



TREASURY BOARD NEGOTIATIONS 2025

Program and Administrative Services (PA)

June 11, 2025

PART I

BARGAINING PROPOSALS

This document represents bargaining proposals of the Public Service Alliance of Canada for this round of negotiations for the Program and Administrative Services (PA) Group. These proposals are being submitted without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

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

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

Where the word RESERVE appears, it means that the Union reserves the right to make proposals at a later date. 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 or memorandum of understanding, that clause or article or memorandum shall be renewed.

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

RESERVE: Housekeeping/editorial changes including but not limited to:

- **gender inclusive language**

ARTICLE 2
INTERPRETATION AND DEFINITIONS

RESERVE

ARTICLE 10 INFORMATION

10.01 The Employer agrees to supply ~~collect and share with~~ 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:**
 - a. Effective date**
 - b. Job title**
 - c. Job Classification**
 - d. Employment Status**
 - e. Department**
 - f. Sub-Department**
 - g. Physical location associated with the position – civic address of specific building, office, or location of work.**
 - h. Personal phone number**
 - i. Personal home address**
 - j. Personal email address**

10.02 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.

~~10.02~~ **10.03** 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 13

EMPLOYEE REPRESENTATIVES

The Union reserve the right to table further proposals under Article 13.

13.01 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.

13.02 The Alliance and the Employer shall endeavour in consultation to determine the jurisdiction of each representative, having regard to the plan of 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.

13.03 The Alliance shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 13.02.

13.04

- a. A representative shall ~~obtain~~ **be granted** 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).

13.05 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 14

LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

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.

ARTICLE 17

DISCIPLINE

The Union reserve the right to table further proposals under Article 17.

17.01 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.

17.02 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.

17.03 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.

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

17.045 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.

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

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 19

NO DISCRIMINATION

19.01 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, 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 which a pardon has been granted.

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

~~19.02~~ **19.03** 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.

~~19.03~~ **19.04** 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.

19.05 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.

19.06 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).

19.07 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.

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

~~19.04~~ **19.09** 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.

19.10 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

19.11 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 20

SEXUAL HARASSMENT AND ABUSE OF AUTHORITY

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

20.02

Definitions:

- a) **Harassment, violence or bullying includes any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause 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 uses the power and authority inherent in their position or occupation, and/or influence to threaten, endanger an employee's job, potentially undermine the employee ability to perform that job, threaten the economic livelihood of that employee or in any way interfere with or influence the career reputation or dignity of the employee. It may include intimidation, removal of resources, unfair or abusive control of resources and/or information, removal of meaningful valued work and/or making an individual redundant, threats, loss of dignity, blackmail or coercion.**

20.03 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

20.024 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.

20.03~~5~~ By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with **violence, harassment, or** sexual harassment. The selection of the mediator will be by mutual agreement.

Regulatory Process

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

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

20.08 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.

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

Investigations, General provisions

20.10 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).

20.11

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.

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

~~20.04~~ 20.13

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.**

Training

20.14 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 23 JOB SECURITY

The Union reserve the right to table further proposals under Article 23.

23.01 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.~~

~~23.02 Through Labour Management Consultation Committees, or through another forum as agreed upon by both parties, departmental and Alliance representatives shall meet to discuss and exchange on issues associated with contracting out, such as but not limited to, the influence on working conditions, complexity of tasks, information on contractors in the workplace, future resource and service requirements, skills inventories, knowledge transfer, position vacancies, workload, and managed services.~~

~~23.03 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.~~

23.02 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.

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

23.04 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.

23.05 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 24

TECHNOLOGICAL CHANGE

24.03 Both parties recognize the ~~overall~~ **potential** advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. **Technological change as defined by Article 24.02 shall be used to augment, not replace, the work performed by employees.**

The Union reserve the right to table further proposals including but not limited to Articles 24 and 59 as well as new proposals on the use of Artificial Intelligence and surveillance in the workplace:

Employee privacy and data security

- Surveillance not to be used to monitor performance/productivity.
- Employees have a fundamental right to privacy.
- Employees have a right to know what is tracked, access data.
- No discriminatory data collection, use
- Data security
- Disclosure to Union of current/planned surveillance (why, what, how), consultation on potential impacts on privacy, working conditions.

The digital workplace: introduction of artificial intelligence

- Artificial Intelligence shall not be used in an employee's performance review
- Impact of AI/Emerging Tech (roles, career paths, responsibilities, workload distribution, etc.)
- No job loss/reduction of hours etc. due to AI.
- Clear guidelines for employees on AI use and AI training.
- Paid AI training, including some mandatory training (e.g. when AI is major part of job, major changes, automatic decision making).
- Employee responsibility and input in managing their career (i.e. employees encouraged to identify specific interest in career development/training to employer).

ARTICLE 25 HOURS OF WORK

The Union reserve the right to table further proposals under Article 25.

Add the following as a preamble

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.

(...)

25.08 Flexible hours

Subject to operational requirements, an employee on day work shall have the right to select and request flexible hours between ~~7 am~~ **6 am** and 6 pm and such request shall not be unreasonably denied.

(...)

New 25.15 (*consequential renumbering required*)

An employee required by the Employer to perform mandatory overtime consistent with Article 28 shall receive a minimum of twelve (12) hours rest prior to returning to duty. Any pre-scheduled hours that fall within said twelve (12) hour rest period shall be considered hours worked.

ARTICLE 27

SHIFT AND WEEKEND PREMIUMS

Excluded provisions

This article does not apply to employees on day work covered by clauses 25.06 to 25.12 inclusive.

27.01 Shift premium

An employee working shifts will receive a shift premium of ~~two dollars and twenty-five cents (\$2.25)~~ **five dollars (\$5)** per hour for all hours worked, including overtime hours, between 4 pm and 8 am. The shift premium will not be paid for hours worked between 8 am and 4 pm.

27.02 Weekend premium

- a. An employee working shifts during a weekend will receive an additional premium of ~~two dollars and twenty-five cents (\$2.25)~~ **five dollars (\$5)** per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.
- b. Where Saturday and Sunday are not recognized as the weekend at a mission abroad, the Employer may substitute two (2) other contiguous days to conform to local practice.

ARTICLE 28 OVERTIME

Excluded provisions

28.01 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.

Alternate provisions

28.02 This article does not apply to certain employees classified as ST, CR or AS (see provisions of Appendix B).

28.03 General

- a. An employee is entitled to overtime compensation under clauses 28.05 and 28.06 for each completed period of ~~fifteen (15)~~ **five (5)** minutes of overtime worked by him or her when:
 - i. the overtime work is authorized in advance by the Employer or is in accordance with standard operating instructions;
and
 - ii. the employee does not control the duration of the overtime work.
- b. Employees shall record starting and finishing times of overtime work in a form determined by the Employer.
- c. For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.
- d. Payments provided under the overtime, designated paid holidays and standby provisions of this agreement shall not be pyramided, that is, an employee shall not be compensated more than once for the same service.

(...)

28.06 Overtime compensation on a day of rest

Subject to paragraph 28.03(a):

- a. An employee who is required to work on a ~~first (1st)~~ day of rest is entitled to compensation at ~~time and one half (1 1/2) for the first (1st) seven decimal five (7.5) hours and double (2) time thereafter.~~
- b. ~~An employee who is required to work on a second (2nd) or subsequent day of rest is entitled to compensation at double (2) time (second or subsequent day of rest~~

~~means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest).~~

(...)

28.09 Meals

- a. An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed his or her expenses for one meal in the amount of ~~twelve dollars (\$12) except where free meals are provided~~ **equivalent to the lunch rate outlined in Appendix C of the National Joint Council's Travel Directive.**
- b. When an employee works overtime continuously extending ~~four (4)~~ **three (3)** hours or more beyond the period provided in paragraph (a), the employee shall be reimbursed for one additional meal in the amount of ~~twelve dollars (\$12)~~ **equivalent to the lunch rate outlined in Appendix C of the National Joint Council's Travel Directive** for each additional ~~four (4)~~ **three (3)** hour period of overtime worked thereafter ~~except where free meals are provided.~~
- c. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.
- d. Meal allowances under this clause shall not apply:
 - i. to an employee who is in travel status, which entitles the employee to claim expenses for lodging and/or meals;
 - or
 - ii. to an employee who has obtained authorization to work at the employee's residence.

ARTICLE 30

DESIGNATED PAID HOLIDAYS

(...)

30.02 Subject to clause 30.03, the following days shall be designated paid holidays for employees:

- a. New Year's Day;
- b. Good Friday;
- c. Easter Monday;
- d. the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday;
- e. National Indigenous Peoples Day;**
- f. Canada Day;
- g. Labour Day;
- h. National Day for Truth and Reconciliation;
- i. the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving
- j. Remembrance Day;
- k. Christmas Day;
- l. Boxing Day;
- m. two (2) ~~one (1)~~ additional days** in each year that, in the opinion of the Employer, is 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;
- n. one (1) additional day** when proclaimed by an act of Parliament as a national holiday.

(...)

ARTICLE 32

TRAVELLING TIME

The Union reserve the right to table further proposals under Article 32.

(...)

32.04 When an employee is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 32.05 and 32.06. Travelling time shall include time necessarily spent at each stopover en route, provided such stopover is not longer than ~~three (3)~~ **five (5)** hours.

32.05 For the purposes of clauses 32.04 and 32.06, the travelling time for which an employee shall be compensated is as follows:

- a. for travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure as determined by the Employer;
- b. for travel by private means of transportation, the normal time as determined by the Employer to proceed from the employee's place of residence or workplace, as applicable, directly to the employee's destination and, upon the employee's return, directly back to the employee's residence or workplace;
- c. In the event that an alternative time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternative arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

32.06 If an employee is required to travel as set forth in clauses 32.04 and 32.05:

When in the performance of his or her duties, an employee is required by the Employer to travel, time necessarily spent in such travel shall be considered as time worked and compensated for as follows:

- ~~a. on a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day;~~
- ~~b.~~ **a.** on a normal working day on which the employee travels and works, the employee shall be paid:
 - i. his regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours;and

- ii. at the applicable overtime rate for additional travel **and/or work** time in excess of his or her regularly scheduled hours of work and travel., ~~with a maximum payment for such additional travel time not to exceed fifteen (15) hours' pay at the straight-time rate of pay;~~
- 6. b. on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled, ~~to a maximum of fifteen (15) hours' pay at the straight-time rate of pay.~~

32.07

- a. Upon request of an employee and with the approval of the Employer, compensation at the overtime rate earned under this article may be granted in compensatory leave with pay.
- b. Compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid for at the employee's hourly rate of pay, as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position at the end of the twelve (12) month period.

32.08 Travel-status leave

- a. An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his permanent residence for ~~forty (40)~~ **ten (10)** nights during a fiscal year shall be granted seven decimal five (7.5) hours of time off with pay. The employee shall be credited seven decimal five (7.5) hours of additional time off with pay for each additional ~~twenty (20)~~ **ten (10)** nights that the employee is away from his or her permanent residence, ~~to a maximum of eighty (80) additional nights.~~
- b. The number of hours off earned under this clause ~~shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year and~~ shall accumulate as compensatory leave with pay.
- c. This leave with pay is deemed to be compensatory leave and is subject to paragraphs 28.08(c) and (d).
- d. The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars, unless the employee is required to attend by the Employer.

ARTICLE 34 VACATION LEAVE WITH PAY

(...)

Accumulation of vacation leave credits

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

- a. nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's ~~eight (8th)~~ **fifth (5th)** year of service occurs;
- b. twelve decimal five (12.5) hours commencing with the month in which the employee's ~~eight (8th)~~ **fifth (5th)** anniversary of service occurs;
- ~~c. thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;~~
- ~~d. fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;~~
- c. fifteen decimal six two five (15.625) hours commencing with the month in which the employee's ~~eighteenth (18th)~~ **tenth (10th)** anniversary of service occurs;
- ~~d. sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;~~
- e. eighteen decimal seven five (18.75) hours commencing with the month in which the employee's ~~twenty-eighth (28th)~~ **twenty-third (23rd)** anniversary of service occurs;

(...)

ARTICLE 35 SICK LEAVE WITH PAY

(...)

35.04 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)~~, **seventy dollars (\$70.00)** upon provision of acceptable proof. ~~for periods of absence of three (3) consecutive days or less.~~

(...)

ARTICLE 37
INJURY-ON-DUTY LEAVE

The Union wishes to have a discussion on this topic and reserve the right to table a proposal under Article 37.

ARTICLE 38

MATERNITY LEAVE WITHOUT PAY

The Union reserves the right to table further proposals under Article 38 including but not limited to:

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

ARTICLE 40

PARENTAL LEAVE WITHOUT PAY

The Union reserve the right to table further proposals under Article 40 including but not limited to:

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

ARTICLE 42 CAREGIVING LEAVE

42.01 An employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults shall be granted leave without pay while in receipt of or awaiting these benefits.

42.02 The leave without pay described in 42.01 shall not exceed twenty-six (26) weeks for compassionate care benefits, thirty-five (35) weeks for family caregiver benefits for children and fifteen (15) weeks for family caregiver benefits for adults, in addition to any applicable waiting period.

42.03 When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults has been accepted.

42.04 When an employee is notified that their request for Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults has been denied, clause 42.01 above ceases to apply.

42.XX Where an employee is subject to a waiting period before receiving Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults, they shall receive an allowance of ninety-three per cent (93%) of their weekly rate of pay.

42.YY For each week the employee receives Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults, they shall receive the difference between ninety-three per cent (93%) of their weekly rate and the applicable Employment Insurance (EI) benefit.

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

ARTICLE 43

VOLUNTEER PERSONAL LEAVE

Article 43: Personal leave (as of April 1st 2024)

43.01 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)~~ **twenty-two decimal five (22.5)** hours of leave with pay for reasons of a personal nature. This leave can be taken in periods of ~~seven decimal five (7.5) hours or three decimal seven five (3.75)~~ **one (1)** 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.~~

43.02 Notwithstanding clause 43.01, 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.

ARTICLE 44

LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

44.01 For the purpose of this article, family is defined as:

- a. spouse (or common-law partner resident with the employee);
 - b. children (including foster children, stepchildren or children of the spouse or common-law partner, ward of the employee), grandchild;
 - c. parents (including stepparents or foster parents);
 - d. 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;
 - e. any relative permanently residing in the employee's household or with whom the employee permanently resides;
 - f. any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee;
- or
- g. 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.

44.02 The total leave with pay which may be granted under this article shall not exceed ~~thirty-seven decimal five (37.5)~~ **seventy-five (75)** hours in a fiscal year.

44.03 Subject to clause 44.02, the Employer shall grant the employee leave with pay under the following circumstances:

- a. to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- b. to provide for the immediate and temporary care of a sick member of the employee's family and to provide the employee with time to make alternative care arrangements where the illness is of a longer duration;
- c. to provide for the immediate and temporary care of an ~~elderly~~ member of the employee's family;
- d. for needs directly related to the birth or the adoption of the employee's child;
- e. to attend school functions **related to the employee's child**, if the supervisor was notified of the functions as far in advance as possible;
- f. to provide for the employee's child in the case of an ~~unforeseeable~~ closure of the school or daycare facility;
- g. to visit a family member who, ~~due to an incurable terminal illness~~, is nearing the end of their life;
- h. ~~fifteen (15) hours out of the thirty-seven decimal five (37.5) hours stipulated in clause 44.02 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.

- i. **to attend to other matters that are reasonably considered a pressing necessity within the employee's household.**

44.045 Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 44.03 (b) 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.

44.06 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.

ARTICLE 45

LEAVE WITHOUT PAY FOR PERSONAL NEEDS

45.01 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 or parental leave without the consent of the Employer.

ARTICLE 47

BEREAVEMENT LEAVE WITH PAY

47.01. For the purpose of this article, “family” is defined per Article 2 and in addition:

- a. **any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee;**
- b. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.
~~An employee shall be entitled to bereavement leave under 47.01(a) only once during the employee's total period of employment in the public service.~~

47.02 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 regularly 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.

- a. 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.
- b. 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.

**

47.03 An employee is entitled to ~~one (1)~~ **two (2)** days' bereavement leave with pay for a 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.

47.04 If, during a period of paid leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 47.02 and 47.03, 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.

47.05 It is recognized by the parties that 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 manner different than that provided for in clauses 47.02 and 47.03.

The Union wishes to have a discussion on the definition of a day and reserve the right to table a proposal under Article 33.

ARTICLE 51

CAREER AND PROFESSIONAL DEVELOPMENT LEAVE

51.01 Career 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 career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:

- a. a course given by the Employer;
- b. a course offered by a recognized academic institution;
- c. a seminar, convention or study session in a specialized field directly related to the employee's work.

51.02 Upon written application by the employee and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in clause 51.01. The employee shall receive no compensation under Article 28 (overtime) or Article 32 (travelling time) during time spent on career development leave provided for in this article.

51.03 Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

Professional development

51.04 The parties to this agreement share a desire to improve professional standards by giving employees the opportunity, on occasion, to:

- a. participate in training, workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields;
- b. carry out research in the employee's field of specialization not specifically related to their assigned work projects when, in the opinion of the Employer, such research is needed to enable the employee to fill their present role more adequately;
- c. participate in language workshops, courses or immersion programs to improve and/or attain their language competencies;
and
- d. participate in the Joint Learning Program.

51.05 An employee shall receive professional development yearly to participate in one or more of the activities described in paragraph 51.04. The nature of the professional development, duration and time frame will be discussed between the employee and the Employer and be subject to management approval.

51.06 Subject to the Employer's approval, an employee shall receive leave with pay in order to participate in the activities described in paragraph 51.04.

51.07 An employee may apply at any time for professional development under this clause and shall not be unreasonably denied.

51.08 Employees on professional development shall be reimbursed for all reasonable travel, registration cost and other expenses incurred by them which the Employer may deem appropriate.

ARTICLE 54

DOMESTIC VIOLENCE LEAVE

54.01 Domestic violence leave

For the purpose of this article, 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 article shall not exceed ~~seventy-five (75)~~ **one hundred and fifty (150)** 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 article shall, when delivered to the Employer, be considered as meeting the requirements of this article.
- e. **g.** Notwithstanding clauses 54.01(b) and 54.01(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 55

LEAVE FOR TRADITIONAL INDIGENOUS PRACTICES

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

(...)

ARTICLE 60 CALL CENTRE EMPLOYEES

The Union reserve the right to table further proposals under Article 60.

60.XX Employees working in call centres shall be provided with a minimum of a forty-five (45) second cognitive microbreak between calls.

60.01 Employees working in call centres shall be provided five (5) consecutive minutes not on a call for each hour not interrupted by a regular break or unpaid meal break.

60.02

- a. **Upon initial hire**, ~~A~~all call centre employees shall be provided **with the opportunity to participate in** at least one (1) day of facilitated training on **coping skills**, crisis intervention, **and the ability to handle difficult calls**. ~~In addition, new employees will also receive facilitated training on coping skills upon initial hire.~~
- b. In addition, ~~A~~all call centre employees shall be provided **with the opportunity to participate in** a minimum of two (2) days of training annually on matters related to working in a call centre, such as training to reinforce coping skills, **crisis intervention, the ability to handle difficult calls and additional topics identified following consultation with the Union.**

60.03 Call monitoring is intended to improve performance by providing guidance and feedback to the employee and shall not be used for disciplinary purposes.

60.04 Coaching and development feedback resulting from call monitoring shall be provided in a timely and meaningful fashion.

ARTICLE 62
CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE

RESERVE

ARTICLE 65 PART-TIME EMPLOYEES

The Union reserves the right to table further proposals under Article 65.

(...)

65.05 Straight-time hours of work beyond those scheduled for full-time employees shall be offered in order of years of service as defined in subparagraph 34.03(a)(i) to qualified part-time employees.

65.078 A part-time employee shall not be paid for designated holidays but shall instead be paid ~~four decimal six per cent (4.6%)~~ **five decimal four per cent (5.4%)** for all straight-time hours worked.

- a. Should an additional day be proclaimed by an act of Parliament as a national holiday, as per paragraph 30.02(m), this premium will increase by zero decimal thirty-eight (0.38) percentage points.

ARTICLE 67

PAY ADMINISTRATION

(...)

67.07

- 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 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 69 DURATION

RESERVE

NEW ARTICLE

REPRODUCTIVE HEALTH SUPPORTS

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 reproductive health. 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.

XX.05 An Employee requesting to take leave under this clause shall advise the Employer of the duration, or expected duration, 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) working 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 time period of seven (7) working days, or in two (2) separate time periods to a maximum of seven (7) working days.

NEW ARTICLE TELEWORK

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 employees can request a telework agreement and that participation in telework is voluntary. 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 and XX.04. 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

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/or denied and personal contact information for each employee.

NEW ARTICLE SOCIAL JUSTICE FUND

XX.01 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

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
INDIGENOUS LANGUAGE ALLOWANCE

XX.01 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.

NEW ARTICLE
PSYCHOLOGICAL HEALTH AND SAFETY

RESERVE

**NEW ARTICLE
PAROLE OFFICER WORKLOAD**

RESERVE

APPENDIX D – WORKFORCE ADJUSTMENT

The Union reserves the right to make proposals at a later date on APPENDIX D - WORKFORCE ADJUSTMENT including but not limited to equitable seniority, relocation, retraining and telework.

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.

**NEW APPENDIX
GROUP SPECIFIC PROVISIONS APPLICABLE TO DATA COLLECTION
CLERKS (DCC)**

RESERVE

NEW APPENDIX
GROUP SPECIFIC PROVISIONS FOR RCMP CIVILIAN MEMBERS

RESERVE

NEW APPENDIX
ADAPTING WORKPLACES TO CLIMATE CHANGE

RESERVE

PART II

ECONOMIC PACKAGE

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;
- New, increased and/or expanded scope of allowances for specific occupational groups;
- Pay notes;
- Pension (two-tier and early retirement).

PART III APPENDICES

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

APPENDIX C - MEMORANDUM OF UNDERSTANDING WITH RESPECT TO A JOINT LEARNING PROGRAM

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

APPENDIX G - MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO OCCUPATIONAL GROUP STRUCTURE REVIEW AND CLASSIFICATION REFORM

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 INFORMAL CONFLICT MANAGEMENT SYSTEMS

APPENDIX J - MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD (HEREINAFTER CALLED THE EMPLOYER) AND THE PUBLIC SERVICE ALLIANCE OF CANADA (HEREINAFTER CALLED THE ALLIANCE) IN RESPECT OF THE PROGRAM AND ADMINISTRATIVE SERVICES GROUP: COMPENSATION ADVISORS RETENTION ALLOWANCE

APPENDIX K - MEMORANDUM OF AGREEMENT WITH RESPECT TO IMPLEMENTATION OF UNION LEAVE

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

APPENDIX O - MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT OF EMPLOYEES IN THE PROGRAMME ADMINISTRATION (PM) GROUP WORKING AS FISHERY OFFICERS

APPENDIX Q - MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO WELFARE PROGRAMMES (WP) GROUP WORKING AS PAROLE OFFICERS AND PAROLE OFFICER SUPERVISORS.