



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

## **TREASURY BOARD NEGOTIATIONS 2025**

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### **Bargaining Demands for the Education and Library Science (EB Group) DECEMBER 2025**

#### **UNION PROPOSALS**

This document represents bargaining demands of the Public Service Alliance of Canada for this round of negotiations for the Education and Library Science group (EB). These demands 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 demands at any time during Collective Bargaining, to introduce counter-demands to the Employer's proposals, 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 or where there is a reference to discussion on a particular item, it means that the Union reserves the right to make demands at a later date. In particular, the Public Service Alliance of Canada reserves the right to introduce a comprehensive wage proposal at an appropriate time during negotiations.

If neither party has a proposal on a specific clause or article, appendix or MOU/LOU they shall be renewed.

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

Any tentative agreement that is negotiated must be ratified by the members of the bargaining unit.

~~(Strike throughs indicate deletions. **Bold** indicates amended language or new language.~~

## **HOUSEKEEPING**

~~The Union RESERVES the right to submit proposals pertaining to housekeeping issues with the collective agreement in the context of:~~

- ~~• Editorial modifications~~
- ~~• Inconsistencies~~
- ~~• Translation errors~~
- ~~• Gender-neutral language~~

The Union wishes to have a discussion with the Employer about a missing or former MOU with respect to Occupational Group Structure Review and Classification Reform for the Education and Library Science (EB) Bargaining Unit which may have been lost between previous iterations of the PA and/or EB collective agreements.

The Union RESERVES the right to table a proposal based on the outcome of the discussion with the Employer.

[The Union modifies the above Housekeeping RESERVE](#)

**ARTICLE 2-  
INTERPRETATION AND DEFINITIONS-**

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**~~RESERVE~~**

The above RESERVE pertaining to ARTICLE 2 is withdrawn by the Union

**Article 8  
employee representatives**

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**~~The Union Reserves the right to table further proposals at Article 8~~**

**8.01** The Employer acknowledges the right of the Alliance to appoint or otherwise select **its representatives**. ~~employees as representatives.~~

The Union modifies its previous proposal at 8.01 as per the language above

**8.02** The Alliance and the Employer shall endeavour in consultation to determine the jurisdiction of each representative, having regard to the plan of the organization, the number and distribution of employees at the workplace and the administrative structure implied by the grievance procedure. Where the parties are unable to agree in consultation, then any dispute shall be resolved by the grievance/adjudication procedure.

**8.03** The Alliance shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 8.02.

**8.04**

- a. A representative shall **be granted** ~~obtain~~ the permission of his or her immediate supervisor before leaving his or her work to investigate employee complaints ~~of an urgent nature~~, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his or her supervisor before resuming his or her normal duties.
- b. Where practicable, when management requests the presence of an Alliance representative at a meeting, such request will be communicated to the employee's supervisor.
- c. An employee shall not suffer any loss of pay when permitted to leave his or her work under paragraph (a).

**8.05** The Alliance shall have the opportunity to have an employee representative introduced to new employees as part of the Employer's ~~formal~~ orientation programs, where they exist, **or within 15 business days from hiring where they don't exist.**

**ARTICLE 11**

## **INFORMATION**

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11.01 The Employer agrees to **collect and share with** supply the Alliance ~~each quarter with the name, geographic location and classification of each new employee.~~ **the following information of each employee on a quarterly basis:**

- a. **Full Name**
- b. **Individual Agency Number (IAN)**
- c. **Position information as follows:**
  - i. **Effective date**
  - ii. **Job title**
  - iii. **Job Classification**
  - iv. **Employment status**
  - v. **Department**
  - vi. **Sub-Department**
  - vii. **Physical location associated with the position (e.g., civic address of specific building, office, or location of work)**
  - viii. **Personal phone number**
  - ix. **Personal home address**
  - x. **Personal email address**

**11.02 New employees shall, within fifteen (15) business days from hiring, be provided by the employer with a link to an online form that populates a PSAC secured database in order for the Alliance to collect their personal contact information.**

~~11.02~~ **11.03** Employees of the bargaining unit will be given electronic access to the collective agreement. Where access to the agreement is deemed unavailable or impractical by an employee, the employee will be supplied with a printed copy of the agreement upon request once during the life of the current collective agreement.

**ARTICLE 14**  
**LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS**

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***The Union reserve the right to table further proposals under Article 14.***

**Board of Directors meetings, Executive Board meetings, conventions, conferences, and committee meetings and other Alliance activities**

**14.12**

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

- a. meetings of the Board of Directors of the Alliance,
- b. meetings of the National Executive of the components,
- c. Executive Board meetings of the Alliance,
- d. conventions and conferences of the Alliance, the components, the Canadian Labour Congress and the territorial and provincial federations of labour, and
- e. Alliance recognized committee meetings of the Alliance, the components, the Canadian Labour Congress and the territorial and provincial federations of labour.

**14.13**

**When such a request is made to an authorized manager, the Employer will grant leave without pay to an employee designated by the Alliance to take part in a union activity other than those listed above. This leave will be granted except in exceptional situations. If the leave request is not made at least ten (10) days in advance, it may be denied, subject to operational requirement.**

**Training courses for individuals designated by the Alliance ~~Representatives' training courses~~**

**14.14 ~~14.13~~**

When operational requirements permit, the Employer will grant leave without pay to employees **who have been designated by the Alliance to attend training courses related to union activities.** ~~who exercise the authority of a representative on behalf of the Alliance to undertake training related to the duties of a representative.~~

**Leave for elected full-time officials of the Alliance**

**14.15 ~~14.14~~**

The Employer will grant leave without pay, **without loss of seniority**, 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.

**14.16**

**At the end of such leave or at any time during the leave, the employer shall, on thirty (30) days notice, return the employee to the position, worksite and employment status that they held immediately before the leave.**

**14.17**

**Where the position no longer exists, employment will be provided at the same group and level at the previous workplace site where the elected representative's substantive position was based. Where the worksite no longer exists, employment shall be provided at the closest worksite to the worksite the employee occupied at the commencement of leave.**

**Notwithstanding the above, in the event that the employee has relocated during the course of their leave, at the request of the employee, equivalent employment shall be sought at the employee's new location.**

**14.18**

**Training required to assist the employee in returning to their position following their leave shall be provided by the employer, and employees shall be compensated, at their regular rate, for all time spent in training.**

**14.19 ~~14.15~~**

Leave granted to an employee under clauses 14.02, 14.09, 14.10, 14.12 and **14.14 ~~14.13~~** will be with pay and 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 joint agreement.

**Travel time**

**14.20 Leave granted under article 14 will also include reasonable travel time.**

***The Union reserves the right to table further proposals on this article.***

## **ARTICLE 16 NO DISCRIMINATION**

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

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

~~16.02~~ **16.03 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.

~~16.03~~ **16.04** 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.

**16.05 When the Employer becomes aware of discrimination, harassment and/or violence in the workplace, whether as a result of observation, the employer being made aware or as a result of a notice of occurrence or complaint by an employee or a grievance, the Employer shall immediately undertake an initial review of the occurrence.**

**16.06 Selection of Investigator**

**If the occurrence is not resolved an investigation of the occurrence must be carried out. The factors considered for the joint selection of an investigator shall include the candidates' impartiality, the completion of necessary training that includes the comprehension of intersectionality, and, from the viewpoint of the complainant, their fit with the candidates' lived experience, background, and possible membership in a designated employment-equity and/or equity-deserving group(s).**

**16.07 The statement of work for the investigator shall include:**

- a. an obligation for the investigator to contact all relevant witnesses,
- b. a commitment to meet all willing witnesses provided by the parties,
- c. an expected completion date of both the investigation and submission by the investigator of their report,
- d. a requirement to gather and analyze all information,



- e. a requirement to interview relevant parties (e.g. principal party, responding party, and all witnesses) about the workplace complaints under this article,
- f. a commitment to determine whether the allegation(s) constitute(s) any action, conduct, threat or gesture of a person towards an employee in their workplace that can reasonably be expected to cause harm, injury or illness to that employee,
- g. a commitment to determine the nature of the workplace discrimination and contributing factors, and identify additional measure(s), and root causes; and,
- h. a commitment to provide recommendations to prevent reoccurrence or further occurrences of workplace discrimination;

The investigator will conduct all interviews in a fair, impartial, professional manner and will respect the rights and dignity of all parties involved. The investigator is permitted assistance such as translation and transcription. However, subcontracting of this contract is not permitted and the investigator is the individual to which this contract applies

**16.08** An Investigation may be discontinued if the parties reach resolution via another method.

**16.09** (Former 16.04) The Employer shall provide the complainant(s) and/or respondent(s) with an official copy of the investigation report, subject to **any restriction pursuant to** the Access to Information Act and **the** Privacy Act.

**16.10** The Employer shall track all reported 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.

### **Training**

**16.11** On an annual basis, the Employer shall provide mandatory qualified instructor led, facilitated and interactive training to all employees regarding anti-oppression and discrimination and intersectionality. Such training shall include information about relevant policies, processes, the applicable legislation, regulations, specific to the culture, conditions and activities of the workplace, and complaint mechanisms. Time spent in training shall be considered as time worked.

## **ARTICLE 17**

### **~~SEXUAL HARASSMENT AND ABUSE OF AUTHORITY~~**

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**17.01** 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 be prevented and** will not be tolerated in the workplace.

#### **NEW 17.02**

##### **Definitions:**

- a) **Harassment, violence or bullying includes any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation, or other physical or psychological injury, or illness to an employee, their dignity or their reputation, including any prescribed action, conduct or comment. This includes all types of harassment and violence, including sexual harassment, sexual violence and domestic violence. Harassment can also be expressed on the basis of the prohibited ground of discrimination as defined in article 19.01 and in the *Canadian Human Right Act*.**
- b) **Abuse of authority occurs when an individual or group of individuals use 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.**

**NEW 17.03** Employees who experience harassment, sexual 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**

**17.024 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.

17.03~~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 17.06** 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 Workplace Harassment and Violence Prevention Regulations.

**NEW 17.07** 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 17.08** If the matter is not resolved during a timely negotiated resolution process, both the principal party and the responding party may agree to participate in the conciliation process.

**NEW 17.09** 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 17.10 Selection of Investigator**

If the occurrence is not resolved an investigation of the occurrence must be carried out. The factors considered for the joint selection of an investigator shall include the candidates' impartiality, the completion of necessary training that includes the comprehension of intersectionality, and, from the viewpoint of the complainant, their fit with the candidates' lived experience, background, and possible membership in a designated employment-equity and/or equity-deserving group(s).

#### **NEW 17.11**

The statement of work for the investigator shall include:

- a. an obligation for the investigator to contact all relevant witnesses,
- b. a commitment to meet all willing witnesses provided by the parties,
- c. an expected completion date of both the investigation and submission by the investigator of their report,
- d. a requirement to gather and analyze all information,
- e. a requirement to interview relevant parties (e.g. principal party, responding party, and all witnesses) about the workplace harassment and violence allegations,
- f. a commitment to determine whether the allegation(s) constitute(s) any action, conduct, threat or gesture of a person towards an employee in their workplace that can reasonably be expected to cause harm, injury or illness to that employee,
- g. a commitment to determine the nature of the workplace harassment and violence and contributing factors, and identify additional measure(s), and root causes; and,
- h. a commitment to provide recommendations to prevent reoccurrence or further occurrences of workplace harassment and violence;

The investigator will conduct all interviews in a fair, impartial, professional manner and will respect the rights and dignity of all parties involved. The investigator is permitted assistance such as translation and transcription. However, subcontracting of this contract is not permitted and the investigator is the individual to which this contract applies.

**NEW 17.12** An Investigation may be discontinued if the parties reach resolution via another method.

#### ~~17.04~~ 17.13

The Employer shall provide the complainant(s) and/or respondent(s) with an official copy of the investigation report, subject to **any restriction pursuant** to the *Access to Information Act* and **the Privacy Act**. **Any recommendations to eliminate or minimize the risk of similar occurrences contained in a report shall be considered by the appropriate Health and Safety Committee after which the committee will advise the Employer of those that they recommend for implementation, and any new recommendations proposed by the committee and any amended existing recommendations, proposed by the committee. The Employer shall provide written rationale to the committee for any recommended, new or amended recommendations that they do not accept for implementation.**

#### **NEW Training**

**NEW 17.14** On an annual basis, the Employer shall provide mandatory qualified instructor led, facilitated and interactive training to all employees regarding harassment, sexual harassment, violence in the workplace, and intersectionality. Such training shall include information about relevant policies, processes, the applicable legislation,

regulations, be specific to the culture, conditions and activities of the workplace, the relationship between work place harassment and violence and the prohibited grounds of discrimination set out in subsection 3(1) of the Canadian Human Rights Act, the regulations and available complaint mechanisms. Time spent in training shall be considered as time worked.

## **ARTICLE 19 SICK LEAVE WITH PAY**

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### **19.03**

a) Unless otherwise informed by the Employer, a statement signed by the employee stating that, because of illness or injury, he or she was unable to perform his or her duties shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 19.02(a).

b) **Should the Employer require documentation beyond a signed statement from the employee, the Employer shall reimburse the cost and time to obtain such documentation.**

### **19.04 Medical certificates**

**An employee shall not be required to provide a medical certificate for sick leave of five (5) or fewer consecutive days.** When a medical certificate is requested by the Employer, the employee will be reimbursed for the cost of the certificate, ~~to a maximum of thirty-five dollars (\$35.00), upon provision of acceptable proof. for periods of absence of three (3) consecutive days or less.~~

## **ARTICLE 20 VACATION LEAVE WITH PAY**

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### **RESERVE**

**The Union modifies its proposal by removing the former RESERVE appearing at Article 20. The rest of the proposal remains the same.**

### **20.01**

- a. The vacation year, for an employee on a twelve (12) month work year, shall be from April 1 to March 31 of the following calendar year, inclusively.
- b. Employees must normally take all of their annual leave during the vacation year in which it is earned.

Accumulation of vacation leave credits

20.02 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 ~~eightth~~ **fifth (8-5th)** year of service occurs if the employee is in the ED or EU Groups;  
or
- b. nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's ~~seventh~~ **fifth (7<sup>th</sup> 5th)** year of service occurs if the employee is in the LS Group;
- c. twelve decimal five (12.5) hours commencing with the month in which the employee's ~~eightth~~ **fifth (8-5th)** anniversary of service occurs if the employee is in the ED or EU Groups;  
or
- d. twelve decimal five (12.5) hours commencing with the month in which the employee's ~~seventh~~ **fifth (7<sup>th</sup> 5th)** anniversary of service occurs if the employee is in the LS Group;
- ~~e. thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;~~
- ~~f. fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;~~
- g. 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;
- ~~h. sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;~~
- i. eighteen decimal seven five (18.75) hours commencing with the month in which the employee's ~~twenty-eighth (28th)~~ **twenty-third (23<sup>th</sup>)** anniversary of service occurs.

## **ARTICLE 21 DESIGNATED PAID HOLIDAYS**

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(...)

Employees in the ED-EST Sub-Group of the Education Group and in the EU group who work the school year as defined in paragraph 44.01(a) are excluded from the provisions of this article.

21.01 Subject to clause 21.02, the following days shall be designated paid holidays for employees:

- a. New Year's Day;
- b. **January 2<sup>nd</sup>**;
- c. Good Friday;
- d. Easter Monday;
- e. the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday;
- f. **National Indigenous Peoples Day**;
- g. Canada Day;
- h. Labour Day;
- i. National Day for Truth and Reconciliation;
- j. the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving
- k. Remembrance Day;
- l. Christmas Day;
- m. Boxing Day;
- n. **two (2)** ~~one (1)~~ additional days in each year that, ~~in the opinion of the Employer,~~ ~~is~~**are** recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, ~~in the opinion of the Employer,~~ no such additional day is recognized as a provincial or civic holiday, **the third Monday of February** and the first Monday in August;
- o. one (1) additional day when proclaimed by an act of Parliament as a national holiday.

**+ consequential amendments**

**NEW ARTICLE 22.XX  
DEFERRED SALARY PLAN**

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The goal of the deferred payment leave plan is to provide full-time EB employees with the ability to take leave for a maximum of one year and fund this leave using the deferred salary of the previous year, which earns interest and is paid at the start of the leave period. Employees with at least 3 years' seniority in their department are eligible to this leave plan under the conditions of this article.

a) Eligible full-time employees must apply in writing, by January 31, to participate in the deferred payment leave plan, while specifying the selected salary deferment method.

b) The acceptance of the application, or its justified denial, must be sent in writing by May 1 of the year when the application is made.

c) Applications cannot be unreasonably denied.

d) The salary deferment period, the deferred amount, the duration of the leave, and the payment to the employees of the deferred salary and accrued interest must be established according to one of the following methods:

(i) For one year, deduction of an amount representing up to half of the annual salary, followed by one year of leave;

(ii) Each year for two years, deduction of an amount representing up to one third of the annual salary, followed by one year of leave;

(iii) Each year for three years, deduction of an amount representing up to a quarter of the annual salary, followed by one year of leave;

(iv) Each year for four years, deduction of an amount representing up to one fifth of the annual salary, followed by one year of leave;

(v) Each year for five years, deduction of an amount representing up to one sixth of the annual salary, followed by one year of leave;

(vi) The employer and the employee can agree on a deduction that is different from those set out in clauses (i) to (v) above, if the percentage and the amount of the deduction during the targeted period does not exceed the ratio of the targeted leave period (as measured in months) divided by the participation period in the program (the fraction of the leave period over the sum of the deduction period and the leave period);

e) The program developed in application of this article must not include a deduction period exceeding seventy-two months, or a leave period exceeding twelve months;

f) Following approval, the employer and the employee must sign a written agreement stating that the employee waives the right to receive the portion of the salary deducted in accordance with this article.



## ARTICLE 22.XX STRESS LEAVE

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Employees will be entitled to five (5) days of paid leave per calendar year for the purpose of relieving stress. Such days of paid leave may be taken individually or consecutively, whichever the Employee sees fit.

Employees who are on this leave will not be contacted by the Employer. Such leave shall not be unreasonably denied, even on short notice.

The Union modifies its proposal by removing the former RESERVE in lieu of the new above language at 22.XX

## ARTICLE 22.01 Leave with or without pay for other reasons - b. Personal leave

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### 22.01: Personal leave

Subject to operational requirements as determined by the Employer ~~and with an advance notice of at least five (5) working days~~, the employee shall be granted, in each fiscal year, fifteen (15) hours of leave with pay for reasons of a personal nature. This leave can be taken in **installments of one (1) hour** ~~periods of seven decimal five (7.5) hours or three decimal seven five (3.75) hours each.~~

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

Notwithstanding clause 22.01, at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill their personal obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer and the employee. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.

For clarity, this clause shall not be used by the Employer as a substitute for any other leave provision found under this collective agreement.

(see article 60 for consequential amendments)

**ARTICLE 22.02  
BEREAVEMENT LEAVE WITH PAY**

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**The Union reserve the right to table further proposals under Article 22.02**

**22.02 Bereavement leave with pay**

- a. For the purpose of this clause, "family" is defined per Article 2 and in addition
  - i. **any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee;**
  - ii. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. ~~With respect to this person, an employee shall be entitled to bereavement leave with pay once in the federal public administration.~~
- b. When a member of the employee's family dies, an employee shall be entitled to bereavement leave with pay. Such bereavement leave, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period, the employee shall be paid for those days which are not regular-scheduled days of rest for the employee. In addition, the employee may be granted up to ~~three (3)~~ **five (5)** days' leave with pay for the purpose of travel related to the death.
- c. At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) ~~working calendar~~ days or may be taken in two (2) periods to a maximum of **seven (7)** ~~five (5)~~ working days.
- d. When requested to be taken in two (2) periods,
  - i. The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and
  - ii. The second period must be taken no later than ~~twelve (12)~~ **twenty-four (24)** months from the date of death for the purpose of attending a ceremony.
  - iii. The employee may be granted no more than ~~three (3)~~ **five (5)** days' leave with pay, in total, for the purposes of travel for these two (2) periods.
- e. An employee is entitled to ~~one (1)~~ **two (2)** day's bereavement leave with pay for the purpose related to the death of his or her aunt or uncle, **niece or nephew**, brother-in-law or sister-in-law and grandparents of spouse.
- f. If, during a period paid leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under paragraphs (b) and (e), the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

- g. It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a different manner than that provided for in paragraphs (b) and (e).

**ARTICLE 22.03**  
**Maternity leave without pay**

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**The Union reserves the right to table further proposals under Article 22 including but not limited to:**

- **Simplifying the language of the article as per the work of the joint committee**
- **Simplify entitlement irrespective of jurisdiction**
- **Bargaining improved maternity leave entitlements**

**ARTICLE 22.07**  
**Parental allowance**

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**The Union reserves the right to table further proposals under Article 22 including but not limited to:**

- **Simplifying the language of the article per the work of the joint committee**
- **Simplify entitlement irrespective of jurisdiction**
- **Bargaining improved maternity leave entitlements**

**ARTICLE 22.10**  
**CAREGIVING LEAVE**

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- a. An employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults shall be granted leave without pay while in receipt of or awaiting these benefits.
- b. The leave without pay described in paragraph 22.10(a) shall not exceed twenty-six (26) weeks for compassionate care benefits, thirty-five (35) weeks for family caregiver benefits for children and fifteen (15) weeks for family caregiver benefits for adults, in addition to any applicable waiting period.
- c. When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults has been accepted.

- d. When an employee is notified that their request for Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults has been denied, paragraph (a) above ceases to apply.
- e. **Where an employee is subject to a waiting period before receiving Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults, they shall receive an allowance of ninety-three per cent (93%) of their weekly rate of pay.**
- f. **For each week the employee receives Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults, they shall receive the difference between ninety-three per cent (93%) of their weekly rate and the applicable Employment Insurance (EI) benefit.**
- 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.

#### **ARTICLE 22.11 LEAVE WITHOUT PAY FOR PERSONAL NEEDS**

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Leave without pay will be granted for personal needs in the following manner:

- a. subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- b. subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
- c. an employee is entitled to leave without pay for personal needs ~~only once~~ **twice** under each of paragraphs (a) and (b) during the employee's total period of employment in the public service. Leave without pay granted under this clause may not be used in combination with maternity, paternity or adoption leave without the consent of the Employer;

#### **ARTICLE 22.13 LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES**

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22.13 Leave with pay for family-related responsibilities

- a. For the purpose of this clause, family is defined as:
  - i. spouse (or common-law partner resident with the employee);
  - ii. children (including foster children, stepchildren and children of spouse or common-law partner and ward of the employee), grandchild;
  - iii. parents (including stepparents or foster parents)

- iv. father-in-law, mother-in-law, brother, sister, stepbrother, stepsister, **brother-in-law, sister-in-law, daughter-in-law, son-in-law**, grandparents of the employee;
  - v. any relative permanently residing in the employee's household or with whom the employee permanently resides;
  - vi. any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee;  
or
  - vii. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.
- b. The total leave with pay which may be granted under this clause shall not exceed ~~thirty-seventy-five (75) thirty-seven decimal five (37.5)~~ hours in a fiscal year.
- c. Subject to paragraph (b), the Employer shall grant leave with pay under the following circumstances:
- i. to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
  - ii. to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
  - iii. to provide for the immediate and temporary care of an elderly member of the employee's family;
  - iv. for needs directly related to the birth or to the adoption of the employee's child;
  - v. to attend ~~school~~ functions **related to the employee's child**, if the supervisor was notified of the functions as far in advance as possible;
  - vi. to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
  - vii. to visit a family member who, ~~due to an incurable terminal illness~~, is nearing the end of their life;
  - viii. ~~fifteen (15) hours out of the thirty-seven decimal five (37.5) hours stipulated in clause 22.13(b) above may be used to attend an appointment with a legal or paralegal representative~~ **professional** for non-employment-related matters, ~~or with a financial or other professional representative~~, if the supervisor was notified of the appointment as far in advance as possible.
  - ix. **to attend to other matters that are reasonably considered a pressing necessity within the employee's household.**
- e. Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under subparagraph (c)(ii) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date
- f. **Where in a fiscal year, an employee has not used all of the leave under this Article, the unused portion shall be carried over into the following year, to a maximum of one hundred and fifty (150) hours.**

**(see article 60 for consequential amendments)**

**ARTICLE 22.18**  
**Domestic violence leave**

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For the purpose of this clause domestic violence is considered to be any form of abuse or neglect that an employee or an employee's child experiences from a family member, or from someone with whom the employee has or had an intimate relationship.

- a. The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance **and performance** at work. **Therefore, the Employer is committed to providing support to employees who experience domestic violence.**
- b. Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence shall be granted domestic violence leave in order to enable the employee, in respect of such violence:
  - i. to seek care and/or support for themselves or their child in respect of a physical or psychological injury or disability;
  - ii. to obtain services from an organization which provides services for individuals who are subject to domestic violence;
  - iii. to obtain professional counselling;
  - iv. to relocate temporarily or permanently; or
  - v. to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding; or
  - vi. **to attend to any other activities that people experiencing domestic violence need to manage.**
- c. The total domestic violence leave with pay which may be granted under this clause shall not exceed **one hundred and fifty (150)** ~~seventy-five (75)~~ hours in a fiscal year. **Additional leave with pay beyond the one hundred and fifty (150) hours may be granted on a case-by-case basis.**
- d. **All personal information concerning domestic violence will be kept confidential in line with relevant legislation. No information will be kept on an employee's personnel file without their express written permission.**
- e. **In order to provide support to an employee experiencing domestic violence and to ensure a safe work environment for all employees, the Employer will approve any reasonable request from an employee experiencing domestic violence for:**
  - i. **Changes to their work pattern, location or hours;**

- ii. **Job assignment;**
  - iii. **Working remotely;**
  - iv. **Job transfer or relocation;**
  - v. **A change to their telephone number or email address to avoid harassing contact; and/or**
  - vi. **Any other appropriate measure, including those available under existing flexible work arrangements.**
- d. f. Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this clause shall, when delivered to the Employer, be considered as meeting the requirements of this article.
- e. g. Notwithstanding paragraphs 22.18(b) and 22.18(c), an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

#### **ARTICLE 22.19**

##### **Leave for Traditional Indigenous Practices**

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- a. Subject to operational requirements as determined by the Employer, **thirty-seven decimal five (37.5)** ~~fifteen (15)~~ hours of leave with pay and ~~twenty-two decimal five (22.5)~~ hours of leave without pay per fiscal year shall be granted to an employee who self-declares as an Indigenous person and who requests leave to engage in traditional Indigenous practices, including **ceremony and** land-based activities such as hunting, fishing, and harvesting.

(...)

#### **ARTICLE 23**

##### **EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT**

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Clause 23.01 to 23.12 inclusively apply only to the employees in the Education (ED) Group and Educational Support (EU) Group. **For each of these clauses, Employees may also request advance payment to cover reasonable costs. Additionally, the Employer shall ensure any reimbursement or advance will be processed for payment to the Employee in a timely manner.**

Education leave

23.01 For the purposes of clause 23.02 to 23.11, the Employer will normally consider once per year the applications for education leave, when the courses begin after June 1 of the current year and end no later than June 30 of the following year.

23.02 The Employer recognizes the usefulness of education leave and will grant such leave to employees for varying periods of up to one (1) year which can be renewed by mutual agreement in order to ~~permit~~ **allow** them to acquire additional or special training in some field of education in which special preparation is needed to enable the applicant to fill his or her present role more adequately in order to permit the employee to undertake studies in some field in which training is needed in order to provide a service which the Employer requires or is planning to provide.

23.03 Applications for education leave must normally be submitted to the Employer by April 1 of the previous school year. All applications must be accompanied by a statement outlining the field of study, the program to be followed and the value of the leave to the employee and to the Employer.

23.04 Education leave shall be granted to the maximum possible number of employees who make application for such leave, but in any case shall be not less than one per cent (1%) of the total number of person-years in the respective subgroup as determined on April 1 of each year.

The criteria for selection proposed by the Employer, as well as the method of communication, are submitted to the appropriate Alliance representative for consultation purposes, as provided for in Article 35. Subsequent to such consultation, the Employer chooses the selection of criteria and method of communication, which will be used and provides a copy of these to the appropriate Alliance representative.

All applications for education leave will be reviewed by the Employer, and a list of the applications received, indicating the names of the applicants to whom the Employer grants the leave, shall be provided to the appropriate Alliance representative. The employee will then be advised in writing on or before May 1 whether his or her application has been accepted or rejected.

23.05 An employee on education leave shall receive allowances in lieu of salary equivalent to from fifty per cent (50%) to one hundred per cent (100%) of basic salary.

23.06 For the purpose of calculating the education leave allowance, the term "basic salary" shall include any compensation and allowance set out in the collective agreement already paid to an employee.

23.07 Allowances already being received by the employee but not provided for in this collective agreement may, at the discretion of the Employer, be continued during the period of education leave and the employee shall be notified when the leave is approved, whether such allowances are to be continued in whole or in part.

23.08 As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to commencement of the leave to return to the service of the Employer for a period at least equal to the period of the leave granted.

If the employee:

- a. fails to complete the approved program of studies;
- b. does not resume employment with the Employer following completion of the program;
- or
- c. ceases to be employed before termination of the period he or she has undertaken to serve after completion of the program;



the employee shall repay the Employer all allowances paid to him or her during the education leave or such lesser sum as shall be determined by the Employer.

23.09 The employee shall be returned to a position at a basic salary level not lower than the position encumbered immediately prior to the commencement of the leave.

#### Professional development

The parties recognize that in order to maintain and enhance professional expertise, employees need to have opportunities to attend and participate in professional development activities described in clause 23.10.

#### 23.10

- a. Professional development refers to an activity which in the opinion of the Employer, is likely to be of assistance to the individual in furthering his or her professional development and to the organization in achieving its goals. The following activities shall be deemed to be part of professional development:

- ~~i. a course given by the Employer;~~
- ~~ii. a course, including correspondence and online courses, offered by a recognized academic institution;~~
- ~~iii. a research program carried out in a recognized institution;~~
- ~~iv. a symposium, seminar, conference, convention or study session in a specialized field directly related to the employee's work.~~

- i. symposiums, seminars, workshops, conferences, conventions or study sessions, courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields;**

- ii. to conduct research or to perform work related to their normal research programs in institutions or locations other than those of the Employer;**

**or**

- iii. to perform work in a cooperating department or agency for a short period of time in order to enhance the relevant subject knowledge or the technical expertise of the employee.**

**Subject to operational requirements, an ED or EU employee shall be granted up to 20.625 hours of leave with pay for professional development in a fiscal year. Where such leave has not been granted in a fiscal year, the unused leave, up to a maximum of 20.625 hours, will be carried over the following fiscal year.**

**The maximum leave granted in any fiscal year under this paragraph cannot exceed 41.25 hours. The leave can be taken in periods of 7.5 or 3.75 hours.**

**The leave provided under this paragraph does not limit the leave that may be authorized in accordance with other paragraphs in this article.**

- b. The Employer shall communicate to employees the process for accessing the learning opportunities identified in paragraph 23.10(a).
- c. Where an employee has submitted an application for professional development leave in one of the activities described in paragraph 23.10(a) above and has been selected by the Employer, the employee shall continue to receive his or her normal salary plus any allowances that apply, in addition to any increments to which the employee may be entitled. The employee shall receive no pay under Articles 27 and 48 during time spent on professional development leave provided for in this clause.
- d. Employees taking professional development training shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate. **Employees may also request advance payment to cover reasonable costs. Additionally, the Employer shall ensure any reimbursement or advance will be processed for payment to the Employee in a timely manner.**
- e. Once the Employer has selected an employee for professional development leave, according to subparagraphs 23.10(a)(ii), (iii), (iv) above, the Employer shall consult with the employee to determine the institution where the work or study program concerned will be undertaken and the duration of the program.
- f. The Employer endeavours to respond in writing in a timely fashion to requests for professional development. In the case of denial, the Employer shall give the written reason, upon request from the employee.

#### 23.11 Examination leave

Leave of absence with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work. Such leave of absence will be granted only when the course of study is directly related to the employee's duties or will improve his or her professional qualifications.

#### 23.12 Attendance at courses at the request of the Employer

If an employee attends a course at the request of the Employer, the employee shall be considered as being on duty and his or her pay and allowances shall be determined accordingly.

Clauses 23.13 to 23.16 inclusively apply only to the employees of the Library Science (LS) Group. For each of the below clauses, **employees may also request advance payment to cover reasonable costs. Additionally, the Employer shall ensure any reimbursement or advance will be processed for payment to the Employee in a timely manner.**

#### 23.13 Education leave

- a. An employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable the employee to fill his or her present role more adequately, or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.
- b. An employee on education leave, under this clause, shall receive allowances in lieu of salary equivalent to not less than fifty per cent (50%) and up to one hundred per cent (100%) of his or her basic salary, provided that, when the employee receives a grant,

bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

- c. Any allowance already being received by the employee and not part of his or her basic salary shall not be used in the calculation of the education leave allowance.
- d. Allowances already being received by the employee may at the discretion of the Employer be continued during the period of the education leave and the employee shall be notified when the leave is approved, whether such allowances are to be continued in whole or in part.
- e. As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer,
  - i. fails to complete the course,
  - ii. does not resume employment with the Employer on completion of the course, or
  - iii. ceases to be employed before termination of the period he or she has undertaken to serve after completion of the course,

the employee shall repay the Employer all allowances paid to him or her under this clause during the education leave or such lesser sum as shall be determined by the Employer.

- f. The Employer will endeavour to return the employee to a position at a basic salary level not lower than the position he or she encumbered immediately prior to the commencement of the education leave.

#### 23.14 Attendance at conferences, symposiums, workshops or conventions, and other gatherings of a similar nature

- a. In order that each employee shall have the opportunity for an exchange of knowledge and experience with his or her professional colleagues, the employee shall have the right to apply to attend a reasonable number of conferences or conventions related to his or her field of specialization. The Employer may grant leave with pay and reasonable expenses, including registration fees, to attend such gatherings, subject to budgetary and operational constraints ~~as determined by the Employer.~~
- b. An employee who attends a conference, symposium, workshop, convention, and other gatherings of a similar nature at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, on travel status. **The Employer shall pay the registration fees of the convention or conference the employee is required to attend.**
- c. An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to his or her field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for his or her payment of registration fees and reasonable travel expenses.
- d. The Employer endeavours to respond in writing in a timely fashion to requests to attend events specified in point b. above. In the case of denial, the Employer shall give the written reason, upon request from the employee.
- e. An employee shall not be entitled to any compensation under Articles 27 and 48 in respect of hours he or she is in attendance at or travelling to or from a conference or convention, under the provisions of this clause, except as may be provided in paragraph 23.16(b).

- f. **The parties to this agreement recognize that attendance or participation at conferences, conventions, symposia, workshops and other gatherings of a similar nature constitute an integral part of the employee's professional activities and contributes to the maintenance of high professional standards and that attendance and participation in such gatherings is recognized as an important element in the conduct of their work or professional development. In this context, the parties also recognize the importance of regular networking with national and international peers, and active participation in the business and organization of relevant professional societies.**

#### 23.15 Professional development

The parties recognize that in order to maintain and enhance professional expertise, employees need to have opportunities to attend and participate in professional development activities described in clauses 23.14 and 23.15.

- a. Professional development refers to an activity which in the opinion of the Employer, is likely to be of assistance to the individual in furthering his or her professional development and to the organization in achieving its goals. The following activities shall be deemed to be part of professional development:
  - i. symposiums, seminars, workshops, conferences, conventions or study sessions, courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields;
  - ii. to conduct research or to perform work related to their normal research programs in institutions or locations other than those of the Employer; or
  - iii. to perform work in a cooperating department or agency for a short period of time in order to enhance the relevant subject knowledge or the technical expertise of the employee.
- b. An employee may apply at any time for professional development under this clause and the Employer may select an employee at any time for such professional development. The Employer endeavours to respond in writing in a timely fashion to requests for professional development. In the case of denial, the Employer shall give the written reason, upon request from the employee.
- c. When an employee is selected by the Employer for professional development under this clause, the Employer will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.
- d. An employee selected for professional development, under this clause, will continue to receive his or her normal compensation, including any increase for which the employee may become eligible. The employee shall not be entitled to any compensation under Articles 27 and 48 while on professional development under this clause.
- e. An employee on professional development, under this clause, may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate. **Employees may also request advance payment to cover reasonable costs. Additionally, the Employer shall ensure any reimbursement or advance will be processed for payment to the Employee in a timely manner.**

**Subject to operational requirements, an LS employee shall be granted up to 20.625 hours of leave with pay for professional development in a fiscal year. Where such leave has not been granted in a fiscal year, the unused leave, up to a maximum of 20.625 hours, will be carried over the following fiscal year.**

**The maximum leave granted in any fiscal year under this paragraph cannot exceed 41.25 hours. The leave can be taken in periods of 7.5 or 3.75 hours.**

**The leave provided under this paragraph does not limit the leave that may be authorized in accordance with other paragraphs in this article.**

#### **23.16 Examination leave**

Leave of absence with pay to write examinations may be granted by the Employer to an employee who is not on educational leave. Such leave will be granted only when, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve his or her qualifications.

#### **23.17 Departmental continuous learning consultation committee**

- a. The parties to this collective agreement acknowledge the mutual benefits to be derived from consultation on continuous learning. To this effect, the parties agree that such consultation will be held at the departmental level either through the existing Joint Consultation Committee or through the creation of a Departmental Continuous Learning Consultation Committee. A consultation committee as determined by the parties may be established at the local, regional or national level.
- b. The Departmental Consultation Committee shall be composed of mutually agreeable numbers of employees and Employer representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.
- c. Employees forming the continuing membership of the Departmental Consultation Committees shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time where applicable
- d. The Employer recognizes the use of such committees for the purpose of providing information, discussing the application of policy, promoting understanding and reviewing problems.
- e. It is understood that no commitment may be made by either party on a subject that is not within its authority or jurisdiction, nor shall any commitment made be so construed as to alter, amend, add to or modify the terms of this agreement.

#### **23.18 Equitable entitlements & tie breakers**

**The parties agree that equitable access to above leaves herein contained in the article are mutually beneficial to the employees and the employer. As such:**

- i. **the granting of the entitlements herein contained in Article 23 shall be done on the basis of fairness, transparency and equity to inform decision-making;**
- ii. **When a tie-breaker situation arises, seniority of an employee shall be the deciding factor;**
- iii. **Requests for various entitlements contained in this article shall not be unreasonably denied;**

**ARTICLE 25**  
**Correctional Service Specific Duty Allowance**

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25.02 The CSSDA shall be ~~two one hundred forty dollars~~ **three thousand dollars (\$3,000)** annually and paid on a biweekly basis in any pay period for which the employee is expected to perform said duties of the specific position in a month. **The allowance shall be increased by the applicable general economic increase in each year of the collective agreement.**

**The Union proposes the above 25.02 language in lieu of previous RESERVE**

**ARTICLE 26**  
**PAY ADMINISTRATION**

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26.07

- a. When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least ~~three (3) consecutive~~ **one (1)** working days or shifts, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.
- b. When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.
- c. **An employee who is required to act at a higher level shall receive an increment at the higher level after having reached fifty-two (52) weeks of cumulative service at the same level.**
- d. **For the purpose of defining when an employee will be entitled to go to the next salary increment of the acting position, "cumulative" means all periods of acting at the same level.**
- e. **Where an employee is appointed to a position for which the employee previously acted, time in the acting position shall be credited for the purpose of establishing their salary increment date.**

**ARTICLE 32**  
**DISCIPLINE**

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~~The Union reserves the right to table further proposals under Article 32~~

**NEW 32.01 It is recognized by the Parties that discipline should normally be a progressive process, and the aim is that of correction. Discipline will be applied fairly and for just cause.**

The Union removes the above RESERVE on the overall article in lieu of new 32.01, consequential renumbering and modification of its original proposal at 32.06

Consequential renumbering as it may pertaining to the articles below

32.01 When an employee is suspended from duty or terminated in accordance with paragraph 12(1)(c) of the *Financial Administration Act*, the Employer undertakes to notify the employee in writing of the reason for such suspension or termination. The Employer shall endeavour to give such notification at the time of suspension or termination.

32.02 When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary, **administrative, or investigative** hearing concerning him or her or to render a disciplinary decision concerning him or her, the employee **will be provided with a written summary and any supporting documents that will be relied upon or referred to during the meeting** and is entitled to have, at his or her request, a representative of the Alliance attend the meeting. **The representative may participate in good faith in the discussion and contribute to the clarification of the situation.** Where practicable, the employee shall receive a minimum of two (2) days' notice of such a meeting.

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

~~32.034~~ The Employer shall notify the local representative of the Alliance as soon as possible that such suspension or termination has occurred.

~~32.045~~ 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.

~~32.056~~ Any document or written statement related to disciplinary **or administrative** action, which may have been placed on the personnel file of an employee shall be destroyed after ~~two (2) years~~ have **one (1) year has** elapsed since **the date on which the incident which gave rise to** the disciplinary action ~~was taken~~ **took place**, provided that no further **related** disciplinary action has been recorded during this period.

**32.07 No employee shall suffer any loss in compensation or benefits they would have ordinarily received as a result of being subject to an investigation or any action taken by the employer during the investigative process. They will remain on leave with pay until such time as the investigation has concluded and the employee has received the result of the investigation.**

**ARTICLE 33  
EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

**~~The Union RESERVES the right to table further proposals to this Article in the context of Artificial Intelligence.~~**

**The union removes the additional RESERVE, otherwise the proposal remains the same.**

**33.01**

- a. When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained in the form.
- b. The Employer's representative(s) who assess(es) an employee's performance must have observed or been aware of the employee's performance for at least one half (1/2) of the period for which the employee's performance is evaluated. **Additionally, the Employer representative who completes a performance assessment shall have no reasonable apprehension of bias when completing the assessments.**
- c. An employee has the right to make written comments to be attached to the performance review form.

**33.02**

- a. Prior to an employee performance review, the employee shall be given:
  - i. the evaluation form which will be used for the review;
  - ii. any written document which provides instructions to the person conducting the review;
- b. if during the employee performance review, either the form or instructions are changed, they shall be given to the employee.

**33.03** Upon written request of an employee, the personnel file of that employee shall be made available for his or her examination in the presence of an authorized representative of the Employer.

**33.04** An Employee may request that performance assessment-related meetings, including all relevant Employer-Employee correspondence, be accompanied by union representation.

**33.05** The Employer or their representatives, are prohibited from filming an employee's teaching periods, including for purposes relating to performance assessments of any sort.



**ARTICLE 38  
PART-TIME EMPLOYEES**

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**RESERVE**

[The Union removes the above RESERVE, the proposal already tabled remains unchanged.](#)

The Union wishes to table consequential amendments to this Part-Time Employees article as they may pertain to the following proposals made within the package:

- Vacation Leave
- Designated Paid Holidays

**ARTICLE 41  
~~termination or transfer of operations~~**

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**RESERVE**

[The Union withdraws its RESERVE at Article 41](#)

**ARTICLE 43  
HOURS OF WORK FOR THE LS GROUP**

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**RESERVE**

The Union proposes a reduction in the normal hours of work to 35 hours per week with no reduction in annual pay, leave credits or benefits.

[The Union tables the above proposal at Article 43 in lieu of previous RESERVE](#)

**ARTICLE 44  
WORK YEAR AND HOURS OF WORK FOR THE ED-EST SUB-GROUP AND EU GROUP**

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**RESERVE**

The Union proposes a reduction in the normal hours of work to 35 hours per week with no reduction in annual pay, leave credits or benefits.

[The Union tables the above proposal at Article 43 in lieu of previous RESERVE](#)

**ARTICLE 45  
WORK YEAR AND HOURS OF WORK FOR THE ED-LAT SUB-GROUP**

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**RESERVE**

The Union proposes a reduction in the normal hours of work to 35 hours per week with no reduction in annual pay, leave credits or benefits.

[The Union tables the above proposal at Article 43 in lieu of previous RESERVE](#)

## **Article 46**

### **pedagogical break**

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#### **Holiday Pedagogical break**

This article applies to employees in the Elementary and Secondary Teaching (ED-EST) subgroup who work for a period of twelve (12) months, to employees in the Language Teaching ED-LAT subgroup, to employees in the Language Instructor and Physical Education subgroups of the Educational Support (EU) group, **employees in the Library Sciences LS subgroup** and to employees in the Education Services ED-EDS subgroup employed at the Department of National Defence who regularly teach.

- 46.01 Employees shall be granted a pedagogical break which will include all calendar days between December 25 and January 2 inclusively. During this period, employees are entitled to four (4) days of leave with pay, in addition to three (3) designated paid holidays as provided for under clause 21.01 of this agreement.
- 46.02 Should January 2 coincide with an employee's day of rest or with a day to which a designated paid holiday has been moved by application of clause 21.03, the day shall be moved to the employee's first scheduled working day following the pedagogical break.
- 46.03 If an employee performs authorized work during the pedagogical break on a day other than a designated paid holiday or a normal day of rest, he or she shall receive compensation based upon his or her normal daily rate of pay, in addition to his or her usual pay for the day.

#### **Summer Student Success Days**

**This clause applies to all employees in the bargaining unit who teach except 10-month teachers.**

- 46.04 The Employer recognizes the need for employees who teach to spend a part of their working hours to adjust or tailor their courses/subject matters with the aim of applying best practices and optimizing their courses in order to provide students or incumbents with the best and latest.**
- 46.05 In accordance with 46.04, an employee shall be granted a period of five (5) consecutive paid days between May 31<sup>st</sup> to August 15<sup>th</sup>.**
- 46.06 This paid period may be spent by the employee from their home or through a hybrid approach. Requests pertaining to this paid period shall not be unreasonably denied.**

**ARTICLE 48  
OVERTIME & OTHER RELEVANT ARTICLES**

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**RESERVE**

The Union proposes that calculations throughout the collective agreement for all authorized overtime shall be based on each completed fifteen (15) minutes, or portion thereof.

[Modified proposal in lieu of RESERVE](#)

**ARTICLE 49  
ALLOWANCES**

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**49. XX  
Indigenous Language Allowance**

Employees who are fluent and interact in an Indigenous language in the workplace shall be paid an Indigenous Language Allowance of six thousand dollars (\$6,000) per year, paid biweekly.

**49.09 Specialist Indigenous Languages**

A teacher employed in the Department of Indigenous Services who is qualified and assigned to teach an Indigenous language in the following school locations will receive an allowance of ~~\$1,015~~ **\$6,000** per annum:

- Tyendinaga, Ontario
- Six Nations of the Grand River, Ontario
- Cold Lake First Nations, Alberta

To qualify for the allowance, a teacher must satisfy the Department of Indigenous Services of their qualifications to teach an Indigenous language.

It is understood that only one allowance will be paid under clause 49.09.

**ARTICLE 50  
TECHNOLOGICAL CHANGE**

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**RESERVE**

The Union reserve the right to table further proposals under Article 50 including but not limited to a new article on the use of Artificial Intelligence and surveillance in the workplace.

The Union also reserves the right to table further proposals on Artificial Intelligence throughout the Collective Agreement, including consequential amendments.

## **ARTICLE 53 JOB SECURITY**

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### **RESERVE**

53.01 Subject to the willingness and capacity of individual employees to **be trainable and willing to either telework or relocate** ~~accept relocation and retraining~~, the Employer will make ~~every reasonable effort~~ to ensure that any reduction in the workforce will be accomplished through attrition.

~~53.02 Through Labour Management Consultation Committees, or through another forum as agreed upon by both parties, departmental and Alliance representatives shall meet to discuss and exchange on issues associated with contracting out, such as but not limited to, the influence on working conditions, complexity of tasks, information on contractors in the workplace, future resource and service requirements, skills inventories, knowledge transfer, position vacancies, workload, and managed services.~~

~~53.03 Where practicable and when indeterminate employees are affected by workforce adjustment situations, and provided the employee is capable of performing the necessary work, preference shall be given to their retention over re-engaging a contractor.~~

**53.02 Only members of the bargaining unit shall perform work of the bargaining unit, except by explicit mutual agreement in writing between the Union and the Employer.**

**53.03 The employer shall bring all currently sub-contracted bargaining unit work back into the bargaining unit. The parties shall meet within 90 days of ratification to ensure full compliance with this Article.**

**53.04 Where a person 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.**

**53.05 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 indeterminate status.**

## ARTICLE 60

### LEAVE FOR ED-EST AND EU EMPLOYEES WHO WORK A TEN (10) MONTH WORK YEAR

60.01 The Employer shall grant ED-EST and EU employees who work a ten (10) month work year up to fifteen (15) hours of leave with pay, to be granted in up to two (2) periods of seven decimal five (7.5) hours each or four (4) periods of up to three decimal seven five (3.75) hours each, within each school year for personal reasons, at a time requested by the employee, provided the employee gives the Employer advance notice prior to the commencement of the leave of at least five (5) working days, unless there is a valid reason, as determined by the Employer, why such notice cannot be given.

60.02

- ~~a. Effective on the date of signing of this collective agreement, employees with more than two (2) years of service shall receive a one-time entitlement of thirty-seven decimal five (37.5) hours of leave with pay for personal reasons.~~
- b. Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of leave with pay for personal reasons on the first (1st) day of the month following the second (2nd) anniversary of the employee's ~~first year~~ of service.
- c. Effective on the date of signing of this collective agreement, employees with more than five (5) years of service shall receive a one-time entitlement of thirty-seven decimal five (37.5) hours of leave with pay for personal reasons.**
- d. Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of leave with pay for personal reasons on the first (1st) day of the month following the fifth (5th) anniversary of the employee's service.**

***Consequential re-numbering.***

## ARTICLE 63 DURATION

### RESERVE

[The Union modifies the above Reserve at Article 63 in lieu of proposals contained in the Union's Economic Package/Pay Proposal document](#)

**~~NEW ARTICLE XX~~  
~~PROTECTIONS AGAINST CONTRACTING OUT~~**

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**RESERVE**

[The Union withdraws the above RESERVE on NEW ARTICLE XX – PROTECTIONS AGAINST CONTRACTING OUT](#)

**NEW ARTICLE  
OPERATIONAL REQUIREMENTS**

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**XX.01** The employer agrees that when an employee is denied access to a provision of this agreement because of operational requirements, it will disclose in writing a detailed explanation to the employee of what those operational requirements are.

**NEW ARTICLE  
EMPLOYEE WELLNESS FUND**

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**RESERVE**

The Union proposes the introduction of a Wellness Fund of \$500.00 per year for members to spend on materials and/or activities to support holistic wellbeing to spend at their own discretion.

[The Union tables the above proposal in lieu of previous RESERVE](#)

**NEW ARTICLE  
PENSIONABLE ALLOWANCES**

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**RESERVE**

[The Union withdraws the above proposals](#)

## **NEW ARTICLE TELEWORK**

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**For the purpose of this article telework is defined as a flexible work arrangement where employees have approval to perform some or all of their work duties from a location other than their designated workplace.**

**The parties recognize the following benefits of telework:**

- **It can help reduce stress and achieve a better work–life balance;**
- **It supports an inclusive and diverse public service;**
- **It supports psychologically safe and healthy work environments where employees have access to flexible work arrangements;**
- **It can assist the Employer in attracting and retaining employees located at a wider range of locations;**
- **It contributes to reducing emissions from transportation, traffic congestion and air pollution, in accordance with the Greening Government Strategy.**

**XX.01 It is understood that participation in telework is voluntary and that employees are not required to telework.**

**XX.02 The Employer will not impose caps on groups of employees on telework days that may be approved.**

**XX.03 Each request shall be considered on a case-by-case basis by the employee's direct manager. The manager has the responsibility to genuinely try to reach a telework agreement that will support the employee's circumstances. As such the employee's direct manager shall at a minimum:**

- a. discuss the request with the employee;**
- b. have regard to the consequences of a refusal for the employee;**
- c. consider cultural obligations for indigenous employees;**
- d. ensure that a refusal is based on reasonable business grounds.**

**XX.04 The Employer decision on a request for a new telework agreement or the review of an existing telework agreement shall be provided within twenty-eight (28) calendar days of the initial request. If such a request is denied, then the Employer shall provide the detailed reasons in writing.**

**XX.05 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.06 The Employer may seek to modify or terminate an approved telework agreement on reasonable business grounds subject to clause XX.03. The Employer must provide reasonable notice prior to modifying or terminating a telework agreement. All**

**terminations shall include the written reasons and be immediately communicated to the union.**

**XX.07 Ad-hoc arrangements**

- a. 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 the necessary equipment, or reimbursement for reasonable costs associated with implementing a telework agreement.**
- b. Unless otherwise specified in this Article, all terms and conditions of a telework agreement shall be consistent with the provisions of the Collective Agreement and all requirements within the Occupational Health and Safety Regulations.**

**XX.09 Notice to the Union**

**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, work unit location, remote work location, the number of days per week for which telework has been approved and personal contact information for each employee.**



## **NEW ARTICLE XX WHISTLEBLOWING**

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**With the common understanding amongst the Union and the Employer that:**

- the federal public administration is an important national institution and is part of the essential framework of Canadian parliamentary democracy;
- it is in the public interest to maintain and enhance public confidence in the integrity of public servants;
- confidence in public institutions can be enhanced by establishing effective procedures for the disclosure of wrongdoings and for protecting public servants who disclose wrongdoings, and by establishing a code of conduct for the public sector;
- public servants enjoy the right to freedom of expression as guaranteed by the *Canadian Charter of Rights and Freedoms* and that this Act strives to achieve an appropriate balance between those two important principles;

**To this end:**

**XX.01** An employee who is otherwise undertaking action related to whistleblowing shall do so in accordance with the provisions of the Public Servants Disclosure Protection Act as it may be amended from time to time.

**XX.02** An employee shall be protected against any reprisal or penalties for exercising their rights as stipulated under the Act.

## **NEW ARTICLE ~~PSYCHOLOGICAL HEALTH AND SAFETY~~**

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**RESERVE**

[The Union withdraws the above RESERVE](#)

**NEW ARTICLE  
SOCIAL JUSTICE FUND**

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**XX.X** 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 Social Justice Fund.

**NEW ARTICLE XX  
RIGHT TO DISCONNECT**

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**XX.XX** 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.

**NEW ARTICLE XX  
ACADEMIC FREEDOM**

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**XX.01** Employees have a right to academic freedom which is defined as the freedom, individually or collectively, to pursue, to develop and to transmit knowledge through research, study, discussion, documentation, production, creation, teaching, lecturing and writing, regardless of prescribed or official doctrine and without constriction by institutional censorship. Academic freedom does not confer legal immunity, nor does it diminish the responsibility of employees to fulfill their obligations under the Public Service Code of Conduct.

**XX.02** Employees teaching courses have the right to the free expression of their views on the subject area, and may use and refer to materials and their treatment thereof without reference or adherence to prescribed doctrine.

In such circumstances, the Employee is expected to cover topics according to the calendar description, to remain up to date in the knowledge of the discipline, treat students fairly and ethically, and teach effectively, which includes using fair, reasoned and fact-based arguments and showing a willingness to accommodate the expression of differing points of view.

**XX.03** Employees have the freedom to carry out scholarly interactions and research within areas of their expertise without reference or adherence to prescribed doctrine. This should not be interpreted to preclude or inhibit the ability of Employees to develop new areas of expertise.

Employees are expected to meet established ethical guidelines, to deal fairly with colleagues and students, to carry out their teachings in the spirit of an honest

search for knowledge, and to base findings upon a critical appraisal of available evidence and a reasoned analysis of its interpretation.

**XX.04** The specificities of the institutions in which an Employee works does not diminish the academic freedom of the Employee. This places on the Employee, embarking upon such public discussion or publication, a somewhat greater responsibility for clarity than might attend similar actions in areas not closely associated with the specific institution in which they operate.

#### **NEW ARTICLE REPRODUCTIVE HEALTH**

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**XX.01** For the purposes of this article, "reproductive health" includes

- i. Menstruation, perimenopause, menopause and hypogonadism;
- ii. Polycystic ovarian syndrome (PCOS), endometriosis;
- iii. In Vitro Fertilization (IVF) and other forms of assisted reproductive technologies;
- iv. Vasectomy, tubal ligation, hysterectomy, oophorectomy;
- v. Pregnancy that ends other than as a result of a live birth;
- vi. Gender-affirming reproductive care;

and medical conditions, procedures, and treatments related to the above.

**XX.02** The Employer recognises the importance of providing a supportive environment when employees experience pain, discomfort, or other symptoms related to menstruation, perimenopause, or menopause, or challenges related to reproduction. This includes ensuring a workplace that is both physically and psychologically healthy, promoting well-being, and addressing mental health needs associated with these experiences.

#### **Individual Reproductive Health Support**

**XX.03** To support employees managing reproductive health symptoms and ensure a safe work environment, the Employer will approve reasonable requests for:

- a. Work from home;
- b. Flexible hours;
- c. Workplace supports which prioritise comfort and well-being of the employee, , such as resting in a quiet area, or additional breaks; or
- d. Paid leave as outlined in Articles XX.04 to XX.08.

Requests for these provisions will not be unreasonably denied.

#### **Reproductive Health Leave**

**XX.04** Employees are entitled up to ninety (90) hours paid leave per calendar year to manage symptoms associated with reproductive health, and/or attend appointments without the requirement to provide a medical certificate.

Such credits shall not be carried over in the next fiscal year

**XX.05** An Employee requesting to take leave under this clause shall advise the Employer of the period, or expected period, of the leave as soon as practicable.

**XX.06** If reproductive health leave is exhausted, employees may access paid sick leave under the collective agreement's sick leave provisions, without the requirement to provide a medical certificate.

#### **Leave for End of Pregnancy**

**XX.07** For the purposes of this section, "end of pregnancy" means a pregnancy that ends other than as a result of a live birth.

**XX.08** An employee is entitled to paid leave under this article, if

- a. they experience an end of pregnancy;
- b. their spouse or common-law partner experiences an end of pregnancy; or
- c. another person experiences an end of pregnancy, and the employee would have become the legal parent of the child born as a result of the pregnancy.

**XX.09** If an employee's pregnancy ends before completing week twenty (20) of pregnancy, they are entitled to three (3) days paid leave.

**XX.10** If the pregnancy ends after completing week twenty (20), the employee is entitled to

- a. seven (7) days of leave with pay; and
- b. up to eight (8) weeks of leave without pay, unless the employee is entitled to a longer period of leave under Article 38.

**XX.11** For clarity, if the pregnancy ends after completing week twenty (20), and the employee has commenced unpaid leave under Article 38, the total entitlement to paid and unpaid leave, including any leave described in XX.10(a) and (b), shall not exceed eighteen (18) weeks.

**XX.12** The leave under XX.10 (a) may be taken in a single period of seven (7) working days, or in two (2) separate periods to a maximum of seven (7) working days.

**NEW APPENDIX  
ADAPTING WORKPLACES TO CLIMATE CHANGE**

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**xx.xx** In recognition of employee's contribution to carbon reduction and lowering emissions, where the employer requires an employee to attend a workplace in person, the employer shall provide:

- a)** Reimbursement for public transportation,
- b)** Reimbursement of parking for employees who car-pool,
- c)** Charging stations for electric vehicles, and
- d)** Secure storage for bicycles, e-bicycles and scooters.

**NEW ARTICLE  
ARTIFICIAL INTELLIGENCE (AI) AND EMERGING TECHNOLOGIES**

- ai.01** The employer shall not use automated decision-making systems to make or support decisions that directly affect an employee's rights, duties, or conditions of employment including matters of discipline.
- ai.02** The employer shall provide employees with clear and accessible information regarding how AI and automated decision-making are used in their work, including guidelines, limitations, risks, and ethical considerations, human oversight, and applicable data security, and privacy safeguards.
- ai.03** In accordance with clause 1.02 of this agreement, the parties are committed to the people of Canada being well and efficiently served. As such, the use of artificial intelligence in public services shall be supplemental to, and not a substitute for, public service employees. The use of AI shall not impact the public's right to interact with an employee of the public service in a timely and accessible manner.
- ai.04** All artificial intelligence and automated systems used in the public service shall be governed by the principles of privacy protection, data minimization, and security. Personal information entrusted to the Government of Canada must be collected, used, disclosed, and retained in accordance with the Privacy Act and related Treasury Board policies, including the Policy on Privacy Protection, the Directive on Privacy Practices, and the Policy on Government Security or related policies.
- ai.05** The Employer shall ensure that self-identification and equity data shall remain confidential and securely stored and shall not be accessed, analyzed, or processed by any automated or artificial intelligence system.

**ai.06 The Employer shall not use Artificial intelligence or automated decision-making systems programs in hiring processes.**

**ai.07 All Artificial Intelligence and decision-making systems shall be made in Canada and all data collected shall reside in Canada and not be sold.**

***Training related to AI and emerging technologies***

**ai.08 The Employer shall provide ongoing training, during working hours, on AI and emerging technologies, at no cost to employees. This training shall ensure employees can safely and effectively use such tools and adapt to evolving technological demands.**

**ai.09 AI training shall be mandatory for employees whose job functions involve the development, use, or management of automated decisions systems.**

***Automated data processing and decision-making***

**ai.10 The Employer shall implement safeguards and bias-mitigation measures to protect employees from adverse impacts of automated decision-making.**

**ai.11 The Employer shall ensure that any automated decision making, including algorithmic processing of personal data, does not result in bias, systemic inequality, or unlawful discrimination, and complies with applicable human rights, privacy, and employment legislation.**

**ai.12 Employees are encouraged to report, in good faith, any concerns related to errors, bias, or unlawful discrimination in the use of automated systems. Employees making such disclosures shall be protected from any form of discipline, or retaliation.**

**ai.13 Employees shall not be subject to discipline or held personally liable for errors, inaccuracies, or unintended bias, decisions or consequences resulting from the use or outputs of automated decision-making systems used in the performance of their duties.**

**ai.14 The Employer shall identify, assess, and correct errors related to automated decision-making tools and promptly inform affected employees, in writing, of any such issues that may have influenced their duties or employment status.**

***Development of AI and new technology***

**ai.15 The Employer shall prioritize in-house development and deployment of AI systems, tools, and services, and, where in-house development is not immediately feasible, the Employer shall make reasonable efforts to build**

**internal capacity through training or collaboration with bargaining unit employees before seeking external procurement.**

**This provision shall not impede employees from participating in the design or development of AI systems as part of their assigned duties, provided such systems are not intended to reduce, replace or contract out bargaining unit work.**

## **NEW ARTICLE SURVEILLANCE PROTECTIONS (SP) AND PRIVACY**

- sp.01 Employees shall have a reasonable expectation of privacy in their communications, workspaces, and digital interactions. The Employer shall ensure that decisions affecting an employee's rights, duties, or working conditions include meaningful human involvement.**
- sp.02 The Employer shall not use electronic surveillance to monitor, assess, or evaluate employees, their work performance or productivity, nor use such data for disciplinary purposes.**
- sp.03 An employee will not be subject to enhanced electronic tracking or surveillance solely because they are teleworking.**
- sp.04 The Employer shall not introduce, use, or maintain any electronic surveillance or monitoring technology unless it meets all the following requirements:**
- a. its purpose is clearly defined, and**
  - b. necessary to meet a legitimate operational requirement, and**
  - c. the objective cannot reasonably be achieved through less intrusive means.**

**For clarity, the monitoring of productivity, performance, or employee behaviour shall not be considered a legitimate operational requirement for the purposes of this article.**

- sp.05 Prior to introducing or modifying monitoring or electronic surveillance technology, the Employer shall provide at least one hundred and eighty (180) days' written notice to the Alliance. The notice shall include**
- a. a description of the technology and how it meets the requirements outlined in SP.04;**

- b. the classifications, positions, and departments of affected employees, listed individually or in groups, with sufficient detail to allow the Alliance to assess the scope of impact;**
  - c. the type of data to be collected, stored, accessed, and retained; and**
  - d. the privacy and security safeguards in place to protect employees.**
- sp.06 For all current monitoring or surveillance technology affecting bargaining unit members, the Employer shall provide the Alliance with an annual report as outlined in clause sp.05 a-d.**
- sp.07 Upon request by the Alliance, the Employer and Alliance shall jointly review any monitoring or surveillance technology in use, to determine whether its continued operation remains justified and compliant with clauses sp.01-sp.03. This review shall take place within one hundred and eighty (180) days of the request. Where such justification no longer exists, the Employer shall discontinue the use of the tool.**
- sp.08 In the event of a data breach that exposes employees' personal information, the Employer shall immediately notify affected employees and the union, and provide support to mitigate risks, including identity protection services.**
- sp.09 Upon request, employees shall have the right to review any personal data collected about them, in the presence of a union representative.**



**Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada with Respect to a Joint Committee on Emerging Technology**

**This Memorandum of Understanding (MOU) is to give effect to the agreement reached between the Treasury Board (the Employer) and the Public Service Alliance of Canada (the union) regarding the establishment of a National Joint Committee on Emerging Technology (hereinafter “the Committee”).**

**The parties recognize that emerging technologies, including but not limited to artificial intelligence (AI), automated decision-making, and electronic surveillance, have the potential to significantly impact the work of employees. These rapidly advancing technologies raise important considerations regarding job security, employee privacy, workplace surveillance, and required skill development.**

**The Employer and the union agree that collaboration and being proactive is essential to ensuring that new technologies are implemented in a fair, transparent, manner that is informed by the interests of employees.**

- 1. The Joint Committee on Emerging Technology shall be established within sixty (60) days of the signing of this MOU.**
  - a. The Committee shall be co-chaired by one (1) representative from the Employer and one (1) representative from the Alliance.**
  - b. Each party shall appoint at least one (1) permanent committee member with professional training or expertise in emerging technologies, AI, or related fields.**
  - c. Each party shall appoint additional committees members, as agreed upon in the terms of reference, to ensure coverage across affected departments.**
- 2. The Committee shall be responsible for reviewing and making recommendations regarding the role and impact of emerging technologies on workplace conditions. Specifically, the Committee shall:**
  - a. Assess the role and effects of emerging technologies distinct from existing technologies on employees' working conditions. This includes, but is not limited to:**
    - i. Artificial intelligence (AI),**
    - ii. Generative AI,**
    - iii. Automated decision-making,**
    - iv. Electronic surveillance, and**

- v. Any other related new or evolving workplace technologies.**
- b. Develop guiding criteria to identify positions to identify and assess the potential risks and benefits of these technologies, particularly in relation to:**
  - i. Employees' working conditions and job functions,**
  - ii. Work arrangements, including remote work,**
  - iii. Workplace privacy and data security,**
  - iv. Environmental impact,**
  - v. Job security, and**
  - vi. The psychological health and safety of employees, including concerns related to job stress, surveillance, workload, and work intensification.**
- c. Identify available training programs, including those offered by the Canada School of Public Service (CSPS) and other departmental initiatives.**
- d. Assess gaps in training availability and make recommendations to:**
  - i. Enhance employee access to relevant training courses,**
  - ii. Ensure employees can complete training within working hours, and**
  - iii. Increase awareness of AI and technology training opportunities through joint employer-union communication strategies.**
- e. Identify privacy risks and data security concerns and propose recommendations to address them**
- f. Assist in the development of departmental joint committees on Emerging Technology**
- g. The Committee shall meet monthly and additional meetings may be scheduled by mutual agreement if required.**
- h. The Committee shall submit written recommendations based on its findings annually.**

## **PART II ECONOMIC PACKAGE**

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The Union reserves the right, pending the Employer's providing of payroll and other economic information, to table a comprehensive wage proposal that which will include but is not limited to:

- General economic increases that meet or exceed inflation;
- Amendments to the rates of pay including market, wage, and payline adjustments;
- Restructure of the wage grids;
- Increases and/or expanded scope of allowances for specific occupational groups;
- Pay notes;
- Pension (two-tier and early retirement).

Some of the above RESERVEs are modified in lieu of proposals contained in the Union's pay proposal document. Unless otherwise tabled in the Union's pay proposal, outstanding RESERVEs remain.

### **APPENDIX A annual rates of pay and pay notes**

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#### **RESERVE**

The Union modifies the above reserve at Appendix A in lieu of proposals contained in the Union's pay proposal document

### **PART III APPENDICES**

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#### **APPENDIX H - MEMORANDUM OF UNDERSTANDING WITH RESPECT TO A JOINT LEARNING PROGRAM**

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

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

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

Starting on the first day of the month following the date of signature of this agreement ~~and for a two-year period~~, the Employer further agrees to provide ~~fifty thousand three hundred and twenty five dollars (\$50,325) per month (for a total of \$1.2 million)~~ **an additional forty-five thousand dollars (\$45,000) per month** to fund ~~a time-limited project to provide the delivery of the~~ training tailored to the learning needs of occupational health and safety committees ~~and representatives~~. ~~For clarity, this temporary provision expires upon completion of the noted two-year period.~~

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

[The Union tables the above proposal at Appendix H in lieu of previous RESERVE](#)

#### **APPENDIX K - 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:**

- 1) Effective date**

**The effective dates for economic increases are specified in Appendix A.**

**Other provisions of the collective agreement will be effective as follows:**

- a. All components of the agreement unrelated to pay administration will come into force on signature of this agreement unless otherwise expressly stipulated.**
- b. Payment of premiums, allowances and overtime rates in the collective agreement will continue to be paid as per the previous provisions until changes come into force as stipulated in 2.a.**
- c. Salary rate changes and increases to existing allowances shall be retroactive to the expiry date of the previous collective agreement.**
- d. New allowances shall be fully retroactive to the first day of the collective agreement and subject to General Economic Increases, where stated.**

**2) Implementation timeframe**

- a. 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]*.**

**3) Employee recourse**

- a. 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 two hundred dollars (\$200). Employees will be entitled to an additional two hundred dollars (\$200) 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.**

**The Union proposes the above modification to Appendix K in lieu of a previous RESERVE**

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

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

In 2015, the Employer and the Alliance entered into a memorandum of understanding with respect to mental health in the workplace as part of the collective agreement which established

the Joint Task Force on Mental Health (the Joint Task Force). The terms of this memorandum of understanding have been met.

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

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

To support the Centre of Expertise on Mental Health, the parties agree to establish a renewed governance structure that includes an Advisory Board. The Advisory Board will be comprised of an equal number of Union and Employer representatives. Each party will be responsible for determining their respective Advisory Board representatives. The Advisory Board will establish terms of reference which may be amended by mutual consent.

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

**The Union proposes the above modification to Appendix O in lieu of a previous RESERVE**

**The Union reserves the right to make proposals at a later date on the following appendices:**

- **APPENDIX L - MEMORANDUM OF AGREEMENT WITH RESPECT TO IMPLEMENTATION OF UNION LEAVE**

#### **APPENDIX "I"**

**Memorandum Of Understanding Between The Treasury Board and The Public Service Alliance Of Canada With Respect To A Joint Review On Employment Equity, Diversity And Inclusion Training And Information Conflict Management Systems**

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**RESERVE**

**NEW APPENDIX**  
**EB GROUP SPECIFIC PROVISIONS FOR TRANSITION OF RCMP CIVILIAN MEMBERS**

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**RESERVE**

**APPENDIX B**  
**WORKFORCE ADJUSTMENT**

---

**General**

**Application**

**\*\***

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

**Collective agreement**

~~With the exception of those provisions for which the Public Service Commission is responsible,~~  
~~†~~This appendix ~~is~~**forms** part of this agreement.

Notwithstanding the job security article, in the event of conflict between the present workforce adjustment appendix and that article, the present workforce adjustment appendix will take precedence.

## **Objectives**

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

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

## **Definitions**

### **Accelerated layoff (mise en disponibilité accélérée)**

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

### **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.

### **Alternation (échange de postes)**

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

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

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

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

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

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

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



**Deputy head (administrateur général)**

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

**\*\***

**Education allowance (indemnité d'études)**

Is one of the options provided to an indeterminate employee affected by workforce adjustment for whom the deputy head cannot guarantee a reasonable job offer. The education allowance is a lump-sum payment equivalent to the transition support measure (see Annex B), plus a reimbursement of tuition from a recognized learning institution and book and mandatory equipment costs, up to a maximum of ~~seventeen thousand dollars (\$17,000)~~ **twenty-five thousand dollars (\$25,000)**.

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

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

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

Is a department or organization declaring an individual employee surplus.

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

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

**Layoff notice (avis de mise en disponibilité)**

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

**Layoff priority (priorité de mise en disponibilité)**

A person who has been laid off is entitled to a priority, in accordance with subsection 41(4) of the *Public Service Employment Act* with respect to any position to which the Public Service Commission is satisfied that the person meets the essential qualifications; the period of entitlement to this priority is one (1) year as set out in section 11 of the *Public Service Employment Regulations*.

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

Is an indeterminate employee whose services will no longer be required because of a workforce adjustment situation, who has not received a guarantee of a reasonable job offer from the deputy head and who has one hundred and twenty (120) days to consider the options in section 6.4 of this appendix.

**Organization (organisation)**

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

**Pay (rémunération)**

Has the same meaning as “rate of pay” in this agreement.

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

Is a system designed by the Public Service Commission to facilitate appointments of individuals entitled to statutory and regulatory priorities.

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

Is an offer of indeterminate employment within the core public administration, normally at an equivalent level, but which could include lower levels. Surplus employees must be ~~both~~ trainable, ~~and mobile~~. Where practicable, a reasonable job offer shall be within the employee’s headquarters as defined in the *Travel Directive* **or provide the employee with the option to telework**. 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 *Financial Administration Act* Schedule V employer, providing that:

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

**Reinstatement priority (priorité de réintégration)**

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

**Relocation (réinstallation)**

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

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

Is the authorized move of a work unit of any size to a place of duty located beyond what, according to local custom, is normal commuting distance from the former work location and from the employee's current residence.

### **Retraining (recyclage)**

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

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

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

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

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

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

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

### **Telework (télétravail)**

**A flexible work arrangement where the employee has approval to perform their work duties from a location other than their designated workplace.**

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

Is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer. The transition support measure is a lump-sum payment based on the employee's years of service as per Annex B.

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

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

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

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

## **Authorities**

The Public Service Commission has endorsed those portions of this appendix for which it has responsibility.

## **Monitoring**

Departments or organizations shall retain central information on all cases occurring under this appendix, including ~~the reasons for the action; the number, occupational groups and levels of employees concerned; the dates of notice given; the number of employees placed without retraining; the number of employees retrained (including number of salary months used in such training); the levels of positions to which employees are appointed and the cost of any salary protection; and the number, types and amounts of lump sums paid to employees.~~ **but not limited to the following for each affected employee:**

- **Type of workforce adjustment (e.g., lack of work, discontinuance of a function, relocation of a work unit or alternate delivery initiative);**
- **Date of notice given;**
- **Occupational group and level and work unit;**
- **Equity seeking status**
- **Whether a guarantee of a reasonable job offer was provided and whether telework was included;**
- **Whether a VDP was offered, the employee volunteered, the employee was accepted or denied and which option the employee chose;**
- **Whether they were subject to a selection and retention process, were retained or made opting;**
- **Whether the employee accepted relocation;**
- **Whether the employee made any alternation requests and whether they were accepted or denied;**
- **For opting employees, which option did they choose and did they apply for a pension waiver.**

**Departments and organizations shall also provide aggregate data on the number of employees accessing counselling services as per article 6.4.6. This information will be used by the Treasury Board Secretariat to carry out its periodic audits and be provided to the Public Service Alliance of Canada on a quarterly basis.**

## **References**

**\*\***

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

- *Financial Administration Act*
- *Values and Ethics Code for the Public Sector*
- *Public Service Employment Act*
- *Public Service Employment Regulations*
- *Federal Public Sector Labour Relations Act*
- *Public Service Superannuation Act*
- *NJC Relocation Directive*
- *Travel Directive*

## **Enquiries**

**\*\***

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

Responsible officers in departmental or organizational headquarters may, in turn, direct questions regarding the application of this appendix to the Union Engagement and National Joint Council Support Unit, Employee Relations and Total Compensation Directorate, Treasury Board Secretariat.

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

## **Part I: roles and responsibilities**

### **1.1 Departments or organizations**

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

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

**1.1.3** Departments or organizations shall establish **standing** joint workforce adjustment committees **at local, regional and national levels in consultation with the union**, ~~where appropriate~~, to advise and consult on **current or potential** 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 Public Service Commission and appointing departments or organizations in joint efforts to redeploy departmental or organizational surplus employees and laid-off persons.

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

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

Such a communication shall also indicate **whether the workforce adjustment is due to lack of work or the discontinuance of a function and** 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 eligible to participate in a voluntary departure program in accordance with section 6.2 of this appendix; or**
- c. is an opting employee and has access to the options set out in section 6.4 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 layoff date.

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

**1.1.8** Where a deputy head cannot provide a guarantee of a reasonable job offer, the deputy head will provide one hundred and twenty (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 6.4.1(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~~ **their** duties have already ceased to exist.

**\*\***

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

**1.1.11** 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, **work unit, group and level, home address, email and phone number** of affected employees **no less than two (2) working days prior to notifying employees.**

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

**1.1.13** Departments or organizations shall provide the employee with the official notification that ~~he or she has~~ **they have** 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 layoffs to a minimum, ~~and a layoff shall normally occur only W~~ when an individual has refused a reasonable job offer, ~~is not mobile, because they are not willing or able to telework or relocate and cannot be retrained within two (2) years, they are either made opting or maintain their surplus priority status for the remainder of the entitlement period 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 **or higher** 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~~ **provide a reasonable job offer involving relocation to** surplus employees and laid-off individuals, ~~if necessary only if no reasonable job offer is available in the employee's current work location and after teleworking options have been exhausted.~~

**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 subsequent articles)**

- a) When all affected employees in the same group and level in a work unit will be given reasonable job offers but not all reasonable job offers are at the same work location, employees shall be given the choice of reasonable job offer (including whether the position allows for telework or involves relocation) in order of seniority (total years of service in the public service, whether continuous or discontinuous).**
- b) An employee who chooses not to accept a reasonable job offer which requires relocation 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 *National Joint Council Travel Directive* and *National Joint Council Relocation Directive*.

**1.1.21** For the purposes of the *National Joint Council 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 *National Joint Council 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 *National Joint Council Travel Directive*.

**1.1.23** For the surplus and/or layoff 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 Public Service Commission 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 Public Service Commission in a timely fashion, and in a method directed by the Public Service Commission, 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 employees and laid-off persons shall be given priority even for these short-term work opportunities.

**1.1.29** Departments or organizations may layoff 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 Public Service Commission and other departments or organizations in accepting, to the extent possible, affected employees, surplus employees, and laid-off persons from other departments or organizations for appointment or retraining.

**1.1.31** Departments or organizations shall provide surplus employees with a layoff notice at least one (1) month before the proposed layoff 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 **that does not involve relocation**, ~~he or she~~ **they** 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~~ **them** throughout the process. Such counselling is to include explanations and assistance concerning:

**\*\***

- a. the workforce adjustment situation and its effect on that individual;
- b. the workforce adjustment Appendix;
- c. the Public Service Commission'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, **teleworking**, 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 layoff);

- h. the likelihood that the employee will be successfully appointed;
- i. the meaning of a guarantee of a reasonable job offer, a twelve (12) month surplus priority period in which to secure a reasonable job offer, a transition support measure and an education allowance;
- j. advise employees to seek out proposed alternations and submit requests for approval as soon as possible after being informed they will not be receiving a guarantee of a reasonable job offer;
- k. the Human Resources services available;
- 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;
- p. advising employees of the right to be represented by the Alliance in the application of this appendix; and
- q. the Employee Assistance Program (EAP).

**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. **establish a standing national joint workforce adjustment committee to advise and consult on current or potential workforce adjustment situations within departments or organizations. Terms of reference of such committee shall include a process for addressing alternation requests between departments and organizations;**
- b. investigate and seek to resolve situations referred by the Public Service Commission or other parties;

- c. consider departmental or organizational requests for retraining resources;  
and
- d. 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**

**1.3.1** Within the context of workforce adjustment, and the Public Service Commission governing legislation, it is the responsibility of the Public Service Commission 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 Public Service Commission 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 appendix;  
and
- b. provide information to the Alliance on the numbers and status of their members in the Priority Information Management System, as well as information on the overall system.

**1.3.3** The Public Service Commission's roles and responsibilities flow from its governing legislation, not the collective agreement. As such, any changes made to these roles/responsibilities must be agreed upon by the Public Service Commission. For greater detail on the Public Service Commission's role in administering surplus and layoff 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 6.4.1(a) of Part VI of this appendix are responsible for:

- a. actively seeking alternative employment in cooperation with their departments or organizations and the Public Service Commission, unless they have advised the department or organization and the Public Service Commission, 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 Public Service Commission to assist them in their appointment activities;
- d. ensuring that they can be easily contacted by the Public Service Commission 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 Public Service Commission, and job offers made by departments or organizations), including retraining, **teleworking** 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 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, **work unit, group and level, home address, email and phone number** of affected employees **no less than two (2) working days prior to notifying employees.**

**\*\***

**2.1.2** In any workforce adjustment situation which is likely to involve ~~ten (10)~~ **six (6)** or more indeterminate employees covered by this appendix, the department or organizations concerned shall notify the Treasury Board Secretariat, in writing and in confidence, at the earliest possible date and under no circumstances less than four (4) working days before the situation is announced.

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

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

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

#### **3.1 General**

**3.1.1** In cases where a work unit 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, **to telework (if they are able)**, 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 **with respect to the choices in Article 3.1.1** ~~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 **that does not require relocation and/or involves telework** 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** Although departments or organizations will endeavour to respect employee location preferences, in exceptional circumstances and in consultation with the Treasury Board Secretariat, the deputy head may consider offering a relocated position to an employee in receipt of a guarantee of a reasonable job offer, after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area. **Should an employee refuse the reasonable job offer, article [NEW XX following 1.1.19] shall apply.**

**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.

### **NEW ARTICLE XX (renumbering of subsequent articles)**

**Retraining will not be unreasonably denied. When an employee's request for retraining is denied, the employer shall provide the reasons for the denial to the employee in writing, and detailing 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 **in writing** if a retraining proposal submitted by the employee is not approved **and the reason(s) for the denial**. ~~Upon request of the employee, feedback regarding the decision, including the reason for not approving the retraining, will be provided in writing.~~

**\*\***

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

**4.2.4** 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 layoff 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~~ **they** 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~~ **they were** 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 *Directive on Terms and Conditions of Employment*.

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

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

### **6.1 General**

**6.1.1** Deputy heads will be expected to provide a guarantee of a reasonable job offer for those affected employees for whom they know or can predict that employment will be available. A deputy head who cannot provide such a guarantee shall provide ~~his or her~~ **their** reasons in writing, ~~if so requested by the employee to the employee and to the PSAC, including why~~

**teleworking opportunities are not available.** Employees in receipt of this guarantee will not have access to the choice of options below.

**6.1.2** Employees who are not in receipt of a guarantee of a reasonable job offer from their deputy head have one hundred and twenty (120) days to consider the three options below before a decision is required of them.

**6.1.3** The opting employee must choose, in writing, one (1) of the three (3) options of section 6.4 of this appendix within the one hundred and twenty (120) day window. The employee cannot change options once he or she has made a written choice.

**6.1.4** If the employee fails to select an option, the employee will be deemed to have selected Option 6.4.1(a), twelve (12) month surplus priority period in which to secure a reasonable job offer, at the end of the one hundred and twenty (120) day window.

**6.1.5** If a reasonable job offer which does not require relocation is made at any time during the one hundred and twenty (120) day opting period and prior to the written acceptance of a transition support measure or education allowance option, the employee is ineligible for the Transition support measure, the pay in lieu of unfulfilled surplus period or the education allowance.

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

## **6.2 Voluntary departure programs**

Departments and organizations shall establish voluntary departure programs for all workforce adjustments situations ~~involving five or more~~ **where the Deputy Head cannot provide a guarantee of a reasonable job offer to all** 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, all~~ 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~~ **selection and retention** process;
- E. Provide for a minimum of ~~30~~ **60** calendar days for employees to decide whether they wish to participate;
- F. Allow employees to select options 6.4.1(B), (C)(i) or (C)(ii);
- G. Provide that when the number of volunteers is larger than the required number of positions to be eliminated, volunteers will be selected based on seniority (total years of service in the public service, whether continuous or discontinuous).



### **6.3 Alternation**

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

**\*\***

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

#### **6.3.3**

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

**\*\***

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

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

**\*\***

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

#### **NEW XX (renumber subsequent articles)**

**Alternation requests shall be responded to within seven (7) days of a request being made. If an alternation is denied, a meeting to discuss the rationale for the decision will be held at affected the employee's or alternating employee's request. The employee shall be advised of their right to have a union representative attend the meeting.**

**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.

***The Alliance reserves the right to present further proposals on Article 6.3.7***

**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.

**NEW XX**

**Where telework would facilitate an alternation, it shall be made available provided the duties of the job permit.**

**6.4 Options**

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

- a.
  - i. ~~Twelve (12) month~~ **A surplus priority period in which to secure a reasonable job offer. It is time-limited. The length of the surplus priority period is based on the employee’s years of service in the public service on the day the employee is informed in writing by the Deputy Head that they are an opting employee:**
    - **Employees with less than ten (10) years of service are eligible to a twelve (12) month surplus priority period.**
    - **Employees with ten (10) to twenty (20) years of service are eligible to a fourteen (14) month surplus priority period.**
    - **Employees with more than twenty (20) years of service are eligible to a sixteen (16) month surplus priority period.**

Should a reasonable job offer not be made within ~~a period of twelve (12) months~~ **the surplus priority period**, 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 6.4.1(a).
- iii. When a surplus employee who has chosen or is deemed to have chosen Option 6.4.1(a) offers to resign before the end of the ~~twelve (12) month~~ surplus priority period, the deputy head may authorize a lump-sum payment equal to the surplus employee’s regular pay for the balance of the surplus period, up to a

maximum of six (6) months. The amount of the lump-sum payment for the pay in lieu cannot exceed the maximum of what he or she would have received had he or she chosen Option 6.4.1(b), the transition support measure.

- 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 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 Transition support measure shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2) year period.

or

- c. Education allowance is a transition support measure (see Option 6.4.1(b) above) plus an amount of not more than ~~seventeen thousand dollars (\$17,000)~~ **twenty-five thousand dollars (\$25,000)** 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 6.4.1(c) could either:

- i. resign from the core public administration but be considered to be laid off for severance pay purposes on the date of their departure. **The transition support measure shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2) year period;**

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 transition support measure shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2) year period. During this period, employees could continue to be public service benefit plan members and contribute both employer and employee shares to the benefits plans and the Public Service Superannuation Plan. At the end of the two (2) year leave without pay period, unless the employee has found alternative employment in the core public administration, the employee will be laid off in accordance with the *Public Service Employment Act*.

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

**6.4.3** The transition support measure, 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 6.4.1(b) and Option 6.4.1(c)(i), the employee relinquishes any priority rights for reappointment upon the Employer's acceptance of ~~his or her~~ **their** resignation.

**6.4.5** Employees choosing Option 6.4.1(c)(ii) who have not provided their department or organization with a proof of registration from a learning institution twelve (12) months after

starting their leave without pay period will be deemed to have resigned from the core public administration and be considered to be laid off for purposes of severance pay.

**\*\***

**6.4.6** All opting employees will be entitled to up to ~~one thousand two hundred dollars (\$1,200)~~ **three thousand dollars (\$3000)** 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** A person who has received a transition support measure, pay in lieu of unfulfilled surplus period, or an education allowance, and is reappointed to the public service shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of such reappointment or hiring to the end of the original period for which the transition support measure or education allowance was paid.

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

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

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

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

## **6.5 Retention payment**

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

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

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

## **NEW 6.6 Pension Waiver**

**6.6.1 If an employee resigns or is laid off as a result a workforce adjustment before being eligible to receive an unreduced pension benefit, the following options may be available to them:**

- A deferred annuity;
- An annual allowance; or
- A transfer value.

**6.6.2 In general, if an employee retires before meeting the age and service criteria set by the pension plan, they are entitled to an annual allowance (a reduced pension). Because the employee was laid off under a WFA, they may be eligible to have the pension reduction waived from their annual allowance.**

**6.6.3 To qualify for the early pension waiver, the employee must be within five years of the age of eligibility for a pension, have two or more years of pensionable service and have been employed in the public service for one or more periods totaling at least 10 years.**

## **NEW 6.7 Selection of Employees for Retention or Layoff**

**6.7.1 When some but not all employees at the same group and level in a work unit are to be retained, the employer will use a process of selection of employees for retention and layoff based on seniority.**

**6.7.2 The employer shall meet its legislated employment equity obligations.**

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

### **Preamble**

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

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

### **7.1 Definitions**

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

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

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

## **7.2 General**

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

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

- a. the program being considered for ADI;
- b. the reason for the ADI;
- and
- c. the type of approach anticipated for the initiative.

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

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

### **1. Commercialization**

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

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

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

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

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

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

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

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

a. Type 1, full continuity

Type 1 arrangements meet all of the following criteria:

\*\*

- i. legislated successor rights apply; specific conditions for successor rights applications will be determined by the labour legislation governing the new employer;
- ii. the *Directive on Terms and Conditions of Employment*, the terms of the collective agreement referred to therein and/or the applicable compensation plan will continue to apply to unrepresented and excluded employees until modified by the new employer or by the Federal Public Sector Labour Relations and Employment Board (FPSLREB) pursuant to a successor rights application;
- iii. recognition of continuous employment, as defined in the *Directive on Terms and Conditions of Employment*, for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights;
- iv. pension arrangements according to the Statement of Pension Principles set out in Annex A or, in cases where the test of reasonableness set out in that Statement is not met, payment of a lump sum to employees pursuant to 7.7.3;
- v. transitional employment guarantee: a two (2) year minimum employment guarantee with the new employer;
- vi. coverage in each of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
- vii. short-term disability bridging: recognition of the employee's earned but unused sick leave credits up to the maximum of the new employer's LTDI waiting period.

b. Type 2, substantial continuity

Type 2 arrangements meet all of the following criteria:



- i. the average new hourly salary offered by the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty-five per cent (85%) or greater of the group's current federal hourly remuneration (= pay + equal pay adjustments + supervisory differential) when the hours of work are the same;
  - ii. the average annual salary of the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty-five per cent (85%) or greater of federal annual remuneration (= per cent or greater of federal annual remuneration (= pay + equal pay adjustments + supervisory differential) when the hours of work are different;
  - iii. pension arrangements according to the Statement of Pension Principles as set out in Annex A or, in cases where the test of reasonableness set out in that Statement is not met, payment of a lump sum to employees pursuant to 7.7.3;
  - iv. transitional employment guarantee: employment tenure equivalent to that of the permanent workforce in receiving organizations or a two (2) year minimum employment guarantee;
  - v. coverage in each area of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
  - vi. short-term disability arrangement.
- c. Type 3, lesser continuity  
A Type 3 arrangement is any alternative delivery initiative that does not meet the criteria applying in Type 1 and Type 2 transitional employment arrangements.

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

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

### **7.3 Responsibilities**

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

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

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

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

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

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

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

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

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

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

## **7.6 Application of other provisions of the appendix**

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

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

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

**7.7.2** In the case of individuals who accept an offer of employment from the new employer in the case of a Type 2 arrangement and whose new hourly or annual salary falls below eighty per cent

(80%) of their former federal hourly or annual remuneration, departments or organizations will pay an additional six (6) months of salary top-up allowance for a total of twenty-four (24) months under this section and 7.7.1. The salary top-up allowance equivalent to the difference between the remuneration applicable to their core public administration position and the salary applicable to their position with the new employer will be paid as a lump sum, payable on the day on which the departmental or organizational work or function is transferred to the new employer.

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

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

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

## **7.8 Reimbursement**

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

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

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

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

**7.9.2** Notwithstanding the provisions of this agreement concerning severance pay, an employee who accepts a reasonable job offer pursuant to this Part will not be paid severance pay where successor rights apply and/or, in the case of a Type 2 transitional employment arrangement, when the new employer recognizes the employee's years of continuous employment in the public service for severance pay purposes and provides severance pay entitlements similar to the employee's severance pay entitlements at the time of the transfer.

However, an employee who has a severance termination benefit entitlement under the terms of Article 63.05(b) or (c) of Appendix L shall be paid this entitlement at the time of transfer.

### **7.9.3 Where:**

- a. the conditions set out in 7.9.2 are not met,
- b. the severance provisions of this agreement are extracted from this agreement prior to the date of transfer to another non-federal public sector employer,
- c. the employment of an employee is terminated pursuant to the terms of 7.5.1,  
or
- d. the employment of an employee who accepts a job offer from the new employer in a Type 3 transitional employment arrangement is terminated on the transfer of the function to the new employer,

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

## Annex A: statement of pension principles

1. The new employer will have in place, or His Majesty in right of Canada will require the new employer to put in place, reasonable pension arrangements for transferring employees. The test of “reasonableness” will be that the actuarial value (cost) of the new employer pension arrangements will be at least ~~six decimal five per cent (6.5%)~~ **nine decimal seventeen per cent (9.17%)** of pensionable payroll, which in the case of defined-benefit pension plans will be as determined by the assessment methodology dated October 7, 1997, developed by Towers Perrin for the Treasury Board. This assessment methodology will apply for the duration of this agreement. Where there is no reasonable pension arrangement in place on the transfer date or no written undertaking by the new employer to put such reasonable pension arrangement in place effective on the transfer date, subject to the approval of Parliament and a written undertaking by the new employer to pay the employer costs, *Public Service Superannuation Act* coverage could be provided during a transitional period of up to a year.
2. Benefits in respect of service accrued to the point of transfer are to be fully protected.
3. His Majesty in right of Canada will seek portability arrangements between the Public Service Superannuation Plan and the pension plan of the new employer where a portability arrangement does not yet exist. Furthermore, His Majesty in right of Canada will seek authority to permit employees the option of counting their service with the new employer for vesting and benefit thresholds under the *Public Service Superannuation Act*.

## **Annex B**

<b>Years of service in the public service</b>	<b>Transition Support Measure (TSM) (payment in weeks' pay)</b>
0	10
1	22
2	24
3	26
4	28
5	30
6	32
7	34
8	36
9	38
10	40
11	42
12	44
13	46
14	48
15	50
16	52
17	52
18	52
19	52
20	52
21	52
22	52
23	52
24	52
25	52
26	52
27	52
28	52
29	52
30	49
31	46
32	43
33	40
34	37

*Without prejudice / subject to omissions and modifications*

<b>Years of service in the public service</b>	<b>Transition Support Measure (TSM) (payment in weeks' pay)</b>
35	34
36	31
37	28
38	25
39	22
40	19
41	16
42	13
43	10
44	07
45	04

For indeterminate seasonal and part-time employees, the transition support measure will be pro-rated in the same manner as severance pay under the terms of this agreement.

Severance pay provisions of this agreement are in addition to the transition support measure.

**Annex C: role of Public Service Commission in administering surplus and layoff priority entitlements**

1. The Public Service Commission will refer surplus employees and laid-off persons to positions, in all departments, organizations and agencies governed by the *Public Service Employment Act*, for which they are potentially qualified for the essential qualifications, unless the individuals have advised the Public Service Commission and their home departments or organizations in writing that they are not available for appointment. The Public Service Commission will further ensure that entitlements are respected and that priority persons are fairly and properly assessed.
2. The Public Service Commission, acting in accordance with the *Privacy Act*, will provide the Treasury Board Secretariat with information related to the administration of priority entitlements which may reflect on departments' or organizations' and agencies' level of compliance with this appendix.
3. The Public Service Commission will provide surplus and laid-off persons with information on their priority entitlements.
4. The Public Service Commission will, in accordance with the *Privacy Act*, provide information to the Alliance on the numbers and status of their members who are in the Priority Information Management System and, on a service-wide basis.
5. The Public Service Commission will ensure that a reinstatement priority is given to all employees who are appointed to a position at a lower level.
6. The Public Service Commission will, in accordance with the *Privacy Act*, provide information to the Employer, departments or organizations and/or the Alliance on referrals of surplus employees and laid-off persons in order to ensure that the priority entitlements are respected.

Public Service Commission "Guide to the Priority Information Management System."