TREASURY BOARD NEGOTIATIONS 2025

Operation Services (SV)

Bargaining Proposals

Preamble:

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.

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

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

~~Strikethroughs~~ denote proposed deletion. **Bolded** text denotes new language/editorial changes. **RESERVE** means that the Union reserves the right to make proposals at a later date. In particular, the Public Service Alliance of Canada reserves the right to introduce a comprehensive wage proposal at an appropriate time during negotiations.

If neither party has a proposal on a specific clause or article, 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 proposals after receiving this information.

The Union will not engage in concessionary bargaining.

Reserve and Items for Discussion

- **Article 7: National Joint Council agreements**
- **Article 30 : Call-back pay**
- **Article 31 : Standby**
- **Article 34 : Travelling time**
- **Article 45 : Caregiving Leave**
- **Article 59: Statement of Duties**
- **Article 61 : Employee Performance Review and Employee Files**
- **Article 65 : Trade certification fees**
- **Article 66 : Part-time employees**
- **Article 69 : Compensatory leave**
- **Article 71 : Duration**
- **Appendices A-H**
- **Appendix I: Workforce Adjustment**
- **Appendix J: Joint Learning Program**
- **Appendix L: Implementation of the Collective Agreement**
- **Appendix N: Implementation of union leave**
- **Appendix R : Joint Review on Employment Equity, Diversity and Inclusion Training and information Conflict Management Systems**
- **New Article : Duty to Accommodate**
- **New Article : Pensions**
- **New Appendix : Group Specific Provisions for RCMP Civilian Members**
- **New Appendix: Adapting Workplaces to Climate Change**
- **New Appendix: Occupational Group Structure Review**

- **Housekeeping corrections and gender inclusive language**

Article 2 – Definitions

m. “family” (famille)

is defined as parents (or, alternatively, stepparents or foster parents), siblings, stepsiblings, spouse (including common-law partner residing with the employee), 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 relative 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 this agreement, means father, mother (or, alternatively, stepfather, stepmother, or foster parent), brother, sister, stepbrother, stepsister, spouse (including common-law partner resident 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;~~

w. Operational Requirements

are the minimum requirements necessary to carry out the Employer’s essential operations, and are based on the work itself to be performed, not on administrative or economic criteria.

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

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**

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

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 15 business days from hiring where they don't exist.**

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

Article 14: Leave With or Without Pay for Alliance Business

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

14.12

~~Subject to operational requirements, the~~ **The** Employer shall grant leave without pay to a reasonable number of employees to attend:

a. meetings of the Board of Directors of the Alliance,

b. meetings of the National Executive of the components,

c. Executive Board meetings of the Alliance,

d. conventions and conferences of the Alliance, the components, the Canadian Labour Congress and the territorial and provincial federations of labour, and

e. Alliance recognized committee meetings of the Alliance, the components, the Canadian Labour Congress and the territorial and provincial federations of labour.

14.13

When such a request is made to an authorized manager, the Employer will grant leave without pay to an employee designated by the Alliance to take part in a union activity other than those listed above. This leave will be granted except in exceptional situations. If the leave request is not made at least ten (10) days in advance, it may be denied, subject to operational requirement.

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

14.14 ~~14.13~~

When operational requirements permit, the Employer will grant leave without pay to employees **who have been designated by the Alliance to attend training courses related to union activities.**

~~who exercise the authority of a representative on behalf of the Alliance to undertake training related to the duties of a representative.~~

14.15 ~~14.14~~

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

14.16

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

14.17

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

Notwithstanding the above, in the event that they 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

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

14.19 ~~14.15~~

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

Travel time

14.20

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

The Union reserves the right to table further proposals on Article 14.

Article 17- Discipline

17.01

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.

17.02 ~~17.01~~

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

17.03 ~~17.02~~

a) When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary**, administrative, or investigative** hearing concerning him or her or to render a disciplinary decision concerning him or her, the employee **will be provided with a written summary and any supporting documents that will be relied upon or referred to during the meeting and** is entitled to have, at his or her request, a representative of the Alliance attend the meeting. **The employer shall inform the employee of their right to union representation. 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 **five (5) of their working days'** ~~two (2) days~~' notice of such a meeting**, with a copy to the local union representative**.

b) Reasonable effort shall be made to ensure that any disciplinary investigation, administrative investigation or any other form of investigation subject to this article will be conducted in a reasonable length of time.

17.04 ~~17.~~03

In the event that any disciplinary measure is imposed, the Employer shall notify the local representative of the Alliance as soon as possible ~~that such suspension or termination has occurred.~~ **No suspension or termination shall be imposed until such time that the union has been informed.**

17.05 ~~17.04~~

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

17.06

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.

17.07 ~~17.05~~

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

17.08

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.

Article 19: No Discrimination

19.01

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

19.02

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

~~19.02~~ **19.03**

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

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

~~19.03~~ **19.04**

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

19.05

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

19.06 Selection of Investigator

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

their fit with the candidates' lived experience, background, and possible membership in a designated employment-equity and/or equity-deserving group(s).

19.07 The statement of work for the investigator shall include:

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

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

19.08

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

~~19.04~~ **19.09**

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

19.10

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

Training

19.11

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

Article 20: ~~SEXUAL~~ HARASSMENT **AND ABUSE OF AUTHORITY**

20.01

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

20.02

Definitions:

a) Harassment, violence or bullying includes any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation, or other physical or psychological injury, or illness to an employee, their dignity or their reputation, including any prescribed action, conduct or comment. This includes all types of harassment and violence, including sexual harassment, sexual violence and domestic violence. Harassment can also be expressed on the basis of the prohibited ground of discrimination as defined in article 19.01 and in the *Canadian Human Right Act*.

b) Abuse of authority occurs when an individual or group of individuals use the power and authority inherent in their position or occupation, and/or influence to threaten, endanger an employee's job, potentially undermine the employee ability to perform that job, threaten the economic livelihood of that employee or in any way interfere with or influence the career, reputation or dignity of the employee. It may include intimidation, removal of resources, unfair or abusive control of resources and/or information, removal of meaningful valued work and/or making an individual redundant, threats, loss of dignity, blackmail or coercion.

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

20.0~~2~~**4 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.

20.0~~3~~**5**

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

Regulatory Process

20.06

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

20.07

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

20.08

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

20.09

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

Investigations, General provisions

20.10 Selection of Investigator

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

20.11 The statement of work for the investigator shall include:

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

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

20.12

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

~~20.04~~ **20.13**

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

Training

20.14

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

Article 23: Job Security

23.01

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

~~23.02~~

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

~~23.03~~

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

23.02

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

23.03

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

23.04

Where a person has been employed in the same department/agency as a term employee for a cumulative working period of three (3) years without a break in service longer than sixty (60) consecutive calendar days, the department/agency

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

23.05

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

23.06

Employees who, as a result of an accommodation, are transferred to a position that is of a group and/or level with a lower attainable rate of pay than their initial position shall maintain the pay, benefits, and all subsequent economic increases applicable to their former classification and level.

Article 24 – Technological Change

24.03

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

The Union reserves 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.

Article 25 – Hours of Work

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

(…)

25.03 The Employer will make every reasonable effort:

a. not to schedule the commencement of a shift within **ten (10)** ~~eight (8)~~ hours of the completion of the employee's previous shift,
and

b. to avoid excessive fluctuation in hours of work.

- **The weekly hours of work shall be 37.5 hours, without any reduction in the yearly leave, leave credits or benefits.**

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

Article 27 - Shift and Weekend Premiums

Exclusions

~~This article does not apply to the FR, LI and SC Groups.~~

Clause 27.01 (shift premium) does not apply to employees working hours of work not defined as a shift, covered by clause 25.02, Article 28 or clauses 1.02 and 1.03 of Appendix B; clauses 2.01 and 2.02 of Appendix C, clauses 2.03 and 2.04 of Appendix D, clauses 1.01 and 1.02 of Appendix E, and clause 1.01 of Appendix H.

27.01 Shift premium

An employee working on shifts will receive a shift premium of **five dollars ($5.00)** ~~two dollars and twenty-five cents ($2.25)~~ per hour for all hours worked, including overtime hours, between 4 pm and 8 am. The shift premium will not be paid for hours worked between 8 am and 4 pm.

27.02 Weekend premium

a. An employee working during the weekend will receive an additional premium of **five dollars ($5.00)** ~~two dollars and twenty-five cents ($2.25)~~ per hour, including overtime hours, for all hours worked on Saturday or Sunday.

b. Paragraph (a) shall not apply to employees whose regular hours of work are scheduled from Monday to Friday.

Article 29: Overtime

Exclusions

~~This article does not apply to the FR, LI and SC Groups.~~

(…)

29.02

Where overtime work is authorized in advance by the Employer, an employee is entitled to overtime compensation **at double time** for each completed fifteen (15) minute period of overtime worked by the employee**, or portion thereof**.

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

(…)

~~**29.06 Overtime compensation**~~

~~Subject to clause 29.02, an employee is entitled to time and one half (1 1/2) compensation for each hour of overtime worked by the employee~~

~~**29.07** Notwithstanding clause 29.06, an employee is entitled to double (2) time for each hour of overtime worked by the employee,~~

~~a. on a scheduled day of work or a first (1st) day of rest, after a period of overtime equal to the normal daily hours of work specified in the Group Specific Appendix; and~~
~~b. on a second (2nd) or subsequent day of rest, provided the days of rest are consecutive, except that they may be separated by a designated paid holiday; and~~

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

(…)

29.09 Overtime meal allowance

a. An employee who works three (3) or more hours of overtime,

i. immediately before the employee's scheduled hours of work and who has not been notified of the requirement prior to the end of the employee's last scheduled work period,
or
ii. immediately following the employee's scheduled hours of work.

shall be reimbursed for one (1) meal in the amount **equivalent to the lunch meal rates outlined in Appendix C of the National Joint Council's Travel Directive** ~~of twelve dollars ($12)~~, except where a free meal is provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by management, 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

b. When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount **equivalent to the lunch meal rates outlined in Appendix C of the National Joint Council's Travel Directive** ~~of twelve dollars ($12)~~ after each four (4) hour period, except where free meals are provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by management, 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~~.

c. 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.

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

Article 30 – Call-Back Pay

30.01 If an employee is called back to work:

a. on a designated paid holiday which is not the employee's scheduled day of work, or

b. on the employee's day of rest,
or

c. after the employee has completed his or her work for the day and has left his or her place of work and returns to work, **whether remotely or on the employer's premises, or other location designated by the employer,** the employee shall be paid the greater of:

   i. Compensation equivalent to **four (4)** ~~three (3)~~ hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' compensation in an eight (8) hour period,
   or

   ii. compensation at the applicable rate of overtime compensation for time worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

d. The minimum payment referred to in 30.01(c)(i) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 65.06.

e. **If an employee is required to physically travel, or return, to the employer's premises, time spent travelling to and from the employer's premises shall be considered time worked.**

Article 31 – Standby

Exclusions

This article does not apply to the FR, LI or SC Groups.

31.01

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

31.02

a. 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 duty as quickly as possible, if called.

b. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.

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

d. An employee on standby who is required to report for work and reports shall be compensated in accordance with clause 30.01 or the reporting pay provisions found in the relevant Group Specific Appendix, and is also eligible for reimbursement of transportation expenses in accordance with Article 35.

31.03 Compensatory leave

Compensation earned under this article shall be compensated in accordance with Article 69.

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. **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 day**s** 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 **days are** ~~day is~~ recognized as a provincial or civic holiday, the **third Monday in February and the** first (1st) Monday in August,

n. one additional day when proclaimed by an act of Parliament as a national holiday.

Article 34 – travelling time

34.06

If an employee is required to travel as set forth in clauses 34.04 and 34.05:

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. on a normal working day on which the employee travels and works, the employee shall be paid:
    i. his regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours,
    and
    ii. at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed **fifteen (15)** ~~twelve (12)~~ hours' pay at the straight-time rate of pay;
c. 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)** ~~twelve (12)~~ hours' pay at the straight-time rate of pay.

Article 37: Vacation Leave with Pay

Accumulation of vacation leave credits

37.02

For employees whose standard hours of work are equal to forty (40) hours per week:

An employee shall earn vacation leave credits at the following rate for each calendar month during which the employee receives pay for at least eighty (80) hours:

a. ten (10) hours per month until the month in which the anniversary of the employee's ~~eighth (8th)~~ **fifth (5th)** year of service occurs;

b. thirteen decimal three six (13.36) hours per month commencing with the month in which the employee's ~~eighth (8th)~~ **fifth (5th)** anniversary of service occurs;

~~c. Fourteen decimal seven two (14.72) hours per month in which the employee's sixteenth (16th) anniversary of service occurs;~~

~~d. Fifteen decimal three six (15.36) hours per month in which the employee's seventeenth (17th) anniversary of service occurs;~~

c. sixteen decimal seven two (16.72) hours per month in which the employee's ~~eighteenth (18th)~~ **tenth (10th)** anniversary of service occurs;

d. ~~eighteen (18)~~ **twenty (20)** hours per month commencing with the month in which the employee's ~~twenty-seventh (27th)~~ **twenty-third (23rd)** anniversary of service occurs;

e. ~~twenty (20) hours~~ **twenty-one decimal three three four (21.334)** commencing with the month in which the employee's ~~twenty-eighth (28th)~~ **thirtieth (30th)** anniversary of service occurs.

f. **twenty-three decimal three three four (23.334) hours commencing with the month in which the employee's thirty-fifth (35th) anniversary of service occurs.**

37.02.1

For employees whose standard hours of work are equal to thirty-seven decimal five (37.5) hours per week:

An employee shall earn vacation leave credits at the following rate for each calendar month during which the employee receives pay for at least seventy-five (75) hours:

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 (10)** 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 (23th)** anniversary of service occurs~~.~~**;**

e. Twenty (20) hours commencing with the month in which the employee's thirtieth (30th) anniversary of service occurs;

f. Twenty-one decimal eight seven five (21.875) hours commencing with the month in which the employee's thirty-fifth (35th) anniversary of service occurs.

(…)

Scheduling and granting of vacation leave with pay

37.05

a. Employees are **encouraged** ~~expected~~ to take all their vacation leave during the vacation year in which it is earned.

b. ~~The Employer reserves the right to schedule an employee's vacation leave.~~ In granting vacation leave with pay to an employee, the Employer shall make every reasonable effort to:

   i. grant an employee's vacation leave in an amount and at such time as the employee may request;

ii. not recall an employee to duty after the employee has proceeded on vacation leave;

iii. not cancel nor alter a period of vacation leave which has been previously approved in writing;

iv. ensure that, at the request of employee, vacation leave in periods of two (2) weeks or more are started following a scheduled period of rest days.

c. Representative of the Alliance shall be given the opportunity to consult with representatives of the Employer on vacation schedules.

(…)

37.11 Carry-over and/or liquidation of vacation leave

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 his or her vacation leave up to a maximum of **three hundred (300)** ~~two hundred and eighty (280)~~ hours credits shall be carried over into the following vacation year. All vacation leave credits in excess of **three hundred (300)** ~~two hundred and eighty (280)~~ hours shall be automatically paid at his or her daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.

b. Notwithstanding paragraph (a), if on March 31, 2005, or on the date an employee becomes subject to this agreement subsequent to March 31, 2005, an employee has more than **three hundred (300)** ~~two hundred and eighty (280)~~ hours of unused vacation leave credits, a minimum of eighty (80) hours per year shall be granted or paid by March 31 of each year, commencing on March 31, 2006, until all vacation leave credits in excess of **three hundred (300)** ~~two hundred and eighty (280)~~ hours have been liquidated. Payment shall be in one instalment per year and shall be at the employee's daily rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31 of the applicable previous vacation year.

Article 38: Sick Leave with Pay

38.04 Medical Certificate

In reasonable circumstances, the Employer may request that a medical certificate be provided to support a claim for sick leave. Reasonable circumstances include:

a) the length of sick leave exceeds ten (10) working days;

b) the Employer has reasonable ground to suspect that an employee may have made an improper claim for sick leave, or evidence that the employee was engaged in activities incompatible with illness or injury.

38.05

A request for medical evidence will normally be satisfied by presentation of a medical certificate indicating that, in the judgement of the employee's attending qualified medical practitioner, the employee was unable or is incapable of performing their duties. The Employer will bear the cost of any medical certificate requested, and the employee shall be compensated for the time required in obtaining said certificate.

Subsequent renumbering

Article 40: Injury-On-Duty Leave

40.01

An employee shall be granted, **and remain on,** injury-on-duty leave with pay ~~for such period as may be reasonably determined by the Employer~~ **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 Employer 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 wilful 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.

40.02

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.

Article 41: Maternity Leave Without Pay

The Union reserves the right to table further proposals under Article 41 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 43: Parental Leave Without Pay

The Union reserves the right to table further proposals under Article 43 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 45 - Caregiving Leave

45.01

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

45.02

The leave without pay described in 45.01 shall not exceed **twenty-eight (28)** ~~twenty-six (26)~~ weeks for compassionate care benefits, **thirty-seven (37)** ~~thirty-five (35)~~ weeks for family caregiver benefits for children and **seventeen (17)** ~~fifteen (15)~~ weeks for family caregiver benefits for adults, in addition to any applicable waiting period.

45.03

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

45.04

When an employee is notified that their request for Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults has been denied, clause 45.01 above ceases to apply.

45.05

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.

45.06

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.

~~45.05~~ **45.07**

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

Article 46: Leave With Pay for Family-Related Responsibilities

46.01 For the purpose of this article, family is defined as **per Article 2,** ~~and in addition:~~

~~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, 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.~~

46.02 The total leave with pay which may be granted under this article shall not exceed:

a. ~~37.5~~ **ten (10) days or shifts (75** hours**)** in a fiscal year where the standard workweek is thirty-seven decimal five (37.5) hours;

b. ~~40~~ **ten (10) days or shifts (80** hours**)** in a fiscal year where the standard workweek is forty (40) hours;

c. ~~42~~ **ten (10) days or shifts (84** hours**)** in a fiscal year where the standard workweek is forty-two (42) hours;

d. ~~46.6~~ **ten (10) days or shifts (93.2** hours**)** in a fiscal year where the standard workweek is forty-six point six (46.6) hours.

46.03

Subject to clause 46.02, 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 functions, if the supervisor was notified of the function as far in advance as possible;

f. to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;

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

h. forty per cent (40%) of the applicable hours stipulated in clause 46.02 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.

46.04

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

~~46.04~~ **46.05**

Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 46.03(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.

The Union reserves the right to table future proposals related to this article.

Article 49 – Bereavement Leave

49.01

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

~~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 with pay under 49.01(a) only once during the employee’s total period of employment in the public service.~~

49.02

When a member of the employee’s family dies, an employee shall be entitled to bereavement leave with pay. Such bereavement leave, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period, the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to ~~three (3)~~ **five (5)** days’ leave with pay for the purpose of travel related to the death.

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

~~such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days~~.

~~c.~~ When requested to be taken in two (2) periods,

i. the first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and

ii. the second period must be taken no later than **twenty-four** ~~twelve~~ (~~12~~**24**) months from the date of death for the purpose of attending a ceremony.

iii. The employee may be granted no more than ~~three (3)~~ **five (5)** days’ leave with pay, in total, for the purposes of travel for these two (2) periods

~~**49.03**~~

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

49.03 ~~49.04~~

If, during a period of paid leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clause~~s~~ 49.02 ~~and 49.03~~, 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.

49.04 ~~49.05~~

It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clause~~s~~ 49.02 ~~and 49.03~~.

The Union reserves the right to present further proposals related to Article 49

Article 52: Education Leave ~~Without Pay~~

52.01

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 **additional or special** studies in some field**s** of education in which **special** preparation is needed to **enable the employee to** fill **their** ~~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. **The Employer endeavours to respond in a timely fashion to requests for education leave without pay.**

52.02

~~At the Employer's discretion, an~~ **An** employee on education leave without pay under this article **shall** ~~may~~ receive an allowance in lieu of salary **equivalent to from fifty percent (50%)** ~~of up~~ to one hundred per cent (100%) of the employee's annual rate of pay**. The percentage of the allowance is at the discretion of the Employer.** ~~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.

52.03

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.

52.04

a. 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.

b. If the employee**, except with the permission of the Employer**:

i. fails to complete the course;

ii. does not resume employment with the Employer on completion of the course;
or

iii. ceases to be employed, 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 **them** ~~him or her~~ under this article during the education leave or such lesser sum as shall be determined by the Employer.

Article 55: Leave with or without Pay for Other Reasons

55.02 Personal leave

Subject to operational requirements as determined by the Employer ~~and with an advance notice of at least five (5) working days~~, the employee shall be granted, in each fiscal year, **twenty-four (24)** ~~sixteen (16)~~ hours of leave with pay for reasons of a personal nature. This leave can be taken in **installments of one (1) hour** periods**.** ~~of eight (8) hours or four (4) hours each.~~

Notwithstanding the above paragraph, where the standard workweek is thirty-seven decimal five (37.5) hours per week, employees 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 **installments of one (1) hour** periods **each.** ~~of seven decimal five (7.5) hours or three decimal seven five (3.75) hours each.~~

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 leave at such times as the employee may request.

Article 56 – Domestic Violence Leave

56.01 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 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:

   i. **one hundred and fifty (150)** ~~seventy-five (75)~~ hours in a fiscal year, where the standard workweek is thirty-seven decimal five (37.5) hours per week and seven decimal five (7.5) hours per day,
   or
   ii. **one hundred and sixty (160)** ~~eighty (80)~~ hours in a fiscal year, where the standard workweek is forty (40) hours per week and eight (8) hours per day,
   or
   iii. **one hundred and sixty eight (168)** ~~eighty-four (84)~~ hours in a fiscal year, where the standard workweek is forty-two (42) hours,
   or

iv. **one hundred and eighty six decimal four (186.4)** ~~ninety-three decimal two (93.2)~~ hours in a fiscal year, where the standard workweek is forty-six decimal six (46.6) hours.

d. **Additional leave with pay beyond the hours listed above may be granted on a case-by-case basis.**

e. **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.**

f. **In order to provide support to an employee experiencing domestic violence and to ensure a safe work environment for all employees, the Employer will approve any reasonable request from an employee experiencing domestic violence for:**
   i. **Changes to their work pattern, location, or hours;**
   ii. **Job assignment;**
   iii. **Working remotely;**
   iv. **Job transfer or relocation;**
   v. **A change to their telephone number or email address to avoid harassing contact; and/or**
   vi. **Any other appropriate measure, including those available under existing flexible work arrangements.**

g. ~~d.~~ 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.

h. ~~e.~~ 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 57 - Leave for Traditional Indigenous Practices

57.01

Subject to operational requirements as determined by the Employer, ~~sixteen (16) hours of leave with pay and twenty-four (24) hours of leave without pay per fiscal year~~ **leave under this article** 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.**

57.02

Total leave for traditional Indigenous practices with pay which may be granted under this article shall not exceed:

a. **thirty-seven decimal five (37.5) hours of leave with pay per fiscal year where the standard work week is thirty-seven decimal five (37.5) hours per week.**

   Or

b. **forty (40) hours of leave with pay per fiscal year where the standard work week is forty (40) hours per week.**

   Or

c. **Forty-two (42) hours of leave with pay per fiscal year where the standard work week is forty-two (42) hours per week.**

   Or

d. **Forty-six decimal six hours of leave with pay per fiscal year where the standard work week is forty-six decimal six (46.6) hours per week.**

~~Notwithstanding paragraph 57.01(a)., where the standard workweek is thirty-seven decimal five (37.5) hours per week, 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 land-based activities such as hunting, fishing, and harvesting. For the purposes of this article, an Indigenous person means First Nations, Inuit or Métis~~

~~57.02~~ **57.03**

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.

~~57.03~~ **57.04**

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.

~~57.04~~**57.05**

Leave under this article may be taken in one or more periods. Each period of leave under **57.02 a)** ~~57.01(a)~~ shall not be less than **seven decimal five (7.5) hours, and each period of leave under 57.02 b), 57.02 c), or 57.02 d) shall not be less than** eight (8) hours**.** ~~and each period of leave under 57.01(b). shall not be less than seven decimal five (7.5) hours~~

Article 59 – statement of duties

59.01

Upon written request**, and within thirty (30) days of the request,** an employee shall be provided with a complete and current statement of the duties and responsibilities of his or her position, including the classification level and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization.

Article 61: Employee Performance Review and Employee Files

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 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 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. The Employer's representative(s) who assess 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.

61.02

a. Prior to an employee performance review the employee shall be given:
    i. the evaluation form which will be used for the review;
    ii. any written document which provides instructions to the person conducting the review;
b. if during the employee performance review, either the form or instructions are changed they shall be given to the employee.

61.03

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

61.04

When a report pertaining to an employee's performance or conduct is placed on 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 representations attached to the report.

61.05

The parties agree that the purposes of a performance evaluation are to assess the performance of Employees, and to assist Employees in improving the quality of their work. The parties agree that performance evaluations shall not be used for disciplinary purposes.

61.06

The employee shall be entitled to be accompanied by a Union representative during all discussions of the employee's performance.

61.07

Employees shall have the right to grieve their performance review.

61.08

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

Article 68: Pay Administration

68.07

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 a portion of their working day or shift,** ~~at least one full working day or one full shift~~, 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.**

68.08

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 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.

(subsequent renumbering)

~~68.09~~ **68.10**

The Employer **shall** ~~will endeavour to~~ make payments for overtime and other premium payments within four (4) weeks following the end of the calendar month in which it is earned.

Article 69 - Compensatory leave

Exception: this article does not apply to the SC group.

69.01

a. All the overtime, travelling time compensated at overtime rates, standby pay, reporting pay, call-back pay, and time worked on a designated paid holiday, shall be compensated with a payment except where, upon request of an employee ~~and with the approval of the Employer~~, compensation shall be in equivalent leave with pay. Notwithstanding the above paragraph, designated paid holidays for FR employees will be compensated in accordance with clause 6.01 of Appendix A.

b. Compensatory leave **shall** ~~may~~ be granted subject to operational requirements and adequate advance notice being provided.

c. At the request of the employee, ~~and with the approval of the employer,~~ accumulated compensatory leave may be paid out, in whole or in part, once per fiscal year, at the rate in effect at the time of the request.

d. Compensatory leave earned in a fiscal year, and outstanding as of September 30 of the next following fiscal year will be paid at the employee's rate of pay on September 30.

Consequential amendments throughout the agreement must be made pursuant to these amendments.

Appendix A-H

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

Appendix I – Workforce Adjustment

General

Application

**
This appendix applies to all indeterminate employees. Unless explicitly specified, the provisions contained in Parts I to VI do not apply to alternative delivery initiatives.

Collective agreement

~~With the exception of those provisions for which the Public Service Commission is responsible,~~ ~~t~~**T**his appendix ~~is~~**forms** part of this agreement.

Notwithstanding the job security article, in the event of conflict between the present workforce adjustment appendix and that article, the present workforce adjustment appendix will take precedence.

Objectives

It is the policy of the Employer to maximize employment opportunities for indeterminate employees affected by workforce adjustment situations, primarily through ensuring that, wherever possible, alternative employment opportunities are provided to them. This should not be construed as the continuation of a specific position or job but rather as continued employment.

To this end, every indeterminate employee whose services will no longer be required because of a workforce adjustment situation and for whom the deputy head knows or can predict that employment will be available will receive a guarantee of a reasonable job offer within the core public administration. Those employees for whom the deputy head cannot provide the guarantee will have access to transitional employment arrangements (as per Parts VI and VII)

Definitions

Accelerated layoff (mise en disponibilité accélérée)

Occurs when a surplus employee makes a request to the deputy head, in writing, to be laid off at an earlier date than that originally scheduled, and the deputy head concurs. Layoff entitlements begin on the actual date of layoff.

Affected employee (employé-e touché)

Is an indeterminate employee who has been informed in writing that his or her services may no longer be required because of a workforce adjustment situation.

Alternation (échange de postes)

Occurs when an opting employee or a surplus employee who is surplus as a result of having chosen option 6.4.1(a) who wishes to remain in the core public administration exchanges positions

with a non-affected employee (the alternate) willing to leave the core public administration with a transition support measure or with an education allowance.

Alternative delivery initiative (diversification des modes de prestation des services)

Is the transfer of any work, undertaking or business of the core public administration to any body or corporation that is a separate agency or that is outside the core public administration.

Appointing department or organization (ministère ou organisation d'accueil)

Is a department or organization which has agreed to appoint or consider for appointment (either immediately or after retraining) a surplus or a laid-off person.

Core public administration (Administration publique centrale)

Means that part of the public service in or under any department or organization, or other portion of the federal public administration specified in Schedules I and IV to the *Financial Administration Act* for which the Public Service Commission has the sole authority to appoint.

Deputy head (administrateur général)

Has the same meaning as in the definition of "deputy head" set out in section 2 of the *Public Service Employment Act*, and also means his or her official designate.

**
Education allowance (indemnité d'études)

Is one of the options provided to an indeterminate employee affected by workforce adjustment for whom the deputy head cannot guarantee a reasonable job offer. The education allowance is a lump-sum payment equivalent to the transition support measure (see Annex B), plus a reimbursement of tuition from a recognized learning institution and book and mandatory equipment costs, up to a maximum of ~~seventeen thousand dollars ($17,000)~~ **twenty-five thousand dollars ($25,000)**.

Guarantee of a reasonable job offer (garantie d'une offre d'emploi raisonnable)

Is a guarantee of an offer of indeterminate employment within the core public administration provided by the deputy head to an indeterminate employee who is affected by workforce adjustment. Deputy heads will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict that employment will be available in the core public administration. Surplus employees in receipt of this guarantee will not have access to the options available in Part VI of this appendix.

Home department or organization (ministère ou organisation d'attache)

Is a department or organization declaring an individual employee surplus.

Laid-off person (personne mise en disponibilité)

Is a person who has been laid off pursuant to subsection 64(1) of the *Public Service Employment Act* and who still retains an appointment priority under subsection 41(4) and section 64 of the *Public Service Employment Act*.

Layoff notice (avis de mise en disponibilité)

Is a written notice of layoff to be given to a surplus employee at least one (1) month before the scheduled layoff date. This period is included in the surplus period.

Layoff priority (priorité de mise en disponibilité)

A person who has been laid off is entitled to a priority, in accordance with subsection 41(4) of the *Public Service Employment Act* with respect to any position to which the Public Service Commission is satisfied that the person meets the essential qualifications; the period of entitlement to this priority is one (1) year as set out in section 11 of the *Public Service Employment Regulations*.

Opting employee (employé-e optant)

Is an indeterminate employee whose services will no longer be required because of a workforce adjustment situation, who has not received a guarantee of a reasonable job offer from the deputy head and who has one hundred and twenty (120) days to consider the options in section 6.4 of this appendix.

Organization (organisation)

Any board, agency, commission or other body, specified in Schedules I and IV of the *Financial Administration Act*, that is not a department.

Pay (rémunération)

Has the same meaning as “rate of pay” in this agreement.

Priority Information Management System (système de gestion de l’information sur les priorités)

Is a system designed by the Public Service Commission to facilitate appointments of individuals entitled to statutory and regulatory priorities.

Reasonable job offer (offre d’emploi raisonnable)

Is an offer of indeterminate employment within the core public administration, normally at an equivalent level, but which could include lower levels. Surplus employees must be ~~both~~ trainable~~, and mobile~~. Where practicable, a reasonable job offer shall be within the employee’s headquarters as defined in the *Travel Directive* **or provide the employee with the option to telework**. In alternative delivery situations, a reasonable offer is one that meets the criteria set out under Type 1 and Type 2 in Part VII of this appendix. A reasonable job offer is also an offer from a *Financial Administration Act* Schedule V employer, providing that:

a. The appointment is at a rate of pay and an attainable salary maximum not less than the employee's current salary and attainable maximum that would be in effect on the date of offer.
b. It is a seamless transfer of all employee benefits including a recognition of years of service for the definition of continuous employment and accrual of benefits, including the transfer of sick leave credits, severance pay and accumulated vacation leave credits.

Reinstatement priority (priorité de réintégration)

Is an entitlement provided to surplus employees and laid-off persons who are appointed or deployed to a position in the core public administration at a lower level. As per section 10 of the *Public Service Employment Regulations*, the entitlement lasts for one (1) year.

Relocation (réinstallation)

Is the authorized geographic move of a surplus employee or laid-off person from one place of duty to another place of duty located beyond what, according to local custom, is a normal commuting distance **from the employee's current residence**.

Relocation of a work unit (réinstallation d'une unité de travail)

Is the authorized move of a work unit of any size to a place of duty located beyond what, according to local custom, is normal commuting distance from the former work location and from the employee's current residence.

Retraining (recyclage)

Is on-the-job training or other training intended to enable affected employees, surplus employees and laid-off persons to qualify for known or anticipated vacancies within the core public administration.

Surplus employee (employé-e excédentaire)

Is an indeterminate employee who has been formally declared surplus, in writing, by ~~his or her~~ **their** deputy head.

Surplus priority (priorité d'employé-e excédentaire)

Is an entitlement for a priority in appointment accorded in accordance with section 5 of the *Public Service Employment Regulations* and pursuant to section 40 of the *Public Service Employment Act*; this entitlement is provided to surplus employees to be appointed in priority to another position in the core public administration for which they meet the essential requirements.

Surplus status (statut d'employé-e excédentaire)

An indeterminate employee has surplus status from the date ~~he or she is~~ **they are** declared surplus until the date of layoff, until ~~he or she is~~ **they are** indeterminately appointed to another position, until ~~his or her~~ **their** surplus status is rescinded, or until the person resigns.

Telework (télétravail)

A flexible work arrangement where the employee has approval to perform their work duties from a location other than their designated workplace.

Transition support measure (mesure de soutien à la transition)

Is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer. The transition support measure is a lump-sum payment based on the employee's years of service as per Annex B.

Twelve (12) month surplus priority period in which to secure a reasonable job offer (priorité d'employé-e excédentaire d'une durée de douze (12) mois pour trouver une offre d'emploi raisonnable)

Is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer.

Workforce adjustment (réaménagement des effectifs)

Is a situation that occurs when a deputy head decides that the services of one or more indeterminate employees will no longer be required beyond a specified date because of a lack of work, the discontinuance of a function, a relocation in which the employee does not wish to participate or an alternative delivery initiative.

Authorities

The Public Service Commission has endorsed those portions of this appendix for which it has responsibility.

Monitoring

Departments or organizations shall retain central information on all cases occurring under this appendix, including ~~the reasons for the action; the number, occupational groups and levels of employees concerned; the dates of notice given; the number of employees placed without retraining; the number of employees retrained (including number of salary months used in such training); the levels of positions to which employees are appointed and the cost of any salary protection; and the number, types and amounts of lump sums paid to employees.~~ **but not limited to the following for each affected employee:**

- **Type of workforce adjustment (e.g., lack of work, discontinuance of a function, relocation of a work unit or alternate delivery initiative);**
- **Date of notice given;**
- **Occupational group and level and work unit;**
- **Equity seeking status**
- **Whether a guarantee of a reasonable job offer was provided and whether telework was included;**

- **Whether a VDP was offered, the employee volunteered, the employee was accepted or denied and which option the employee chose;**
- **Whether they were subject to a selection and retention process, were retained or made opting;**
- **Whether the employee accepted relocation;**
- **Whether the employee made any alternation requests and whether they were accepted or denied;**
- **For opting employees, which option did they choose and did they apply for a pension waiver.**

Departments and organizations shall also provide aggregate data on the number of employees accessing counselling services as per article 6.4.6. This information will be used by the Treasury Board Secretariat to carry out its periodic audits**and be provided to the Public Service Alliance of Canada on a quarterly basis.**

References

**

The primary references for the subject of workforce adjustment are as follows:

- *Financial Administration Act*
- *Values and Ethics Code for the Public Sector*
- *Public Service Employment Act*
- *Public Service Employment Regulations*
- *Federal Public Sector Labour Relations Act*
- *Public Service Superannuation Act*
- *NJC Relocation Directive*
- *Travel Directive*

Enquiries

**

Enquiries about this appendix should be referred to the Alliance or to the responsible officers in departmental or organizational headquarters.

Responsible officers in departmental or organizational headquarters may, in turn, direct questions regarding the application of this appendix to the Union Engagement and National Joint Council Support Unit, Employee Relations and Total Compensation Directorate, Treasury Board Secretariat.

Enquiries by employees pertaining to a priority entitlement or to their status in relation to a priority entitlement process should be directed to their departmental or organizational human resource advisors or to the priority advisor of the Public Service Commission responsible for their case.

Part I: roles and responsibilities

1.1 Departments or organizations

1.1.1 Since indeterminate employees who are affected by workforce adjustment situations are not themselves responsible for such situations, it is the responsibility of departments or organizations to ensure that they are treated equitably and, ~~whenever possible,~~ given every reasonable opportunity to continue their careers as public service employees.

1.1.2 Departments or organizations shall carry out effective human resource planning to minimize the impact of workforce adjustment situations on indeterminate employees, on the department or organization, and on the public service.

1.1.3 Departments or organizations shall establish **standing** joint workforce adjustment committees **at local, regional and national levels in consultation with the union**~~, where appropriate,~~ to advise and consult on **current or potential** ~~the~~ workforce adjustment situations within the department or organization. Terms of reference of such committees shall include a process for addressing alternation requests from other departments and organizations.

1.1.4 Departments or organizations shall, as the home department or organization, cooperate with the Public Service Commission and appointing departments or organizations in joint efforts to redeploy departmental or organizational surplus employees and laid-off persons.

1.1.5 Departments or organizations shall establish systems to facilitate redeployment or retraining of their affected employees, surplus employees, and laid-off persons.

1.1.6 When a deputy head determines that the services of an employee are **or may** no longer **be** required beyond a specified date due to lack of work or discontinuance of a function, the deputy head shall advise the employee, in writing, that ~~his or her~~ **their** services will **or may** no longer be required.

Such a communication shall also indicate **whether the workforce adjustment is due to lack of work or the discontinuance of a function and** if the employee:

a. is being provided with a guarantee from the deputy head that a reasonable job offer will be forthcoming and that the employee will have surplus status from that date on; or
b. **is eligible to participate in a voluntary departure program in accordance with section 6.2 of this appendix; or**
c. is an opting employee and has access to the options set out in section 6.4 of this appendix because the employee is not in receipt of a guarantee of a reasonable job offer from the deputy head.

Where applicable, the communication should also provide the information relative to the employee's possible layoff date.

1.1.7 Deputy heads will be expected to provide a guarantee of a reasonable job offer for those employees subject to workforce adjustment for whom they know or can predict that employment will be available in the core public administration.

1.1.8 Where a deputy head cannot provide a guarantee of a reasonable job offer, the deputy head will provide one hundred and twenty (120) days to consider the three options outlined in Part VI of this appendix to all opting employees before a decision is required of them. If the employee fails to select an option, the employee will be deemed to have selected option 6.4.1(a), twelve (12) month surplus priority period in which to secure a reasonable job offer.

1.1.9 The deputy head shall make a determination to provide either a guarantee of a reasonable job offer or access to the options set out in section 6.3 of this appendix upon request by any indeterminate affected employee who can demonstrate that ~~his or her~~ **their** duties have already ceased to exist.

**

1.1.10 Departments or organizations shall send written notice to the Public Service Commission of an employee's surplus status, and shall send to the Public Service Commission such details, forms, resumés, and other material as the Public Service Commission may from time to time prescribe as necessary for it to discharge its function. Departments or organizations shall notify the employee when this written notice has been sent.

1.1.11 Departments or organizations shall advise and consult with the Alliance representatives as completely as possible regarding any workforce adjustment situation as soon as possible after the decision has been made and throughout the process and will make available to the Alliance the name~~, and~~ work location**, work unit, group and level, home address, email and phone number** of affected employees **no less than two (2) working days prior to notifying employees**.

1.1.12 The home department or organization shall provide the Public Service Commission with a statement that it would be prepared to appoint the surplus employee to a suitable position in the department or organization commensurate with ~~his or her~~ **their** qualifications if such a position were available.

1.1.13 Departments or organizations shall provide the employee with the official notification that ~~he or she has~~ **they have** become subject to a workforce adjustment and shall remind the employee that Appendix I, Workforce Adjustment, of this agreement applies.

1.1.14 Deputy heads shall apply this appendix so as to keep actual involuntary layoffs to a minimum**.**~~, and a layoff shall normally occur only~~ **W**~~w~~hen an individual has refused a reasonable job offer~~, is not mobile,~~ **because they are not willing or able to telework or relocate and** cannot be retrained within two (2) years, **they are either made opting or maintain their surplus priority status for the remainder of the entitlement period** ~~or is laid off at his or her own request~~.

1.1.15 Departments or organizations are responsible for counselling and advising their affected employees on their opportunities for finding continuing employment in the public service.

1.1.16 Appointment of surplus employees to alternative positions with or without retraining shall normally be at a level equivalent to that previously held by the employee, but this does not preclude appointment to a lower **or higher** level. Departments or organizations shall avoid appointment to a lower level except where all other avenues have been exhausted.

1.1.17 Home departments or organizations shall appoint as many of their own surplus employees or laid-off persons as possible or identify alternative positions (both actual and anticipated) for which individuals can be retrained.

1.1.18 Home departments or organizations shall ~~relocate~~ **provide a reasonable job offer involving relocation to** surplus employees and laid-off individuals~~, if necessary~~ **only if no reasonable job offer is available in the employee's current work location and after teleworking options have been exhausted.**

1.1.19 Relocation of surplus employees or laid-off persons shall be undertaken when the individuals indicate that they are willing to relocate and relocation will enable their redeployment or reappointment, provided that:

a. there are no available priority persons, or priority persons with a higher priority, qualified and interested in the position being filled;
   or
b. there are no available local surplus employees or laid-off persons who are interested and who could qualify with retraining.

NEW XX (renumber subsequent articles)

a) When all affected employees in the same group and level in a work unit will be given reasonable job offers but not all reasonable job offers are at the same work location, employees shall be given the choice of reasonable job offer (including whether the position allows for telework or involves relocation) in order of seniority (total years of service in the public service, whether continuous or discontinuous).
b) An employee who chooses not to accept a reasonable job offer which requires relocation shall have access to the options contained in section 6.4 of this Appendix.

1.1.20 The cost of travelling to interviews for possible appointments and of relocation to the new location shall be borne by the employee's home department or organization. Such cost shall be consistent with the *National Joint Council Travel Directive* and *National Joint Council Relocation Directive*.

1.1.21 For the purposes of the *National Joint Council Relocation Directive*, surplus employees and laid-off persons who relocate under this appendix shall be deemed to be employees on employer-requested relocations. The general rule on minimum distances for relocation applies.

1.1.22 For the purposes of the *National Joint Council Travel Directive*, laid-off persons travelling to interviews for possible reappointment to the core public administration are deemed to be a "traveller" as defined in the *National Joint Council Travel Directive*.

1.1.23 For the surplus and/or layoff priority periods, home departments or organizations shall pay the salary, salary protection and/or termination costs as well as other authorized costs such as tuition, travel, relocation and retraining for surplus employees and laid-off persons, as provided for in this agreement and the various directives unless the appointing department or organization is willing to absorb these costs in whole or in part.

1.1.24 Where a surplus employee is appointed by another department or organization to a term position, the home department or organization is responsible for the costs above for one (1) year from the date of such appointment, unless the home department or organization agree to a longer period, after which the appointing department or organization becomes the new home department or organization consistent with Public Service Commission authorities.

1.1.25 Departments or organizations shall protect the indeterminate status and surplus priority of a surplus indeterminate employee appointed to a term position under this appendix.

1.1.26 Departments or organizations shall inform the Public Service Commission in a timely fashion, and in a method directed by the Public Service Commission, of the results of all referrals made to them under this appendix.

1.1.27 Departments or organizations shall review the use of private temporary agency personnel, consultants, contractors, and their use of contracted out services, employees appointed for a specified period (terms) and all other non-indeterminate employees. ~~Where practicable, d~~**D**epartments or organizations shall refrain from engaging or re-engaging such temporary agency personnel, consultants or contractors, and their use of contracted out services, or renewing the employment of such employees referred to above where this will facilitate the appointment of surplus employees or laid-off persons.

1.1.28 Nothing in the foregoing shall restrict the Employer's right to engage or appoint persons to meet short-term, non-recurring requirements. Surplus employees and laid-off persons shall be given priority even for these short-term work opportunities.

1.1.29 Departments or organizations may layoff an employee at a date earlier than originally scheduled when the surplus employee so requests in writing.

1.1.30 Departments or organizations acting as appointing departments or organizations shall cooperate with the Public Service Commission and other departments or organizations in accepting, to the extent possible, affected employees, surplus employees, and laid-off persons from other departments or organizations for appointment or retraining.

1.1.31 Departments or organizations shall provide surplus employees with a layoff notice at least one (1) month before the proposed layoff date if appointment efforts have been unsuccessful. A copy of this notice shall be provided to the National President of the Alliance.

1.1.32 When a surplus employee refuses a reasonable job offer **that does not involve relocation**, he or she shall be subject to layoff one (1) month after the refusal, but not before six (6) months have elapsed since the surplus declaration date. The provisions of Annex C of this appendix shall continue to apply.

1.1.33 Departments or organizations are to presume that each employee wishes to be redeployed unless the employee indicates the contrary in writing.

1.1.34 Departments or organizations shall inform and counsel affected and surplus employees as early and as completely as possible and, in addition, shall assign a counsellor to each **affected,** opting and surplus employee and laid-off person, to work with ~~him or her~~ **them** throughout the process. Such counselling is to include explanations and assistance concerning:

**

a. the workforce adjustment situation and its effect on that individual;
b. the workforce adjustment Appendix;
c. the Public Service Commission's Priority Information Management System and how it works from the employee's perspective;
d. preparation of a curriculum vitae or resumé;
e. the employee's rights and obligations;
f. the employee's current situation (for example, pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
g. alternatives that might be available to the employee (the alternation process, **teleworking,** appointment, relocation, retraining, lower-level employment, term employment, retirement including the possibility of waiver of penalty if entitled to an annual allowance, transition support measure, education allowance, pay in lieu of unfulfilled surplus period, resignation, accelerated layoff);
h. the likelihood that the employee will be successfully appointed;
i. the meaning of a guarantee of a reasonable job offer, a twelve (12) month surplus priority period in which to secure a reasonable job offer, a transition support measure and an education allowance;
j. advise employees to seek out proposed alternations and submit requests for approval as soon as possible after being informed they will not be receiving a guarantee of a reasonable job offer;
k. the Human Resources services available;
l. preparation for interviews with prospective employers;
m. feedback when an employee is not offered a position for which he or she was referred;
n. repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;
o. advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity;
p. advising employees of the right to be represented by the Alliance in the application of this appendix; and
q. the Employee Assistance Program (EAP).

1.1.35 The home departments or organizations shall ensure that, when it is required to facilitate appointment, a retraining plan is prepared and agreed to in writing by it, the employee and the appointing department or organization.

1.1.36 Severance pay and other benefits flowing from other clauses in this agreement are separate from and in addition to those in this appendix.

1.1.37 Any surplus employee who resigns under this appendix shall be deemed, for purposes of severance pay and retroactive remuneration, to be involuntarily laid off as of the day on which the deputy head accepts in writing the employee's resignation.

1.1.38 The department or organization will review the status of each affected employee annually, or earlier, from the date of initial notification of affected status and determine whether the employee will remain on affected status or not.

1.1.39 The department or organization will notify the affected employee in writing, within five (5) working days of the decision pursuant to subsection 1.1.38.

1.2 Treasury Board Secretariat

1.2.1 It is the responsibility of the Treasury Board Secretariat to:

a. **establish a standing national joint workforce adjustment committee to advise and consult on current or potential workforce adjustment situations within departments or organizations. Terms of reference of such committee shall include a process for addressing alternation requests between departments and organizations;**
b. investigate and seek to resolve situations referred by the Public Service Commission or other parties;
c. consider departmental or organizational requests for retraining resources; and
d. ensure that departments or organizations are provided to the extent possible with information on occupations for which there are skill shortages.

1.3 Public Service Commission

1.3.1 Within the context of workforce adjustment, and the Public Service Commission governing legislation, it is the responsibility of the Public Service Commission to:

a. ensure that priority entitlements are respected;
b. ensure that a means exists for priority persons to be assessed against vacant positions and appointed if found qualified against the essential qualifications of the position; and
c. ensure that priority persons are provided with information on their priority entitlements.

1.3.2 The Public Service Commission will, in accordance with the *Privacy Act*:

a. provide the Treasury Board Secretariat with information related to the administration of priority entitlements which may reflect on departments' or organizations' level of compliance with this appendix;
and
b. provide information to the Alliance on the numbers and status of their members in the Priority Information Management System, as well as information on the overall system.

1.3.3 The Public Service Commission's roles and responsibilities flow from its governing legislation, not the collective agreement. As such, any changes made to these roles/responsibilities must be agreed upon by the Public Service Commission. For greater detail on the Public Service Commission's role in administering surplus and layoff priority entitlements, refer to Annex C of this appendix.

1.4 Employees

1.4.1 Employees have the right to be represented by the Alliance in the application of this appendix.

1.4.2 Employees who are directly affected by workforce adjustment situations and who receive a guarantee of a reasonable job offer or opt, or are deemed to have opted, for Option 6.4.1(a) of Part VI of this appendix are responsible for:

a. actively seeking alternative employment in cooperation with their departments or organizations and the Public Service Commission, unless they have advised the department or organization and the Public Service Commission, in writing, that they are not available for appointment;
b. seeking information about their entitlements and obligations;
c. providing timely information (including curricula vitae or resumés) to the home department or organization and to the Public Service Commission to assist them in their appointment activities;
d. ensuring that they can be easily contacted by the Public Service Commission and appointing departments or organizations, and attending appointments related to referrals;
e. seriously considering job opportunities presented to them (referrals within the home department or organization, referrals from the Public Service Commission, and job offers made by departments or organizations), including retraining**, teleworking** and relocation possibilities, specified period appointments and lower-level appointments.

1.4.3 Opting employees are responsible for:

a. considering the options in Part VI of this appendix;
b. communicating their choice of options, in writing, to their manager no later than one hundred and twenty (120) days after being declared opting.

Part II: official notification

2.1 Department or organization

2.1.1 As already mentioned in 1.1.11, departments or organizations shall advise and consult with the Alliance representatives as completely as possible regarding any workforce adjustment situation as soon as possible after the decision has been made and throughout the process, and will make available to the Alliance the name**,** ~~and~~ work location**, work unit, group and level, home address, email and phone number** of affected employees **no less than two (2) working days prior to notifying employees**.

**

2.1.2 In any workforce adjustment situation which is likely to involve ~~ten (10)~~ **six (6)** or more indeterminate employees covered by this appendix, the department or organizations concerned shall notify the Treasury Board Secretariat, in writing and in confidence, at the earliest possible date and under no circumstances less than four (4) working days before the situation is announced.

2.1.3 Prior to notifying any potentially affected employee, departments or organizations shall also notify the National President of the Alliance. Such notification is to be in writing, in confidence and at the earliest possible date and under no circumstances less than two (2) working days before any employee is notified of the workforce adjustment situation.

2.1.4 Such notification will include the identity and location of the work unit(s) involved, the expected date of the announcement, the anticipated timing of the workforce adjustment situation and the number, group and level of the employees who are likely to be affected by the decision.

Part III: relocation of a work unit

3.1 General

3.1.1 In cases where a work unit is to be relocated, departments or organizations shall provide all employees whose positions are to be relocated with the opportunity to choose whether they wish to move with the position**, to telework (if they are able),** or be treated as if they were subject to a workforce adjustment situation.

3.1.2 Following written notification, employees must indicate, within a period of six (6) months, their intention **with respect to the choices in Article 3.1.1**~~to move~~. If the employee's intention is not to move with the relocated position, the deputy head can provide the employee with either a guarantee of a reasonable job offer **that does not require relocation and/or involves telework** or access to the options set out in section 6.4 of this appendix.

3.1.3 Employees relocating with their work units shall be treated in accordance with the provisions of 1.1.18 to 1.1.22.

**

3.1.4 Although departments or organizations will endeavour to respect employee location preferences, in exceptional circumstances and in consultation with the Treasury Board Secretariat, the deputy head may consider offering a relocated position to an employee in receipt

of a guarantee of a reasonable job offer, after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area. **Should an employee refuse the reasonable job offer, article [NEW XX following 1.1.19] shall apply.**

3.1.5 Employees who are not in receipt of a guarantee of a reasonable job offer shall become opting employees and have access to the options in Part VI of this appendix.

Part IV: retraining

4.1 General

4.1.1 To facilitate the redeployment of affected employees, surplus employees and laid-off persons, departments or organizations shall make every reasonable effort to retrain such persons for:

a. existing vacancies;
   or
b. anticipated vacancies identified by management.

4.1.2 It is the responsibility of the employee, home department or organization and appointing department or organization to identify retraining opportunities**, including language training opportunities,** pursuant to subsection 4.1.1.

4.1.3 When a retraining opportunity has been identified, the deputy head of the home department or organization shall approve up to two (2) years of retraining. **Opportunities for retraining, including language training, shall not be unreasonably denied.**

4.2 Surplus employees

4.2.1 A surplus employee is eligible for retraining, provided that:

a. retraining is needed to facilitate the appointment of the individual to a specific vacant position or will enable the individual to qualify for anticipated vacancies in occupations or locations where there is a shortage of qualified candidates; and
b. there are no other available priority persons who qualify for the position.

NEW ARTICLE XX (renumbering of subsequent articles)

Retraining will not be unreasonably denied. When an employee's request for retraining is denied, the employer shall provide the reasons for the denial to the employee in writing, and detailing why the retraining would not facilitate re-employment.

**

4.2.2 The home department or organization is responsible for ensuring that an appropriate retraining plan is prepared and is agreed to in writing by the employee and the delegated officers of the home and appointing departments or organization. The home department or organization is

responsible for informing the employee in a timely fashion **in writing** if a retraining proposal submitted by the employee is not approved **and the reason(s) for the denial**. ~~Upon request of the employee, feedback regarding the decision, including the reason for not approving the retraining, will be provided in writing.~~

**

4.2.3 Once a retraining plan has been initiated, its continuation and completion are subject to satisfactory performance by the employee. Department or organizations will provide the employee with feedback in writing on the progress of the retraining plan on a regular basis.

4.2.4 While on retraining, a surplus employee continues to be employed by the home department or organization and is entitled to be paid in accordance with his or her current appointment unless the appointing department or organization is willing to appoint the employee indeterminately, on condition of successful completion of retraining, in which case the retraining plan shall be included in the letter of offer.

4.2.5 When a retraining plan has been approved and the surplus employee continues to be employed by the home department or organization, the proposed layoff date shall be extended to the end of the retraining period, subject to 4.2.3.

4.2.6 An employee unsuccessful in retraining may be laid off at the end of the surplus period if the Employer has been unsuccessful in making the employee a reasonable job offer.

4.2.7 In addition to all other rights and benefits granted pursuant to this section, an employee who is guaranteed a reasonable job offer is also guaranteed~~, subject to the employee's willingness to relocate,~~ training to prepare the surplus employee for appointment to a position pursuant to 4.1.1, such training to continue for one (1) year or until the date of appointment to another position, whichever comes first. Appointment to this position is subject to successful completion of the training

4.3 Laid-off persons

4.3.1 A laid-off person shall be eligible for retraining, provided that:

a. retraining is needed to facilitate the appointment of the individual to a specific vacant position;
b. the individual meets the minimum requirements set out in the relevant selection standard for appointment to the group concerned;
c. there are no other available persons with priority who qualify for the position; and

**

d. the appointing department or organization cannot justify, in writing, a decision not to retrain the individual.

4.3.2 When an individual is offered an appointment conditional on successful completion of retraining, a retraining plan shall be included in the letter of offer. If the individual accepts the conditional offer, ~~he or she~~ **they** will be appointed on an indeterminate basis to the full level of

the position after having successfully completed training and being assessed as qualified for the position. When an individual accepts an appointment to a position with a lower maximum rate of pay than the position from which ~~he or she was~~ **they were** laid off, the employee will be salary-protected in accordance with Part V.

Part V: salary protection

5.1 Lower-level position

**

5.1.1 Surplus employees and laid-off persons appointed to a lower-level position under this appendix shall have their salary and pay equity equalization payments, if any, protected in accordance with the salary protection provisions of this agreement or, in the absence of such provisions, the appropriate provisions of the *Directive on Terms and Conditions of Employment*.

5.1.2 Employees whose salary is protected pursuant to 5.1.1 will continue to benefit from salary protection until such time as they are appointed or deployed into a position with a maximum rate of pay that is equal to or higher than the maximum rate of pay of the position from which they were declared surplus or laid off.

Part VI: options for employees

6.1 General

6.1.1 Deputy heads will be expected to provide a guarantee of a reasonable job offer for those affected employees for whom they know or can predict that employment will be available. A deputy head who cannot provide such a guarantee shall provide ~~his or her~~ **their** reasons in writing~~, if so requested by the employee~~ **to the employee and to the PSAC, including why teleworking opportunities are not available**. Employees in receipt of this guarantee will not have access to the choice of options below.

6.1.2 Employees who are not in receipt of a guarantee of a reasonable job offer from their deputy head have one hundred and twenty (120) days to consider the three options below before a decision is required of them.

6.1.3 The opting employee must choose, in writing, one (1) of the three (3) options of section 6.4 of this appendix within the one hundred and twenty (120) day window. The employee cannot change options once he or she has made a written choice.

6.1.4 If the employee fails to select an option, the employee will be deemed to have selected Option 6.4.1(a), twelve (12) month surplus priority period in which to secure a reasonable job offer, at the end of the one hundred and twenty (120) day window.

6.1.5 If a reasonable job offer which does not require relocation is made at any time during the one hundred and twenty (120) day opting period and prior to the written acceptance of a transition support measure or education allowance option, the employee is ineligible for the Transition support measure, the pay in lieu of unfulfilled surplus period or the education allowance.

6.1.6 A copy of any letter issued by departments or organizations under this part or notice of layoff pursuant to the *Public Service Employment Act* shall be sent forthwith to the National President of the Alliance.

6.2 Voluntary departure programs

Departments and organizations shall establish voluntary departure programs for all workforce adjustments situations ~~involving five or more~~ **where the Deputy Head cannot provide a guarantee of a reasonable job offer to all** affected employees working at the same group and level and in the same work unit. Such programs shall:

A. Be the subject of meaningful consultation through joint Union-management WFA committees;
B. Volunteer programs shall not be used to exceed reduction targets. ~~Where reasonably possible, d~~**D**epartments and organizations will identify the number of positions for reduction in advance of the voluntary programs commencing;
C. Take place after affected letters have been delivered to employees;
D. Take place before the department or organization engages in the ~~SERLO~~ **selection and retention** process;
E. Provide for a minimum of ~~30~~ **60** calendar days for employees to decide whether they wish to participate;
F. Allow employees to select options 6.4.1(B), (C)(i) or (C)(ii);

Provide that when the number of volunteers is larger than the required number of positions to be eliminated, volunteers will be selected based on seniority (total years of service in the public service, whether continuous or discontinuous).

6.3 Alternation

6.3.1 All departments or organizations must participate in the alternation process.

**

6.3.2 An alternation occurs when an opting employee or a surplus employee having chosen option 6.4.1(a) who wishes to remain in the core public administration exchanges positions with a non-affected employee (the alternate) willing to leave the core public administration under the terms of Part VI of this appendix.

6.3.3

a. Only opting and surplus employees who are surplus as a result of having chosen Option 6.4.1(a) may alternate into an indeterminate position that remains in the core public administration.
b. ~~If an alternation is proposed for a surplus employee, as opposed to an opting employee, the Transition Support Measure that is available to the alternate under option 6.4.1(b) or option 6.4.1(c)(i) shall be reduced by one week for each completed week between the beginning of the employee's surplus priority period and the date the alternation is proposed.~~

**

6.3.4 An indeterminate employee wishing to leave the core public administration may express an interest in alternating with an opting employee or a surplus employee having chosen option 6.4.1(a). Management will decide, however, whether a proposed alternation is likely to result in retention of the skills required to meet the ongoing needs of the position and the core public administration.

6.3.5 An alternation must permanently eliminate a function or a position.

**

6.3.6 The opting employee or surplus employee having chosen option 6.4.1(a) moving into the unaffected position must meet the requirements of the position, including language requirements. The alternate moving into the opting position must meet the requirements of the position except if the alternate will not be performing the duties of the position and the alternate will be struck off strength within five (5) days of the alternation.

NEW XX (renumber subsequent articles)

Alternation requests shall be responded to within seven (7) days of a request being made. If an alternation is denied, a meeting to discuss the rationale for the decision will be held at affected the employee's or alternating employee's request. The employee shall be advised of their right to have a union representative attend the meeting.

6.3.7 An alternation should normally occur between employees at the same group and level. When the two (2) positions are not in the same group and at the same level, alternation can still occur when the positions can be considered equivalent. They are considered equivalent when the maximum rate of pay for the higher-paid position is no more than six-per-cent (6%) higher than the maximum rate of pay for the lower-paid position.

The Alliance reserves the right to present further proposals on Article 6.3.7

6.3.8 An alternation must occur on a given date, that is, the two (2) employees must directly exchange positions on the same day. There is no provision in alternation for a "domino" effect or for "future considerations."

For clarity, the alternation will not be denied solely as a result of untimely administrative processes.

NEW XX

Where telework would facilitate an alternation, it shall be made available provided the duties of the job permit.

6.4 Options

6.4.1 Only opting employees who are not in receipt of the guarantee of a reasonable job offer from the deputy head will have access to the choice of options below:

a.

i. ~~Twelve (12) month~~ **A** surplus priority period in which to secure a reasonable job offer. It is time-limited. **The length of the surplus priority period is based on the employee's years of service in the public service on the day the employee is informed in writing by the Deputy Head that they are an opting employee:**

- **Employees with less than ten (10) years of service are eligible to a twelve (12) month surplus priority period.**
- **Employees with ten (10) to twenty (20) years of service are eligible to a fourteen (14) month surplus priority period.**
- **Employees with more than twenty (20) years of service are eligible to a sixteen (16) month surplus priority period.**

Should a reasonable job offer not be made within ~~a period of twelve (12) months~~ **the surplus priority period**, the employee will be laid off in accordance with the *Public Service Employment Act*. Employees who choose or are deemed to have chosen this option are surplus employees.

ii. ~~At the request of the employee, t~~**T**his ~~twelve (12) month~~ surplus priority period shall be extended by the unused portion of the one hundred and twenty (120) day opting period referred to in 6.1.2 which remains once the employee has selected in writing Option 6.4.1(a).

iii. When a surplus employee who has chosen or is deemed to have chosen Option 6.4.1(a) offers to resign before the end of the ~~twelve (12) month~~ surplus priority period, the deputy head may authorize a lump-sum payment equal to the surplus employee's regular pay for the balance of the surplus period, up to a maximum of six (6) months. The amount of the lump-sum payment for the pay in lieu cannot exceed the maximum of what he or she would have received had he or she chosen Option 6.4.1(b), the transition support measure.

iv. Departments or organizations will make every reasonable effort to market a surplus employee within the employee's surplus period within his or her preferred area of mobility.

b. Transition support measure is a lump-sum payment, based on the employee's years of service in the public service (see Annex B), made to an opting employee. Employees choosing this option must resign but will be considered to be laid off for purposes of severance pay. The Transition support measure shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2) year period.
or

c. Education allowance is a transition support measure (see Option 6.4.1(b) above) plus an amount of not more than ~~seventeen thousand dollars ($17,000)~~ **twenty-five thousand dollars ($25,000)** for reimbursement of receipted expenses of an opting employee for

tuition from a learning institution and costs of books and relevant equipment. Employees choosing Option 6.4.1(c) could either:

i. resign from the core public administration but be considered to be laid off for severance pay purposes on the date of their departure. **The transition support measure shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2) year period**;
or

ii. delay their departure date and go on leave without pay for a maximum period of two (2) years while attending the learning institution. The transition support measure shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2) year period. During this period, employees could continue to be public service benefit plan members and contribute both employer and employee shares to the benefits plans and the Public Service Superannuation Plan. At the end of the two (2) year leave without pay period, unless the employee has found alternative employment in the core public administration, the employee will be laid off in accordance with the *Public Service Employment Act*.

6.4.2 Management will establish the departure date of opting employees who choose Option 6.4.1(b) or Option 6.4.1(c) above.

6.4.3 The transition support measure, pay in lieu of unfulfilled surplus period, and the education allowance cannot be combined with any other payment under the workforce adjustment Appendix.

6.4.4 In cases of pay in lieu of unfulfilled surplus period, Option 6.4.1(b) and Option 6.4.1(c)(i), the employee relinquishes any priority rights for reappointment upon the Employer's acceptance of ~~his or her~~ **their** resignation.

6.4.5 Employees choosing Option 6.4.1(c)(ii) who have not provided their department or organization with a proof of registration from a learning institution twelve (12) months after starting their leave without pay period will be deemed to have resigned from the core public administration and be considered to be laid off for purposes of severance pay.

**

6.4.6 All opting employees will be entitled to up to ~~one thousand two hundred dollars ($1,200)~~ **three thousand dollars ($3000)** towards counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial and job placement counselling services.

6.4.7 A person who has received a transition support measure, pay in lieu of unfulfilled surplus period, or an education allowance, and is reappointed to the public service shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of such reappointment or hiring to the end of the original period for which the transition support measure or education allowance was paid.

6.4.8 Notwithstanding 6.4.7, an opting employee who has received an education allowance will not be required to reimburse tuition expenses and costs of books and mandatory equipment for which he or she cannot get a refund.

6.4.9 The deputy head shall ensure that pay in lieu of unfulfilled surplus period is only authorized where the employee's work can be discontinued on the resignation date and no additional costs will be incurred in having the work done in any other way during that period.

6.4.10 If a surplus employee who has chosen or is deemed to have chosen Option 6.4.1(a) refuses a reasonable job offer at any time during the twelve (12) month surplus priority period, the employee is ineligible for pay in lieu of unfulfilled surplus period.

6.4.11 Approval of pay in lieu of unfulfilled surplus period is at the discretion of management, but shall not be unreasonably denied.

6.5 Retention payment

6.5.1 There are three (3) situations in which an employee may be eligible to receive a retention payment. These are total facility closures, relocation of work units and alternative delivery initiatives.

6.5.2 All employees accepting retention payments must agree to leave the core public administration without priority rights.

6.5.3 An individual who has received a retention payment and, as applicable, either is reappointed to that portion of the core public administration specified from time to time in Schedules I and IV of the *Financial Administration Act* or is hired by the new employer within the six (6) months immediately following his or her resignation shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of such reappointment or hiring to the end of the original period for which the lump sum was paid.

6.5.4 The provisions of 6.5.5 shall apply in total facility closures where public service jobs are to cease and:

a. such jobs are in remote areas of the country;
   or
b. retraining and relocation costs are prohibitive;
   or
c. prospects of reasonable alternative local employment (whether within or outside the core public administration) are poor.

6.5.5 Subject to 6.5.4, the deputy head shall pay to each employee who is asked to remain until closure of the work unit and offers a resignation from the core public administration to take effect on that closure date, a sum equivalent to six (6) months' pay payable on the day on which the departmental or organizational operation ceases, provided the employee has not separated prematurely.

6.5.6 The provisions of 6.5.7 shall apply in relocation of work units where core public administration work units:

a. are being relocated;
   and
b. the deputy head of the home department or organization decides that, in comparison to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of workplace relocation;
   and
c. the employee has opted not to relocate with the function.

6.5.7 Subject to 6.5.6, the deputy head shall pay to each employee who is asked to remain until the relocation of the work unit and who offers a resignation from the core public administration to take effect on the relocation date, a sum equivalent to six (6) months' pay payable on the day on which the departmental or organizational operation relocates, provided the employee has not separated prematurely.

6.5.8 The provisions of 6.5.9 shall apply in alternative delivery initiatives:

a. where the core public administration work units are affected by alternative delivery initiatives;
b. when the deputy head of the home department or organization decides that, compared to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of the transfer to the new employer;
   and
c. where the employee has not received a job offer from the new employer or has received an offer and did not accept it.

6.5.9 Subject to 6.5.8, the deputy head shall pay to each employee who is asked to remain until the transfer date and who offers a resignation from the core public administration to take effect on the transfer date, a sum equivalent to six (6) months' pay payable upon the transfer date, provided the employee has not separated prematurely.

NEW 6.6 Pension Waiver

6.6.1 If an employee resigns or is laid off as a result a workforce adjustment before being eligible to receive an unreduced pension benefit, the following options may be available to them:

- **A deferred annuity;**
- **An annual allowance; or**
- **A transfer value.**

6.6.2 In general, if an employee retires before meeting the age and service criteria set by the pension plan, they are entitled to an annual allowance (a reduced pension). Because the employee was laid off under a WFA, they may be eligible to have the pension reduction waived from their annual allowance.

6.6.3 To qualify for the early pension waiver, the employee must be within five years of the age of eligibility for a pension, have two or more years of pensionable service and have been employed in the public service for one or more periods totaling at least 10 years.

NEW 6.7 Selection of Employees for Retention or Layoff

6.7.1 When some but not all employees at the same group and level in a work unit are to be retained, the employer will use a process of selection of employees for retention and layoff based on seniority.

6.7.2 The employer shall meet its legislated employment equity obligations.

Part VII: special provisions regarding alternative delivery initiatives

Preamble

The administration of the provisions of this part will be guided by the following principles:

a. fair and reasonable treatment of employees;
b. value for money and affordability;
   and
c. maximization of employment opportunities for employees.

7.1 Definitions

For the purposes of this part, an **alternative delivery initiative** (diversification des modes de prestation des services) is the transfer of any work, undertaking or business of the core public administration to any body or corporation that is a separate agency or that is outside the core public administration.

For the purposes of this part, a **reasonable job offer** (offre d'emploi raisonnable) is an offer of employment received from a new employer in the case of a Type 1 or Type 2 transitional employment arrangement, as determined in accordance with 7.2.2.

For the purposes of this part, a **termination of employment** (licenciement de l'employé-e) is the termination of employment referred to in paragraph 12(1)(f~~.1~~) of the *Financial Administration Act*

7.2 General

Departments or organizations will, as soon as possible after the decision is made to proceed with an alternative delivery initiative (ADI), and if possible, not less than one hundred and eighty (180) days prior to the date of transfer, provide notice to the Alliance component(s) of its intention.

The notice to the Alliance component(s) will include:

a. the program being considered for ADI;

b. the reason for the ADI;
and
c. the type of approach anticipated for the initiative.

A joint Workforce Adjustment-Alternative Delivery Initiative (WFA-ADI) committee will be created for ADI and will have equal representation from the department or organization and the component(s). By mutual agreement, the committee may include other participants. The joint WFA-ADI committee will define the rules of conduct of the committee.

In cases of ADI, the parties will establish a joint WFA-ADI committee to conduct meaningful consultation on the human resources issues related to the ADI in order to provide information to the employee which will assist him or her in deciding on whether or not to accept the job offer.

1. **Commercialization**

   In cases of commercialization where tendering will be part of the process, the members of the joint WFA-ADI committee shall make every reasonable effort to come to an agreement on the criteria related to human resources issues (for example, terms and conditions of employment, pension and health care benefits, the take-up number of employees) to be included in the request for proposal process. The committee will respect the contracting rules of the federal government.

2. **Creation of a new agency**

   In cases of the creation of new agencies, the members of the joint WFA-ADI committee shall make every reasonable effort to agree on common recommendations related to human resources issues (for example, terms and conditions of employment, pension, and health care benefits) that should be available at the date of transfer.

3. **Transfer to existing employers**

   In all other ADI where an employer-employee relationship already exists, the parties will hold meaningful consultations to clarify the terms and conditions that will apply upon transfer

   In cases of commercialization and the creation of new agencies, consultation opportunities will be given to the component(s); however, in the event that agreements are not possible, the department may still proceed with the transfer.

7.2.1 The provisions of this part apply only in the case of alternative delivery initiatives and are in exception to other provisions of this appendix. Employees who are affected by alternative delivery initiatives and who receive job offers from the new employer shall be treated in accordance with the provisions of this part, and only where specifically indicated will other provisions of this appendix apply to them. **Employees who are affected by alternative delivery initiatives and who do not receive job offers from the new employer shall be treated in accordance with Parts I-VI of this appendix.**

7.2.2 There are three (3) types of transitional employment arrangements resulting from alternative delivery initiatives:

a. Type 1, full continuity
Type 1 arrangements meet all of the following criteria:

**

i. legislated successor rights apply; specific conditions for successor rights applications will be determined by the labour legislation governing the new employer;
ii. the *Directive on Terms and Conditions of Employment*, the terms of the collective agreement referred to therein and/or the applicable compensation plan will continue to apply to unrepresented and excluded employees until modified by the new employer or by the Federal Public Sector Labour Relations and Employment Board (FPSLREB) pursuant to a successor rights application;
iii. recognition of continuous employment, as defined in the *Directive on Terms and Conditions of Employment*, for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights;
iv. pension arrangements according to the Statement of Pension Principles set out in Annex A or, in cases where the test of reasonableness set out in that Statement is not met, payment of a lump sum to employees pursuant to 7.7.3;
v. transitional employment guarantee: a two (2) year minimum employment guarantee with the new employer;
vi. coverage in each of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
vii. short-term disability bridging: recognition of the employee's earned but unused sick leave credits up to the maximum of the new employer's LTDI waiting period.

b. Type 2, substantial continuity
Type 2 arrangements meet all of the following criteria:

i. the average new hourly salary offered by the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty-five per cent (85%) or greater of the group's current federal hourly remuneration (= pay + equal pay adjustments + supervisory differential) when the hours of work are the same;
ii. the average annual salary of the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty-five per cent (85%) or greater of federal annual remuneration (= per cent or greater of federal annual remuneration (= pay + equal pay adjustments + supervisory differential) when the hours of work are different;
iii. pension arrangements according to the Statement of Pension Principles as set out in Annex A or, in cases where the test of reasonableness set out in that Statement is not met, payment of a lump sum to employees pursuant to 7.7.3;

iv. transitional employment guarantee: employment tenure equivalent to that of the permanent workforce in receiving organizations or a two (2) year minimum employment guarantee;
v. coverage in each area of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
vi. short-term disability arrangement.

c. Type 3, lesser continuity
A Type 3 arrangement is any alternative delivery initiative that does not meet the criteria applying in Type 1 and Type 2 transitional employment arrangements.

7.2.3 For Type 1 and Type 2 transitional employment arrangements, the offer of employment from the new employer will be deemed to constitute a reasonable job offer for purposes of this part.

7.2.4 For Type 3 transitional employment arrangements, an offer of employment from the new employer will not be deemed to constitute a reasonable job offer for purposes of this part.

7.3 Responsibilities

7.3.1 Deputy heads will be responsible for deciding, after considering the criteria set out above, which of the types applies in the case of particular alternative delivery initiatives.

7.3.2 Employees directly affected by alternative delivery initiatives are responsible for seriously considering job offers made by new employers and advising the home department or organization of their decision within the allowed period.

7.4 Notice of alternative delivery initiatives

7.4.1 Where alternative delivery initiatives are being undertaken, departments or organizations shall provide written notice to all employees offered employment by the new employer, giving them the opportunity to choose whether or not they wish to accept the offer.

7.4.2 Following written notification, employees must indicate within a period of sixty (60) days their intention to accept the employment offer, except in the case of Type 3 arrangements, where home departments or organizations may specify a period shorter than sixty (60) days, but not less than thirty (30) days.

7.5 Job offers from new employers

7.5.1 Employees subject to this appendix (see Application) and who do not accept the reasonable job offer from the new employer in the case of Type 1 or Type 2 transitional employment arrangements will be given four (4) months' notice of termination of employment and their employment will be terminated at the end of that period or on a mutually agreed-upon date before the end of the four (4) month notice period, except where the employee was unaware of the offer or incapable of indicating an acceptance of the offer.

7.5.2 The deputy head may extend the notice-of-termination period for operational reasons, but no such extended period may end later than the date of the transfer to the new employer.

7.5.3 Employees who do not accept a job offer from the new employer in the case of Type 3 transitional employment arrangements may be declared opting or surplus by the deputy head in accordance with the provisions of the other parts of this appendix.

7.5.4 Employees who accept a job offer from the new employer in the case of any alternative delivery initiative will have their employment terminated on the date on which the transfer becomes effective, or on another date that may be designated by the home department or organization for operational reasons, provided that this does not create a break in continuous service between the core public administration and the new employer.

7.6 Application of other provisions of the appendix

7.6.1 For greater certainty, the provisions of Part II, Official Notification, and section 6.5, Retention Payment, will apply in the case of an employee who refuses an offer of employment in the case of a Type 1 or Type 2 transitional employment arrangement. A payment under section 6.5 may not be combined with a payment under the other section.

7.7 Lump-sum payments and salary top-up allowances

7.7.1 Employees who are subject to this appendix (see application) and who accept the offer of employment from the new employer in the case of Type 2 transitional employment arrangements will receive a sum equivalent to three (3) months' pay, payable on the day on which the departmental or organizational work or function is transferred to the new employer. The home department or organization will also pay these employees an eighteen (18) month salary top-up allowance equivalent to the difference between the remuneration applicable to their core public administration position and the salary applicable to their position with the new employer. This allowance will be paid as a lump sum, payable on the day on which the departmental or organizational work or function is transferred to the new employer.

7.7.2 In the case of individuals who accept an offer of employment from the new employer in the case of a Type 2 arrangement and whose new hourly or annual salary falls below eighty per cent (80%) of their former federal hourly or annual remuneration, departments or organizations will pay an additional six (6) months of salary top-up allowance for a total of twenty-four (24) months under this section and 7.7.1. The salary top-up allowance equivalent to the difference between the remuneration applicable to their core public administration position and the salary applicable to their position with the new employer will be paid as a lump sum, payable on the day on which the departmental or organizational work or function is transferred to the new employer.

7.7.3 Employees who accept the reasonable job offer from the successor employer in the case of Type 1 or Type 2 transitional employment arrangements where the test of reasonableness referred to in the Statement of Pension Principles set out in Annex A is not met, that is, where the actuarial value (cost) of the new employer's pension arrangements is less than six decimal five per cent (6.5%) of pensionable payroll (excluding the employer's costs related to the administration of the

plan), will receive a sum equivalent to three (3) months' pay, payable on the day on which the departmental or organizational work or function is transferred to the new employer.

7.7.4 Employees who accept an offer of employment from the new employer in the case of Type 3 transitional employment arrangements will receive a sum equivalent to six (6) months' pay, payable on the day on which the departmental or organizational work or function is transferred to the new employer. The home department or organization will also pay these employees a twelve (12) month salary top-up allowance equivalent to the difference between the remuneration applicable to their core public administration position and the salary applicable to their position with the new employer. The allowance will be paid as a lump sum, payable on the day on which the departmental or organizational work or function is transferred to the new employer. The total of the lump-sum payment and the salary top-up allowance provided under this section will not exceed an amount equivalent to one (1) year's pay.

7.7.5 For the purposes of 7.7.1, 7.7.2 and 7.7.4, the term "remuneration" includes and is limited to salary plus equal pay adjustments, if any, and supervisory differential, if any.

7.8 Reimbursement

7.8.1 An individual who receives a lump-sum payment and salary top-up allowance pursuant to 7.7.1, 7.7.2, 7.7.3 or 7.7.4 and who is reappointed to that portion of the core public administration specified from time to time in Schedules I and IV of the *Financial Administration Act* at any point during the period covered by the total of the lump-sum payment and salary top-up allowance, if any, shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of reappointment to the end of the original period covered by the total of the lump-sum payment and salary top-up allowance, if any.

7.8.2 An individual who receives a lump-sum payment pursuant to 7.6.1 and, as applicable, is either reappointed to that portion of the core public administration specified from time to time in Schedules I and IV of the *Financial Administration Act* or hired by the new employer at any point covered by the lump-sum payment, shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of the reappointment or hiring to the end of the original period covered by the lump-sum payment.

7.9 Vacation leave credits and severance pay

7.9.1 Notwithstanding the provisions of this agreement concerning vacation leave, an employee who accepts a job offer pursuant to this Part may choose not to be paid for earned but unused vacation leave credits, provided that the new employer will accept these credits.

7.9.2 Notwithstanding the provisions of this agreement concerning severance pay, an employee who accepts a reasonable job offer pursuant to this Part will not be paid severance pay where successor rights apply and/or, in the case of a Type 2 transitional employment arrangement, when the new employer recognizes the employee's years of continuous employment in the public service for severance pay purposes and provides severance pay entitlements similar to the employee's severance pay entitlements at the time of the transfer.

However, an employee who has a severance termination benefit entitlement under the terms of Article 60.05(b) or (c) of Appendix O shall be paid this entitlement at the time of transfer.

7.9.3 Where:

a. the conditions set out in 7.9.2 are not met,
b. the severance provisions of this agreement are extracted from this agreement prior to the date of transfer to another non-federal public sector employer,
c. the employment of an employee is terminated pursuant to the terms of 7.5.1, or
d. the employment of an employee who accepts a job offer from the new employer in a Type 3 transitional employment arrangement is terminated on the transfer of the function to the new employer,

the employee shall be deemed, for purposes of severance pay, to be involuntarily laid off on the day on which employment in the core public administration terminates.

Annex A: statement of pension principles

1. The new employer will have in place, or His Majesty in right of Canada will require the new employer to put in place, reasonable pension arrangements for transferring employees. The test of "reasonableness" will be that the actuarial value (cost) of the new employer pension arrangements will be at least ~~six decimal five per cent (6.5%)~~ **nine decimal seventeen per cent (9.17%)** of pensionable payroll, which in the case of defined-benefit pension plans will be as determined by the assessment methodology dated October 7, 1997, developed by Towers Perrin for the Treasury Board. This assessment methodology will apply for the duration of this agreement. Where there is no reasonable pension arrangement in place on the transfer date or no written undertaking by the new employer to put such reasonable pension arrangement in place effective on the transfer date, subject to the approval of Parliament and a written undertaking by the new employer to pay the employer costs, *Public Service Superannuation Act* coverage could be provided during a transitional period of up to a year.
2. Benefits in respect of service accrued to the point of transfer are to be fully protected.
3. His Majesty in right of Canada will seek portability arrangements between the Public Service Superannuation Plan and the pension plan of the new employer where a portability arrangement does not yet exist. Furthermore, His Majesty in right of Canada will seek authority to permit employees the option of counting their service with the new employer for vesting and benefit thresholds under the *Public Service Superannuation Act*.

Annex B

Years of service in the public service	Transition Support Measure (TSM) (payment in weeks' pay)
0	10
1	22
2	24
3	26
4	28
5	30
6	32
7	34
8	36
9	38
10	40
11	42
12	44
13	46
14	48
15	50
16	52
17	52
18	52
19	52
20	52
21	52
22	52
23	52
24	52
25	52
26	52
27	52
28	52
29	52
30	49
31	46
32	43
33	40
34	37

Years of service in the public service	Transition Support Measure (TSM) (payment in weeks' pay)
35	34
36	31
37	28
38	25
39	22
40	19
41	16
42	13
43	10
44	07
45	04

For indeterminate seasonal and part-time employees, the transition support measure will be pro-rated in the same manner as severance pay under the terms of this agreement.

Severance pay provisions of this agreement are in addition to the transition support measure.

Annex C: role of Public Service Commission in administering surplus and layoff priority entitlements

1. The Public Service Commission will refer surplus employees and laid-off persons to positions, in all departments, organizations and agencies governed by the *Public Service Employment Act*, for which they are potentially qualified for the essential qualifications, unless the individuals have advised the Public Service Commission and their home departments or organizations in writing that they are not available for appointment. The Public Service Commission will further ensure that entitlements are respected and that priority persons are fairly and properly assessed.
2. The Public Service Commission, acting in accordance with the *Privacy Act*, will provide the Treasury Board Secretariat with information related to the administration of priority entitlements which may reflect on departments' or organizations' and agencies' level of compliance with this appendix.
3. The Public Service Commission will provide surplus and laid-off persons with information on their priority entitlements.
4. The Public Service Commission will, in accordance with the *Privacy Act*, provide information to the Alliance on the numbers and status of their members who are in the Priority Information Management System and, on a service-wide basis.
5. The Public Service Commission will ensure that a reinstatement priority is given to all employees who are appointed to a position at a lower level.
6. The Public Service Commission will, in accordance with the *Privacy Act*, provide information to the Employer, departments or organizations and/or the Alliance on referrals of surplus employees and laid-off persons in order to ensure that the priority entitlements are respected.

Public Service Commission “Guide to the Priority Information Management System.”

Appendix L – Implementation

The Union reserves the right to make proposals at a later date on APPENDIX L - MEMORANDUM OF UNDERSTANDING WITH RESPECT TO IMPLEMENTATION OF THE COLLECTIVE AGREEMENT

NEW ARTICLE – Biohazardous Material

XX.01

When an employee is required to come in contact with blood, feces, or organic liquids while engaged in the cleaning up of biological or organic materials, 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 Employer before work is commenced.

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.

NEW ARTICLE - Indigenous Language Allowance and Preservation

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 - Reproductive Health Support

XX.01

For the purposes of this article, "reproductive health" includes

i. **Menstruation, perimenopause, menopause, hypogonadism;**
ii. **Polycystic ovarian syndrome (PCOS), endometriosis;**
iii. **In Vitro Fertilization (IVF) and other forms of assisted reproductive technologies;**
iv. **Vasectomy, tubal ligation, hysterectomy, oophorectomy;**
v. **Pregnancy that ends other than as a result of a live birth;**
vi. **Gender-affirming reproductive care;**

and medical conditions, procedures, and treatments related to the above.

XX.02

The Employer recognises the importance of providing a supportive environment when employees experience pain, discomfort, or other symptoms related to reproductive health. This includes ensuring a workplace that is both physically and psychologically healthy, promoting well-being, and addressing mental health needs associated with these experiences.

Individual Reproductive Health Support

XX.03

To support employees managing reproductive health symptoms and ensure a safe work environment, the Employer will approve reasonable requests for:

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

a) Where the standard work week is thirty-seven decimal five (37.5) hours , Employees are entitled up to ninety (90) hours paid leave per calendar year to manage symptoms associated with reproductive health, and/or attend appointments without the requirement to provide a medical certificate.

b) Where the standard work week is forty (40) hours, Employees are entitled up to ninety six (96) hours paid leave per calendar year to manage symptoms associated with reproductive health, and/or attend appointments without the requirement to provide a medical certificate.

XX.05

a) Where the standard work week is thirty-seven decimal five (37.5) hours, an employee shall earn reproductive health leave credits at the rate of nine decimal three seven five (9.375) for each calendar month for which the employee receives pay for at least seventy-five (75) hours of pay, up to a maximum of ninety (90) hours per year.

b) A shift worker whose standard work week is thirty-seven decimal five (37.5) hours per week shall earn additional reproductive health leave credits at the rate of one decimal twenty-five (1.25) hours for each calendar month during which they work shifts and they receive pay for at least seventy-five (75) hours of pay.

c) Where the standard work week is forty (40) hours, an employee shall earn reproductive health leave credits at the rate of ten (10) hours for each calendar month for which the employee receives pay for at least eighty (80) hours of pay, up to a maximum of ninety-six (96) hours per year.

d) A shift worker whose standard work week is forty (40) hours per week shall earn additional reproductive health leave credits at the rate of one decimal thirty-three (1.33) hours for each calendar month during which they work shifts and they receive pay for at least eighty (80) hours of pay.

Such credits listed above shall not be carried over in the next fiscal year.

XX.06
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.07

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.08

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

XX.09

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.10

If an employee's pregnancy ends before completing week twenty (20) of pregnancy, they are entitled to three (3) days paid leave.

XX.11

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

a. **seven (7) working days of leave with pay; and**
b. **up to eight (8) weeks of leave without pay, unless the employee is entitled to a longer period of leave under Article 41.**

XX.12

For clarity, if the pregnancy ends after completing week twenty (20), and the employee has commenced unpaid leave under Article 41, 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.13

The leave under XX.12 (a) may be taken in a single time period of seven (7) working days, or in two (2) separate time periods to a maximum of seven (7) working days.

New Article XX – The digital workplace: artificial intelligence (AI) and emerging technologies

ai.01 The employer 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.

ai.02 The employer 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.

ai.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.

ai.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 Treasury Board policies, including the Policy on Privacy Protection, the Directive on Privacy Practices, and the Policy on Government Security or related policies.

ai.05 The Employer 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.

ai.06 The Employer shall not use Artificial intelligence or automated decision-making systems programs in hiring processes.

ai.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.

Training related to AI and emerging technologies

ai.08 The Employer 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.

ai.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

ai.10 The Employer shall implement safeguards and bias-mitigation measures to protect employees from adverse impacts of automated decision-making.

ai.11 The Employer 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.

ai.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.

ai.13 Employees shall not be subject to discipline or held personally liable ~~solely~~ 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.

ai.14 The Employer 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

ai.15 The Employer shall prioritize in-house development and deployment of AI systems, tools, and services, and, where in-house development is not immediately feasible, the Employer 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 – Surveillance protections and privacy

sp.01 Employees shall have a reasonable expectation of privacy in their communications, workspaces, and digital interactions. The Employer shall ensure that decisions affecting an employee's rights, duties, or working conditions include meaningful human involvement.

sp.02 The Employer shall not use electronic surveillance to monitor, assess, or evaluate employees, their work performance or productivity, nor use such data for disciplinary purposes.

sp.03 An employee will not be subject to enhanced electronic tracking or surveillance solely because they are teleworking.

sp.04 The Employer 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.

sp.05 Prior to introducing or modifying monitoring or electronic surveillance technology, the Employer 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 sp.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.

sp.06 For all current monitoring or surveillance technology affecting bargaining unit members, the Employer shall provide the Alliance with an annual report as outlined in clause sp.04 a-d.

sp.07 Upon request by the Alliance, the Employer and Alliance shall jointly review any monitoring or surveillance technology in use, to determine whether its continued

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

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

sp.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 Treasury Board 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 the Treasury Board (the Employer) 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 ~~also~~ raise important considerations regarding job security, employee privacy, workplace surveillance, and required skill development.

The Employer 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 Employer 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 to 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 employer-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.

New Article - Adapting Workplaces to Climate Change

XX.XX

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

a) **Reimbursement for public transportation,**

b) **Reimbursement of parking for employees who car-pool,**

c) **Charging stations for electric vehicles, and**

Secure storage for bicycles, e-bicycles and scooters.