



PARKS CANADA NEGOTIATIONS 2025

Expiry date: August 4, 2025

BARGAINING DEMANDS

Preamble

This document represents bargaining proposals of the Public Service Alliance of Canada (PSAC) for this round of bargaining with Parks Canada. These proposals are being submitted without prejudice to any future proposed amendments and/or additions and are subject to any errors and/or omissions.

The PSAC reserves the right to add, amend, modify, and withdraw its proposals at any time during collective bargaining, to introduce counter-proposals to the Agency's demands, and to introduce new demands that might emerge from discussions at the bargaining table or from new information obtained during negotiations. The Union will not engage in concessionary bargaining. The workers covered under this agreement work proudly on behalf of Canadians. Accordingly, the Union is introducing language, and reserves the right to introduce additional language, to maintain and improve the quality and level of the public services provided to Canadians.

In this document, ~~striketroughs~~ denote proposed deletion. **Bolded** text denotes new language/editorial changes. Where the word RESERVE appears, it means that the Union reserves the right to make demands at a later date. In particular, the PSAC reserves the right to introduce a comprehensive economic proposal (including but not limited to general economic increases, market adjustments, allowances, bonuses, premiums, expenses, etc.) at an appropriate time during negotiations.

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

Where proposals are made with respect to certain clauses in an Article or in a Memorandum of Understanding, the remainder of the Article or Memorandum of Understanding is considered renewed, with consequential renumbering as required. Where neither party has a proposal on an Article or Memorandum, the entire Article or Memorandum shall be renewed.

Furthermore, in addition to any outstanding requests for information, the Union requests of the Agency disclosure of any plans for changes at the administrative or workplace level that may affect this round of negotiations and reserves the right to make additional proposals after receiving such information.

HOUSEKEEPING

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

- Editorial modifications;
- Inconsistencies;
- Translation errors;
- Gender-neutral language; and
- Other editorial or minor modifications.

DISCUSSION ITEMS

The Union wishes to engage in discussions with the Agency on the matters listed below, following which the Union may table a formal proposal related to any or all of the items.

- Call Back and Reporting Pay
- Gender-Inclusive Language
- Joint Learning Program
- National Joint Council
- National Joint Occupational Health and Safety - Mental Health
- Occupational Group Structure and Classification Review
- Student employment and volunteers
- Telework
- Term Employment
- Work Force Adjustment & Budget review

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ARTICLE 2 – INTERPRETATION AND DEFINITIONS

Amend as follows (*subsequential renumbering required*):

2.01 For the purpose of this agreement:

[...]

“family” is defined as parents (or, alternatively, stepparents or foster parents), siblings, stepsiblings, spouse (including common-law partner), children (including children of common-law partner) stepchildren, foster children or wards of the employee, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, the employee’s grandparents, aunt, uncle, niece, nephew, cousin, grandparents of the spouse, any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee, any person permanently residing in the employee’s household or with whom the employee permanently reside, or 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.

~~except where otherwise specified in the Agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, step brother, step sister, spouse (including common-law partner cohabiting with the employee), child (including child of common-law partner), stepchild, foster child or ward of the employee, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, the employee’s grandparents and relative permanently residing in the employee’s household or with whom the employee permanently resides (famille),~~

[...]

Consequential amendments through the agreement must be made pursuant to this concept being agreed upon.

The Union reserves the right to table further proposals in Article 2.

ARTICLE 3 – APPLICATION

Amend as follows:

[...]

3.04 The Agency agrees that when an employee is denied access to a provision of this agreement based on operational requirements, the Agency shall, at the time of the denial, set out in writing the specific operational requirements which are the basis for the provision not having been approved. These specific operational requirements shall be provided to the employee.

ARTICLE 6 – AGENCY POLICIES **NATIONAL JOINT COUNCIL AGREEMENTS***

**Subject to agreement on full reintegration to the NJC, the Union would agree to repurpose Appendix “N” - Memorandum of Understanding – National Joint Council without negatively affecting our members, to deal with implementation/transition.*

6.01

~~a) The following Agency policies, as existing on the date of signing of the agreement and as amended from time to time in accordance with this article, shall form part of this agreement:~~
Agreements concluded by the National Joint Council (NJC) of the public service on items which may be included in a collective agreement and which the parties to this agreement have endorsed after December 6, 1978, will form part of this agreement, subject to the *Federal Public Sector Labour Relations Act* (FPSLRA) and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any act specified in section 113(b) of the FPSLRA.

~~(i) Travel~~

~~(ii) Isolated Posts~~

~~(iii) First Aid to the Public~~

~~(iv) Bilingualism Bonus~~

~~(v) Uniforms~~

~~b) The Agency agrees to amend the above policies to match changes in rates and entitlements as may be made from time to time in respect of the similar National Joint Council (NJC) Directives:~~

6.02 The Agency will maintain the current Relocation benefit levels within the Integrated Relocation Program for the life of the program. In no circumstances will the entitlements be less than those of the NJC Relocation Directive. The NJC items which may be included in a collective agreement are those items the parties to the NJC agreements have designated as such or upon which the Chairperson of the Federal Public Sector Labour Relations and Employment Board has made a ruling pursuant to clause (c) of the NJC Memorandum of Understanding which became effective December 6, 1978.

~~6.03 The Agency further agrees that it shall maintain the current Agency policies in effect at the date of signing:~~

~~(i) Living Accommodation Allowances~~

~~(ii) Commuting Assistance~~

1. The following directives, as amended from time to time by National Joint Council recommendation, which have been approved by the Treasury Board of Canada, form part of this agreement:

- ***Bilingualism Bonus Directive***
- ***Commuting Assistance Directive***
- ***First Aid to the General Public: Allowance for Employees***
- ***Isolated Posts and Government Housing Directive***
- ***NJC Relocation Directive***
- ***Travel Directive***
- ***Uniforms Directive***

2. During the term of this agreement, other directives may be added to the above-noted list after consultation and with agreement of the Bargaining Agent.

6.04 ~~Any disagreement regarding the interpretation and administration of the aforementioned policies may be addressed through the grievance procedure contained in this collective agreement. In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council of the public service on items which may be included in a collective agreement and which the parties to this agreement have endorsed, the grievance procedure will be in accordance with section 15 of the NJC bylaws.~~

6.05 ~~The Agency, with the agreement of the Alliance, may otherwise modify the above policies.~~

ARTICLE 9 – INFORMATION

Amend as follows:

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

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

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

~~9.02~~ 9.03 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 12 – EMPLOYEE REPRESENTATIVES

Amend as follows:

12.01 The Agency acknowledges the right of the Alliance to appoint or otherwise select **its employees as** representatives.

12.02 The Alliance and the Agency 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.

12.03 The Alliance shall notify the Agency in writing of the name and jurisdiction of its representatives identified pursuant to clause 12.02.

12.04

- a. A representative shall ~~obtain~~ **be granted** the permission of his or her immediate supervisor before leaving his/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/her supervisor before resuming his/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/her work under paragraph a).

12.05 The Alliance shall have the opportunity to have an employee representative introduced to employees newly appointed to the Agency, by the most practical means available, within ~~one month of~~ **15 business days from** the employee's start date and as part of the Agency's ~~formal~~ orientation programs, where they exist, **or within 15 business days from start date where they don't exist.**

12.06 The Alliance shall provide the Agency a list of such Alliance representatives and shall advise promptly of any change made to the list.

12.07 A duly accredited representative of the Alliance may be permitted access to the Agency's premises, which includes vessels, to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Agency.

The Union reserves the right to table further proposals in Article 12.

ARTICLE 13 – LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

Amend as follows:

[...]

Meetings Between the Alliance and Management not Otherwise Specified in this Article

13.11 When operational requirements permit, the Agency will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Alliance.

Board of Directors Meetings, Executive Board Meetings, ~~and~~ Conventions, Conferences, ~~and~~ Committee Meetings and other Alliance activities

13.12 ~~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.

New

13.13 When such a request is made to an authorized manager, the Agency 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.

Training Courses for Individuals Designated by the Alliance ~~Representatives' Training Courses~~

13.14 ~~13.13~~ When operational requirements permit, the Agency 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 of the Alliance to undertake training related to the duties of a representative.~~

Component and Alliance Executive Positions

13.15 ~~13.14~~ Except where otherwise specified in this article, the Agency 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.

13.16 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.

13.17 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.

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

13.19 ~~13.15~~ For administrative purposes only, the Agency will continue to pay the employee who has been granted leave under articles 13.02, 13.09, 13.10, 13.12, and 13.13 **and 13.14**. 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.

Travel time

13.20 Leave granted under Article 13 will also include reasonable travel time.

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

ARTICLE 15 – DISCIPLINE

Amend as follows (subsequential renumbering required):

15.01 It is recognized by the Parties that discipline should normally be progressive, and the aim is that of correction. No disciplinary measure in the form of a notice of discipline, suspension or discharge or in any other form shall be imposed on any employee without just, reasonable and sufficient cause.

~~15.01~~ **15.02** When an employee is suspended from duty or terminated, the Agency undertakes to notify the employee in writing of the reason for such suspension or termination. The Agency shall endeavour to give such notification at the time of suspension or termination.

~~15.02~~ **15.03**

a) When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary, **administrative, or investigatory** hearing concerning him/her or to render a disciplinary decision concerning her/him, 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 shall be informed by the Agency that, at her/his request, the employee is entitled to have 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.** The employee shall receive a minimum of ~~two (2)~~ **five (5) working days'** notice of such a meeting. **The notice shall be accompanied by the written summary, any supporting documents and the notification of the employee's rights to a union representative.**

b) Reasonable efforts shall be made to ensure that any disciplinary investigation, administrative investigation or any other form of investigation subject to this article shall commence within twenty-five (25) working days of the incident that gave rise to the investigation and will be concluded with a decision rendered within a reasonable length of time, that should not exceed twelve (12) months.

~~15.03~~ **15.04** The Agency shall notify the local representative of the Alliance as soon as possible that such suspension or termination has occurred.

~~15.04~~ **15.05** The Agency 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.

15.06 In the case of discharge and discipline, the burden of proof of just cause shall rest with

the Agency. The evidence presented shall pertain only to the grounds stated in the letter of discipline to the employee.

~~15.05~~ **15.07** 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 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.

~~15.06~~ **15.08** When an employee and/or a union representative is required to attend disciplinary or administrative meetings or investigations with the Agency that fall outside their normal hours or during a period of seasonal layoff, they shall be compensated by the Agency as if they had reported to work.

15.09 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 Agency 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.

15.10 Any and all records of discipline shall be treated in accordance with 15.07.

15.11 Electronic surveillance shall not be used to gather evidence in support of disciplinary measures unless such disciplinary measures result from the commission of a criminal act and/or breach of security.

ARTICLE 17 – NO DISCRIMINATION, AND SEXUAL NO HARASSMENT

The Union proposes to separate current Article 17 – No Discrimination and Sexual Harassment into two articles as follows:

- Article 17 – No Discrimination, ~~and Sexual Harassment~~
- Article XX – No Harassment, No Violence and No Abuse of Authority

Amend as follows (subsequential renumbering required):

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

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

~~17.02~~ **17.03** The Alliance and the Agency recognize the right of employees to work in an environment free from ~~sexual harassment~~ **discrimination** and agree that ~~sexual harassment~~ **discrimination will be prevented and** will not be tolerated in the workplace.

~~17.03~~ **17.04 With respect to a grievance filed in relation to this Article:**

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

~~17.04~~ **17.05** By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination. ~~or sexual harassment.~~ The selection of the mediator will be by mutual agreement.

17.06 When the Agency becomes aware of discrimination, harassment, violence or abuse of authority in the workplace, whether as a result of observation, the Agency being made aware or as a result of a notice of occurrence or complaint by an employee or a grievance, the Agency shall immediately undertake an initial review of the occurrence.

Investigations, General Provisions

17.07 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).

17.08 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, 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 discrimination, harassment or 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.

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

~~17.04~~ **17.10** The Agency 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 Agency 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 Agency shall provide written rationale to the committee for any recommended, new or amended recommendations that they do not accept for implementation.

- 17.11** The Agency 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

- 17.12** On an annual basis, the Agency shall provide mandatory qualified instructor led, facilitated and interactive training to all employees regarding anti-oppression, 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, the relationship between workplace 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 XX - NO HARASSMENT, NO VIOLENCE AND NO ABUSE OF AUTHORITY

XX.01 The Alliance and the Agency 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.

XX.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 17.01 and in the *Canadian Human Right Act*.
- b) Abuse of authority occurs when an individual or group of individuals use the power and authority inherent in their position or occupation, and/or influence to threaten, endanger an employee's job, potentially undermine the employee ability to perform that job, threaten the economic livelihood of that employee or in any way interfere with or influence the career, progression, 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.

XX.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.

XX.04 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.

XX.05 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with **harassment**, sexual harassment, **violence or abuse of authority**. The selection of the mediator will be by mutual agreement.

Regulatory Process

XX.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.

XX.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.

XX.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.

XX.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

XX.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).

XX.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 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, 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 discrimination, harassment or 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.

XX.12 An Investigation may be discontinued if the parties reach mutual resolution via another method.

XX.13 The Agency 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 Agency 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 Agency shall provide written rationale to the committee for any recommended, new or amended recommendations that they do not accept for implementation.

Training

XX.14 On an annual basis, the Agency shall provide mandatory qualified instructor led, facilitated and interactive training to all employees regarding harassment, sexual harassment, violence and abuse of authority prevention. Such training shall include information about relevant policies, processes, the applicable legislation, regulations, specific to the culture, conditions and activities of the workplace, the relationship between workplace 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 18 – JOINT CONSULTATION

- 18.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussion aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.
- 18.02 Within five (5) days of notification of consultation served by either party, the Alliance shall notify the Agency in writing of the representatives authorized to act on behalf of the Alliance for consultation purposes.
- 18.03 Upon request of either party, the parties to this agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this agreement.
- 18.04 Without prejudice to the position the Agency or the Alliance may wish to take in future about the desirability of having the subjects dealt with by the provisions of the collective agreement, the subjects that may be determined as appropriate for joint consultation will be by agreement of the parties.
- 18.05 The Agency shall grant Union representatives participating in the joint consultation meeting up to five (5) hours for preparation time before any scheduled joint consultation meeting.**

The Union reserves the right to table further proposals under Article 18.

ARTICLE 19 – HEALTH AND SAFETY

RESERVE

ARTICLE 20 - JOB SECURITY

Amend as follows (subsequential renumbering required):

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

~~20.02 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.~~

~~20.03 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.~~

20.02 Only members of the bargaining unit shall perform work of the bargaining unit, except by explicit mutual agreement in writing between the Alliance and the Agency.

20.03 The Agency 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.

20.04 Where a person has been employed in the same department/unit 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/unit shall appoint the employee indeterminately at the level of his/her substantive position. The "same department/unit" includes functions that have been transferred from another department/agency by an Act of Parliament or by an Order-in-Council.

20.05 The Agency 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.

20.06 Furthermore, volunteers shall not perform work of the bargaining unit, except by explicit mutual agreement in writing between the Alliance and the Agency.

20.07 The Agency shall endeavour to offer employees with the opportunity to work for at least six (6) consecutive months within the first five (5) years of employment.

Term Employment

20.08 Term employment is one option to meet temporary business needs, such as backfilling temporary vacancies resulting from indeterminate employees on leave or on acting/developmental assignments, or for short-term projects or for fluctuating workloads.

20.09 This option shall be used only in situations where a need clearly exists for a limited time and is not to meant to become a permanent or ongoing need.

20.10 A series of term appointments shall not be used to avoid the hiring of indeterminate employees.

20.11 Term employees shall be entitled to all of the rights, privileges and benefits of the Collective Agreement. Term employment shall not be prematurely ended because of any request for leave without pay. Such leave shall not be unreasonably denied.

20.12 Term employees shall be treated fairly and responsibly, including but not limited to reasonable renewal/ non-renewal notice, performance feedback, appointments/re-appointments that truly reflect the expected duration of the work, and orientation upon initial appointment.

20.13 Term employment shall not be used as a substitute probationary period for indeterminate staffing. Term employment shall count for the purpose of probationary period for indeterminate staffing in the same position.

20.14 Any period of term employment where the source of funding for salary dollars is from external sources and for a limited duration (sunset funding) shall also count as part of the cumulative working period for the purpose of 20.04.

ARTICLE 21 – TECHNOLOGICAL CHANGE

Amend as follows:

[...] **21.03** Both parties recognize the ~~overall~~ **potential** advantages of technological change and will, therefore, encourage and promote technological change in the Agency's operations. **Technological change as defined by Article 21.02 shall be used to augment, not replace, the work performed by employees.** Where technological change is to be implemented, the Agency will seek ways and means of minimizing adverse effects on employees which might result from such changes. [...]

The Union reserves the right to table further proposals under Article 21 and 55, including but not limited to New Articles on the use of Artificial Intelligence and Surveillance in the Workplace.

NEW ARTICLE XX –THE DIGITAL WORKPLACE: INTRODUCTION OF ARTIFICIAL INTELLIGENCE

- XX.01** The Agency shall not use automated decision-making systems to make or support decisions that directly affect an employee’s rights, duties, or conditions of employment, including matters of discipline.
- XX.02** The Agency shall provide employees with clear and accessible information regarding how AI and automated decision-making are used in their work, including guidelines, limitations, risks, and ethical considerations, human oversight, and applicable data security, and privacy safeguards.
- XX.03** In accordance with clause 1.02 of this agreement, the parties are committed to the people of Canada being well and efficiently served. As such, the use of artificial intelligence in public services shall be supplemental to, and not a substitute for, public service employees. The use of AI shall not impact the public's right to interact with an employee of the public service in a timely and accessible manner.
- XX.04** All artificial intelligence and automated systems used in the public service shall be governed by the principles of privacy protection, data minimization, and security. Personal information entrusted to the Government of Canada must be collected, used, disclosed, and retained in accordance with the Privacy Act and related Agency policies, including the Policy on Privacy Protection, the Directive on Privacy Practices, and the Policy on Government Security or related policies.
- XX.05** The Agency shall ensure that self-identification and equity data shall remain confidential and securely stored and shall not be accessed, analyzed, or processed by any automated or artificial intelligence system.
- XX.06** The Agency shall not use Artificial intelligence or automated decision-making systems programs in hiring processes.
- XX.07** All Artificial Intelligence and decision-making systems shall be made in Canada and all data collected shall reside in Canada and not be sold.
- XX.08** The Agency shall provide ongoing training, during working hours, on AI and emerging technologies, at no cost to employees. This training shall ensure employees can safely and effectively use such tools and adapt to evolving technological demands.
- XX.09** AI training shall be mandatory for employees whose job functions involve the development, use, or management of automated decisions systems. Automated data processing and decision-making.

- XX.10** The Agency shall implement safeguards and bias-mitigation measures to protect employees from adverse impacts of automated decision-making.
- XX.11** The Agency shall ensure that any automated decision making, including algorithmic processing of personal data, does not result in bias, systemic inequality, or unlawful discrimination, and complies with applicable human rights, privacy, and employment legislation.
- XX.12** Employees are encouraged to report, in good faith, any concerns related to errors, bias, or unlawful discrimination in the use of automated systems. Employees making such disclosures shall be protected from any form of discipline, or retaliation.
- XX.13** Employees shall not be subject to discipline or held personally liable for errors, inaccuracies, or unintended bias, decisions or consequences resulting from the use or outputs of automated decision-making systems used in the performance of their duties.
- XX.14** The Agency shall identify, assess, and correct errors related to automated decision-making tools and promptly inform affected employees, in writing, of any such issues that may have influenced their duties or employment status.

Development of AI and new technology

- XX.15** The Agency shall prioritize in-house development and deployment of AI systems, tools, and services, and, where in-house development is not immediately feasible, the Agency shall make reasonable efforts to build internal capacity through training or collaboration with bargaining unit employees before seeking external procurement.

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

NEW ARTICLE XX – EMPLOYEE PRIVACY AND DATA SECURITY

- XX.01** Employees shall have a reasonable expectation of privacy in their communications, workspaces, and digital interactions. The Agency shall ensure that decisions affecting an employee's rights, duties, or working conditions include meaningful human involvement.
- XX.02** The Agency shall not use electronic surveillance to monitor, assess, or evaluate employees, their work performance or productivity, nor use such data for disciplinary purposes.
- XX.03** An employee will not be subject to enhanced electronic tracking or surveillance solely because they are teleworking.
- XX.04** The Agency shall not introduce, use, or maintain any electronic surveillance or monitoring technology unless it meets all the following requirements:
- a. its purpose is clearly defined, and
 - b. necessary to meet a legitimate operational requirement, and
 - c. the objective cannot reasonably be achieved through less intrusive means.
- For clarity, the monitoring of productivity, performance, or employee behaviour shall not be considered a legitimate operational requirement for the purposes of this article.
- XX.05** Prior to introducing or modifying monitoring or electronic surveillance technology, the Agency shall provide at least one hundred and eighty (180) days' written notice to the Alliance. The notice shall include:
- a. a description of the technology and how it meets the requirements outlined in XX.04;
 - b. the classifications, positions, and departments of affected employees, listed individually or in groups, with sufficient detail to allow the Alliance to assess the scope of impact;
 - c. the type of data to be collected, stored, accessed, and retained; and
 - d. the privacy and security safeguards in place to protect employees.
- XX.06** For all current monitoring or surveillance technology affecting bargaining unit members, the Agency shall provide the Alliance with an annual report as outlined in clause XX.05 a-d.
- XX.07** Upon request by the Alliance, the Agency and Alliance shall jointly review any monitoring or surveillance technology in use, to determine whether its continued operation

remains justified and compliant with clauses XX.01-XX.03. This review shall take place within one hundred and eighty (180) days of the request. Where such justification no longer exists, the Agency shall discontinue the use of the tool.

XX.08 In the event of a data breach that exposes employees' personal information, the Agency shall immediately notify affected employees and the union, and provide support to mitigate risks, including identity protection services.

XX.09 Upon request, employees shall have the right to review any personal data collected about them, in the presence of a union representative.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE PARKS CANADA AND THE PUBLIC
SERVICE ALLIANCE OF CANADA WITH RESPECT TO A JOINT COMMITTEE ON EMERGING
TECHNOLOGY**

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

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

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

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

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

ARTICLE 22 – HOURS OF WORK

22.01 For the purposes of this article:

- a) “day” means a twenty-four (24) hour period commencing at 00:01 hour;
- b) “week” means a period of seven (7) consecutive days beginning at 00:01 hour 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

22.02 An employee’s scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.

22.03 The Agency will review with the local Alliance representative(s) any changes to hours of work which the Agency proposes to institute, when such change will affect the majority of employees governed by the schedule. In all cases following such reviews, the Agency will, where practical, accommodate such employee representations as may have been conveyed by the Alliance representative(s) during the meeting.

By mutual agreement, in writing, the Agency and the local Alliance representative(s) may waive the application of change of shift with no notice provision.

22.04 Provided sufficient advance notice is given and with the approval of the Agency, employees may exchange shifts if there is no increase in cost to the Agency.

22.05

a) Except as provided for in clause 22.10, the normal workweek shall be thirty -seven decimal five (37.5) or forty (40) hours (in accordance with the Hours of Work Code), exclusive of lunch periods, comprising five (5) days of seven decimal five (7.5) or eight (8) consecutive hours (in accordance with the Hours of Work Code) each, Monday to Friday. The workday shall be scheduled to fall within a nine (9)-hour period between 6:00 a.m. to 6:00 p.m., unless otherwise agreed in consultation between the Alliance and the Agency at the appropriate level.

b) The scheduled weekly and daily hours of work stipulated in 22.05 a) and 22.10 may be

varied by the Agency, following meaningful consultation with the Alliance, to allow for summer and winter hours, provided the annual total is not changed.

22.06 Subject to operational requirements, as determined by the Agency from time to time, an employee shall have the right to select and request flexible hours ~~between 6:00 a.m. to 6:00 p.m.~~ **(provided that there is not increase in cost to the Agency)**, and such request shall not be unreasonably denied.

22.07 Notwithstanding the provisions of this article, upon 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. 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.

22.08 Two (2) rest periods of fifteen (15) minutes each shall be scheduled during each normal day for non-operating employees. The Agency agrees, where operational requirements permit, to continue the present practice of providing rest periods for operating employees. **When one (1) or two (2) rest periods of fifteen (15) minutes are not provided, employees will be paid overtime at the applicable rate for that time period.**

22.09 If an employee is given less than seven (7) days 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.

22.10 For employees who work on a rotating or irregular basis:

a) Normal hours of work shall be scheduled so that employees work:

(i) an average of thirty-seven decimal five (37.5) or forty (40) hours (in accordance with the Hours of Work Code) per week and an average of five (5) days per week and seven decimal five (7.5) hours or eight (8) hours (in accordance with the Hours of Work Code) per day;

or

(ii) if he/she is a Park Warden performing a period of backcountry patrol in excess of eight (8)

consecutive hours during a two-week pay period, on a weekly basis, an average of thirty-seven decimal five (37.5) or forty (40) hours (in accordance with the Hours of Work Code) and five (5) days per week.

b) The Agency shall make every reasonable effort to schedule a meal break of one-half (1/2) hour during each full shift which shall not constitute part of the work period. Such meal break shall be scheduled as close as possible to the mid-point of the shift, unless an alternate arrangement is agreed to at the appropriate level between the Agency and the employee. If an employee is not given a meal break scheduled in advance, all time from the commencement to the termination of the employee's full shift shall be deemed time worked.

c) When an employee's scheduled shift does not commence and end on the same day, such shift shall be deemed for all purposes to have been entirely worked:

(i) on the day it commenced where half (1/2) or more of the hours worked fall on that day,

or

(ii) on the day it terminates where more than half (1/2) of the hours worked fall on that day.

Accordingly, the first (1st) day of rest will be deemed to start immediately after midnight of the calendar day on which the employee worked or is deemed to have worked his/her last scheduled shift; and the second (2nd) day of rest will start immediately after midnight of the employee's first (1st) day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

d) Every reasonable effort shall be made by the Agency:

(i) not to schedule the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift;

(ii) to avoid excessive fluctuations in hours of work;

(iii) to consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule;

(iv) to arrange shifts over a period of time not exceeding fifty-six (56) days and to post schedules at least fourteen (14) days in advance of the starting date of the new schedule;

(v) to grant an employee a minimum of two (2) consecutive days of rest.

e) Notwithstanding the provisions of this article, it may be operationally advantageous to implement work schedules for employees that differ from those specified in this clause. Any

special arrangement may be at the request of either party and must be mutually agreed between the Agency and the majority of employees affected.

Terms and Conditions Governing the Administration of Variable Hours of Work Schedule

22.11 The terms and conditions governing the administration of variable hours of work implemented pursuant to clauses 22.05 b), 22.07, and 22.10 e) are specified in clauses 22.11 to 22.14. This agreement is modified by these provisions to the extent specified herein.

22.12 Notwithstanding anything to the contrary contained in this agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Agency to schedule any hours of work permitted by the terms of this agreement.

22.13

a) The scheduled hours of work of any day, may exceed or be less than seven decimal five (7.5) or eight (8) hours (in accordance with the Hours of Work Code); starting and finishing times, meal breaks, and rest periods shall be determined according to operational requirements as determined by the Agency and the daily hours of work shall be consecutive.

b) Such schedules shall provide an average of thirty-seven decimal five (37.5) or forty (40) hours (in accordance with the Hours of Work Code) of work per week over the life of the schedule.

(i) The maximum life of a schedule for shift workers shall be six (6) months.

(ii) The maximum life of a schedule for day workers shall be twenty-eight (28) days, except when the normal weekly and daily hours of work are varied by the Agency to allow for summer and winter hours in accordance with clause 22.05 b), in which case the life of a schedule shall be one (1) year.

c) Whenever an employee changes her/his variable hours or no longer works variable hours, all appropriate adjustments will be made.

22.14 For greater certainty, the following provisions of this agreement shall be administered as provided herein:

a) Interpretation and Definitions (clause 2.01)

“Daily rate of pay” - shall not apply.

b) Minimum Number of Hours Between Shifts (Paragraph 22.10 d) (i) and Article 24.01 a)

The minimum period between the end of the employee's shift and the beginning of the next one shall ~~not~~ apply.

c) Exchange of Shifts (clause 22.04)

On exchange of shifts between employees, the Agency shall pay as if no exchange had occurred.

d) Designated Paid Holidays (clause 27.05)

(i) A Designated Paid Holiday shall account for seven decimal five (7.5) or eight (8) hours (in accordance with the Hours of Work Code).

(ii) When an employee works on a Designated Paid Holiday, the employee shall be compensated, in addition to the pay for the hours specified in subparagraph (i), ~~at time and one-half (1 1/2) up to his/her regular scheduled hours worked and~~ at double (2) time for all hours worked ~~in excess of her/his regular scheduled hours.~~

e) Travel

Overtime compensation referred to in clause 29.04 shall ~~only~~ be applicable. ~~on a work day for hours in excess of the employee's daily scheduled hours of work.~~

f) Acting Pay

The qualifying period for acting pay as specified in paragraph 61.07 a) shall be converted to hours.

g) Overtime

Overtime shall be compensated for all work performed on regular working days or on days of rest at **double (2)** time ~~and three-quarter (1-3/4).~~

22.15 Changes in Schedule

a) When a full-time indeterminate employee is required to attend one of the following proceedings outside a period which extends before or beyond three (3) hours his/her scheduled hours of work on a day during which she/he would be eligible for a Shift Premium, the employee may request that her/his hours of work on that day be scheduled between 7 a.m. and 6 p.m.; such request will be granted provided there is no increase in cost to the Agency. In no case will the employee be expected to report for work or lose regular pay without receiving at least twelve (12) hours of rest between the time his/her attendance was no longer required at the proceeding and the beginning of her/his next scheduled work period.

(i) Federal Public Sector Labour Relations and Employment Board Proceedings Clauses 13.01, 13.02, 13.04, 13.05 and 13.06.

(ii) Contract Negotiation and Preparatory Contract Negotiation Meetings Clauses 13.09 and 13.10.

(iii) Personnel Selection Process Article 48.

(iv) To write Provincial Certification Examinations which are a requirement for the continuation of the performance of the duties of the employee's position.

(v) Training Courses which the employee is required to attend by the Agency.

b) Notwithstanding paragraph a), proceedings described in subparagraph (v) are not subject to the condition that there be no increase in cost to the Agency.

22.16 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 clause.

ARTICLE 23 – SHIFT AND WEEKEND PREMIUMS

Amend as follows:

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

- a) An employee ~~working on shifts~~ will receive a shift premium of ~~two~~ **five** dollars and ~~twenty five cents (\$2.25.00)~~ per hour for all hours worked, including overtime hours, between ~~4:00 5:00 p.m. and 6:00 a.m.~~ **8:00 a.m.** The shift premium will not be paid for hours worked between ~~6:00 a.m.~~ **8:00 a.m.** and ~~4:00 5:00 p.m.;~~ and
- b) An employee will receive an additional shift premium of **eight dollars (\$8.00)** per hour for all hours worked, including overtime hours, between **12:01 a.m. and 8:00 a.m.**

23.02 Weekend premium

An employee ~~working shifts during the weekend~~ will receive an additional premium of ~~five~~ **two** dollars and ~~twenty five cents (\$2.25.00)~~ per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.

ARTICLE 24 – OVERTIME

For the purposes of Article 24 (Overtime), “day” means any period of twenty-four consecutive hours.

24.01 Each fifteen (15)-minute period of overtime shall be compensated for at **double (2) time**. 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 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. 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;~~

ac) where an employee is entitled to ~~double (2) overtime 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~~ **the applicable rate** for all hours worked until he/she is given a period of rest of at least eight (8) consecutive hours.

24.02 ~~Notwithstanding anything to the contrary contained in this article, the following shall apply to employees working as Park Wardens performing a period of back-country patrol in excess of eight (8) consecutive hours during a two-week period;~~

a) ~~Park Wardens are entitled to receive compensation at straight-time rates for all hours worked, other than hours worked on a day of rest or on a designated paid holiday, up to an average of seventy-five (75) or eighty (80) hours (in accordance with the Hours of Work Code) over a two (2) week period and compensation at time and one-half (1-1/2) for all other hours worked.~~

b) ~~Park Wardens are entitled to receive compensation at time and one-half (1-1/2) rates for work performed on the first (1st) day of rest and compensation at double (2) time for work performed on the second and subsequent days of rest where two (2) or more contiguous days of rest are indicated by the schedule.~~

24.02 When an employee is scheduled to work overtime on a day of rest and the employer cancels the agreed upon overtime hours with less than twenty- four (24)

hours notice, the employee is entitled to a minimum of three (3) hours' pay at the applicable overtime rate of pay.

Articles 24.03 to 24.07 apply to all employees governed by this agreement.

24.03 Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Agency, overtime may be compensated in equivalent leave with pay under article 34.

24.04 Subject to the operational requirements, the Agency shall make every reasonable effort:

a) to allocate overtime work on an equitable basis amongst readily available, qualified employees,

and

b) to give employees who are required to work overtime adequate advance notice of the requirement.

24.05

a) Within five (5) days of notification of consultation served by either party, the Alliance shall notify the Agency in writing of the representative authorized to act on behalf of the Alliance for consultation purposes.

b) The Alliance is entitled to consult the Chief Executive Officer or his/her representative whenever it is alleged that employees are required to work unreasonable amounts of overtime.

24.06 ~~Other than w~~When required by the Agency to use a vehicle of the Agency for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to her/his residence shall ~~not~~ constitute time worked.

24.07 Meal allowance

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 for one (1) meal in the amount **equivalent to the lunch rate outlined in Appendix C of the National Joint Council's Travel Directive.** ~~of twelve dollars (\$12) except where free meals are provided.~~

b) When an employee works overtime continuously extending **three (3)** ~~four (4)~~ hours or

more beyond the period provided for in a), the employee shall be reimbursed for one (1) additional meal in the amount **equivalent to the lunch rate outlined in Appendix C of the National Joint Council's Travel Directive** ~~of twelve dollars (\$12)~~ for each additional **three** ~~(3) four (4)~~ hour period thereafter, ~~except where free meals are provided.~~

c) Reasonable time with pay, to be determined by the Agency, 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 to an employee who is on travel status which entitles the employee to claim expenses for lodging and/or meals or to an employee who had obtained authorization to work at the employee's residence.

ARTICLE 25 – CALL BACK AND REPORTING PAY

For the purposes of Article 25 (Call Back and Reporting Pay), “day” means any period of twenty-four consecutive hours.

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) **before or** 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~~ **regularly scheduled hours of work**, the employee shall be ~~entitled to~~ **paid** the greater of:

(i) compensation equivalent to three (3) hours pay at the applicable overtime rate of pay for each call back/reporting to a maximum of eight (8) hours’ compensation in an eight (8) hour period, **provided that the work is not contiguous with their regularly scheduled hours of work**,

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) For greater certainty, call-back shall apply regardless of:

(i) whether the employee has departed the workplace;

(ii) whether the employee resides in employer-provided accommodation;

(iii) whether the employee remains within an employer facility;

(iv) whether the work occurs before or after midnight;

(v) whether the work occurs on the same calendar day or a subsequent calendar day; and

(vi) the definition or use of “day” and “workday” elsewhere in this Agreement.

~~d)e~~ 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 59.05 of this agreement.

25.02 An employee who receives a call to duty or responds to a telephone or data line call while on standby or at any other time outside of his or her scheduled hours of work, may at the discretion of the Employer work at the employee's residence or at another place. In such instances, the employee shall be paid the greater of:

a) compensation at the applicable overtime rate for any time worked, or

b) compensation equivalent to one (1) hour's pay at the applicable overtime rate, which shall apply only the first time an employee performs work during an eight (8) hour period, starting when the employee first commences the work.

25.023 Compensation earned under this article shall be compensated under Article 34.

25.034 Transportation Expenses

a) Where an employee is required to report for work and reports under the conditions described in 25.01 above, the employee shall be reimbursed for reasonable expenses incurred as follows:

(i) mileage allowance at the rate normally paid to an employee when authorized by the Agency to use his or her automobile when the employee travels by means of his or her own automobile,

or

(ii) out-of-pocket expenses for other means of commercial transportation.

~~b) Other than when the employee is required by the Agency to use an Agency vehicle for transportation to report to a work location other than the employee's normal place of work, all time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.~~

25.045 This article does not apply where an employee who has accommodation on board a vessel and:

a) is not in his or her home port, reports for sailing in accordance with posted sailing orders or as otherwise required by the Master.;

or

~~b) is on the Agency's premises at the time of notification of the requirement to work overtime.~~

ARTICLE 26 – STANDBY

26.01 Where the Agency requires an employee to be available on standby during off-duty hours, such employee shall be compensated at the rate of **two (2) ~~one-half (1/2)~~** hours for each four (4) hours period or part thereof for which the employee has been designated as being on standby duty.

26.02 An employee designated by letter or by list for standby duty shall be available during his/her period of standby at a known telephone number and be available to return for work as quickly as possible if called. In designating employees for standby, the Agency will endeavour to provide for the equitable distribution of standby duties.

26.03 No standby payment shall be granted if an employee is unable to report for work when required.

26.04 Compensation earned under this article shall be compensated under article 34.

26.05 Time spent by the employee reporting to work and returning to his/her residence shall constitute time worked. For the purpose of this article, employees teleworking or employees returning to work from staff housing shall also be covered by this article.

26.06 Employees on standby are not required to monitor, check or respond to emails or text messages unless they have been made aware of a specific email through a phone call.

ARTICLE 27 – DESIGNATED PAID HOLIDAYS

Amend as follows (subsequential renumbering required):

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

- a) New Year's Day,
- b) Good Friday,
- c) ~~e~~ Easter Monday,
- d) ~~d~~ the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- e) National Indigenous Peoples' Day,**
- f) ~~e~~ Canada Day,
- g) ~~f~~ Labour Day,
- h) ~~g~~ National Day for Truth and Reconciliation,
- i) ~~h~~ the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- j) ~~i~~ Remembrance Day,
- k) ~~j~~ Christmas Day,
- l) ~~k~~ Boxing Day,
- m) ~~l~~ **one two (2)** additional days in each year that, in the opinion of the Agency, 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 Agency, no such additional ~~day is~~ **days are** recognized as a provincial or civic holiday, **the third Monday in February and the** first Monday in August,
- n) ~~m~~ one (1) additional day when proclaimed by an Act of Parliament as a national holiday.

[...]

27.05

A) When an employee works on a holiday, she/he shall be paid **double (2)** time ~~and one half (1 1/2)~~ for all hours worked, ~~up to the daily hours specified in article 22, and double (2) time thereafter,~~ in addition to the pay that the employee would have been granted had she/he not

worked on the holiday.

b) The premium pay specified in paragraph a) shall be compensated in cash except where, upon request of an employee ~~and with the approval of the Agency,~~ overtime may be compensated in equivalent leave with pay under article 34.

ARTICLE 29 – TRAVELING TIME

29.01 For the purposes of this agreement, traveling time is compensated for only in the circumstances and to the extent provided for in this article.

29.02 When an employee is required by the Agency to travel outside his/her normal workplace on government business, as these expressions are defined by the Agency, the time of departure and the means of such travel shall be determined by the Agency and the employee will be compensated for travel time in accordance with clauses 29.03 and 29.04. Traveling time shall include time necessarily spent at each stop-over enroute provided such stop-over is not longer than five (5) hours.

29.03 For the purposes of clauses 29.02 and 29.04, the traveling 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 Agency;

b) for travel by private means of transportation, the normal time as determined by the Agency, to proceed from the employee's place of residence or workplace, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or workplace;

c) in the event that an alternate time of departure and/or means of travel is requested by the employee, the Agency may authorize such alternate arrangements, in which case compensation for traveling time shall not exceed that which would have been payable under the Agency's original determination.

29.04 ~~If an employee is required to travel as set forth in clauses 29.02 and 29.03:~~ **When an employee is required by the Agency 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 her/his 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/her~~ regular pay for the day for a combined period of travel and work ~~not exceeding her/his regular scheduled working hours, and~~

(ii) at the applicable overtime rate for additional travel time in excess of her/his 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;~~

~~c) b)~~ on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for **the combined hours of travelled and worked hours** ~~hours a travelled to a maximum of fifteen (15) hours' pay at the straight-time rate of pay.~~

29.05 This article does not apply to an employee when the employee travels by any type of transport in which he/she is required to perform work, and/or which also serves as his/her living quarters during a tour of duty. In such circumstances, the employee shall receive the greater of:

a) on a normal working day, his/her regular pay for the day, or

b) pay for actual hours worked in accordance with Article 27, Designated Paid Holidays and Article 24, Overtime of this collective agreement.

29.06 Compensation under this article shall not be paid for travel time to courses, training sessions, conferences, and seminars, unless the employee is required to attend by the Agency.

29.07 Compensation earned under this article shall be compensated under article 34.

29.08 Travel Status Leave

a) An employee who is required to travel outside her/his normal workplace on government business, as these expressions are defined by the Agency, and is away from her/his permanent residence for **twenty (20)** ~~forty (40)~~ nights during a fiscal year shall be granted ~~seven decimal five (7.5) or eight (8)~~ **ten (10) or ten decimal six seven (10.67)** hours (in accordance with the Hours of Work Code) off with pay. The employee shall be credited with **one half hour (1/2) off** ~~an additional seven decimal five (7.5) or eight (8) hours off (in accordance with the Hours of Work Code)~~ for each additional **night up to fifty (50) nights, and one (1) hour per night for any additional night after, up to twenty (20) nights** that the employee is away from her/his permanent residence ~~to a maximum of eighty (80) nights.~~

b) The maximum number of hours off earned under this clause shall not exceed ~~thirty-seven decimal five (37.5) or forty (40)~~ **forty-five (45) or forty-eight (48)** (in accordance with the Hours of Work Code) 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 article 34.

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 Agency.**

29.09 Closed Area

When the Agency requires an employee to travel inside a “closed area”, time spent traveling through the closed area shall constitute time worked.

For the purpose of this article, a “closed area” refers to any area declared closed by the responsible authority.

ARTICLE 32 - VACATION LEAVE WITH PAY

Amend as follows:

32.01 The vacation year shall be from April 1st to March 31st, inclusive, of the following calendar year.

Accumulation of Vacation Leave Credits

32.02 For each calendar month in which an employee has earned at least seventy-five (75) hours' or eighty (80) hours' pay (in accordance with the Hours of Work Code), the employee shall earn vacation leave credits as follows:

- a) nine decimal three seven five (9.375) or ten (10) hours (in accordance with the Hours of Work Code) until the month in which the anniversary of the employee's ~~eighth (8th)~~ **fifth (5th)** year of service occurs;
- b) twelve decimal five (12.5) or thirteen decimal three ~~six three (13.33)~~ **(13.36)** hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's ~~eighth (8th)~~ **fifth (5th)** anniversary of service occurs;
- ~~c) thirteen decimal seven five (13.75) or fourteen decimal six seven (14.67) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;~~
- ~~d) fourteen decimal three seven five (14.375) or fourteen decimal six seven (14.67) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;~~
- c) ~~e)~~ fifteen decimal six two five (15.625) or sixteen decimal six seven (16.67) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's ~~seventeenth (17th)~~ **tenth (10th)** anniversary of service occurs;
- d) ~~(d) sixteen decimal eight seven five (16.875) hours or eighteen (18) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;~~
- e) ~~(f)~~ eighteen decimal seven five (18.75) or twenty (20) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's ~~twenty-eighth (28th)~~ **twenty-third (23rd)** anniversary of service occurs-;

- f) **Twenty (20) hours or twenty-one decimal three three four (21.334) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's thirtieth (30th) anniversary of service occurs.**
- g) **Twenty-one decimal eight seven five (21.875) or twenty-three decimal three three four (23.334) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's thirty-fifth (35th) anniversary of service occurs.**

[...]

[...]

Scheduling of Vacation Leave With Pay

32.05

- a) Employees are ~~expected~~ **encouraged** to take all their vacation leave during the vacation year in which it is earned.
- b) Subject to the following subparagraphs, **in granting vacation leave with pay to an employee**, the Agency ~~reserves the right to schedule an employee's vacation leave but~~ shall make every reasonable effort:
 - (i) to provide an employee's vacation leave in an amount and at such time as the employee may request;
 - (ii) not to recall an employee to duty after the employee has proceeded on vacation leave;
 - (iii) not to cancel nor alter a period of vacation which has been previously approved in writing;
 - (iv) to provide at least four (4) weeks written notice to the employee when scheduling her/his leave.

[...]

[...]

Carry-Over and/or Liquidation of Vacation Leave

32.11

- a) Where in any vacation year, an employee has not ~~used been granted~~ all of the vacation leave credited to him or her, the unused portion of her/his vacation leave up to a maximum of ~~two hundred and sixty-two decimal five (262.5)~~ **three hundred (300)** or ~~two hundred and eighty (280) hours~~ **three hundred and seventeen decimal five (317.5) 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)~~ **three hundred (300)** or ~~two hundred and eighty (280) hours~~ **three hundred and seventeen decimal five (317.5) 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 or on the date an employee becomes subject to this agreement, he or she has more than ~~two hundred and sixty-two decimal five (262.5)~~ **three hundred (300)** or ~~two hundred and eighty (280) hours~~ **three hundred and seventeen decimal five (317.5) 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;
 - (ii) Unused vacation leave credits equivalent to the employee's accumulated leave maximum shall be carried over into the following vacation year;
 - (iii) Unused vacation leave credits in excess of the employee's accumulated leave maximum 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.
- c) The employee's accumulated leave maximum shall be reduced irrevocably by the number of vacation leave credits liquidated in excess of the employee's annual vacation leave entitlement during the vacation year.
- d) Notwithstanding b)(iii), where the Agency cancels a period of vacation leave which has been previously approved in writing, and which cannot be rescheduled before the end of the vacation year, the cancelled leave may be carried over into the next vacation year.

[...]

32.XX

- a) An employee shall be credited a one-time entitlement of thirty-seven decimal five (37.5) or forty (40) hours (according to the Hours of Work Code) of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service. For clarity, employees shall be credited the leave described in 32.XX a) only once in their total period of employment in the public service.
- b) The vacation leave credits provided in paragraph 32.XX a) above shall be excluded from the application of paragraph 32.11, dealing with the carry-over and/or liquidation of vacation leave.

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

ARTICLE 35 – MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES LEAVE

Amend as follows:

Rename to: Medical Appointments for Pregnancy-Related Care

35.01 Up to **the greater of**, three decimal seven five (3.75) or four (4) hours (according to the Hours of Work Code) **or half their regularly scheduled hours**, of ~~reasonable~~ time off with pay will be granted to:

- a.** pregnant employees for the purpose of attending each ~~routine~~ **pregnancy-related** medical appointments;
- b.** **employees who are non-gestational parents to accompany the gestational parent or carrier of their child to required pregnancy- related medical appointments.**

Additional time off with pay shall be granted for the purpose of travel to the appointment.

~~35.02 Where a series of continuing appointments is necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.~~

ARTICLE 36 – INJURY-ON-DUTY-LEAVE

Amend as follows:

36.01 An employee shall be granted, **and remain on**, injury-on-duty leave with pay ~~for such period as may be reasonably determined by the Agency~~ **for the period that** when a claim has been made pursuant to the *Government Employees' Compensation Act*, and a Workers' Compensation authority has notified the Agency that it has **approved the claim** ~~certified~~ that the employee is unable to work because of:

a. personal injury, **including psychological injury**, accidentally received in the performance of his or her duties and not caused by the employee's willful misconduct,

or

b. an industrial illness or a disease arising out of and in the course of the employee's employment,

if the employee agrees to remit to the Receiver General for Canada any amount received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

36.02 While waiting for the certification from the Worker's compensation authority, an Employee shall be granted or advanced sick leave. Such sick leave shall be credited back once the certification has been received.

The Union reserves the right to table further proposals under Article 36.

ARTICLE 37 – MATERNITY LEAVE WITHOUT PAY

The Union reserves the right to table further proposals under Article 37 including but not limited to:

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

ARTICLE 39 – PARENTAL LEAVE WITHOUT PAY

The Union reserves the right to table further proposals under Article 39 including but not limited to:

- *Simplifying the language of the article*
- *Simplify entitlement irrespective of jurisdiction*
- *Bargaining improved parental leave entitlements*

Article 40 – LEAVE WITHOUT PAY FOR THE CARE OF FAMILY

RESERVE

ARTICLE 41 - CAREGIVING LEAVE

Amend as follows:

41.01

- a) An employee who provides the Agency with proof that he or she is in receipt of or awaiting Employment Insurance (EI) benefits for Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults shall be granted leave without pay while in receipt of or awaiting these benefits.
- b) The leave without pay described in clause 41 a) shall not exceed twenty-six (26) weeks for Compassionate Care Benefits, thirty-five (35) weeks for Family Caregiver Benefits for Children and fifteen (15) weeks for Family Caregiver Benefits for Adults, in addition to any applicable waiting period.
- c) When notified, an employee who was awaiting benefits must provide the Agency with proof that the request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been accepted.
- d) When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been denied, clause 41 a) above ceases to apply.
- e) 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.

41.02 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.

41.03 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.

ARTICLE 42 – LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

Amend as follows:

42.01 For the purpose of this article, family is defined as **per Article 2.** ~~spouse (or common-law partner resident with the employee), children (including step-children, foster children or children of legal or common-law spouse and ward of the employee), parents (including step-parents or foster parents), father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents and grandchildren of the employee, any relative permanently residing in the employee's household or with whom the employee permanently resides, any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee or 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.~~

42.02 The total leave with pay which may be granted under this article shall not exceed ~~thirty-seven decimal five (37.5) or forty (40)~~ **seventy-five (75) or eighty (80)** hours (according to the Hours of Work Code) in a fiscal year.

**

42.03 Subject to clause 42.02, the Agency shall grant 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 an employee with time to make alternate 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 to the adoption of the employee's child;
- e) to attend school **or other 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~~ a 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) 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) 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.
- i) **to provide for the employee's child where there is no other childcare that is reasonably available.**
- j) **to provide immediate and temporary care for an emotionally significant household pet or service animal, including taking it to an appointment with professional veterinarians and/or addressing situations affecting the animal's health or welfare.**
- k) **to attend to other matters that are reasonably considered a pressing necessity within the employee's household.**

42.04 Employees may take leave for personal and family-related responsibilities in fifteen (15) minutes increments.

42.05 Where, in respect of any period of compensatory or vacation leave, an employee is granted leave with pay for illness in the family under paragraph 42.03 (b) above, on production of a medical certificate, the period of compensatory or vacation leave so displaced shall either be added to the compensatory or vacation leave period, if requested by the employee and approved by the Agency, or reinstated for use at a later date.

42.06 Where in any fiscal year an employee has not used all of the leave under this Article, the unused portion shall be carried over into the following fiscal year, to a maximum of one hundred and fifty hours (150) or one hundred and fifty-four hours (154) (according to the Hours of Work Code).

The Union reserves the right to table future proposals under Article 42.

ARTICLE 43 - LEAVE WITHOUT PAY FOR PERSONAL NEEDS

Amend as follows:

43.01 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 a period of 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~~ under each of paragraphs a) and b) ~~during the employee's total period of employment in the Agency.~~ Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Agency.
- d) **At the employee's request, leave granted under paragraphs a) and b) below the maximum established in these clauses may be used again until the maximum under these clauses has been reached.**

The Union reserves the right to table future proposals under Article 43.

ARTICLE 46 – BEREAVEMENT LEAVE WITH PAY

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

- ~~a) 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 46.01 a) only once during the employee’s total period of employment in the public service.~~

46.02

- a) When a member of the employee’s immediate family dies, an employee shall be entitled to a 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.

At the ~~request~~ **discretion** of the employee, such bereavement leave with pay may be taken in a single period of ~~seven (7)~~ **fourteen (14)** consecutive calendar days or may be taken in two (2) periods to a maximum of ~~five (5)~~ **ten (10)** working days.

~~c) b)~~ **When requested the leave is 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 **five (5)** ~~three (3)~~ days’ leave with pay, in total, for the purpose of travel for these two (2) periods.

~~46.03 An employee is entitled to one (1) day’s bereavement leave with pay for a purpose related to the death of his or her aunt or uncle, brother in law or sister in law, and grandparents of spouse.~~

~~46.04~~ **46.03** 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 46.02 a) and ~~46.03~~, 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.

~~46.05~~ **46.04** It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Agency 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 ~~46.02 a)~~ and ~~46.03~~ **46.05**.

46.05 The Agency acknowledges the importance of pets and service animals in employees' lives and their positive impact on wellbeing. One (1) day of special compassionate leave with pay may be granted in the event of the death of a household pet considered a family member, or service animal. The employee may be required to provide appropriate proof of the animal's death if requested by the Agency.

The Union wishes to have a discussion on the definition of a "day" as it related to this and other articles in the collective agreement and reserves the right to table further proposals under Article 46.

ARTICLE 49 - EDUCATION AND CAREER DEVELOPMENT LEAVE

RESERVE

ARTICLE 50 – LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

Amend as follows:

[...]

50.02 Personal Leave

In any fiscal year, an employee is entitled to no more than ~~fifteen (15) or sixteen (16)~~ **twenty-two decimal five (22.5) or twenty-four (24)** hours (in accordance with the Hours of Work Code) of personal leave.

- ~~a) Subject to operational requirements as determined by the Agency and with an advance notice of at least five (5) working days, the~~ An employee shall be granted, in each fiscal year ~~fifteen (15) or sixteen (16)~~ **twenty two decimal five (22.5) or twenty four (24)** hours (in accordance with the Hours of Work Code) of leave with pay for reasons of a personal nature. This leave can be taken in **installments of (1) periods or more of seven decimal five (7.5) or eight (8) hours (in accordance with the Hours of Work Code) or three decimal seven five (3.75) or four (4) hours (in accordance with the Hours of Work Code) each.**
- b) For employees who work less than twelve (12) weeks in a fiscal year, the total entitlement shall be seven decimal five (7.5) or eight (8) hours (in accordance with the Hours of Work Code).
- ~~c) The leave will be scheduled at times convenient to both the employee and the Agency. Nevertheless, t~~The Agency shall make every reasonable effort to grant leave at such times as the employee may request.

Notwithstanding clause 50.02, at the request of the employee and at the discretion of the Agency, 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 Agency 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 Agency.

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

[...]

The Union reserves the right to table future proposals under Article 50.

ARTICLE XX – DOMESTIC VIOLENCE LEAVE

~~50.03~~ Domestic Violence Leave

XX.01 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 Agency 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) or eighty (80)~~ **one hundred and fifty (150) or one hundred and sixty (160)** hours (in accordance with the Hours of Work Code) in a fiscal year. **Additional leave with pay beyond the one hundred and sixty (160) hours may be granted on a case-by-case basis.**
- d) Unless otherwise informed by the Agency, 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) Notwithstanding clauses 50.03 b) to 50.03 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.

f) 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.

g) 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) Job transfer or relocation;**
- (iv) Working remotely, hybrid or in the office;**
- (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.**

XX.02 Such leave may be taken in increments or full days at the discretion of the employee.

XX.03 At the employee's request, the Agency may grant additional sick leave with pay for instances other than those specified in XX. Such leave shall not be unreasonably denied.

ARTICLE 51 – LEAVE FOR TRADITIONAL INDIGENOUS PRACTICES

Amend as follows:

51.01 Subject to operational requirements as determined by the Employer, **thirty seven decimal five (37.5)** ~~fifteen (15) or sixteen (16) hours~~ (in accordance with the Hours of Work Code) of leave with pay ~~and twenty four (24)~~ **forty (40)** hours (in accordance with the Hours of Work Code) of leave without pay per fiscal year shall be granted to an employee who self-declares as an Indigenous person and who requests leave to engage in traditional Indigenous practices, including **ceremony and** land-based activities such as hunting, fishing, and harvesting.

For the purposes of this article, an Indigenous person means First Nations, Inuit or Métis.

51.02 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.

51.03 An employee who intends to request leave under this article must give notice to the Employer as far in advance as possible before the requested period of leave.

51.04 Leave under this article may be taken in one or more periods. Each period of leave shall not be less than seven decimal five (7.5) **or eight hours (in accordance with the Hours of Work Code).**

ARTICLE 55 – EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

55.01

- a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to **provide input, discuss challenges and request support. Employees will be given the opportunity to** sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- b) The Agency's representative(s) who assess(es) an employee's performance must have observed or been aware of the employee's performance for at least one half (1/2) of the period for which the employee's performance is evaluated. **Additionally, the Agency representative who completes a performance assessment shall have no reasonable apprehension of bias when completing the assessments.**
- c) An employee has the right to make written comments to be attached to the performance review form.
- d) If an employee is dissatisfied with the results of a formal assessment meeting, he/she has the right to request a follow-up meeting and to be accompanied by a union representative at that meeting.
- e) **The Agency shall ensure that performance assessments are conducted in a timely, fair, and equitable manner, free from bias. Performance assessments shall serve as a tool for employee development and shall not be retaliatory or an abuse of authority.**
- f) **The employee shall be entitled to be accompanied by a union representative or person of their choosing during all discussions related to the employee's performance.**
- g) **An Employee may request that performance assessment-related meetings, including all relevant Agency-Employee correspondence, be accompanied by union representation.**
- h) **The Agency or their representatives, are prohibited from filming an employee's during work or performance assessments, including for purposes relating to performance assessments of any sort.**

55.XX Electronic surveillance shall not be used as a means to monitor or evaluate the performance or productivity of employees.

55.XX Artificial Intelligence shall not be used in an employee's performance review.

55.02

- a) Prior to the formal assessment, the employee shall be given:
 - (i) An explanation of the process **and the evaluation form** which will be used for the assessment;
 - (ii) any forms and written document which provides instructions to the person conducting the assessment;
- b) if during the employee performance review, either the form or instructions are changed they shall be given to the employee.

Development Plans

55.XX Where an employee's annual performance evaluation or written performance objectives refer to a need for training in a particular subject area to fulfil a particular work-related objective, that employee shall be entitled to training required to ensure they can meet that objective.

55.XX Development plans shall outline objectives set collaboratively between the employee and the manager and include specific timelines for progress evaluation, agreed-upon intervals for review and follow-ups.

55.XX Development plans shall be implemented within a reasonable timeframe.

55.XX Development plans may include opportunities such as structured training, career development programs, mentorship, and/or tuition assistance. The Agency shall provide reasonable access to these programs and ensure employees are aware of available options.

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.

55.XX Any document or written statement critical of an employee's performance, which may have been placed on the employee's file(s), shall be destroyed after one (1) year has elapsed.

55.XX When a report pertaining to an employee's conduct is placed in that employee's personnel file, the employee concerned shall be given:

- a. A copy of the report placed on their file;
- b. An opportunity to sign the report in question to indicate that its contents have been read;
and
- c. An opportunity to submit such written representations as the employee may deem appropriate concerning the report and to have such written representation attached to the report.

The Union wishes to discuss the use of AI in performance management and reserves the right to table further proposals under this article.

ARTICLE 57 – MEMBERSHIP FEES

Amend as follows:

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.

57.02 The Alliance and the Agency have agreed to provide for a professional allowance to be paid in accordance with the following conditions. Upon receipt of proof of payment, the Agency shall reimburse an employee's annual membership fees-paid to either the Institute of Chartered Accountants (CA), the Society of Management Accountants (CMA), the Association of Certified General Accountants (CGA), or the Chartered Professional Accountants (CPA). The Agency shall reimburse annual fees paid to one of the associations referred to in clause 57.02 for employees pursuing a formal study program to obtain a professional accounting designation (CA, CMA, CGA or CPA). Reimbursement covered by this Article does not include arrears of previous year's dues. Reimbursement covered by this Article shall include insurance payable as a requirement for maintaining the designation to a maximum of seventy-five (\$75) dollars excluding any optional insurance that may be offered for the purpose of practicing in the private sector.

57.03 The Agency shall reimburse an employee's annual membership fees for Association of Canadian Mountain Guides (ACMG) professional member certification for visitor safety specialists, where it is required for their position.

~~57.043~~ Membership dues referred to in article 10, Check-Off, of this agreement are specifically excluded as reimbursable fees under this Article.

57.XX The Agency shall reimburse any fees associated with the membership in or maintenance of a professional certification (including but not limited to the recertification of a medical first aid/first response certification) where it is required for their position.

ARTICLE 58 – WASH-UP TIME

Amend as follows:

58.01

- a) ~~Where the Agency determines that to the nature of work~~ there is a clear cut need **due to the nature of work**, wash-up time up to a maximum of ten (10) minutes will be permitted before the end of the working day.
- b) **Where wearing and performing in costume are part of the duties of the employee, the Agency shall provide fifteen (15) minutes at the beginning and end of an employee's shift to put on and take-off the costume. Time spent dressing and taking off costumes will be considered as part of the employee's shift.**
- c) **In addition to a) Park Wardens shall be provided fifteen (15) minutes at the beginning and fifteen (15) minutes at the end of each shift for tooling up and tooling down. Time spent tooling up and tooling down shall form part of an employee's shift.**

ARTICLE 59 – PART TIME EMPLOYEES

Amend as follows (*subsequential renumbering required*):

[...]

~~59.06~~ **59.08** 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.

[...]

The Union reserves the right to table further proposals under Article 59.

ARTICLE 60 - SEVERANCE PAY

RESERVE

ARTICLE 61 – PAY ADMINISTRATION

Amend as follows:

[...]

61.07 Acting Pay

- a) When an employee is required by the Agency to substantially perform the duties of a higher classification level in an acting capacity and performs those duties:

~~(i) if she/he falls under letter code “X” (as defined in the Hours of Work Code), for a period of at least three (3) consecutive working days/shifts;~~

~~(ii) if she/he falls under the letter code “Y” (as defined in the Hours of Work Code), for a period of at least one (1) full working day/shift;~~

the employee shall be paid acting pay calculated from the date on which she/he commenced to act as if she/he had been appointed to that higher classification for the period in which she/he acts. **Acting pay shall include all allowances and premiums the employee is entitled to in their substantive position.**

- 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.

61.08

- a. **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.**
- b. **For the purpose of defining when an employee will be entitled to go to the next salary increment of the acting position, “cumulative” means all periods of acting at the same classification and level.**
- c. **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. [...]**

[...]

61.09 The Agency shall make payments for overtime and other premium payments within four (4) weeks following the end of the calendar month in which it is earned.

The Union reserves the right to table additional demands as part of its monetary package.

ARTICLE 62 – ALLOWANCES

62.01 Diving allowance

a) Employees whose job duties require them to dive (as that word is hereinafter defined) shall be paid an allowance of twenty-five dollars (\$25.00) per hour. The minimum allowance shall be:

(i) two (2) hours per dive scuba

(ii) four (4) hours per dive hard hat.

b) Diving time is that period during which an employee is equipped with diving gear to the extent that the employee is unable to perform other than diving duties.

c) A dive is the total of any period or periods of time during any eight (8) hour period in which an employee carries out required underwater work with the aid of a self-contained or surface air supply.

62.02 Dirty Work Allowance

When an employee is required to come in physical contact with the pollutant while engaged in the cleaning up of oil spills in excess of two hundred (200) litres which resulted from an accident or disaster, mechanical failure, bunkering or fuel transfer operations, the employee shall receive, in addition to the appropriate rate of pay, an additional one-half (1/2) his straight-time rate for every fifteen (15) minute period, or part thereof, worked. All of the foregoing duties must have the prior approval of the Agency before work is commenced.

62.03 Dog Handlers' Allowance

a) When an employee is required to handle a trained detector dog during a shift, and in recognition of the duties associated with control, care and maintenance of the detector dog at all times, the employee shall be paid an allowance of ~~one (\$1)~~ **three (\$3.00)** dollars per on-duty hour.

Hazardous Materials Allowance

62.04 When an employee is required to come in contact with blood, feces, or liquids while engaged in the cleaning up of hazardous or potentially hazardous biological, organic or inorganic materials, or responding to an incident when these materials are present, the employee shall receive, in addition to the appropriate rate of pay, an additional one half (1/2) of their straight-time rate for every period worked while

performing those tasks. All of the foregoing duties must have the prior approval of the Agency before work is commenced, except during an emergency response. Employees who come into contact with hazardous materials as part of their regular duties (eg: cleaners of campground washrooms) are deemed to have automatic approval.

Dangerous Goods Allowance

62.05 An employee certified pursuant to the *Transportation of Dangerous Goods Act* and who is assigned responsibilities under the act, shall receive a monthly allowance of a hundred and twenty-five (\$125) during any month where the employee is certified.

Confined Space, Working at Heights and Driving Heavy Vehicle Allowance

62.06 Employees who are required by the Agency to maintain the following certifications as a condition of performing their duties shall receive a monthly allowance of seventy-five dollars (\$75) for each of the following certificates:

- a) Working in Confined Spaces (Confined Space Entry)
- b) Working at Heights (Fall Protection)
- c) Driving Heavy Vehicles (Commercial Vehicle Operation – Class 1 or 2).

Physical Fitness Allowance

62.07 For employees who are required to pass routine or periodic physical fitness tests as a requirement for their position (eg: wildland fire fighters, Park Wardens, etc), Parks Canada shall provide:

- (a) a monthly allowance of \$50.00 for the purpose of maintaining a membership at a gym or fitness facility, pool, ice rink, cross-country ski trails, martial arts lessons or membership, etc., or for the purpose of purchasing exercise equipment to a maximum of \$600/year.
- (b) This allowance shall be paid for each calendar month for which the employee receives at least seventy-five (75) hours' pay.
- (c) Part-time and seasonal employees shall be entitled to the allowance on a pro-rata basis.

ARTICLE 64 – DURATION

RESERVE

APPENDIX "A" (TABLE OF CONTENTS BY GROUP) to "J"
APPENDIX "L" to "N"
Appendix "P" to "T"
APPENDIX "V" to "W"

RESERVE

***APPENDIX K – WORKFORCE ADJUSTMENT**

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

Area for bargaining:

- a. To better address emerging or current workforce adjustment situations
- b. Reduce instances of involuntary relocation
- c. Maximize employment opportunities by way of teleworking
- d. Modify language to the Selection of Employees for Retention or Layoff (SERLO) process to collective agreement and redefine to include equitable seniority for determining layoffs
- e. 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.
- f. Other improvements

APPENDIX “O” – LETTER OF AGREEMENT IN RESPECT OF THE STUDENT EMPLOYMENT

The Union proposes the renewal of Appendix “O” with small modifications.

APPENDIX “O”
LETTER OF AGREEMENT
BETWEEN
THE PARKS CANADA AGENCY
(HEREINAFTER CALLED THE AGENCY)
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(HEREINAFTER CALLED THE PSAC)
IN RESPECT OF THE
STUDENT EMPLOYMENT

Within ninety (90) days of ratification, Tthe Agency and the PSAC agree to create a sub-committee of the National Labour Management Consultation Committee (NLMCC). The sub-committee’s mandate will be to discuss issues regarding student employment.

The sub-committee will report to the NLMCC on the establishment of their terms of reference and on their findings and recommendations.

The creation of the sub-committee will be added to the agenda of the next NLMCC meeting.

Signed at Ottawa, this 23 **XX** day of the month of April 2013 **XXXX**.

The Union reserves the right to table further proposals in this Appendix subject to the outcomes of the work of the subcommittee.

APPENDIX “U”

MEMORANDUM OF UNDERSTANDING

**BETWEEN PARKS CANADA AGENCY (HEREINAFTER CALLED THE AGENCY) AND
THE PUBLIC SERVICE ALLIANCE OF CANADA (HEREINAFTER CALLED THE PSAC)
IN RESPECT TO A JOINT LEARNING PROGRAM**

This MOU is to give effect to the agreement reached between the Parks Canada Agency (PCA) and the Public Service Alliance of Canada (PSAC) with respect to a ~~potential~~ Joint Learning Program for Parks Canada employees.

The PCA and the PSAC agree to **continue to provide learning on common union-management issues through** ~~pursue a pilot project with respect to~~ the Joint Learning Program (JLP).

Starting on the date of ratification by the Union, the Agency agrees to provide **twenty thousand dollars (\$20,000) per month** ~~up to one hundred and fifty thousand dollars (\$150,000)~~ **to the PSAC-TBS Joint Learning Program** to fund the **Parks Canada’s participation in the PCA-PSAC one-year JLP pilot.**

Furthermore, the ~~parties agree to establish a~~ PCA and PSAC **agree to jointly approach the PSAC-TBS Joint Learning Program** ~~joint steering committee made up of equal number of representatives from both PCA and PSAC~~ within ninety (90) days of the signing of the Collective Agreement **to establish an ongoing partnership with the PSAC-TBS Joint Learning Program** ~~in order to govern the JLP pilot project based upon the specific learning and operational needs of the PCA. The steering committee will be responsible to establish terms of reference for the pilot based on objectives that include:~~

- Strengthen Union/Management relationships through the joint oversight, organisation, and delivery of workshops in locations across Canada;
- Provide employees with a positive, healthy, and respectful workplace through their participation in the JLP.
- Provide ~~pilot~~ evaluation results to inform both parties in their subsequent discussions concerning the JLP.

~~The joint steering committee will look at best practices available in other joint learning programs, including the PSAC-TBS Joint Learning Program.~~

~~This Memorandum of Understanding expires on August 4, 2025.~~

ARTICLE XX – PARK WARDENS

XX.01 Firearm Practice Time

- a) An employee who is required to carry a firearm in the course of their duties, shall be entitled to two (2) days per year for non-mandatory firearm practice. Such days shall be scheduled such that they are consistent with the employee's regular hours of work.**
- b) Any travel associated with a) above shall be subject to the National Joint Council Travel Directive.**

XX.02 Seasonal Status

From the date of signing of this Agreement, the Agency shall only hire Park Wardens in year-round positions (term or indeterminate). All pre-existing, seasonal Park Warden positions will become year-round, and the Park Wardens who already occupy those positions will be offered the year-round position at that same location, classification level and pay increment.

XX.03 Testing, Certification, Fitness, and Injuries

For the purposes of testing, certification, and qualifications, the Agency agrees that

- (a) Once trained, tested and certified in firearms, Use of Force, physical fitness, and designated as Peace Officers under the *Canada National Parks Act*, Park Wardens shall be given every reasonable opportunity to achieve recertification, at such times as it is required by the Agency.**
- (b) Park Wardens will not be held to a standard of physical fitness for initial recruitment, certifications, or re-certifications that is higher than that of the regular members of the Royal Canadian Mounted Police.**
- (c) If a Park Warden fails to meet the criteria for recertification as outlined in (a) and (b) above, the Employer shall make every reasonable effort to find another position for the employee within the Agency, or elsewhere within the Public Service. Such employees shall be salary protected, consistent with a Reinstatement Priority as detailed in the Parks Canada Staffing Policy.**
- (d) Any Park Warden who is injured in the line of duty as per Article 36 of this Agreement, or while on training or during certifications or testing, and is unable to complete the criteria for re-certification will also qualify under 3(c), with salary protection and placement in a different position in the Agency, or elsewhere within the Public Service.**

(e) The parties agree to develop and maintain a joint consultation committee with the Alliance to discuss the strategy for the placement of Park Wardens who are unsuccessful in re-certification, as described above.

XX.04 Park Warden Operational Working Group

(a) Structure: The Agency will work with the Alliance to establish a Park Warden Operational Working Group within 6 months of the signing of this Agreement. The Working Group will be composed of 3 representatives of the Alliance who are also operational Park Wardens or Park Warden Supervisors and 3 representatives of the Agency (at least 2 of which shall be from the Law Enforcement Branch).

(b) Mandate and Function: The Working Group will review issues related to Park Warden Operations, and make recommendations to Management, the VP of Operations, and the CEO. Such issues may include (but are not limited to) communications, operational budgets, officer safety issues, duty gear, integration with other functions, political interference, and other impacts on the Park Warden role as a peace officer.

XX.05. Supervisor Differentials*

A supervisor differential of 4% will be applied to the salaries of all Park Warden Supervisors (GT-PW-05) who supervise 3 or more staff. A supervisor differential of 6.5% will be applied to the salaries of all Park Warden Supervisors (GT-PW-05) who supervise 6 or more staff. These differentials shall be applied to the basic rate of pay.

XX.06 Instructor Allowance*

Park Wardens who are certified and instruct and/or certify/recertify other Park Wardens in Use of Force or Firearms, and who perform instructor/training duties shall receive an allowance of \$22.00 for each day, or part thereof, in which they perform these duties. This allowance will also be paid for any period preparing for training/certification sessions and travel to and from the training facility, or part thereof.

*** To be adjusted yearly with general economic increases, as per Article 61.06.**

XX.07 Park Warden Restructuring and Wage Adjustment.

RESERVE

RESERVE for the rest of the article pending the discussions about the law enforcement review.

ARTICLE XX – FIRST RESPONDERS

XX.01 Physical Fitness Provisions

The Employer recognizes that physical fitness is an operational requirement of Park Wardens, and Wildland Firefighter positions. Employees occupying these positions shall be entitled to two (2) hours per week of paid duty time for physical fitness training.

XX.02 Annual Allowance

The Employer shall provide an annual allowance of five thousand nine hundred and ninety-eight dollars (\$5,998) to incumbents of Parks Canada Visitor Safety Specialist and Visitor Safety Technician positions, and Wildland Firefighters. Employees shall be eligible for the allowance where they:

- a) are required in the performance of their duties to provide emergency medical response, search and rescue services, technical rescue, marine rescue, wilderness rescue, disaster response, other public safety functions and/or respond to wildland fires; and**
- b) maintain qualifications, certifications, and competencies required by the Employer to perform first responder duties.**
- c) An employee in a position outlined above shall be paid the annual allowance for each calendar month for which the employee receives at least seventy-five (75) hours' pay.**
- d) Part-time and seasonal employees shall be entitled to the allowance on a pro-rata basis.**

XX.03 Enhanced Life Insurance Coverage for Employees Occupying High-Risk Positions

Employees occupying designated high-risk operational positions within Parks Canada, including but not limited to Park Wardens, Visitor Safety Specialists, Visitor Safety Technicians, and Wildland Firefighters, shall be provided access to enhanced group life insurance coverage.

- a) The Employer shall make available to these employees' participation in the life insurance program currently available to Parks Canada executives, or an equivalent group life insurance program providing substantially similar coverage, rates, and eligibility.**
- b) Participation in the enhanced life insurance program shall be voluntary and employee-paid unless otherwise provided by the Employer.**

c) The Employer shall consult with the bargaining agent regarding implementation and administration of the program.

XX.04 Optional Early Retirement for Employees Who Work as First Responders

Parks Canada employees working as Visitor Safety Specialists and Technicians, Wildland Firefighters, Park Wardens, and other first responders will be given the option to retire without penalty after 25 years of cumulative service.

XX.05 Pregnant Employees

a) Where a fire personnel member or any other individual required to work in proximity to smoke and toxic or otherwise hazardous materials which can influence birth defects becomes pregnant or suspects that they have become pregnant, the member shall (at the member's request) be given access to protective reassignment to other duties in a safe environment, free from toxic or hazardous materials.

b) At the time of hiring, all employees shall be made aware of their rights related to accessing protective reassignment under this article.

XX.06 Personal Protective Equipment, Training and Supervision

a) "Adequate" in this section is defined as the general standard(s) in place for similar industries in Canada (federal, provincial/territorial, and municipal governments, and private business).

b) All first responders will be provided with personal protective equipment and level of training that is adequate for the tasks, and any costs associated with purchasing the appropriate personal protective equipment or costs for training will be borne by the Agency.

c) The Agency will ensure that supervision is adequate

XX.07 Rest periods

In addition to providing adequate personal protective equipment, in situations where first responders or any other employees are working in areas with poor air quality (eg: smoke), the Agency shall provide rest periods and areas with clean air to mitigate risk exposure. This can include, for example, removing the employee from the contaminated air.

XX.08 Health Impacts for Wildland Firefighters

In recognition of the highly hazardous work wildland firefighters do to help and protect

others, the Agency acknowledges wildland firefighters can be impacted by certain primary site cancers and cardiac arrests and that these are work-related. The Agency will work with the Alliance to develop parameters and guidelines around the presumption of these illnesses and entitlements for firefighters, based on the Yukon Workers' Safety and Compensation Board Firefighters' Presumption Policy.

XX.09 Deployment bonus: All wildland firefighters will receive a deployment bonus of \$45.00/day.

XX.10 Incident Management Teams

All National Incident Management Team (NIMT) members shall be paid standby pay (Article 26) for their NIMT shifts or as soon as the National Duty Officer puts their team on deck for deployment.

RESERVE

NEW ARTICLE XX – COMMUNITY EMERGENCY TRAINING ASSISTANCE LEAVE

XX.01 - Employees shall be granted up to five days leave with pay per year to employees who are taking firefighting, civil air search and rescue, ground search and rescue, and/or coast guard auxiliary training or providing assistance in any of these areas to the communities and/or places of work, where operational requirements permit the employee's absence. Employees may be granted additional leave with pay for purposes other than those specified including military or civil defense training, firefighting service and emergencies affecting the communities and/or the place of work.

NEW ARTICLE XX – TELEWORK

XX.01 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.

XX.02 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 Agency 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.03 It is understood that participation in telework is voluntary and that employees are not required to telework.

XX.04 The Agency will not impose caps on groups of employees on telework days that may be approved.

XX.05 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.06 The Agency 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 Agency shall provide the detailed reasons in writing.

XX.07 Employees with a telework agreement may elect to terminate the agreement with

reasonable notice to the Agency. The Agency will concede to such termination no later than twenty-eight (28) calendar days following receipt of such notice.

XX.08 The Agency may seek to modify or terminate an approved telework agreement on reasonable business grounds subject to clause XX.05. The Agency 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.09 Ad-hoc arrangements

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

XX.10 Provision of Equipment and Supplies

- a. Departments /Units 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.11 Notice to the Union

On a quarterly basis, the Agency shall provide to the Union, a list of all employees with telework agreements. The list shall include the employees name, position, classification, work unit location, remote work location, the number of days per week for which telework has been approved and personal contact information for each employee.

NEW ARTICLE XX – SAFE DISCLOSURE

- XX.01** The Agency and the Union recognize that the disclosure of wrongdoing is fundamental to the integrity, transparency, and accountability of the public service.
- XX.02** The Agency is committed to providing an environment where any employee who has information and reasonable grounds to believe there has been wrongdoing is encouraged to make a good faith disclosure.
- XX.03** Employees making good faith disclosure will be protected from discipline or any other type of retaliation, regardless of whether a wrongdoing is found to have occurred.
- XX.04** An employee who is otherwise undertaking action related to whistleblowing shall do so in accordance with the provisions of the Public Servants Disclosure Protection Act as it may be amended from time to time.
- XX.05** An employee shall be protected against any reprisal or penalties for exercising their rights as stipulated under the Act.
- XX.06** The Agency bears the burden of proving that actions taken against an employee following a disclosure are not an act of retaliation.
- XX.07** Employees shall have the right to union representation throughout the disclosure process.
- XX.08** Nothing in this article prohibits employees from reporting wrongdoing directly to the Public Sector Integrity Commissioner of Canada or any other appropriate oversight or law enforcement body, in accordance with applicable legislation.

NEW ARTICLE XX – MEDICAL AND DENTAL APPOINTMENT

XX.XX An employee shall be granted paid time off, for the greater of, up to 3.75 or 4 hours in accordance with the Hours of Work Code) or half their regularly scheduled hours, per visit, to attend their own personal medical or dental appointments. Any hours spent at the medical or dental appointments beyond the half day, may be deducted from the employee's sick leave credits. Additional time off with pay may be granted for the purpose of travel.

XX.XX An employee shall not be required to provide a medical certificate for sick leave of less than five (5) consecutive days.

NEW ARTICLE XX – LEAVE WITH INCOME AVERAGING

XX.01 Leave With Income Averaging:

Upon an employee's request and with the concurrence of the Agency, employees shall be entitled to reduce the number of weeks they work in any twelve (12) month period by taking leave without pay for a minimum of two (2) weeks to a maximum of three (3) months, with income averaged over the full twelve (12) month period. Pension and other benefits will be calculated as if the employee was on paid leave.

NEW ARTICLE XX – REPRODUCTIVE HEALTH SUPPORT

XX.01 For the purposes of this article, "reproductive health" refers to

- (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 Agency recognizes 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 Agency will approve reasonable requests for:

- a.** Work from home;
- b.** Flexible hours;
- c.** Workplace supports which prioritize comfort and wellbeing 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.

XX.04 Employees are entitled up ninety (90) hours of 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 Agency 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 five (5) days paid leave.

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

- a) fourteen consecutive 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 42, the total entitlement to paid and unpaid leave, including any leave described in XX.12(a) and (b), shall not exceed eighteen (18) weeks.

XX.12 The leave under XX.12 (a) may be taken in a single period of fourteen (14) consecutive calendar days, or in two (2) separate periods to a maximum of ten (10) working days.

Subsequent change required in Article 31 and 36 to add leave taken under XX.08 and XX.10(a).

ARTICLE XX – PAID MEAL PREMIUM

XX.01 It is recognized that operations may require some employees to stay on the job for a full scheduled shift and are unable to leave the workplace and/or take a meal break.

XX.02 When the Agency is unable to provide an employee with a meal break of at least one-half (1/2) hour during each full shift or when the employee is required to remain on call during their break, the employee will be compensated for their meal break in accordance with the applicable overtime provisions.

XX.03 Notwithstanding XX.02, for those employees who are required to be on call during all of their meal breaks due to the nature of their job, all time from the commencement to the termination of their shift shall be deemed time worked. These employees shall be paid, instead of the provisions in XX.02, an annual meal premium in the amount of \$5,000. This annual premium will be paid on a biweekly basis, and it will be subject to the economic increases provided for in the collective agreement. It will be paid only for the periods for which an employee is receiving regular pay (uninterrupted as a result of extended absence from work on leave with pay).

- a. An employee in a position outlined above shall be paid the annual allowance for each calendar month for which the employee receives at least seventy-five (75) hours' pay.
- b. Part-time and seasonal employees shall be entitled to the allowance on a pro-rata basis.

NEW ARTICLE XX – INDIGENOUS LANGUAGES

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 XX – DEFERRED SALARY PLAN

XX.01 The goal of the deferred payment leave plan is to provide full-time employees with the ability to take leave for a maximum of one year and fund this leave using the deferred salary of the previous year, which earns interest and is paid at the start of the leave period. Employees with at least 3 years of employment in their department are eligible to this leave plan under the conditions of this article.

- a) Eligible full-time employees must apply in writing, by January 31, to participate in the deferred payment leave plan, while specifying the selected salary deferment method.**
- b) The acceptance of the application, or its justified denial, must be sent in writing by May 1 of the year when the application is made.**
- c) Applications cannot be unreasonably denied.**
- d) The salary deferment period, the deferred amount, the duration of the leave, and the payment to the employees of the deferred salary and accrued interest must be established according to one of the following methods:**
 - (i) For one year, deduction of an amount representing up to half of the annual salary, followed by one year of leave;**
 - (ii) Each year for two years, deduction of an amount representing up to one third of the annual salary, followed by one year of leave;**
 - (iii) Each year for three years, deduction of an amount representing up to a quarter of the annual salary, followed by one year of leave;**
 - (iv) Each year for four years, deduction of an amount representing up to one fifth of the annual salary, followed by one year of leave;**
 - (v) Each year for five years, deduction of an amount representing up to one sixth of the annual salary, followed by one year of leave;**
 - (vi) The Agency and the employee can agree on a deduction that is different from those set out in clauses (i) to (v) above, if the percentage and the amount of the deduction during the targeted period does not exceed the ratio of the targeted leave period (as measured in months) divided by the participation period in the program (the fraction of the leave period over the sum of the deduction period and the leave period);**
- e) The program developed in application of this article must not include a deduction period exceeding seventy-two months, or a leave period exceeding twelve months;**

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

NEW ARTICLE XX – SOCIAL JUSTICE FUND

XX.01 The Agency shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such a contribution will be made for all hours worked by each employee in the bargaining unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC Social Justice Fund.

NEW ARTICLE XX – PROTECTIONS AGAINST CONTRACTING OUT

RESERVE

NEW APPENDIX XX – ADAPTING WORKPLACES TO CLIMATE CHANGE

XX.01 In recognition of employee's contribution to carbon reduction and lowering emissions, where the Agency requires an employee to attend a workplace in person, the Agency shall provide:

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

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

ARTICLE XX – CRITICAL INCIDENT LEAVE*

** Replaces Reserve on “New Article XX – Psychological Health and Safety”*

XX.01 For the purposes of this article, a critical incident is a traumatic event, outside the range of human experience, which could happen at work or in the community, which can cause a strong emotional reaction with the potential to affect one’s ability to cope with the after-effects.

XX.02 A traumatic event occurs when an employee is exposed to actual or threatened death, serious injury, or violence in one (or more) of the following ways:

- (a) Directly experiencing the event(s);**
- (b) Witnessing, in person, the event(s) as it occurred to others; or**
- (c) Experiencing repeated or extreme exposure to details of the traumatic event.**

Examples of traumatic events include, but are not limited to:

- a) Witnessing, responding to, or investigating a fatality or a horrific injury;**
- b) Being subjected to violence or the threat of violence;**
- c) Incidents involving lethal use of force, threat of force, or harm;**
- d) Any sort of serious incident, accident, or fatality relating to the employee’s peer group, family, or children;**
- e) Incidents where there is intense or negative media coverage; and**
- f) Other incidents deemed critical by management in consultation with the Regional EAP Coordinator and a mental health professional.**

XX.03 Critical incident stress debriefing shall be provided to all employees who have experienced a work-related traumatic event. Critical incident stress debriefing and appropriate support shall be made available for all employees who require it. Appropriate resources will be made available as soon as possible following the incident. Accessing support will be without loss of pay.

XX.04 The employer will make best efforts to ensure that employees who have experienced a work-related traumatic event can, at the employee’s discretion, be granted leave with pay for the remainder of their shift.

XX.05 Ongoing counseling services for Post-traumatic Stress Disorder (PTSD) and ongoing struggles with mental health related to workplace exposure, will be provided whenever it is requested by the employee, or by their immediate supervisor.

XX.06 In support of Park Wardens, Visitor Safety Specialists and any other first responders, who are exposed at a higher rate to critical incidents than other Parks Canada employees due to the nature of their work, the agency will establish:

- a) Peer-to-peer networks to provide support to employees; and**
- b) Mental health training for first responders.**

ARTICLE XX – EMPLOYEE WELLNESS FUND

XX.01 Effective the date of signature of the collective agreement, the Employer shall establish an Employee Wellness Fund for the benefit of eligible bargaining unit members. Each eligible employee shall be entitled to a Wellness Fund benefit of five hundred dollars (\$500.00) per calendar year. This clause is in addition to entitlements on 62.07.

XX.02 The Wellness Fund may be used, at the employee's sole discretion, for materials, services, programs, memberships, activities, or other expenses that support the employee's physical, mental, emotional, social, or holistic wellbeing.

XX.03 Eligible expenses may include, but are not limited to, fitness and recreational activities, wellness programs, educational materials, personal development activities, mindfulness and stress-management activities, and other goods or services reasonably connected to an employee's overall wellbeing.

NEW ARTICLE – PENSIONABLE ALLOWANCES

RESERVE

**NEW APPENDIX XX – MEMORANDUM OF UNDERSTANDING BETWEEN PARKS CANADA AND
THE PUBLIC SERVICE ALLIANCE OF CANADA WITH REPECT TO THE IT COMMUNITY TRAINING
AND DEVELOPMENT FUND**

RESERVE

NEW ARTICLE XX – STUDENT EMPLOYMENT

- XX.01 “Students” for the purposes of this Article means students hired under legitimate student programs. Those not hired under legitimate student programs shall be bargaining unit members.**
- XX.02 “Legitimate student programs” consist of the Federal Student Work Experience Program (FSWEP), the Research Affiliate Program, the Youth Employment and Skills Strategy Program or the Post-Secondary Co-operative Education and Internment program.**
- XX.03 Students shall not be used to either displace bargaining unit employees or to avoid filling bargaining unit positions.**
- XX.04 Overtime work shall be offered on an equitable basis to employees (bargaining unit members) consistent with Article 24 Overtime. Should no employee accept the offered overtime, the Employer may offer the overtime to students.**
- XX.05 The Agency shall ensure that students receive adequate training and supervision, and shall ensure that students are not exposed to dangerous or unsafe working conditions and are covered by the provisions of the Canada Labour Code part II. Students shall not be assigned any duties related to the dam operations.**
- XX.06 The parties shall meet within ninety (90) days of ratification to discuss and agree upon the terms and conditions under which those students assigned might carry out their assigned duties. Such terms and conditions shall include wage rates.**
- XX.07 For any new federal student program to be considered as “Legitimate student programs” for the purpose of XX.02 will need to be added in consultation with the Union.**