



TREASURY BOARD NEGOTIATIONS 2025

**Bargaining Demands for the
Technical Services (TC) Group**

June 18-19, 2025

Table of Contents

PREAMBLE	4
RESERVE	5
ARTICLE 2 – INTERPRETATION AND DEFINITIONS	6
ARTICLE 3 – APPLICATION.....	7
ARTICLE 10 – INFORMATION	8
ARTICLE 13 – EMPLOYEE REPRESENTATIVES	9
ARTICLE 14 – LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS.....	10
ARTICLE 17 – DISCIPLINE	12
ARTICLE 19 – NO DISCRIMINATION	14
ARTICLE 20 – SEXUAL HARASSMENT AND ABUSE OF AUTHORITY	17
ARTICLE 23 – JOB SECURITY	21
ARTICLE 24 – TECHNOLOGICAL CHANGE.....	22
NEW ARTICLE XX – EMPLOYEE PRIVACY AND DATA SECURITY	22
NEW ARTICLE XX –THE DIGITAL WORKPLACE: INTRODUCTION OF ARTIFICIAL INTELLIGENCE	22
ARTICLE 25 – HOURS OF WORK	23
ARTICLE 27 – SHIFT AND WEEKEND PREMIUMS	25
ARTICLE 28 – OVERTIME	26
ARTICLE 30 – STANDBY	28
ARTICLE 32 – DESIGNATED PAID HOLIDAYS	29
ARTICLE 34 – TRAVELLING TIME.....	30
ARTICLE 38 - VACATION LEAVE WITH PAY	31
ARTICLE 39 – SICK LEAVE WITH PAY	32
NEW – MEDICAL AND DENTAL APPOINTMENTS.....	34
ARTICLE 40 – MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES	35
ARTICLE 42 – MATERNITY LEAVE WITHOUT PAY	36
ARTICLE 44 – PARENTAL LEAVE WITHOUT PAY	37
ARTICLE 47 – LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES.....	38
ARTICLE 49 – PERSONAL LEAVE WITH PAY	40
ARTICLE 51 – BEREAVEMENT LEAVE WITH PAY	41
ARTICLE 54 – EDUCATION LEAVE WITHOUT PAY, CAREER DEVELOPMENT LEAVE WITH PAY AND EXAMINATION LEAVE WITH PAY	43
ARTICLE 55 – LEAVE FOR TRADITIONAL INDIGENOUS PRACTICES	46
ARTICLE 56 – DOMESTIC VIOLENCE LEAVE	47
ARTICLE 61 – EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES.....	49

ARTICLE 64 – DANGEROUS GOODS	52
NEW ARTICLE – CONFINED SPACE, WORKING AT HEIGHTS, AND DRIVING HEAVY VEHICLE ALLOWANCE	53
ARTICLE 65 – PART TIME EMPLOYEES	54
ARTICLE 67 – PAY ADMINISTRATION.....	56
APPENDIX A, APPENDIX A-1, AND VARIOUS WAGES, ALLOWANCES AND RATES OF PAY.....	57
APPENDIX B – MEMORANDUM OF UNDERSTANDING CONCERNING EMPLOYEES IN THE GENERAL TECHNICAL GROUP , EMPLOYED BY THE DEPARTMENT OF FISHERIES AND OCEANS AT A FISH HATCHERY	58
APPENDIX O – MOA IN RESPECT OF AN OFF PAY SUPPLEMENTAL UNEMPLOYMENT BENEFIT (SUB) PLAN APPLICABLE TO EMPLOYEES IN THE PI GROUP AT THE CANADIAN GRAIN COMMISSION	59
APPENDIX R – SPECIAL CONDITIONS APPLICABLE TO CERTAIN AIRCRAFT MAINTENANCE ENGINEERS	60
APPENDIX T – WORKFORCE ADJUSTMENT.....	61
VARIOUS ENFORCEMENT WORKERS	62
NEW ARTICLE – SAFE DISCLOSURE	63
NEW ARTICLE – LEAVE WITH INCOME AVERAGING	64
NEW ARTICLE – REPRODUCTIVE HEALTH SUPPORT.....	65
NEW ARTICLE – INDIGENOUS LANGUAGES	68
NEW ARTICLE – PAID MEAL PREMIUM	69
NEW ARTICLE – TELEWORK.....	70
NEW ARTICLE – SOCIAL JUSTICE FUND	72

PREAMBLE

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

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

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

Where the word RESERVE appears or where there is a reference to discussion on a particular item, it means that the Union reserves the right to make demands at a later date. In particular, the Public Service Alliance of Canada reserves the right to introduce a comprehensive wage proposal at an appropriate time during negotiations.

If neither party has a proposal on a specific clause or article, that clause or article shall be renewed.

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

RESERVE

Editorial changes

Gender inclusive language

Adapting Workplaces to Climate Change

Pension Reform

Article 46 – Caregiving Leave

Article 69 – Duration

Appendix A, A-1

Appendix C Memorandum of Agreement Concerning Fishery Officers in the General Technical Group, Working on Off-Shore Surveillance in the Department of Fisheries and Oceans

Appendix H Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada With Respect to a Joint Learning Program

Appendix M Hours of Work for Employees in the Primary Products Inspection (PI) Group

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

Appendix FF Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada with Respect to a Joint Review on Employment Equity, Diversity, and Inclusion Training and Informal Conflict Management Systems

Appendix GG Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada With Respect to Occupational Group Structure Review and Classification Reform for the Technical Services (TC) Bargaining Unit

Appendix HH Memorandum of Understanding between the Treasury Board and the Public Service Alliance of Canada With Respect to Mental Health in the Workplace

Appendix JJ Memorandum of Agreement With Respect to Implementation of Union Leave

New Appendix Group-specific provisions for RCMP Civilian Members

ARTICLE 2 – INTERPRETATION AND DEFINITIONS

NEW

“Rate of pay”

means the employees annual rate of pay plus any retention, recruitment and/or terminable allowances.

ARTICLE 3 – APPLICATION

NEW

- 3.04 The Employer agrees that when an employee is denied access to a provision of this agreement based on operational requirements, the Employer 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.**

ARTICLE 10 – INFORMATION

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

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

NEW

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

~~10.02~~

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

ARTICLE 13 – EMPLOYEE REPRESENTATIVES

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

- 13.01 The Employer acknowledges the right of the Alliance to appoint or otherwise select employees, **including, but not limited to, employees elected as officials of the Alliance**, as representatives.
- 13.02 The Alliance and the Employer shall endeavour in consultation to determine the jurisdiction of each representative, having regard to the plan of organization, the number and distribution of employees at the workplace and the administrative structure implied by the grievance procedure. Where the parties are unable to agree in consultation, then any dispute shall be resolved by the grievance/adjudication procedure.
- 13.03 The Alliance shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 13.02.
- 13.04
- a. A representative shall **be granted** ~~obtain~~ the permission of his or her immediate supervisor before leaving his or her work to investigate employee complaints ~~of an urgent nature~~, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his or her supervisor before resuming his or her normal duties.
 - b. Where practicable, when management requests the presence of an Alliance representative at a meeting, such request will be communicated to the employee's supervisor.
 - c. An employee shall not suffer any loss of pay when permitted to leave his or her work under paragraph (a).
- 13.05 The Alliance shall have the opportunity to have an employee representative introduced to new employees as part of the Employer's ~~formal~~ orientation programs, where they exist, **or within fifteen (15) business days from hiring where they do not exist.**

ARTICLE 14 – LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

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

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

- 14.12 ~~Subject to operational requirements, t~~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

- 14.13 When such a request is made to an authorized manager, the Employer will grant leave without pay to an employee designated by the Alliance to take part in a union activity other than those listed above. This leave will be granted except in exceptional situations.**

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

~~14.13~~

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

Leave without pay for election to an Alliance office

- 14.15** The Employer will grant leave without pay, **without loss of seniority**, to an employee who is elected as a full-time official of the Alliance within one (1) month after notice is given to the Employer of such election. The duration of such leave shall be for the period the employee holds such office.

NEW

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

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

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

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

~~14.15~~

14.19 Leave granted to an employee under clauses 14.02, 14.09, 14.10, 14.12 and ~~14.14 14.13~~ will be with pay and the PSAC will reimburse the employer for the salary and benefit costs of the employee during the period of approved leave with pay according to the terms established by joint agreement.

NEW

Travel time

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

ARTICLE 17 – DISCIPLINE

NEW

17.01 It is recognized by the Parties that discipline should normally be progressive and the aim is that of correction. Discipline will be applied fairly and for just cause.

~~17.01~~

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

~~17.02~~

17.03

- 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 or her or to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Alliance attend the meeting. **The representative may participate in good faith in the discussion and contribute to the clarification of the situation.** Where practicable, the employee shall receive a minimum of two (2) days' notice of such a meeting.

NEW

- b. **Reasonable effort 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 in a reasonable length of time, that should not exceed twelve (12) months.**

~~17.03~~

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

~~17.04~~

17.05 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.

NEW

17.06 In the case of discharge and discipline, the burden of proof of just cause shall rest with the Employer. The evidence presented shall pertain only to the grounds stated in the letter of discipline to the employee.

~~17.05-~~

17.07 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.**

NEW

17.08 Any and all records of discipline shall be treated in accordance with 17.07.

17.09 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 employer during the investigative process.

17.10 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.

Discussion item:

The employee has the right to know if surveillance data is used during investigations

ARTICLE 19 – NO DISCRIMINATION

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

NEW

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

~~19.02~~

19.03 With respect to a grievance filed in relation to this Article:

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

~~19.03~~

19.04 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination. The selection of the mediator will be by mutual agreement.

NEW

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

19.06 Selection of Investigator

If the occurrence is not resolved an investigation of the occurrence must be carried out. The factors considered for the joint selection of an investigator shall include the candidates' impartiality, the completion of necessary training that includes the comprehension of intersectionality, and, from the viewpoint of the complainant, their fit with the candidates'

lived experience, background, and possible membership in a designated employment-equity and/or equity-deserving group(s).

19.07 The statement of work for the investigator shall include:

- a. an obligation for the investigator to contact all relevant witnesses,**
- b. a commitment to meet all willing witnesses provided by the parties,**
- c. an expected completion date of both the investigation and submission by the investigator of their report,**
- d. a requirement to gather and analyze all information,**
- e. a requirement to interview relevant parties (e.g. principal party, responding party, and all witnesses) about the workplace complaints under this article,**
- f. a commitment to determine whether the allegation(s) constitute(s) any action, conduct, threat or gesture of a person towards an employee in their workplace that can reasonably be expected to cause harm, injury or illness to that employee,**
- g. a commitment to determine the nature of the workplace discrimination and contributing factors, and identify additional measure(s), and root causes; and,**
- h. a commitment to provide recommendations to prevent reoccurrence or further occurrences of workplace discrimination.**
- i. The investigator will conduct all interviews in a fair, impartial, professional manner and will respect the rights and dignity of all parties involved. The investigator is permitted assistance such as translation and transcription. However, subcontracting of this contract is not permitted and the investigator is the individual to which this contract applies.**

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

~~19.04~~

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

NEW

19.10 The Employer shall track all reported incidents of discrimination, including how they were addressed and provide an annual report to the Alliance and the Centre of Expertise on Diversity and Inclusion.

Training

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

ARTICLE 20 – ~~SEXUAL HARASSMENT~~ AND ABUSE OF AUTHORITY

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

20.02 Definitions:

- a. **Harassment, violence or bullying includes any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation, or other physical or psychological injury, or illness to an employee, their dignity or their reputation, including any prescribed action, conduct or comment. This includes all types of harassment and violence, including sexual harassment, sexual violence and domestic violence. Harassment can also be expressed on the basis of the prohibited ground of discrimination as defined in article 19.01 and in the *Canadian Human Right Act*.**
- b. **Abuse of authority occurs when an individual or group of individuals uses the power and authority inherent in their position or occupation, and/or influence to threaten, endanger an employee's job, potentially undermine the employee ability to perform that job, threaten the economic livelihood of that employee or in any way interfere with or influence the career reputation or dignity of the employee. It may include intimidation, removal of resources, unfair or abusive control of resources and/or information, removal of meaningful valued work and/or making an individual redundant, threats, loss of dignity, blackmail or coercion.**

20.03 Employees who experience harassment, sexual harassment or violence may submit a grievance to seek remedy and/or exercise their rights to report an occurrence as per Part II of the *Canada Labour Code (CLC)* process, and/or file a complaint with the Canadian Human Rights Commission.

Grievance Process

~~20.02~~

20.04 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.

20.03

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

NEW

Regulatory Process

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

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

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

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

Investigations, General provisions

20.10 Selection of Investigator

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

20.11 The statement of work for the investigator shall include:

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

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

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

~~20.04~~

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

NEW

Training

20.14 On an annual basis, the Employer shall provide mandatory qualified instructor led, facilitated and interactive training to all employees regarding harassment, sexual harassment, violence in the workplace, and intersectionality. Such training shall include information about relevant policies, processes, the applicable legislation, regulations, be specific to the culture, conditions and activities of the workplace, the relationship between work place harassment and violence and the prohibited grounds of discrimination set out in subsection 3(1) of the Canadian Human Rights Act, the regulations and available complaint mechanisms. Time spent in training shall be considered as time worked.

ARTICLE 23 – JOB SECURITY

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

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

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

~~23.03 Where practicable and when indeterminate employees are affected by workforce adjustment situations, and provided the employee is capable of performing the necessary work, preference shall be given to their retention over re-engaging a contractor.~~

NEW

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

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

23.04 Where a person has been employed in the same department/agency as a term employee for a cumulative working period of three (3) years without a break in service longer than sixty (60) consecutive calendar days, the department/agency shall appoint the employee indeterminately at the level of his/her substantive position. The "same department" includes functions that have been transferred from another department/agency by an Act of Parliament or by an Order-in-Council.

23.05 The Employer agrees not to artificially create a break in service or reduce a term employee's scheduled hours in order to prevent the employee from attaining indeterminate status.

ARTICLE 24 – TECHNOLOGICAL CHANGE

The Union reserve the right to table further proposals under Article 24 including but not limited to a new article on the use of Artificial Intelligence and surveillance in the workplace.

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

NEW ARTICLE XX – EMPLOYEE PRIVACY AND DATA SECURITY

- Employees have a fundamental right to privacy.
- Employees have a right to know what is tracked, access data.
- No discriminatory data collection, use
- Data security

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

- Impact of AI/Emerging Tech (roles, career paths, responsibilities, workload distribution, etc.)
- No job loss/reduction in salary etc. due to AI.
- Clear guidelines for employees on AI use and AI training.
- Paid AI training, including some mandatory training (e.g. when AI is major part of job, major changes, automatic decision making).
- Employee responsibility and input in managing their career (i.e. employees encouraged to identify specific interest in career development/training to employer).

ARTICLE 25 – HOURS OF WORK

NEW

25.XX Unless specified elsewhere in this Collective Agreement, an employee is under no obligation to engage in work-related communications including, but not limited to, answering calls or emails, outside of normal working hours, nor shall they be subject to discipline or reprisals for exercising their rights under this clause.

25.04 An employee required by the Employer to work overtime consistent with Article 28 shall receive a minimum of ten (10) hours consecutive hours of rest. Any pre-scheduled hours that fall within said ten (10) hour rest period shall be considered hours worked.

[...]

Shift work

~~25.09~~

25.10

- d. Every reasonable effort shall be made by the Employer:
 - i. not to schedule the commencement of a shift within ~~eight (8)~~ **ten (10)** hours of the completion of the employee's previous shift;

~~25.10~~

25.11 Notice of change of schedule for shift workers

If an employee is given less than seven (7) days' advance notice of a change in his or her shift schedule, the employee **will be paid for the first scheduled shift at the rate of time and one half for the first seven and half hours and double time thereafter** ~~receive a premium rate of time and one half (1 1/2) 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 his or her 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.

~~25.11~~

25.12 Before the Employer changes day workers into shift workers, or changes shift workers into day workers, the Employer, in advance, ~~will~~ **shall** consult with the Alliance on such hours of work, and in such consultation, **shall provide**

justification will show that such hours are required to meet the long term needs of the public and/or efficient operations.

[...]

~~25.16~~

25.17 When an Employee in the ~~Engineering and Scientific Support Group, employed by the Department of Fisheries and Oceans and engaged in Scientific Research and Monitoring,~~ is working aboard an offshore vessel and an unforeseen or unplanned event interferes with the employee's ability to perform work and the employee remains captive, whether on a regularly scheduled day of work or a day of rest, the employee shall be paid the greater of:

- a. their ~~regularly~~ scheduled hours of work at the **applicable** ~~straight-time~~ rate of pay; or
- b. seven decimal five (7.5) hours at the straight-time rate per day;
- c. the applicable rate of pay for all hours worked.

Discussion items:

- The Union wishes to discuss a reduction in the normal hours of work to 35 hours per week with no reduction in annual pay.
- The Union wishes to discuss minimum rest periods between shifts.

The union reserves the right to table proposals on any and all of the items listed above.

ARTICLE 27 – SHIFT AND WEEKEND PREMIUMS

27.01 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 16:00 and ~~08:00~~ **00:00**. ~~The shift premium will not be paid for hours worked between 08:00 and 16:00.~~
- b. **An employee working on shifts will receive a shift premium of eight dollars (\$8.00) per hour for all hours worked, including overtime hours, between 00:00 and 08:00.**

27.02 Weekend premium

- a. An employee working on shifts during the weekend will receive an additional premium ~~five~~ **two** dollars ~~and twenty-five cents (\$2.25.00)~~ per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.
- b. Where Saturday and Sunday are not recognized as the weekend at a mission abroad, the Employer may substitute two (2) other contiguous days to conform to local practice.

ARTICLE 28 – OVERTIME

28.01 ~~Each fifteen (15) minute period of eOvertime shall be compensated for at double (2) time. the following rates:~~

- a. ~~time and one half (1 1/2) double (2) time except as provided for in paragraph 28.01(b);~~
- b. ~~double (2) time for each hour of overtime worked after fifteen (15) hours' work in any twenty four (24) hour period or after seven decimal five (7.5) hours' work on the employee's first (1st) day of rest, and for all hours worked on the second (2nd) or subsequent day of rest. Second (2nd) or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.~~

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

[...]

28.06

- a. If an employee is given instructions before the beginning of the employee's meal break or before the midpoint of the employee's workday whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to the employee's work period, the employee shall be paid for the time actually worked, or a minimum of two (2) hours' pay at straight time, whichever is the greater.
- b. If an employee is given instructions, after the midpoint of the employee's workday or after the beginning of his or her meal break whichever is earlier, to work overtime on that day and reports for work at a time which is not contiguous to the employee's work period, the employee shall be paid for the time actually worked, or a minimum of three (3) hours' pay at straight time, whichever is the greater.

NEW

28.XX 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.

Meal allowance

28.10

- 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 (\$12.00), except where free meals are provided.~~

- b. When an employee works overtime continuously extending three (3) 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 (\$12.00)~~ for each additional three (3) hour period thereafter, ~~except where free meals are provided.~~
- c. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.
- d. Meal allowances under this clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

ARTICLE 30 – STANDBY

The Union reserves the right to table further proposals under Article 30.

- 30.01 Where the Employer requires an employee to be available on standby during off-duty hours, such employee shall be compensated at the rate of **two** half (4/2) hours for each four (4) hour period or part thereof for which the employee has been designated as being on standby duty.
- 30.02 An employee designated by letter or by list for standby duty shall be available during his or 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 Employer will endeavour to provide for the equitable distribution of standby duties.
- 30.03 In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.
- 30.04 No standby payment shall be granted if an employee is unable to report for work when required.
- 30.05 An employee on standby who is required to report to work shall be compensated in accordance with 29.01 **and 28.06(c)**.
- 30.06 ~~Other than when required by the Employer to use a vehicle of the Employer 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 his or her residence shall not constitute time worked.

NEW

- 30.07 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 32 – DESIGNATED PAID HOLIDAYS

32.01 Subject to clause 32.02, the following days shall be designated paid holidays for employees:

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

32.05 When an employee works on a holiday, he or she shall be paid **double (2)** time ~~and one half (1 1/2)~~ for all hours worked ~~up to seven decimal five (7.5) hours and double (2) time thereafter~~, in addition to the pay that the employee would have been granted had he or she not worked on the holiday

ARTICLE 34 – TRAVELLING TIME

[...]

34.04 ~~If an employee is required to travel as set forth in clauses 34.02 and 34.03:~~

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

- ~~a. on a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day~~
- ~~b.~~
- a. on a normal working day ~~on which the employee travels and works, the employee shall be paid:~~
 - i. his or her regular pay for the day for a combined period of travel and work ~~not exceeding his or her regular scheduled working hours;~~
 - and
 - ii. at the applicable overtime rate for additional travel and/or work time in excess of his or her regular 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 hours travelled ~~to a maximum of fifteen (15) hours pay at the straight time rate of pay.~~

[...]

34.09 Travel status leave

- a. An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his or her permanent residence for twenty (20) nights during a fiscal year shall be granted ~~seven decimal five (7.5)~~ **ten (10)** hours off with pay. The employee shall be credited with one **half hour (1/2) off** ~~one (1) additional period of seven decimal five (7.5) hours~~ for each additional **night up to fifty (50) nights and one (1) hour per night for any additional night after, twenty (20) nights** that the employee is away from his or her permanent residence ~~to a maximum of one hundred (100) additional nights.~~

ARTICLE 38 - VACATION LEAVE WITH PAY

[...]

Accumulation of vacation leave credits

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

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

[...]

ARTICLE 39 – SICK LEAVE WITH PAY

Credits

39.01

- a. An employee shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which the employee receives pay for at least seventy-five (75) hours.
- b. A shift worker shall earn additional sick leave credits at the rate of one decimal two five (1.25) hours for each calendar month during which he or she works shifts and he or she receives pay for at least seventy-five (75) hours. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used one hundred and twelve decimal five (112.5) hours of sick leave credits during the current fiscal year.

NEW

- c. **An employee is entitled to sick leave with pay to the extent of the employee's earned credits but an employee who has completed six (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the current fiscal year.**

Granting of sick leave

39.02 An employee shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness, or injury provided that:

- a. he or she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer,
and
- b. he or she has the necessary sick leave credits.

39.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness, or injury he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 39.02(a).

39.04 **Employees shall not be required to provide a medical certificate for periods of absence of less than five (5) consecutive days.** When a medical certificate is requested by the Employer, the employee will be reimbursed for the cost of the certificate, ~~to a maximum of thirty-five dollars (\$35.00), upon provision of acceptable proof, for periods of absence of three (3) consecutive days or less.~~ **Employees required to provide a medical certificate shall be granted leave with pay for all time associated with the obtaining of said certificate.**

- 39.05 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 39.02 (sick leave) with pay **shall** ~~may, at the discretion of the Employer,~~ be granted to an employee for a period of up to **two hundred and twenty-five (225)** ~~one hundred and eighty-seven decimal five (187.5)~~ hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.
- 39.06 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.
- 39.07 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.

NEW

- 39.08 At the employee's request, the Employer may grant additional sick leave with pay for instances other than those specified in 39.05. Such leave shall not be unreasonably denied.**
- 39.09 A new employee who previously worked for another employer listed as specified in Schedule V of the *Financial Administration Act* shall be credited with the balance of their sick leave credits with the previous employer, in hours, provided the employee can show evidence of such credits.**

NEW – MEDICAL AND DENTAL APPOINTMENTS

XX.XX An employee shall be granted paid time off, for the greater of, up to 3.75 hours 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.

ARTICLE 40 – MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

Rename to: Medical Appointments for Pregnancy-Related Care

40.01 Up to the **greater of**, three decimal seven five (3.75) hours **or half their regularly scheduled hours**, of ~~reasonable~~ time off with pay will be granted to

- a. pregnant employees for the purpose of attending ~~routine~~**required 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 may be granted for the purpose of travel.

~~**40.02** 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 42 – MATERNITY LEAVE WITHOUT PAY

RESERVE

The Union reserve the right to table further proposals under Article 42 including but not limited to:

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

ARTICLE 44 – PARENTAL LEAVE WITHOUT PAY

RESERVE

The Union reserve the right to table further proposals under Article 44 including but not limited to:

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

ARTICLE 47 – LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

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

- a. spouse (or common-law partner resident with the employee);
- b. children (including foster children, stepchildren or children of the spouse or common-law partner, ward of the employee), grandchild;
- c. parents (including stepparents or foster parents);
- d. father-in-law, mother-in-law, brother, sister, stepbrother, stepsister, **brother-in-law, sister-in-law, daughter-in-law, son-in-law**, grandparents of the employee;
- e. any relative permanently residing in the employee's household or with whom the employee permanently resides;
- f. any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee; or
- g. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

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

47.03 Subject to clause 47.02, the Employer 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, if the supervisor was notified of the functions as far in advance as possible; (if the supervisor was notified of the functions as far in advance as possible;)
- f. to provide for the employee's child in the case of an ~~unforeseeable~~ closure of the school or daycare facility;

NEW

- g. to provide for the employee's child where there is no other childcare available.**

~~g.~~

- h. to visit a family member who, ~~due to an incurable terminal illness~~, is nearing the end of their life;**

NEW

- i. 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;**

- j. ~~fifteen (15) hours out of the thirty-seven decimal five (37.5) hours stipulated in clause 47.02 above may be used to attend an appointment 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.~~**

47.04 Where in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 47.03(b) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

NEW

47.06 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 seventy-five (75) hours.

ARTICLE 49 – PERSONAL LEAVE WITH PAY

- 49.01** ~~Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the~~ **An** employee shall be granted, in each fiscal year, **twenty two decimal five (22.5)** ~~fifteen (15)~~ hours of leave with pay for reasons of a personal nature. ~~This leave can be taken in periods of seven decimal five (7.5) hours or three decimal seven five (3.75) hours each.~~
- 49.02** ~~The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leaves at such times as the employee may request.~~

ARTICLE 51 – BEREAVEMENT LEAVE WITH PAY

The Union reserve the right to table further proposals under Article 51.

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

NEW

- a. **any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee;**

a.

- b. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. ~~An employee shall be entitled to bereavement leave under 51.01(a) only once during the employee's total period of employment in the public service.~~

51.02 When a member of the employee's family dies, an employee shall be entitled to bereavement leave with pay. Such bereavement leave, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period, the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. ~~In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.~~

- a. At the request of the employee, such bereavement leave with pay may be taken in a single period of **fourteen (14)** ~~seven (7)~~ calendar days or may be taken in two (2) periods to a maximum of **ten (10)** ~~five (5)~~ working days.
- b. When requested to be taken in two (2) periods,
 - i. the first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and
 - ii. the second period must be taken **twenty-four (24)** ~~no later than twelve (12)~~ 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 purposes of travel for these two (2) periods.

51.03 An employee is entitled to **two (2)** ~~one (1) day's~~ **days'** bereavement leave with pay for a purpose related to the death of his or her aunt or uncle, **niece or nephew**, brother-in-law or sister-in-law, **cousin**, and grandparents of spouse.

NEW

51.04 In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

~~51.04~~

51.05 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 51.02 and 51.03, 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.

~~51.05~~

51.06 It is recognized by the parties that circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 51.02 and 51.03.

NEW

51.07 The employer 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, at the discretion of the employer. The employee may be required to provide appropriate proof of the animal's death if requested by the employer.

51.08 An employee is entitled to bereavement leave with pay in the event of the death of a family member in respect of whom the employee is, at the time of the death, on leave under 46.01. Such bereavement leave, as determined by the employee, may be taken during the period that begins on the day on which the death occurs and ends six weeks after the day on which the memorial commemorating the deceased person occurs. At the request of the employee, such bereavement leave with pay may be taken in a single period of fourteen (14) consecutive calendar days or may be taken in two (2) periods to a maximum of ten (10) working days.

ARTICLE 54 – EDUCATION LEAVE WITHOUT PAY, CAREER DEVELOPMENT LEAVE WITH PAY AND EXAMINATION LEAVE WITH PAY

Education leave without pay

- 54.01 The Employer recognizes the usefulness of education leave. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.
- 54.02 At the Employer's discretion, an employee on education leave without pay under this article may receive an allowance in lieu of salary of up to one hundred per cent (100%) of the employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
- 54.03 Allowances already being received by the employee may at the discretion of the Employer be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- 54.04 As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.

If the employee:

- a. fails to complete the course;
- b. does not resume employment with the Employer on completion of the course; or
- c. ceases to be employed, except by reason of death or layoff, before termination of the period he or she has undertaken to serve after completion of the course,

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

NEW

54.05 In the event there are more requests subject to 54.01 than the Employer can accommodate, requests shall be granted in a fair and equitable manner.

54.06 The Employer shall not unreasonably deny employee requests for leave without pay for educational opportunities outside of those that meet the criteria contained in 54.01. Upon written request from the employee, the employer shall provide a written explanation when requests have been denied.

Career development leave with pay

~~54.05~~

54.07

- a. Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering his or her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
 - i. a course given by the Employer;
 - ii. a course offered by a recognized academic institution;
 - iii. a seminar, convention or study session in a specialized field directly related to the employee's work.
- b. Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in paragraph 54.05(a) above. The employee shall receive no compensation under Article 28 (overtime), and Article 34 (travelling time), of this collective agreement during time spent on career development leave provided for in this clause.
- c. Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

NEW

54.08 In the event there are more requests subject to 54.05 than the Employer can accommodate, requests shall be granted in a fair and equitable manner.

54.09 The Employer shall not unreasonably deny employee requests for career development leave with pay outside of those that meet the criteria

contained in 54.05. Upon written request from the employee, the employer shall provide a written explanation when requests have been denied.

Indigenous Language Training

54.10 The Employer shall support the efforts of Indigenous peoples to reclaim, revitalize, maintain and strengthen Indigenous languages and support and promote the use of Indigenous languages, including Indigenous sign languages by providing paid leave and funding to First Nations, Inuit and Métis Employees to attend said language training.

ARTICLE 55 – LEAVE FOR TRADITIONAL INDIGENOUS PRACTICES

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

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

55.02 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.

55.03 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.

55.04 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) hours.

ARTICLE 56 – DOMESTIC VIOLENCE LEAVE

56.01 Domestic violence leave

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

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

the Employer will approve any reasonable request from an employee experiencing domestic violence for:

- i. Changes to their work pattern, location or hours;**
- ii. Job assignment;**
- iii. Job transfer or relocation;**
- iv. Working remotely**
- v. A change to their telephone number or email address to avoid harassing contact; and/or**
- vi. Any other appropriate measure, including those available under existing flexible work arrangements.**

d. f. Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this article shall, when delivered to the Employer, be considered as meeting the requirements of this article.

e. g. Notwithstanding clauses 56.01(b) and 56.01(c), an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

ARTICLE 61 – EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

61.01

- 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 Employer's representative(s) who assess(es) an employee's performance must have observed or been aware of the employee's performance for at least one half (1/2) of the period for which the employee's performance is evaluated.
- c. An employee has the right to make written comments to be attached to the performance review form.

NEW

- d. **The employer 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.**
- e. **The employee shall be entitled to be accompanied by a union representative or employee of their choosing during all discussions related to the employee's performance.**

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

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

~~61.02~~

61.04

- a. Prior to an employee performance review the employee shall be given:
 - i. the evaluation form which will be used for the review;

- ii. any written document which provides instructions to the person conducting the review;
- b. if during the employee performance review, either the form or instructions are changed they shall be given to the employee.

NEW

61.04 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.

Development Plans

61.05 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.

61.06 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.

61.07 Development plans shall be implemented within a reasonable timeframe.

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

~~61.03~~

61.09 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.

~~61.04~~

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

Discussion items:

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

ARTICLE 64 – DANGEROUS GOODS

RESERVE

64.01 An employee certified pursuant to the *Transportation of Dangerous Goods Act* and who is assigned **responsibilities under the act** ~~the responsibility for packaging and labelling, of dangerous goods for shipping in accordance with the above act,~~ shall receive a monthly allowance of seventy five dollars (\$75) during any month in which he or she is required to package, and label, dangerous goods for shipping, where the employee **is certified** ~~maintains such certification.~~

The Public Service Alliance of Canada reserves the right to add to, amend, and modify this proposal.

NEW ARTICLE – CONFINED SPACE, WORKING AT HEIGHTS, AND DRIVING HEAVY VEHICLE ALLOWANCE

XX.01 Employees who are required by the employer to maintain at least one of the following certifications as a condition of performing their duties shall receive a monthly allowance of seventy-five dollars (\$75):

- a. Working in Confined Spaces (*Confined Space Entry*)**
- b. Working at Heights (*Fall Protection*)**
- c. Driving Heavy Vehicles (*Commercial Vehicle Operation*)**

ARTICLE 65 – PART TIME EMPLOYEES

65.XX Additional hours for part-time employees shall be offered by years of service in the Public Service whether continuous or discontinuous.

~~65.05–~~

65.06 Reporting pay

Subject to clause 65.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with paragraph 31.01(a) of this agreement, and is entitled to receive a minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate of pay.

~~65.06–~~

65.07 Call-back

When a part-time employee meets the requirements to receive call-back pay in accordance with clause 29.01 and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate.

Designated holidays

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

- a. **Should an additional day be proclaimed as per paragraph 32.01, this premium will increase by zero decimal thirty-eight (0.38) percentage points.**
- b. **The effective date of the percentage point increase will be within one hundred and eighty (180) days after the additional day is proclaimed by an act of Parliament as a national holiday, but not before the day on which the holiday is first observed.**

65.08 When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 32.01, the employee shall be paid at time and one half (1 1/2) of the straight-time rate of pay for all hours worked up to seven decimal five (7.5) hours and double time (2) thereafter.

65.09 A part-time employee who reports for work as directed on a day which is prescribed as a designated paid holiday for a full-time employee in clause 32.01,

shall be paid for the time actually worked in accordance with clause 65.08, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

ARTICLE 67 – PAY ADMINISTRATION

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

67.07 Acting pay

- a. When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity ~~and performs those duties for at least three (3) consecutive working days or shifts~~, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts. **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.

67.08

- 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 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.**

APPENDIX A, APPENDIX A-1, AND VARIOUS WAGES, ALLOWANCES AND RATES OF PAY

RESERVE

The Union reserves the right, pending the Employer's providing of payroll and other economic information, to table a comprehensive wage proposal that will include, but is not limited to, general economic increases that meet or exceed inflation, amendments to the rates of pay including market, wage, and payline adjustments, structure of the wage grids, increases and/or expanded scope of allowances and/or new allowances for specific occupational groups and pay notes.

**APPENDIX B – MEMORANDUM OF UNDERSTANDING CONCERNING
EMPLOYEES IN THE GENERAL TECHNICAL GROUP, EMPLOYED BY
THE DEPARTMENT OF FISHERIES AND OCEANS AT A FISH
HATCHERY**

**APPENDIX O – MOA IN RESPECT OF AN OFF PAY SUPPLEMENTAL
UNEMPLOYMENT BENEFIT (SUB) PLAN APPLICABLE TO
EMPLOYEES IN THE PI GROUP AT THE CANADIAN GRAIN
COMMISSION**

Propose to delete

APPENDIX R – SPECIAL CONDITIONS APPLICABLE TO CERTAIN AIRCRAFT MAINTENANCE ENGINEERS

RESERVE

The following special conditions shall apply only to aircraft maintenance engineers of the Aircraft Services Directorate, Department of Transport:

1. When Aircraft Services Directorate helicopter aircraft maintenance engineers are performing their duties while assigned to shipboard or special assignment,

....

- b. They shall receive a weekly shipboard or special assignment allowance of ~~thirty (30)~~ **forty (40)** hours compensation at the rate of time and one half (1 1/2) for each period of seven (7) days in which he or she is required to undertake shipboard or special assignment duties. Periods of less than seven (7) days will be pro-rated.

APPENDIX T – WORKFORCE ADJUSTMENT

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

VARIOUS ENFORCEMENT WORKERS

RESERVE

The Union wishes to discuss the following items related to Fishery Officers, Wildlife Officers and Environmental Enforcement Officers and reserves the right to make further proposals following such discussions as well as proposals on allowances and market adjustments:

- Amend the pension plan to allow for Enforcement employees in the TC bargaining unit to retire with 25 years of service without penalty
- Roll in of allowances into salary to create a new wage id for enforcement officers, creating a GT Enforcement subgroup.

NEW ARTICLE – SAFE DISCLOSURE

NEW

Safe Disclosure

The Employer and the Union recognize that the disclosure of wrongdoing is fundamental to the integrity, transparency, and accountability of the public service.

XX.01 The Employer 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.02 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.03 The employer bears the burden of proving that retaliatory actions taken against an employee following a disclosure are not an act of retaliation.

XX.04 Employees shall have the right to union representation throughout the disclosure process.

XX.05 Nothing in this article prohibits employees from reporting wrongdoing directly to the Public Sector Integrity Commissioner of Canada or any other appropriate oversight body, in accordance with applicable legislation.

NEW ARTICLE – LEAVE WITH INCOME AVERAGING

XX.01 Leave With Income Averaging:

Upon an employee's request and with the concurrence of the Employer, 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 – 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 Employer 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 Employer 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.

Reproductive Health Leave

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 Employer of the duration, or expected duration, of the leave as soon as practicable.

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

Leave for End of Pregnancy

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

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

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

XX.09 If an employee's pregnancy ends before completing week twenty (20) of pregnancy, they are entitled to 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 at Leave general 37.01(d) to add leave taken under xx.08 and xx.10(a).

NEW ARTICLE – INDIGENOUS LANGUAGES

NEW

XX.XX 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 – PAID MEAL PREMIUM

Paid Meal Premium

Introduce a pensionable paid meal premium equal to 6.67% of annual salary for all employees, to be paid biweekly.

NEW ARTICLE – TELEWORK

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

The parties recognize the following benefits of telework:

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

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

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

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

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

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

XX.05 Employees with a telework agreement may elect to terminate the agreement with reasonable notice to the Employer. The Employer will

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

XX.06 The Employer may seek to modify or terminate an approved telework agreement on reasonable business grounds subject to clause XX.03 and XX.04. The Employer must provide reasonable notice prior to modifying or terminating a telework agreement. All terminations shall include the written reasons and be immediately communicated to the union.

XX.07 Ad-hoc arrangements

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

XX.08 Provision of Equipment and Supplies

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

XX.09 Notice to the Union

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

NEW ARTICLE – SOCIAL JUSTICE FUND

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