



# **TREASURY BOARD NEGOTIATIONS 2025**

---

## **Operation Services (SV)**

### **Bargaining Proposals**

**June 11, 2025**

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;~~

***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.**

**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 2.*

## **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**

**20.024 With respect to a grievance filed in relation to this Article;**

- a. Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

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

#### 20.035

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.**

**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 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. ~~I. one~~ **two (2)** additional days in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional **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 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 (5<sup>th</sup>)** 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 (5<sup>th</sup>)** 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 (10<sup>th</sup>)** 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 (23<sup>rd</sup>)** 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 (30<sup>th</sup>)** 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 (35<sup>th</sup>) 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 ~~eight (8th)~~ **fifth (5<sup>th</sup>)** year of service occurs;
- b. twelve decimal five (12.5) hours commencing with the month in which the employee's ~~eight (8th)~~ **fifth (5<sup>th</sup>)** 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;~~
- e. 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 (23<sup>th</sup>)** anniversary of service occurs;
- e. **Twenty (20) hours commencing with the month in which the employee's thirtieth (30<sup>th</sup>) 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 (35<sup>th</sup>) 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 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.~~

~~e.~~ 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)~~ 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 clauses 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 clauses 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 fields 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 61: Employee Performance Review and Employee Files**

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

- Surveillance not to be used to monitor performance/productivity (but allow for tracking e.g. CRA access to accounts that should not be accessed, etc.).
- The employee has the right to know if surveillance data is used during investigations.
- Disclosure to Union of current/planned surveillance (why, what, how), consultation on potential impacts on privacy, working conditions.

**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.

**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**

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

**Area for bargaining improvements:**

- 1) To better address emerging or current workforce adjustment situations, expand the responsibilities of the Treasury Board Secretariat to include the establishment of a national joint workforce adjustment committee**
- 2) Reduce instances of involuntary relocation**
- 3) Maximize employment opportunities by way of teleworking**
- 4) Add Selection of Employees for Retention or Layoff (SERLO) process to collective agreement and redefine to include equitable seniority for determining layoffs**
- 5) Remove references to ‘contracting out’ in the Appendix to align with amendments to the job security article.**
- 6) To heighten awareness and access to WFA-related entitlements, add a reference to the waiver of reduction in an employee’s pension benefit due to early retirement for “opting employees” who terminate their employment due to Workforce Adjustment.**

**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 – Employee privacy and data security**

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

**Article XX: The digital workplace: introduction of artificial intelligence**

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