishing a formal telework agreement. Such requests shall not be unreasonably denied.

XX.08 **Provision of Equipment and Supplies**

a. Departments and Agencies shall provide all employees in a telework agreement with all equipment and software required for the telework location to comply with the *Canada labour Code,* Part II*.* This would include, but is not limited to:
   i. computer(s), monitor(s), and any other peripheral equipment that is required to carry out the employee's work;
   ii. any software required to do their work or to communicate with other workers;
   iii. ergonomic workstation furniture and equipment required to ensure an ergonomic and safe workspace. An assessment, by a qualified ergonomic specialist, shall be conducted upon request by an employee. Any recommendations from the assessment, approved by the Employer, shall be implemented without delay.

b. An employee shall be paid an allowance of one hundred dollars ($100.00) for each calendar month, during which an employee teleworks for at least seventy-five (75) hours.

XX.09 Unless otherwise specified in this Article, all terms and conditions of a telework agreement shall be consistent with the provisions of the Collective Agreement.

XX.10 **Notice to the Union**

a. On a quarterly basis, the Employer shall provide to the Union, a list of all employees with telework agreements. The list shall include the employees name, position, classification, Employer work unit and location, actual remote work location, including the physical address, and contact information for each employee as well as whether or not each entry is a continuing, new, or revised telework agreement.

THE RIGHT TO DISCONNECT

Add to a preamble in Article 25 – hours of work;

Unless specified elsewhere in this Collective Agreement, an employee is under no obligation to engage in work-related communications including, but not limited to, answering calls or emails outside of normal working hours, nor shall they be subject to discipline or reprisals for exercising their rights under this Article.

TREASURY BOARD NEGOTIATIONS 2021

Proposals of the items on RESERVE in our initial package dated 14 June 2021. Without prejudice and subject to errors and omissions.

Common Issues Table (PA-SV-TC-EB)

November 4, 2021

ARTICLE 19
NO DISCRIMINATION

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

NEW 19.02 Employees who experience discrimination may submit a grievance and may also exercise their rights to file a complaint with the Canadian Human Rights Commission.

19.02~~2~~**3 With respect to a grievance filed in relation to this Article;**

a. Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

b. If, by reason of paragraph (a), a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

19.03~~4~~ By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination. The selection of the mediator will be by mutual agreement.

NEW 19.05 When the Employer becomes aware of discrimination in the workplace, whether as a result of observation or as a result of a complaint by an employee or a grievance, the Employer shall immediately undertake an investigation.

NEW 19.06 Selection of Investigator

The factors considered for the selection of an investigator shall include the candidates' impartiality, that they possess the necessary training that includes the consideration of intersectionality and experience, and from the viewpoint of the complainant, their fit with the candidates' lived experience, background, and possible membership in an equity-seeking group.

NEW 19.07 **The statement of work for the investigator shall include a commitment to meet all willing witnesses provided by the parties and an expected completion date**.

NEW 19.08 **An Investigation will be discontinued if the parties reach resolution via another method.**

19.09 *(Former 19.04)* ~~Upon request by the complainant(s) and/or respondent(s),~~ **The Employer shall provide a grievor, a complainant** and/or **responding party, 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*.

NEW 19.10 **The Employer shall track all investigated incidents of discrimination, including how they were addressed and provide an annual report to the Alliance and the Centre of Expertise on Diversity and Inclusion.**

NEW Training

NEW 19.11 **The Employer shall provide mandatory qualified instructor led, facilitated and interactive training to all employees regarding anti-oppression and discrimination, including intersectionality analysis. Such training shall include information about relevant policies, processes, the applicable legislation, and complaint mechanisms. Time spent in training shall be considered as time worked.**

ARTICLE 20
~~SEXUAL~~ HARASSMENT

Amended 20.01 and New 20.02 tabled 14 June 2021

Amend as follows:

Change title to: HARASSMENT AND ABUSE OF AUTHORITY

20.01 The Alliance and the Employer recognize the right of employees to work in an environment free from **violence, harassment,** sexual harassment **and abuse of authority**, and agree that **violence, harassment,** sexual harassment **and abuse of authority** will both be prevented and will not be tolerated in the workplace.

NEW 20.02

Definitions:

a) Harassment, violence or bullying includes any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause distress, harm, offence, humiliation, or other physical or psychological injury, or illness to an employee, their dignity or their reputation, including any vexatious action, conduct, comment or display, in any form. Harassment can be expressed on the basis of many factors including but not limited to race, creed, religion, colour, sex, sexual orientation, gender-determined characteristics, political belief, political association or political and/or union activity, marital status, family status, source of income, physical and/or psychological disability, physical size or weight, age, nationality, ancestry or place of origin;

b) Abuse of authority occurs when an individual or group of individuals uses the power and authority inherent in their position or occupation, and/or influence to threaten, endanger an employee's job, potentially undermine the employee ability to perform that job, threaten the economic livelihood of that employee or in any way interfere with or influence the career reputation or dignity of the employee. It may include intimidation, removal of resources, unfair or abusive control of resources and/or information, removal of meaningful valued work and/or making an individual redundant, threats, loss of dignity, blackmail or coercion.

<u>NEW 20.03</u> Employees who experience harassment or violence may submit a grievance to seek remedy and/or exercise their rights to report an occurrence as per Part II of the *Canada Labour Code* (CLC) process, and/or file a complaint with the Canadian Human Rights Commission.

Grievance Process

20.0~~2~~**4 With respect to a grievance filed in relation to this Article;**

a. Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
b. If, by reason of paragraph (a), a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

20.0~~35~~**5** By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with **violence, harassment, or** sexual harassment. The selection of the mediator will be by mutual agreement.

Regulatory Process

NEW 20.06 In addition to an employee's right to file a grievance and/or a Human Rights complaint, employees may submit a Notice of Occurrence, as per the section 15 (1) of the Work Place Harassment and Violence Prevention Regulations.

NEW 20.07 Once a designated representative receives a Notice of an Occurrence as per Part II of the *Canada Labour Code* (CLC), then they shall immediately confer with the principal party and their union representative to determine whether or not the incident(s) and/or pattern of behaviour meets the definition of an occurrence as required by subsection 23(2) of the Regulations. If it is determined that the incident(s) and/or pattern of behaviour meets the definition, then the designated recipient shall immediately undertake the negotiated resolution process.

NEW 20.08 If the matter is not resolved during the negotiated resolution process, both the principal party and the responding party may agree to participate in the conciliation process.

NEW 20.09 Whether or not another resolution process is underway, or whether or not all parties have made a reasonable effort to resolve the occurrence, a principal party that believes the incident meets the definition of an occurrence or does not consider the occurrence resolved, may request an investigation be undertaken forthwith. Once such a request is received the designated representative shall immediately complete and submit the notice of investigation

Investigations, General provisions

NEW 20.10 Selection of Investigator

The factors considered for the selection of an investigator shall include the candidates' impartiality, that they possess the necessary training and experience, and from the viewpoint of the principal party, their fit with the candidates' lived experience, background, and possible membership in an equity-seeking group.

NEW 20.11 The statement of work for the investigator shall include a commitment to meet all willing witnesses provided by the parties and an expected completion date.

NEW 20.12 An Investigation will be discontinued if the parties reach resolution via another method.

20.13 (*former 20.04*) ~~Upon request by the complainant(s) and/or respondent(s),~~ **The Employer shall provide a grievor, a principal party** and/or **responding party**, **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*. **Any recommendations to eliminate or minimize the risk of similar occurrences contained in a report shall be considered by the appropriate Joint Health and Safety Committee after which the committee will advise the Employer of those that they recommend for implementation. The Employer shall provide written rationale to the committee for any recommended recommendations that they do not accept for implementation.**

NEW Training

NEW 20.14 The Employer shall provide mandatory qualified instructor led, facilitated and interactive training to all employees regarding harassment, sexual harassment, and violence in the workplace which includes an intersectional approach. Such training shall include information about relevant policies, processes, the applicable legislation, regulations and available complaint mechanisms. Time spent in training shall be considered as time worked.

ARTICLE 38
MATERNITY LEAVE WITHOUT PAY

38.01 Maternity leave without pay

a. An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than ~~eighteen (18)~~ **twenty (20)** weeks after the termination date of pregnancy.

b. Notwithstanding paragraph (a):

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

or

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

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling ~~eighteen (18)~~ **twenty (20)** weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization while the employee was not on maternity leave, to a maximum of ~~eighteen (18)~~ **twenty (20)** weeks.

38.02 Maternity allowance

a. An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), provided that she:

i. has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,

ii. provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,

and

~~iii. has signed an agreement with the Employer stating that:~~

~~A. she will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act on the expiry date of her maternity leave without~~

~~pay unless the return to work date is modified by the approval of another form of leave;~~

~~B. following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;~~

~~C. should she fail to return to work as described in section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, she will be indebted to the Employer for an amount determined as follows:~~

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

~~however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in section (A)within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).~~

~~b. For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).~~

ARTICLE 40
PARENTAL LEAVE WITHOUT PAY

40.01 Parental leave without pay

a. Where an employee has or will have the actual care and custody of a newborn child (including the newborn child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for **a period of up to sixty-three (63) weeks in a seventy-eight (78) week period.** ~~either:~~

~~i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option)~~
~~or~~

~~ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),~~

beginning on the day on which the child is born or the day on which the child comes into the employee's care.

b. Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for **a period of up to sixty-three (63) weeks in a seventy-eight (78) week period.** ~~either:~~

~~i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option)~~
~~or~~

~~ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),~~

beginning **no earlier than five weeks before** ~~on~~ the day on which the child comes into the employee's care.

c. ~~Notwithstanding paragraphs (a) and (b) above, at~~ **At** the request of an employee ~~and at the discretion of the Employer~~, the leave referred to in the paragraphs (a) and (b) above may be taken in two (2) periods.

d. Notwithstanding paragraphs (a) and (b):

i. where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
or

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

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization while the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

e. An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks before the commencement date of such leave

f. The Employer may:

i. defer the commencement of parental leave without pay at the request of the employee;

ii. grant the employee parental leave without pay with less than four (4) weeks' notice;

iii. require an employee to submit a birth certificate or proof of adoption of the child.

g. Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes

40.02 Parental allowance

~~Under the Employment Insurance (EI) benefits plan,~~ **P**arental allowance is payable under two (2) options, either:

- Option 1: standard parental benefits, paragraphs 40.02(c) to (k), or
- Option 2: extended parental benefits, paragraphs 40.02(l) to (t).

Once an employee elects the standard or extended parental benefits and the weekly benefit top up allowance is set, the decision is irrevocable and shall not be changed should the employee return to work at an earlier date than that originally scheduled.

~~Under the Québec Parental Insurance Plan, parental allowance is payable only under Option 1: standard parental benefits.~~

Parental allowance administration

a. An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i) or (l) to (r), providing he or she:

i. has completed six (6) months of continuous employment before the commencement of parental leave without pay,

ii. provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance Plan or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,
~~and~~

~~iii. has signed an agreement with the Employer stating that:~~

~~A. the employee will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*, on the expiry date of his or her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;~~

~~B. Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the standard parental allowance, in addition to the period of time referred to in section 38.02(a)(iii)(B), if applicable. Where the employee has elected the extended parental allowance, following his or her return to work, as described in section (A), the employee will work for a period equal to sixty per cent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in section 38.02(a)(iii)(B), if applicable;~~

~~C. should he or she fail to return to work as described in section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for an amount determined as follows:~~

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

~~however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in section (A) within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).~~

~~b. For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).~~

Option 1 – Standard parental allowance

c. Parental allowance payments made in accordance with the SUB Plan will consist of the following:

   i. where an employee on parental leave without pay as described in subparagraphs 40.01(a)(i) and (b)(i) has elected to receive Standard Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for each week of the waiting period, less any other monies earned during this period;

   ii. for each week the employee receives parental, adoption or paternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate (and the recruitment and retention "terminable allowance" if applicable) and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;

   iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit or has divided the full ~~thirty-two (32)~~ **thirty-six (36)** weeks of parental benefits with another employee in receipt of the full five (5) weeks' paternity under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay for each week (and the recruitment and retention "terminable allowance" if applicable), less any other monies earned during this period;

   iv. where an employee has **received the full fifty-five (55) weeks of adoption benefits or has divided** the full ~~thirty-seven (37)~~ **fifty-nine (59)** weeks of adoption benefits with another employee under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-

three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period;

v. where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance Plan and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, at ninety-three per cent (93%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 38.02(c)(iii) for the same child;

vi. where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraphs 38.02(c)(iii) and 40.02(c)(v) for the same child;

d. At the employee’s request, the payment referred to in subparagraph 40.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance Plan parental benefits.

e. The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act* or the *Act Respecting Parental Insurance* in Quebec.

f. The weekly rate of pay referred to in paragraph (c) shall be:

i. for a full-time employee, the employee’s weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;

ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee’s straight-time earnings by the

straight-time earnings the employee would have earned working full-time during such period.

g. The weekly rate of pay referred to in paragraph (f) shall be the rate (and the recruitment and retention "terminable allowance" if applicable) to which the employee is entitled for the substantive level to which he or she is appointed.

h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate (and the recruitment and retention "terminable allowance" if applicable) the employee was being paid on that day.

i. Where an employee becomes eligible for a pay increment or pay revision that would increase the parental allowance while in receipt of parental allowance, the allowance shall be adjusted accordingly.

j. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

k. The maximum combined, shared, maternity and standard parental allowances payable shall not exceed ~~fifty-seven (57)~~ **sixty-one (61)** weeks for each combined maternity and parental leave without pay.

Option 2 – Extended parental allowance

l. Parental allowance payments made in accordance with the SUB Plan will consist of the following:

   i. where an employee on parental leave without pay as described in subparagraphs 40.01(a)(ii) and (b)(ii), has elected to receive extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, ~~fifty-five decimal eight per cent (55.8%)~~ **ninety-three per cent (93%)** of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) **for each week of** the waiting period, less any other monies earned during this period;

   ii. for each **of the first thirty-five (35)** week**s** the employee receives parental benefits under the Employment Insurance **or the Québec Parental Insurance Plan**, he or she is eligible to receive the difference between ~~fifty-five decimal eight per cent (55.8%)~~ **ninety-three per cent (93%)** of his or her weekly rate (and the recruitment and retention "terminable allowance" if applicable) and the parental benefits, less any other monies earned during this period which may result in a decrease in his or her parental benefits to which he or she would have been eligible if no extra monies had been earned during this period;

iii. where an employee has received the full ~~sixty-one (61)~~ **thirty-five (35) weeks of parental benefits contained in subparagraph 40.02 (l)(ii)** ~~weeks of parental benefits under the Employment Insurance~~**,** and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of ~~one (1)~~ **up to twenty-six (26)** week**s**, **at** fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for each week, less any other monies earned during this period**.**~~, unless said employee has already received the one (1) week of allowance contained in subparagraph 38.02(c)(iii) for the same child.~~

iv. **where an employee has received or has divided the full sixty-one (61) weeks of parental benefits contained in subparagraph 40.02 (l)(ii) and (iii) with another employee in receipt of the full five (5) weeks' paternity under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay for each week (and the recruitment and retention "terminable allowance" if applicable), less any other monies earned during this period;**

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

m. At the employee's request, the payment referred to in subparagraph 40.02 l)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.

n. The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.

o. The weekly rate of pay referred to in paragraph (l) shall be:

i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of parental leave without pay;

ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.

p. The weekly rate of pay referred to in paragraph (l) shall be the rate (and the recruitment and retention "terminable allowance" if applicable) to which the employee is entitled for the substantive level to which he or she is appointed.

q. Notwithstanding paragraph (p), and subject to subparagraph (o)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate (and the recruitment and retention "terminable allowance" if applicable), the employee was being paid on that day.

r. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.

s. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

t. The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.

PSAC reserves the right to table additional editorial/administrative changes to this new MOU, with a view to cleaning up the language.

NEW
MEMORANDUM OF UNDERSTANDING
BILINGUALISM ALLOWANCE AND LANGUAGE TRAINING

DEFINITIONS

Acting assignment (Affectation intérimaire) - means a compensation mechanism for employees temporarily performing higher level duties. It occurs when an employee is required to substantially perform the duties of a higher position for at least the qualifying period stipulated by the collective agreement, or applicable terms and conditions directives.

Bilingualism allowance ~~bonus~~ (Prime au bilinguisme) - means a sum of money paid to eligible employees occupying bilingual positions.

Bilingual position (Poste bilingue) - means a position for which there is a clear requirement for the use of both official languages by the incumbent in the performance of the duties of the position.
The identification of a position as bilingual is done in accordance with Treasury Board criteria.

Linguistic profile (Profil linguistique) - means a coded summary which represents the second language proficiency required for a bilingual position in each official language. In each of three language skills (reading, writing and oral interaction), a level of proficiency is indicated.

Other assignment (Autre affectation) - means a situation where an employee is required to substantially perform temporarily the duties of a position of the same pay level.

Second Language Evaluation (SLE) (Évaluation de langue seconde (ELS)) - means an examination administered and scored by the Public Service Commission (or departments on its behalf), to establish a candidate's proficiency in his/her second language in a work-related context, in each of the three following skills: reading, writing and oral interaction. Note: In 1984, the SLE replaced the Language Knowledge Examination (LKE). Results on the LKE (or the Special Evaluation) which are still valid are recognized for the purpose of this article.

Special assignment (Affectation spéciale) - means an assignment usually longer than one year (such as CAP or long-term detachments), for which there is usually a specific agreement between management and the employee stipulating that, at the end of the assignment(s) the employee will not return to perform his/her former duties.

Written notice (Avis écrit) - means a written notice sent by a manager to an employee informing him/her of a test failure or of the re-identification or raised profile of his/her position.

1.1 Eligibility

1.1.1 An employee is eligible for the bilingualism **allowance** ~~bonus~~ from the date on which the Deputy Head certifies that the following conditions are being met:

(a) the employee occupies a position which has been identified bilingual; and
(b) the employee has Second Language Evaluation (SLE) results confirming that he/she meets the language requirements of his/her position (or in the case of professional requirements - code "P", the employee meets that code at the time of staffing of the position).

1.1.2 The bilingualism **allowance** ~~bonus~~ shall not be payable to the following:

~~(a) employees in the Translation Group, unless their positions are identified bilingual for reasons other than translation;~~
~~(b) employees who continue to receive the frozen ST bilingual differential, under conditions specified in section 1.7 of this directive;~~
~~(c) employees who are classified in the Executive Group of the Management Category. However, all EX equivalents are eligible for the bonus, provided that they meet the eligibility conditions (for equivalences, see Personnel Management Manual (PMM), Volume 2, Chapter 2-2, Appendix A, Amendment 86-3);~~
~~(d) persons appointed by Governor in Council;~~
~~(e) persons locally engaged outside Canada;~~
(a) employees ordinarily working one-third or less of the normal working hours for the same group and category;
(b) persons employed on a temporary basis for three months or less; and
(c) persons under professional or personal service contracts.

1.2 Failures – Responsibilities

1.2.1 If the results of an SLE show that an employee does not meet the linguistic requirements of his/her position, the department will provide written notice that he/she will cease to receive the **allowance** ~~bonus~~ two months after the date of written notice. The written notice shall be given within 10 working days from the date of the decision. Negative test results create responsibilities on the part of managers and employees.

<u>Departments</u>

1.2.2 As a first step, it is incumbent on departments or agencies to review the linguistic identification of the position in terms of the real requirements of the position, and the bilingual capacity of the work unit.

1.2.3 Departments and agencies will re-identify the position as unilingual if the requirements can be effectively absorbed by the work unit.

1.2.4 If the position must remain bilingual, it is incumbent upon the department or agency to provide the bilingual services by other means.

Employees

1.2.5 The employee who did not succeed in establishing that he/she still meets the language requirements of his/her position may remain in his/her position.

1.2.6 The employee may seek a review of SLE testing results in accordance with the Public Service Commission administrative recourse mechanisms.

1.2.7 The employee whose position remains bilingual may become re-eligible for the **allowance** ~~bonus~~ and may have recourse to language training at public expense according to the terms set out in section 1.10 of the directive.

1.3 Other allowance ~~bonus~~ situations

1.3.1 If the language profile of a bilingual position is raised:

(a) payment of the **allowance** ~~bonus~~ continues if the employee meets the higher linguistic profile;
(b) if the employee does not meet the new linguistic profile of the position, payment of the **allowance** ~~bonus~~ ceases two months after the written notice;
(c) language training would be available in accordance with the directive in force.

1.3.2 An employee must be notified within ten (10) working days of a management decision:
- to raise the proficiency profile of a bilingual position occupied by the employee, where the incumbent is in receipt of the **allowance** ~~bonus~~; or - to re-identify a position from bilingual to unilingual where the incumbent is in receipt of the **allowance** ~~bonus~~.

1.3.3 When a bilingual position is re-identified as unilingual, payment of the **allowance** ~~bonus~~ ceases two months after the employee is notified, or two months after the position is re-identified, whichever comes later.

1.4 Assignments

1.4.1 An employee who receives the **allowance** ~~bonus~~ and who is temporarily assigned to another bilingual position shall continue to receive the **allowance** ~~bonus~~, regardless of the linguistic profile of the new position (or functions). However, the **allowance** ~~bonus~~ ceases in the case of acting assignments in the executive group (EX) of the management category with the exception of EX equivalents.

1.4.2 An employee who receives the **allowance** ~~bonus~~ and who is temporarily assigned to a unilingual position shall continue to receive the **allowance** ~~bonus~~ only if the basic monthly salary of the new position is less than, or equal to, the basic monthly salary of the regular position plus the **allowance** ~~bonus~~.

1.4.3 Employees on special assignment will receive the **allowance** ~~bonus~~ if they meet the language requirements of the bilingual position (or functions) to which they are assigned.

1.4.4 Employees on Interchange Canada Program assignments to organizations outside the federal Public Service will continue to receive the bilingualism **allowance** ~~bonus~~ if they have been in receipt of the bilingualism **allowance** ~~bonus~~ immediately prior to beginning the assignment, and if a senior official of the host organization specifies in writing that the assignees are required to use both official languages on an on-going basis during the assignments.

1.4.5 An employee receiving the **allowance** ~~bonus~~ who is required to perform temporarily most of the duties of a position that has the same pay level continues to receive the **allowance** ~~bonus~~, regardless of the linguistic identification and profile of the position.

1.5 Leave

1.5.1 An employee is entitled to the **allowance** ~~bonus~~ applicable to his/her substantive position when on paid leave but not when he/she is on educational or sabbatical leave.

1.6 Term employees

1.6.1 An individual appointed to a bilingual position for a specified term exceeding three months, shall receive the bilingualism **allowance** ~~bonus~~ from the date of appointment.

1.6.2 An individual appointed to a bilingual position for a term of three months or less is not entitled to the **allowance** ~~bonus~~.

1.6.3 An individual appointed to a bilingual position for a term of three months or less who remains in a bilingual position beyond the three-month period, shall receive the **allowance** ~~bonus~~ for the period in excess of three months.

1.6.4 An employee who receives the **allowance** ~~bonus~~ and who is appointed, without a break in service, to another bilingual term position continues to receive the **allowance** ~~bonus~~ regardless of the duration of the term position.

1.7 ST differential

1.7.1 The Treasury Board directive relative to the payment of the seven per cent differential to the Secretariat, Stenographic and Typing Group was rescinded October 15, 1977, and the seven per cent differential was frozen on that date. As long as they occupy the same bilingual positions in the ST group and meet the eligibility criteria described in section 1.1, members of that group who received the seven per cent differential before October 15, 1977, continue to be entitled to it or to the **allowance** ~~bonus~~, whichever is greater.

1.8 Payment

1.8.1 The bilingualism **allowance** ~~bonus~~ consists of an annual payment of ~~$800~~ **$1500**, calculated on a monthly basis and paid on the same basis as regular pay.

1.8.2 An eligible employee shall be entitled to receive the bilingualism **allowance** ~~bonus~~ for the full month for any month in which the employee receives a minimum of ten (10) days' pay in a position(s) to which the bilingualism **allowance** ~~bonus~~ applies.

1.8.3 Part-time employees who work more than one-third of the normal period are paid the **allowance** ~~bonus~~ on a pro rata basis to be calculated in reference to the normal hours these employees are expected to work.

1.9 Pay considerations

1.9.1 The bilingualism **allowance** ~~bonus~~ is considered part of an employee's salary only in respect of the following:

(a) Public Service Superannuation Act
(b) Public Service Disability Insurance Plan
(c) Canada Pension Plan
(d) Quebec Pension Plan
(e) ~~Un~~**E**mployment Insurance
(f) Government Employees' Compensation Act
(g) Flying Accident**s** Compensation Regulations
(h) Supplementary Retirement Benefit Act
(i) Supplementary Death Benefit
(j) Long-Term Disability Insurance
(k) Public Service Management Insurance Plan
(l) Quebec Health Insurance Plan
(m) Federal and Provincial Income Taxes.
(n) Québec Parental Insurance Plan

1.9.2 The bilingualism **allowance** ~~bonus~~ is not considered part of an employee's salary nor is it used to compute an employee's salary entitlements for the following:

(a) Transfer
(b) Promotion
(c) Overtime Calculation
(d) Severance Pay
(e) Pay in Lieu of Unfulfilled Surplus Period
(f) Demotion
(g) Payment of unused vacation leave on layoff, resignation or retirement.

1.10 Reinstatement of the allowance ~~bonus~~

1.10.1 An employee who has ceased to receive the bilingualism **allowance** ~~bonus~~ whose position remains bilingual could become eligible again. ~~Such eligibility would require a personal commitment as well as sustained individual efforts on the part of the employee.~~

~~In addition, a special measure as described in 1.11.2 will be taken by the employer in order to support the employee's commitment and efforts.~~ **Upon request from the employee, language training as described in 1.11.2 will be approved by the employer in order to support the employee's commitment and efforts.**

1.10.2 Rotational foreign service officers and other employees, while on posting abroad are excluded from those measures of reinstatement.

1.11 Reinstatement procedures

1.11.1 It is incumbent on the employee, ~~subject to the approval of the manager,~~ to determine the most appropriate way to regain ~~his/her~~ **their** knowledge of the second language.

1.11.2 Access to language training during working hours will be authorized up to a maximum of 200 hours for an employee already trained at government expense for a similar level. These hours of language training will not be calculated against the maximum number of hours allotted during an employee's career. However, this special measure can only apply once during the career of an employee for the same linguistic profile.

1.11.3 Initiatives will have to be taken by the employee who remains in the same position to use his/her knowledge of the second language in the workplace, and the employee will not be allowed to take the SLE again for the purpose of receiving the **allowance** ~~bonus~~ before one year following the date of the unsuccessful test.

1.11.4 In cases where an employee takes an SLE for a purpose other than the **allowance** ~~bonus~~ (for example, staffing) and whose test results confirm that he/she meets the language requirements of his/her substantive position, the **allowance** ~~bonus~~ will be reinstated effective from the date of test confirmation.

1.12 Language training

1.12.1 In addition to reinstatement procedures language training will be considered for:

- **i. employees appointed to an indeterminate or determinate position who do not meet the language requirements of their positions on appointment;**
- **ii. incumbents of unilingual positions that have been reidentified bilingual;**
- **iii. incumbents of bilingual positions for which the language profile has been raised;**
- **iv. employees identified as needing to develop or improve a second language for succession planning purposes;**
- **v. employees with aspirations to develop or improve a second language.**

1.12.2 An employee eligible under clause 1.12.1 may request language training. A request for language training will be considered on a case-by-case basis and a decision shall be provided in writing within one (1) month of the request. In any case when reviewing a request under 1.12.1 the employer shall take into

consideration diversity and staffing opportunities for equity-seeking groups. Approval shall not be unreasonably denied.

1.12.3 In the case of an employee with aspirations to develop or improve a second language the employee must attest to a capacity to attain the level of proficiency required.

1.13 Training duration and scheduling

1.13.1 Language training is to take place during normal hours of work. As such the Employer is expected to take appropriate measures to facilitate employee access to such training.

1.13.2 The number of hours of language training that shall be authorized for a candidate to reach a specific language proficiency level shall be determined according to the employer language training policy in effect at the time the collective agreement is signed.

1.13.3 The employee may request an extension if it has been demonstrated near the end of the training period that such an extension would enable the employee to successfully reach the target proficiency level.

1.13.4 Notwithstanding clause 1.13.1 language training in support of 1.12.1(v) can be taken fully or partially outside of normal hours of work if agreed to by the employee.

Common Issues Table

(PA-SV-TC-EB)

General Economic Increase

November 4, 2021

This document represents the general economic increase proposal of the Public Service Alliance of Canada (the “Union”) for this round of negotiations for the Common Issues Table (PA-SV-TC-EB). This proposal is being submitted to the Treasury Board of Canada (the “Employer”) without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

The Union reserves the right to introduce, amend, and/or withdraw its proposal and/or to introduce counter proposals to the Employer's proposals.

The Union's general economic increases proposal takes into account recent wage increases and CPI trends.

The Union proposes the following economic increases to all rates of pay for every PA, SV, TC and EB bargaining unit employees:

Effective 2021: 4.50%

Effective 2022: 4.50%

Effective 2023: 4.50%

The effective date is different for each collective agreement but in all case, it should be considered to be the day following the expiration date of the relevant collective agreement.

DURATION

EB: Article 63

63.01 This agreement shall expire on June 30, ~~2021~~ **2024**.

PA: Article 68

68.01 This agreement shall expire on June 20, ~~2021~~ **2024**.

SV: Article 70

70.01 This agreement shall expire on August 4, ~~2021~~ **2024**.

TC: Article 68

68.01 This agreement shall expire on June 21, ~~2021~~ **2024**.

TREASURY BOARD NEGOTIATIONS 2021

Two (2) proposals of the items on RESERVE in our initial package of proposals dated 14 June 2021. Without prejudice and subject to errors and omissions.

Common Issues Table (PA-SV-TC-EB)

December 14, 2021

APPENDIX F

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

Delete the current MOU and replace with:

All provisions of this agreement related to pay administration including salary rate changes, retroactive amounts payable and compensation increases (such as premiums, allowances, overtime rates, etc.) will be implemented on or before [*insert date*].

Employees in the bargaining unit for whom the collective agreement is not fully implemented on or before [*insert date*] will be entitled to a lump-sum payment of one-hundred-dollar ($100); these employees will be entitled to an additional one-hundred-dollar ($100) for every subsequent complete period of ninety (90) days their collective agreement is not fully implemented. These amounts will be included in their final retroactive payment.

APPENDIX M

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

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

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

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

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

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

The Executive Board will consist of the Chief Human Resource Officer of Canada and the President of the Alliance. The Advisory Board will be comprised of an equal number of Union and Employer representatives. The Executive Board is responsible for determining the number and the identity of their respective Advisory Board representative.

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

~~This memorandum of understanding expires on June 20, 2021~~