



Parks
Canada

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**PARKS CANADA AGENCY INITIAL NON-MONETARY PROPOSALS
BOOK 1**

**IN THE CONTEXT OF NEGOTIATIONS FOR THE RENEWAL
OF THE COLLECTIVE AGREEMENT BETWEEN PARKS CANADA AGENCY AND THE PUBLIC SERVICE
ALLIANCE OF CANADA
WHICH EXPIRED ON AUGUST 4, 2025**

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INTRODUCTION

With consideration to the Government of Canada's focus on the efficient and effective use of resources, Parks Canada's negotiation objectives for this round of bargaining are to:

- preserve and enhance management authorities to continue to meet operational requirements, including through technology;
- exercise fiscal responsibility;
- support pay administration simplification;
- support employment equity, diversity and inclusion; and
- address departmental operating priorities.

Parks Canada is committed to good faith negotiations towards reaching a collective agreement that is fair to employees, mindful of economic and fiscal context and reasonable for Canadians.

Without prejudice, attached are the Employer's initial non-monetary proposals for the negotiation of a single collective agreement covering employees who are members of the Public Service Alliance of Canada bargaining unit, represented by the Union of National Employees and the Union of Canadian Transportation Employees.

Parks Canada reserves the right to present other proposals in negotiations as well as counterproposals with respect to bargaining agent demands.

Parks Canada also proposes that the provisions of the agreement, which are not modified, deleted or ultimately dealt with by the parties as proposals shall be renewed with only appropriate editorial modification. Those provisions or memoranda of understanding that have expired or are set to expire upon the signing of a new collective agreement shall not be renewed, unless otherwise agreed.

Proposed changes are denoted by bold blue font (**example**) and proposed deletions are denoted by red font and strike-through (~~example~~).

Parks Canada also reserves the right to discuss monetary proposals such as rates of pay and pay notes at a later time during the negotiation process.

The proposals that will be tabled during the process of negotiations will be submitted without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

ADMINISTRATIVE CHANGES—SPELLING AND GRAMMAR CORRECTIONS

Parks Canada wish to initiate the discussion about editing amendments.

The parties would also reserve the right to propose additional editorial changes for discussion throughout the collective bargaining round.

Placeholder—Parks Canada would like to fix any spelling and grammar errors in the collective agreement.

ARTICLE 2—INTERPRETATION AND DEFINITIONS

Parks Canada intends to engage in discussions about the definition of Family (clause 2.01).

Placeholder—Parks Canada wishes to discuss proposals at a later time during the negotiation process.

ARTICLE 2—INTERPRETATION AND DEFINITIONS

Parks Canada would like to discuss updates and amendments to the “continuous employment” definition in Article 2: Interpretation and definitions.

“continuous employment” has the same meaning as specified in the **Directive on** Terms and Conditions of Employment **Policy** of the Agency ~~on the date of signing of this agreement~~ (emploi continu),

This proposal is to ensure alignment with the current definition in the Directive on Terms and Conditions of Employment for Parks Canada, effective June 1, 2024.

ARTICLE 6—AGENCY POLICIES

Parks Canada wishes to discuss this above-mentioned article.

Placeholder - Parks Canada intends to update this article following the commitment made in Appendix N of the collective agreement concerning the possibility of joining the NJC and the conclusion of the sub-committee's evaluation.

ARTICLE 7—DENTAL CARE PLAN

Parks Canada intend to engage in discussions about the Article concerning the Dental Care Plan.

Placeholder—Parks Canada wishes to discuss proposals at a later time during the negotiation process.

ARTICLE 13—LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

Parks Canada would like to discuss removing clause 13.15 and consequently Appendix Q.

~~13.15 For administrative purposes only, the Agency will continue to pay the employee who has been granted leave under the articles 13.02, 13.09, 13.10, 13.12 and 13.13. The Alliance will reimburse the Agency for the salary and benefit costs of the employee during the period of approved leave, within sixty (60) days of receiving the request for payment from the Agency according to the terms established by the joint agreement.~~

+

~~APPENDIX "Q"~~
~~MEMORANDUM OF UNDERSTANDING~~
~~BETWEEN~~
~~THE PARKS CANADA AGENCY~~
~~(HEREINAFTER CALLED THE AGENCY)~~
~~AND~~
~~THE PUBLIC SERVICE ALLIANCE OF CANADA~~
~~(HEREINAFTER CALLED THE PSAC)~~
~~IN RESPECT TO THE IMPLEMENTATION~~
~~OF A RECOVERY SYSTEM FOR LEAVE FOR UNION BUSINESS~~

~~This memorandum is to give effect to an agreement reached between the Agency and the PSAC to implement a system of cost recovery for leave for union business.~~

~~The elements of the system are as follows:~~

- ~~• Recoverable paid leave for union business for periods of up to 3 months of continuous leave per year;~~
- ~~• Cost recovery will be based on actual salary costs during the leave period, to which a percentage of salary, agreed to by the parties, will be added;~~
- ~~• The Agency will pay for all administration costs associated with the operation of this system.~~

~~The surcharge will be based on average expected costs incurred by the Agency for payroll taxes, pensions and supplementary benefits during the operation of the program as described above, calculated according to generally accepted practices.~~

~~Notwithstanding anything else in this agreement, and as an overarching principle, it will not include costs for benefits that would otherwise be paid by the Agency during an equivalent period of leave without pay. The consequences of the implementation of clause 13.15 will be cost neutral for the Agency in terms of compensation costs, and will confer neither a substantial financial benefit, nor a substantially increased cost on the Agency.~~

~~A joint committee consisting of an equal number of PSAC and Agency representatives will be struck to resolve matters related to the implementation of this new program, including, but not limited to, invoices, accounting and the manner of the transaction.~~

~~The Joint Committee's principal work will relate to:~~

- ~~• Determining an appropriate surcharge in recognition of the considerations identified in this document;~~

- ~~Establishing processes and the Agency's reporting requirements;~~
and
- ~~Other considerations associated with implementation.~~

~~234 If agreement cannot be reached on recovering costs against union remittances, the Joint Committee will consider alternate means of cost recovery. The Joint Committee will be struck and convened within sixty (60) days of the signing of a new collective agreement. Work will be completed within the following four (4) months, with implementation to be completed by the earliest feasible date as determined by the committee. In the event that the parties do not reach an agreement, the parties may seek the services of a mediator. Necessary consequential changes will be made to Article 13, effective August 1, 2018. The deadline for completion of work and implementation of this system may be extended by mutual consent of both parties to this agreement. Signed at Ottawa, this 31 day of the month of May 2018.~~

Renumber Appendix accordingly

The introduction of this clause and this MOU coincided with the arrival of Phoenix and is now obsolete. As the intention of this leave is without pay, the Employer proposes to process these requests as it is, which will reduce the administrative work involved.

ARTICLE 15—DISCIPLINE

Parks Canada would like to amend the provisions of clause 15.05 to uphold its intent.

15.05 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, **exclusive of periods of leave without pay and seasonal layoff**, provided that no further disciplinary action has been recorded during this period.

Given the prevalence of seasonal employment within Parks Canada, the objective of this discussion is to uphold the intent of clause 15.05 in relation to the seasonal workforce and retention period of disciplinary actions and add to this exemption any period of leave without pay from the calculation of the two (2) years for which disciplinary action must remain on an employee's file.

ARTICLE 16—GRIEVANCE PROCEDURE

Parks Canada seeks to discuss response times and the addition of deadline extensions applicable to the grievance resolution process set out in article 16.

16.06 Time limits

- a. An employee may present a grievance at the first step not later than the twenty-fifth (25th) day after the date on which he or she first becomes aware of the action or circumstances giving rise to the grievance.
- b. The Agency shall reply to an employee's grievance at the first step within **twenty (20)** ~~fifteen (15)~~ days after the date the grievance is presented. Where such decision or settlement is not satisfactory to the employee, or the Agency does not reply within the time frame specified in this Article, he or she may, within ten (10) days, submit a grievance at the final step.
- c. The Agency shall reply to an employee's grievance at the final step within thirty (30) days after the date the grievance is presented at that step.
- d. An employee who fails to present a grievance to the final step within the prescribed time limits shall be deemed to have abandoned the grievance, unless the employee was unable to comply with the prescribed time limits due to circumstances beyond his or her control.

16.07 The time limits stipulated in this procedure may be extended in writing by mutual agreement between the Employer and the grievor and, where appropriate the Alliance representative.

Renumber accordingly

Parks Canada's objective is to obtain a reasonable period of time that will allow for a sound response to grievances, but also allow for flexibility, by mutual agreement, within the time limits set out in the grievance process.

ARTICLE 16—GRIEVANCE PROCEDURE

Parks Canada wishes to initiate discussions on this article.

Placeholder – Parks Canada’s objective is to ensure consistency with potential other amendments proposed to provisions of Article 6 of the Parks Canada Collective agreement and to clarify recourse procedures.

ARTICLE 17—NO DISCRIMINATION AND SEXUAL HARASSMENT

Parks Canada would like to discuss a proposal to amend the definition presently within Article 17.

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

Parks Canada's objective is to update the list of grounds for discrimination as updated in the Canadian Human Rights Act Section 3 (1).

ARTICLE 21—TECHNOLOGICAL CHANGE

Parks Canada would like to discuss clause 21.04.

21.04 The Agency agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than ~~one hundred and eighty (180) days~~ **thirty (30) days** written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

Parks Canada's objective is, since technological changes are occurring more rapidly, to allow flexibility under this article by decreasing the required notice.

ARTICLE 22—HOURS OF WORK

Parks Canada would like to initiate a discussion to consider modifying the timeframe for establishing a “day” under Article 22.

22.01 For the purposes of this article:

- a. “day” means a twenty-four (24) hour period commencing at ~~00:01~~ 00:00 hours;
- b. “week” means a period of seven (7) consecutive days beginning at ~~00:01~~ 00:00 hours Monday morning and ending at 24:00 hours the following Sunday night.
- c. The normal hours of work per week which shall be performed by employees shall be as indicated by the letter Code under the column headed Hours of Work Code in Appendix “B”. The Code letters shall denote the following normal weekly hours of work:

Letter Code	Normal Weekly Hours of Work
X	37.5
Y	40

The objective is to align with similar provisions in comparable collective agreements in the Core Public Administration.

ARTICLE 22—HOURS OF WORK

Parks Canada is proposing amendments to clause 22.07 regarding variable work schedules.

22.07

a) Notwithstanding the provisions of this article, upon **mutual agreement of the employee and the Employer** ~~request of an employee and the concurrence of the Agency,~~ an employee may complete her/his weekly hours of employment in a period other than five (5) full days provided that over a period of up to twenty-eight (28) calendar days the employee works an average of thirty-seven decimal five (37.5) or forty (40) hours (in accordance with the Hours of Work Code) per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Agency.

b) In every twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.

c) Employees covered by this clause shall be subject to the variable hours of work provisions established in clauses 22.11 to 22.15.

The purpose of this proposal is to clarify what this clause relates to and to ensure mutual understanding between the parties.

ARTICLE 22—HOURS OF WORK

Parks Canada would like to discuss clause 22.09.

22.09 If an employee is given less than ~~seven (7) days~~ **forty-eight (48) hours'** advance notice of a change in his/her shift schedule, the employee will receive a premium rate of time and one-half (1 ½) for work performed on the first shift changed. Subsequent shifts worked on the new schedule shall be paid for at straight time. Such employee shall retain her/his previously scheduled days of rest next following the change or if worked, such days of rest shall be compensated in accordance with the overtime provisions of this collective agreement.

The objective of this proposal is to provide the employer more operational flexibility and allow for cost savings in high rates of premium pay for short notice shift changes.

ARTICLE 22—HOURS OF WORK

TERMS AND CONDITIONS GOVERNING THE ADMINISTRATION OF VARIABLE HOURS OF WORK SCHEDULE

Parks Canada proposes a change to the Terms and Conditions Governing the Administration of Variable Hours of Work Schedule.

22.14 (...)

~~g) Overtime~~

~~Overtime shall be compensated for all work performed on regular working days or on days of rest at time and three quarter (1 3/4).~~

The objective of this proposal is to standardize overtime pay.

ARTICLE 23—SHIFT PREMIUMS

Parks Canada would like to discuss amendments to Article 23.

Excluded Provisions

This article does not apply to employees on day work, covered by clauses 22.05 to 22.07 and to employees classified in SC group.

23.01 Shift Premium

An employee working on shifts will receive a shift premium of two dollars and twenty-five cents (\$2.25) per hour for all **regularly scheduled** hours worked, ~~including overtime hours,~~ between 5:00 p.m. and 6:00 a.m. The shift premium will not be paid for hours worked between 6:00 a.m. and 5:00 p.m.

**

23.02 Weekend Premium

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

ARTICLE 24—OVERTIME

Parks Canada would like to discuss the addition of a preface to article 24 on overtime.

24.01 Compensation under this article shall not be paid for overtime worked by an employee at courses, training sessions, conferences, and seminars unless the employee is required to attend by the Employer.

Renumber accordingly

The objective of this discussion is to ensure that attendance at training activities is not denied for reasons of additional costs to the Employer.

ARTICLE 24—OVERTIME

Parks Canada would like to discuss a proposed addition to clause 24.01.

24.01 Each fifteen (15) minute period of overtime shall be compensated for at the following rates:

(a) time and one-half (1 1/2) except as provided for in clause 24.01(b);

(b) double (2) time for each hour of overtime worked after fifteen (15) or sixteen (16) hours of work (in accordance with the Hours of Work Code) in any twenty-four (24) hour period or after seven decimal five (7.5) or eight (8) hours work (in accordance with the Hours of Work Code) on the employee's first (1st) day of rest, and for all hours worked on the second or subsequent day of rest **provided that the employee also worked on the first day of rest**. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest, which may, however, be separated by a designated paid holiday;

(c) where an employee is entitled to double (2) time in accordance with (b) above and has worked a period of overtime equal to the normal daily hours of work specified in the Hours of Work Code, the employee shall continue to be compensated at double (2) time for all hours worked until he/she is given a period of rest of at least eight (8) consecutive hours.

The objective of this discussion is to clarify that the double time overtime rate on a second or subsequent day of rest is only applicable if employees are required to perform overtime on the preceding day(s) of rest.

VARIOUS ARTICLES—26 STANDBY, 25 CALL BACK AND REPORTING PAY, 27 DESIGNATED PAID HOLIDAYS,
25.03 TRANSPORTATION EXPENSES

Parks Canada wishes to discuss these provisions at a later time during the negotiation process.

Placeholder

ARTICLE 25—CALL BACK AND REPORTING PAY

Parks Canada would like to discuss the conditions surrounding the application of sub-clause 25.01(c)(i).

25.01 If an employee is called back or required to report to work:

- (a) on a designated paid holiday which is not the employee's scheduled day of work,
or
- (b) on the employee's day of rest,
or
- (c) after the employee has completed his or her work for the day and has left his or her place of work, and returns to work, the employee shall be entitled to the greater of:
 - (i) compensation equivalent to three (3) hours pay at the applicable overtime rate of pay, **which shall apply only the first time an employee performs work during an eight (8) hour period.** ~~for each call back/reporting to a maximum of eight (8) hours' compensation in an eight (8) hour period.~~
 - or
 - (ii) compensation at the applicable rate of overtime compensation for time worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.
- (d) The minimum payments referred to in 25.01(c)(i) and (c)(ii), do not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 56.05 of this agreement.

The intent of this proposal is to provide additional clarity on the application of this clause.

ARTICLE 25—CALL BACK AND REPORTING PAY (continued)

Parks Canada wishes to discuss Article 25.

Placeholder - The objective of this discussion is to update some of the provisions.

ARTICLE 26—STANDBY

Parks Canada would like to discuss clause 26.02.

26.02 An employee designated **in writing** ~~by letter or by list~~ for standby duty shall be available during his/her period of standby at a known telephone number, **email address and/or other method of communication** and be available **and capable of performing their assigned duties and** ~~to~~ return for work as quickly as possible if **contacted** ~~called~~. In designating employees for standby, the Agency will endeavour to provide for the equitable distribution of standby duties.

The objective of this discussion is to allow the employer more flexibility in the method of communicating this status and needs as required operationally, and to clarify the requirement of employees to be capable of performing their assigned duties while on standby.

ARTICLE 27—DESIGNATED PAID HOLIDAYS

Parks Canada would like to discuss with the intention to amend Article 27 to ensure that language is inclusive of both Canadian provinces and territories.

27.01 Subject to clause 27.02, the following days shall be designated paid holidays for employees:

(...)

I. one additional day in each year that, in the opinion of the Agency, is recognized to be a provincial, **territorial** or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Agency, no such additional day is recognized as a provincial, **territorial** or civic holiday, the first Monday in August.

(...)

The objective of this discussion is to ensure equal reference to Canadian provinces and territories in which Parks Canada has active employees.

ARTICLE 27—DESIGNATED PAID HOLIDAYS

Parks Canada would like to discuss an amendment to clause 27.07.

Work Performed on a Designated Holiday

27.07 Where operational requirements permit, the Agency ~~shall~~ **will endeavour** not **to** schedule an employee to work both December 25 and January 1 in the same holiday season.

The objective of this discussion is to allow for some flexibility while ensuring a firm commitment to respect the intent of this clause.

ARTICLE 28—RELIGIOUS OBSERVANCE

Parks Canada would like to discuss this article.

Placeholder—Parks Canada reserves the right to discuss at a later point of the negotiation process

ARTICLE 31—LEAVE GENERAL

Parks Canada proposes to update clause 31.03.

31.03 ~~An employee is entitled, once in each fiscal year, to be informed upon request, of the balance of his/her vacation and sick leave credits.~~ **Employees have access to view their vacation and sick leave balances through the Employer's electronic self-service system. In cases where electronic access is unavailable, such information shall be provided upon request once in each fiscal year.**

This proposal acknowledges the current day technological reality that employees can confirm their leave balances via the HR Self-Service system while allowing a means of receiving this data in the event of exceptional circumstances, wherein access is unavailable.

ARTICLE 32—VACATION LEAVE WITH PAY

Parks Canada intend to engage in discussions related to Article 32.

Placeholder: Parks Canada reserves the right to discuss this article at a later time during the negotiation.

ARTICLE 32—VACATION LEAVE WITH PAY

Parks Canada proposes to clarify sub-clause 32.11b)(i).

Carry-Over and/or Liquidation of Vacation Leave**32.11**

a) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of her/his vacation leave up to a maximum of two hundred and sixty-two decimal five (262.5) or two hundred and eighty (280) hours (in accordance with the hours of Hours of Work Code) credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and sixty two decimal five (262.5) or two hundred and eighty (280) hours (in accordance with the hours of Hours of Work Code) shall be automatically paid in cash at her/his daily rate of pay as calculated from the classification prescribed in her/his letter of offer of her/his substantive position on the last day of the vacation year.

b)

(i) Notwithstanding paragraph a), if on the date of signing of ~~this agreement~~ **the 2002 Parks Canada Collective Agreement** ~~or on the date an employee becomes subject to this agreement~~, he or she hasd more than two hundred and sixty-two decimal five (262.5) or two hundred and eighty (280) hours (in accordance with the Hours of Work Code) of unused vacation leave credits earned during previous years, this number of unused vacation leave credits shall become the employee's accumulated leave maximum;

(...)

The objective of this discussion is to uphold the maximum carry-over of vacation leave granted under 32.11a) and eliminate confusion surrounding application during each signing of a new collective agreement.

ARTICLE 34—COMPENSATORY LEAVE WITH PAY

Parks Canada proposes an adjustment to clause 34.01.

34.01

(...)

b) The Agency shall endeavour to make such cash payments ~~in the pay period following that in which the credits were earned~~ **by the sixth (6th) week after which the employee submits the request for payment.**

(...)

The objective of this discussion is to allow pay system functionality and timeframes to be taken into account when generating a payment (payment system with arrears).

VARIOUS ARTICLES—37 MATERNITY LEAVE WITHOUT PAY, 39 PARENTAL LEAVE WITHOUT PAY

Parks Canada wishes to discuss these provisions to identify opportunities to simplify and clarify the language of these articles.

Placeholder—Parks Canada wishes to discuss proposals at a later time during the negotiation process based on the recommendations of the joint committee (as per Appendix V).

VARIOUS ARTICLES—37 MATERNITY LEAVE WITHOUT PAY, 39 PARENTAL LEAVE WITHOUT PAY, 41
CAREGIVING LEAVE

Parks Canada would like to discuss the above-mentioned articles at a later date.

Placeholder

ARTICLE 39—PARENTAL LEAVE WITHOUT PAY

Parks Canada would like to discuss a need to clarify article 39.

39.03 Special Parental Allowance for Totally Disabled Employees

a) An employee who:

(i)(...)

(ii) has satisfied all of the other eligibility criteria specified in paragraph 39.02 a), other than those specified in sections A and B of subparagraph 39.02 a) (iii), shall be paid, in respect of each week of benefits under the **standard** parental allowance, **as specified under paragraphs 39.02 (c) to (k)**, not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD plan or through the Government Employees Compensation Act.

Parks Canada's objective is to clarify that the special allowance for totally disabled employees under parental leave without pay is calculated using the standard parental allowance and not the extended benefit.

ARTICLE 40—LEAVE WITHOUT PAY FOR THE CARE OF FAMILY

Parks Canada would like to discuss changes to clause 40.03.

40.03 Subject to paragraph 40.02, **at the discretion of the Employer**, an employee ~~shall~~ **may** be granted leave without pay for the Care of Family in accordance with the following conditions;

a) an employee shall notify the Agency in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;

b) leave granted under this article shall be for a minimum period of ~~three (3)~~ **twelve (12)** weeks;

c) the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the Public Service;

~~d) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.~~

d) an employee who requests leave during the summer leave period will submit their leave request on or before April 15, and on or before October 1 for the winter leave period, unless urgent and unforeseeable circumstances arise. The summer leave period is defined as between June 1 and September 30. The winter leave period is defined as between December 1 and March 31.

The objective of this discussion is to assist with operational challenges, to facilitate operational planning for the high operational seasonal periods of Parks Canada.

ARTICLE 42—LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

Parks Canada would like to discuss changes to article 42.

42.02

a) The total leave with pay which may be granted under this article shall not exceed thirty- seven decimal five (37.5) or forty (40) hours (according to the Hours of Work Code) in a fiscal year

b) For employees who work less than twenty-six (26) weeks in a fiscal year, the total entitlement shall be eighteen decimal seven five (18.75) or twenty (20) hours (in accordance with the Hours of Work Code).

42.03

(...)

h) fifteen (15) or sixteen (16) hours (according to the Hours of Work Code) out of the ~~thirty-seven decimal five (37.5) or forty (40) hours (according to the Hours of Work Code)~~ **hours** stipulated in clause 42.02 above may be used to attend appointments with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible

ARTICLE 42—LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

Parks Canada would like to clarify the grounds for granting leave under this clause.

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

a) **an employee is expected to make every reasonable effort to schedule medical or dental appointments for family members to minimize or preclude their absence from work; however, when alternate arrangements are not possible an employee shall be granted leave for a medical or dental appointment when the family member is incapable of attending the appointment by themselves, 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.~~ **An employee requesting leave under this provision must notify their supervisor of the appointment as far in advance as possible;**

(...)

ARTICLE 43—LEAVE WITHOUT PAY FOR PERSONAL NEEDS

Parks Canada would like to add a condition to Article 43.

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

(...)

d) an employee shall notify the Employer in writing as far in advance as possible but not less than eight (8) weeks in advance of the commencement date of such leave, unless, because of an urgent or unforeseeable circumstance, such notice cannot be given.

The objective of this addition is to establish a timeline to allow operational planning.

ARTICLE 44—MARRIAGE LEAVE WITH PAY

Parks Canada proposes a discussion concerning Article 44.

Placeholder - Parks Canada reserves the right to postpone this discussion until later in the collective bargaining process.

ARTICLE 45—LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE

Parks Canada would like to discuss the following article.

45.01

a) At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.

b) An employee shall notify the employer in writing as far in advance as possible but not less than eight (8) weeks in advance of the commencement date of such leave, unless, because of an urgent or unforeseeable circumstance, such notice cannot be given.

The objective of this discussion is to establish a timeline to allow operational planning.

ARTICLE 50—LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

Parks Canada would like to discuss Article 50.

Placeholder: Parks Canada wishes to discuss proposals at a later time during the negotiation process.

ARTICLE 53—STATEMENT OF DUTIES

Parks Canada would like to discuss the addition of a detail to article 53.

53.01 Upon written request, an employee shall be provided with an **official ~~complete and current~~** statement of the duties and responsibilities of his/her position, including the classification level and, where applicable, the point rating allotted by factor to his/her position, and an organization chart depicting the position's place in the organization.

Parks Canada's objective is to clarify that the Parks Canada's obligation is to provide its employees with a copy of their official statement of duties, as approved by Parks Canada.

ARTICLE 55—EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

Parks Canada would like to propose an addition to clause 55.03 for consideration.

55.03 Upon written request of an employee, the personnel file of that employee shall be made available once per year for his/her examination in the presence of an authorized representative of the Agency.
For the purpose of satisfying this clause, the information can be made available electronically.

The objective of this proposal is to ensure efficiency and flexibility in the means of accessing documents made possible by technology.

ARTICLE 57—MEMBERSHIP FEES

Parks Canada would like to discuss article 57.

57.01 The Agency shall reimburse an employee for membership, registration, licensing or certification fees to an organization, governing body, or government agency when the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position.

Reimbursement under this article will not be paid for the cost of an employee's normal driver's license.

~~Full~~ Reimbursement will be paid where special classes of driver's licenses are required. **For greater clarity, the reimbursement is equal to the difference between the normal driver's license and the special class driver's license.**

(...)

The objective of this discussion is to clarify the wording under 57.01. This proposed change aligns with the practice of Parks Canada since the introduction of this article. This change will clarify the language.

ARTICLE 61—PAY ADMINISTRATION

Parks Canada would like to discuss about an update to sub-clause 61.03b)(vi).

61.03

a) (...)

b) Where the rates of pay set forth in Appendix “A” have an effective date prior to the date of signing of this agreement, the following shall apply:

(...)

(vi) no payment or no notification shall be made pursuant to paragraph 61.03 b) for **two dollars (\$2) ~~one dollar~~** or less.

The objective of this discussion is to increase the minimum amount that may be subject to payment or notification, considering the administrative cost of such actions.

ARTICLE 61—PAY ADMINISTRATION

Parks Canada would like to eliminate the Pay Administration clause 61.08.

DELETION OF THIS CLAUSE

~~61.08 When the regular pay day for an employee falls on her/his day of rest, every effort shall be made to issue her/his cheque on her/his last working day, provided it is available at her/his regular place of work.~~

+

Renumber accordingly

This clause is no longer required, nor relevant given payments are made by direct deposit by the Public Service Pay Centre.

ARTICLE 64—DURATION

Parks Canada would like to discuss this article.

Placeholder—Parks Canada reserves the right to discuss at a later point of the negotiation process.

ARTICLE 64—DURATION & APPENDIX “J” MEMORANDUM OF UNDERSTANDING BETWEEN PARKS
CANADA AGENCY AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO THE
IMPLEMENTATION OF THE COLLECTIVE AGREEMENT

Parks Canada would like to discuss this Appendix which could have an impact on Article 64.

Placeholder—Parks Canada wishes to discuss proposals at a later time during the negotiation process.

APPENDIX "A"—ANNUAL RATES OF PAY AND PAY NOTES

Parks Canada would like to discuss the above-noted Appendix.

Placeholder—Parks Canada reserves the right to discuss financial/monetary proposals at a later time during the negotiation process.

APPENDIX “E” —SPECIAL CONDITIONS APPLICABLE TO CANAL OPERATING EMPLOYEES

Parks Canada would like to discuss clarification to some provisions of the above-noted Appendix.

Placeholder - Parks Canada reserves the right to postpone this discussion until later in the collective bargaining process.

APPENDIX "G" —MEMORANDUM OF UNDERSTANDING BETWEEN THE PARKS CANADA AGENCY
(HEREINAFTER CALLED THE AGENCY) AND THE PUBLIC SERVICE ALLIANCE OF CANADA (HEREINAFTER
CALLED THE ALLIANCE) IN RESPECT OF THE ALLOWANCE FOR THE GT—GENERAL TECHNICAL GROUP
WORKING AS LAW ENFORCEMENT OFFICERS

Parks Canada wishes to discuss the content of this appendix above mentioned.

Placeholder - Parks Canada's objective is to bring clarifications to this appendix.

APPENDIX "K"—WORK FORCE ADJUSTMENT

Parks Canada intend to engage in discussions on workforce adjustment provisions.

Placeholder—Parks Canada reserves the right to discuss proposals at a later time during the negotiation process.

APPENDIX "N" —MEMORANDUM OF UNDERSTANDING BETWEEN THE PARKS CANADA AGENCY
(HEREINAFTER CALLED THE AGENCY) AND THE PUBLIC SERVICE ALLIANCE OF CANADA (HEREINAFTER
CALLED THE PSAC) WITH RESPECT TO THE NATIONAL JOINT COUNCIL

Parks Canada is seeking a discussion about this above-mentioned Appendix.

Placeholder - The objective is to ensure that the collective agreement is streamlined where possible.

VARIOUS APPENDICES—APPENDIX “O”, APPENDIX “R”, APPENDIX “U”, APPENDIX “W”

Parks Canada is seeking the removal of obsolete appendices.

~~Appendix O “Letter of agreement—Student employment”~~

~~Appendix R “Memorandum of understanding—structure review and classification reform of the ES and SI groups”~~

~~Appendix U “Memorandum of understanding—Joint Learning Program”~~

~~Appendix W “Memorandum of understanding—employment equity, diversity and inclusion training and informal conflict management systems”~~

+ Renumber Appendices accordingly

The objective of Parks Canada is to completely remove appendices that are no longer relevant or applicable from the Collective Agreement.

APPENDIX “V” — MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN PARKS CANADA AGENCY (HEREINAFTER CALLED THE AGENCY) AND THE PUBLIC SERVICE ALLIANCE OF CANADA (HEREINAFTER CALLED THE PSAC) - WITH RESPECT TO MATERNITY AND PARENTAL LEAVE WITHOUT PAY

Parks Canada intend to engage in discussions related to the MOU from the above-mentioned appendix.

Placeholder - Parks Canada reserves the right to discuss about this MOU at a later time during the negotiation process based on the outcome of the exercise of joint committee regarding the review of language under the maternity leave without pay and parental leave without pay in this collective agreement. Any amendments could also have an impact on Articles 37 and 39, thereby necessitating adjustments to those articles.

OTHER

Placeholder - Parks Canada would like to discuss Fire operations throughout the round of collective bargaining.