



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) SPRING 2025**

**UNION MASTER DOCUMENT  
V4**

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.~~

*Without prejudice / subject to omissions and modifications*

## **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**

## ARTICLE 2 INTERPRETATION AND DEFINITIONS

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### RESERVE

#### 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 employees, **including, but not limited to, employees elected as officials of the Alliance**, as representatives.

**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.***

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**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.

**17.035** 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**

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 ~~eight~~ **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> 5<sup>th</sup>)** 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 ~~eighth~~ **fifth (8-5<sup>th</sup>)** 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> 5<sup>th</sup>)** 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 (16<sup>th</sup>) anniversary of service occurs;~~
- ~~f. fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17<sup>th</sup>) anniversary of service occurs;~~
- g. fifteen decimal six two five (15.625) hours commencing with the month in which the employee's ~~eighteenth (18<sup>th</sup>)~~ **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 (27<sup>th</sup>) anniversary of service occurs;~~
- i. eighteen decimal seven five (18.75) hours commencing with the month in which the employee's ~~twenty-eighth (28<sup>th</sup>)~~ **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** ~~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**

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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**RESERVE**

**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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**RESERVE**

**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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**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**

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 disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

**17.07 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.**

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.**

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**ARTICLE 38  
PART-TIME EMPLOYEES**

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**RESERVE**

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

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**ARTICLE 41  
termination or transfer of operations**

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**RESERVE**

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

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**RESERVE**

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

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**RESERVE**



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

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**RESERVE**

**Article 46  
pedagogical break**

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**RESERVE**

**ARTICLE 48  
OVERTIME & OTHER RELEVANT ARTICLES**

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**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**

**RESERVE**

#### **ARTICLE 63 DURATION**

**RESERVE**

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

**RESERVE**

#### **NEW ARTICLE OPERATIONAL REQUIREMENTS**

**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**

**RESERVE**

**NEW ARTICLE  
PENSIONABLE ALLOWANCES**

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**RESERVE**

**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**

**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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**RESERVE**

## **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).

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

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**RESERVE**

### **PART III APPENDICES**

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

- APPENDIX H - MEMORANDUM OF UNDERSTANDING WITH RESPECT TO A JOINT LEARNING PROGRAM
- 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
- APPENDIX L - MEMORANDUM OF AGREEMENT WITH RESPECT TO IMPLEMENTATION OF UNION LEAVE
- APPENDIX O - MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO MENTAL HEALTH IN THE WORKPLACE

### **APPENDIX B WORKFORCE ADJUSTMENT**

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**The Union reserves the right to make proposals at a later date including but not limited to equitable seniority, relocation, retraining and remote work.**

**Area for bargaining improvements:**

- 1) **To better address emerging or current workforce adjustment situations, expand the responsibilities of the Treasury Board Secretariat to include the establishment of a national joint workforce adjustment committee**
- 2) **Reduce instances of involuntary relocation**
- 3) **Maximize employment opportunities by way of teleworking**
- 4) **Add Selection of Employees for Retention or Layoff (SERLO) process to collective agreement and redefine to include equitable seniority for determining layoffs**
- 5) **Remove references to 'contracting out' in the Appendix to align with amendments to the job security article.**
- 6) **To heighten awareness and access to WFA-related entitlements, add a reference to the waiver of reduction in an employee's pension benefit due to early retirement for "opting employees" who terminate their employment due to Workforce Adjustment.**

**Appendix “K”**

**Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada With Respect to Implementation of the Collective Agreement**

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**RESERVE**

**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**