



Public Service Alliance of Canada  
Alliance de la Fonction publique du Canada

## **TENTATIVE AGREEMENT**

**PUBLIC SERVICE ALLIANCE OF CANADA (PSAC)**

**OPERATIONAL SERVICES BARGAINING UNIT (SV)**

COMPRISING EMPLOYEES IN THE FOLLOWING CLASSIFICATIONS:

Firefighters (FR)  
General Labour and Trades (GL)  
General Services (GS)  
Heating, Power and Stationary Plant Operations (HP)  
Hospital Services (HS)  
Lightkeepers (LI)  
Ships' Crews (SC)  
Printing Operations (Supervisory) (PR(S))



File: 2121-SV-3

May 1, 2023

**TO: ALL MEMBERS OF THE PSAC – OPERATIONAL SERVICES BARGAINING UNIT (SV)**

**RE: TENTATIVE AGREEMENT**

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On May 1<sup>st</sup>, 2023, after more than two years of negotiations leading to one of the largest strikes in Canadian history, our SV bargaining team has reached a tentative agreement for more than 10,000 workers who deliver critical services to Canadians.

This agreement is the product of the tenacity of PSAC members who held the line on fair wages and better working conditions. If ratified, the settlement will improve members’ working conditions in several ways.

Our bargaining team unanimously recommends ratification of this tentative agreement.

The duration of this new agreement is August 5, 2021 to August 4, 2025.

**HIGHLIGHTS OF OUR TENTATIVE AGREEMENT**

**1. Economic Increases**

The tentative agreement contains significant improvements to monetary compensation for members. The total compensation for all SV group members amounts to a minimum increase of 12% over the four years of the collective agreement,

Effective	Breakdown of economic increase	Total economic increase
August 5, 2021	<ul style="list-style-type: none"> <li>increase to rates of pay: 1.5%</li> </ul>	1.50%
August 5, 2022	<ul style="list-style-type: none"> <li>increase to rates of pay: 3.5%</li> <li>wage adjustment: 1.25%</li> </ul>	4.75%
August 5, 2023	<ul style="list-style-type: none"> <li>increase to rates of pay: 3.0%</li> <li>wage adjustment: minimum of 0.5% (see Group Specific Market Adjustments below)</li> </ul>	3.50% (minimum)
August 5, 2024	<ul style="list-style-type: none"> <li>increase to rates of pay: 2.00%</li> <li>wage adjustment: 0.25%</li> </ul>	2.25%

## **LUMP SUM PAYMENT**

A \$2,500 one-time pensionable lump sum allowance will be paid to all employees in the bargaining unit on the date of signing of the collective agreement.

## **GROUP SPECIFIC MARKET ADJUSTMENTS**

The following group specific market adjustments will be applied to the wage rates of the following groups, effective August 5, 2023:

- For all employees in the GL-MAM sub-group: 3%
- For all employees in the GL-COI sub-group: 3%
- For all employees in the GL-VHE sub-group: 3%
- For all employees in the GL-MDO sub-group: 3%
  - For the four (4) above-listed GL subgroups, the compounded wage increases, which include general economic increases, wage adjustments, and a 3% market adjustment, amounts to 15.39% over the 4-year term of the agreement.
- For all employees in the SC sub-group: 4%
  - For the SC subgroup, the compounded wage increases, which includes the general economic increases, wage adjustments, and a 4% market adjustment, amounts to 16.51% over the 4-year term of the agreement.
- For all employees in the FR sub-group: 6%
  - For the FR subgroup, the compounded wage increases, which includes the general economic increases, wage adjustments, and a 6% market adjustment, amounts to 18.75% over the 4-year term of the agreement.
- For all employees in the HP sub-group: 3%
  - For the HP subgroup, the compounded wage increases, which includes the general economic increases, wage adjustments, and a 3% market adjustment, amounts to 15.39% over the 4-year term of the agreement.

A pay line adjustment of 0.5% for all employees in the following groups:

- GL-EIM
  - GL-ELE
  - GL-PIP
  - GL-WOW
  - GL-AIM
  - GL-AMW
  - GL-GHW
  - GL-INM
  - GL-MAN
  - GL-MOC
  - GL-MST
  - GL-PCF
  - GL-PRW
  - GL-SMW
  - GS
  - HS
  - LI
  - PR(S)
- For the fourteen (14) additional GL subgroups, GS subgroup, HS subgroups, LI subgroup, and PR(S) subgroup, the compounded wage increases, which includes the general economic increases, wage adjustments, and a pay line adjustment of 0.5%, amounts to 12.59% over the 4-year term of the agreement.

## **ARTICLE 27 – SHIFT AND WEEKEND PREMIUM**

An increase from \$2.00 to \$2.25 per hour to the weekend premium rate only (Article 27.01; Appendix B (GL), Annex E, 11.a; Appendix D (HP), 5.01)

## **ARTICLE 61 – CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE**

An increase to the value of the CSSDA, from \$2,000 to \$2,140, as well as an increase to its scope, as employees working at CORCAN Community Industries will now be eligible for the allowance.

## **ARTICLE 63 – DANGEROUS GOODS**

An increase to the Dangerous Goods Allowance, from a daily allowance of \$3.50 to a monthly allowance of \$75.

## **APPENDIX A (FR), LONG SERVICE PAY**

Long service pay for periods of service in the public service have increased by the following amounts (Appendix A (FR), 5.01):

- For 5 to 9 years, long service pay increased from \$833 to **\$933**
- For 10 to 14 years, long service pay increased from \$956 to **\$1,071**
- For 15 to 19 years, long service pay increased from \$1,103 to **\$1,236**
- For 20 to 24 years, long service pay increased from \$1,249 to **\$1,399**
- For 25 to 29 years, long service pay increased from \$1,395 to **\$1,563**
- For 30 years or more, long service pay increased from \$1,541 to **\$1,726**

## **APPENDIX B (GL), ANNEX N: GL-MAM, REFRIGERATION HVAC TECHNICIAN**

Eligible GL-MAM Refrigeration HVAC Technicians will receive an increase to the existing annual allowance from \$8,480 to \$9,500

## **APPENDIX E, NEW ANNEXES: RECRUITMENT AND RETENTION ALLOWANCES**

LPNs and RPNs at the HS-PHS-07 level who are permanently assigned in work locations in remote and isolated First Nations communities shall be eligible to new recruitment and retention allowances.

In their first month of hiring, these employees shall receive an allowance of \$2,150, followed by a subsequent allowance of \$3,150 at the end of their twelfth month after hiring.

Following their twelfth month of continuous or discontinuous work, eligible employees, as noted above, shall receive an annual allowance of \$5,300 (\$441,67 per month).

## **APPENDIX F, ANNEX B: SUPPLEMENTARY ALLOWANCES**

Full-time station lightkeepers in 1-and 2-employee stations will receive an increase to the supplementary allowance from \$2,371 to \$2,656.

Full-time lightkeepers in 4-employee stations will receive an increase to the supplementary allowance from \$2,032 to \$2,276.

## **APPENDIX G, ANNEX G: RESCUE SPECIALIST ALLOWANCE**

This allowance increased from \$175 to \$240 per month.

## **APPENDIX L – IMPLEMENTATION**

Compensation increases including premiums, allowances, and changes in overtime rates will be implemented within 180 days after signature where there is no need for manual intervention. Lump sum of \$200 payable if the outstanding amount is more than \$500 owed after 181 days after signature.

## **2. JOB SECURITY AND WFA**

### **ARTICLE 23 – JOB SECURITY**

New protections to ensure that when indeterminate employees are affected by workforce adjustment situations preference shall be given to their retention over re-engaging a contractor. Commitment from the Employer to meet and discuss on issues associated with contracting out and managed services.

## **APPENDIX I – WORKFORCE ADJUSTMENT**

Letter of Agreement where both parties commit to submit a joint proposal to the Public Service Commission of Canada to include seniority rights in the Workforce Adjustment process.

Increase to the employee entitlement towards counselling services when affected by a Workforce Adjustment from \$1000 to \$1200.

Additional information and feedback to be provided to the employee and the Alliance during a Workforce Adjustment process.

## **3. REMOTE WORK**

New letter of agreement confirming that telework is voluntary, can be initiated by the employee, and that arrangements will be considered on a case-to-case basis.

The letter of agreement also provides for the creation of joint union-employer departmental panels. Employee rights around telework arrangements will be protected through a grievance process and grievances that were not settled prior to the final step of the grievance process may be referred to the joint union-management panel for review.

The Employer also committed to establishing a Joint Consultation Committee which will be co-chaired by the Public Service Alliance of Canada to the review of the Employer's Directive on Telework.

#### **4. OTHER IMPORTANT CHANGES TO THE COLLECTIVE AGREEMENT**

##### **ARTICLE 10 - INFORMATION**

Employees of the bargaining unit will be given electronic access to the collective agreement and supplied with a printed copy upon request.

##### **ARTICLE 12 – USE OF EMPLOYER FACILITIES**

Language added to ensure Alliance representative can access Employer premises for stated union business.

##### **ARTICLE 14 – LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS**

Expansion to the types of events that can be attended while on leave for Alliance business, specifically conferences, and meetings of Alliance committees.

##### **ARTICLE 24 – TECHNOLOGICAL CHANGE**

Addition of the terms “system or software” in the definition of technological change.

##### **ARTICLE 32, 65 & Appendix A – DESIGNATED PAID HOLIDAYS**

Inclusion of National Day for Truth and Reconciliation as a designated paid holiday.

Corresponding changes to article 64 Part-time employees: Designated Paid Holiday allowance for part-time workers increases from 4.25% to 4.6%.

Increase of number of designated paid holidays for Fire Fighters, from eleven to the same number of holidays under Article 32.

##### **ARTICLE 46 – LEAVE WITH PAY FOR FAMILY RELATED RESPONSIBILITIES**

Expansion of leave provision to include the possibility for the employee to use family-related responsibilities to visit a family member with terminal illness.

Increase of the cap to 40% of hours to attend an appointment with a legal or paralegal representative or with a financial or other professional representative or with a financial or other professional.

##### **ARTICLE 49 – BEREAVEMENT LEAVE WITH PAY**

Expansion of scope of bereavement leave to include aunt and uncle.

##### **ARTICLE 53 – CAREER DEVELOPMENT LEAVE APPENDIX G, ANNEX I : TRAINING**

The Employer shall now commit to respond to requests for career development and Training.

## **ARTICLE 70 – DURATION**

The new agreement, if ratified by the membership, will expire on August 4, 2025.

## **NEW ARTICLE – LEAVE FOR TRADITIONAL INDIGENOUS PRACTICES**

Five days of leave including two days with pay for self-identified Indigenous employees to engage in traditional Indigenous practices including land-based activities such as hunting, fishing and harvesting.

## **APPENDIX J MEMORANDUM OF UNDERSTANDING WITH RESPECT TO A JOINT LEARNING PROGRAM**

Additional fund to provide training tailored to the learning needs of occupational health and safety committees and representatives.

## **NEW APPENDIX WITH RESPECT TO A JOINT REVIEW ON EMPLOYMENT EQUITY, DIVERSITY AND INCLUSION TRAINING AND INFORMAL CONFLICT MANAGEMENT SYSTEMS**

Creation of a Joint Committee to review existing training courses related to EEDI and ensure employees are fully aware of training opportunities that are available to them during their normal work hours. The Committee will also review existing informal conflict management systems available to employees.

## **NEW APPENDIX WITH RESPECT TO MATERNITY AND PARENTAL LEAVE WITHOUT PAY**

Creation of a Joint Committee to compare the interaction between the collective agreements and Employment Insurance Program and Quebec Parental Insurance Plan. In addition, the Committee will review maternity leave and parental leave provisions to identify opportunities to simplify the language.

## **NEW APPENDIX WITH RESPECT TO GENDER INCLUSIVE LANGUAGE**

Creation of a Joint Committee to review the collective agreement to render the language more gender-inclusive in both official languages.

## **NEW APPENDIX WITH RESPECT TO PAY SIMPLIFICATION SOLUTIONS**

New Memorandum of Understanding to confirm the parties' commitment to ongoing collaboration with regards to the identification of pay administration simplification solutions.

## **BILINGUALISM BONUS**

Official commitment from the Employer to agree to a review of the NJC Bilingualism Bonus Directive.

**Further minor amendments to the following articles:**

Article 2 – Interpretations and Definitions (common-law)

Article 19 – No discrimination

Article 20 – Sexual Harassment

Article 36 – Leave, General

Article 37 – Vacation Leave with Pay

Appendix P – Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada with Respect to Mental Health in the Workplace

**Housekeeping changes** to numerous articles and appendices to correct references, titles and typos and outdated references.

The new agreement, if ratified by the membership, will expire on August 4, 2025.

Your Bargaining Team, comprising:

Satinder Bains	Kristina Maclean
Serge Desbiens	Brent McInnis
Jason Elder	
Bert Farwell	
Marcelo Lazaro	
Darren Pacione, PSAC Research Officer	
Mathieu Brûlé, PSAC Negotiator	

Unanimously recommends **acceptance** of this tentative agreement.

Sincerely,



Chris Aylward  
National President

cc. National Board of Directors  
Negotiations Section  
Susan O'Reilly, A/Director, Representation and Legal Services Branch  
Regional Coordinators  
Reine Zamat, Supervisor, Membership Administration  
Megan Whitworth, Administrative Assistant, Membership Administration  
ROB National Mobilization  
Chantal Wilson, Member Information Advisor  
Louise Casselman, Social Justice Fund Officer  
Laura Avalos, Social Justice Fund Advisor



## COMMON ISSUES

## TENTATIVE AGREEMENT

TO SETTLE OUTSTANDING COLLECTIVE BARGAINING ISSUES  
WITH THE PUBLIC SERVICE ALLIANCE OF CANADA  
AND  
THE TREASURY BOARD OF CANADA  
IN RESPECT OF THE COMMON ISSUES TABLE NEGOTIATIONS:  
EDUCATION AND LIBRARY SCIENCE (EB) GROUP  
PROGRAM AND ADMINISTRATIVE SERVICES (PA) GROUP  
OPERATIONAL SERVICES (SV) GROUP  
TECHNICAL SERVICES (TC) GROUP

The parties hereto agree to enter into a tentative agreement as follows. All references in the present offer refer to the Program and Administrative Services (PA) Group :

1. Increases to the rates of pay, as specified at **Annex A**.
2. Duration – four (4) year agreement, expiring on the dates specified at **Annex B**.
3. Amendments to the following provisions, as specified at **Annex C**:
  - Article 7 - National Joint Council Agreements
  - Article 23 – Job Security
  - NEW Article – Leave for Indigenous Traditional Practices
  - Appendix C – Memorandum of Understanding with Respect to a Joint Learning Program
  - Appendix D – Workforce Adjustment
  - Appendix F – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Implementation of the Collective Agreement.
4. All substantive items agreed to and signed during the course of negotiations as identified under **Annex D** form part of the EB, PA, SV and TC tentative settlements:
  - Article 10 – Information
  - Article 12 – Use of Employer Facilities
  - Article 14 – Leave With or Without Pay for Alliance Business
  - Article 19 – No discrimination
  - Article 20 – Sexual Harassment
  - Article 24 - Technological Changes
  - Article 33 – Leave, General
  - Article 34 – Vacation Leave with Pay
  - Appendix D – Workforce Adjustment
  - Appendix M – Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada with Respect to Mental Health in the Workplace

- NEW Appendix - Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Gender-Inclusive Language
  - NEW Appendix - Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to a Joint Review on Employment Equity, Diversity and Inclusion Training and Informal Conflict Management Systems
  - NEW Appendix - Memorandum of Understanding (MOU) Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Maternity and Parental Leave Without Pay
  - NEW Appendix - Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Pay Simplification Solutions.
5. The following administrative items agreed to and signed during the course of negotiations as identified below form part of the EB, PA, SV and TC tentative settlements:
- Article 2 – Interpretations and Definitions (common-law)
  - Appendix D – Workforce Adjustment
  - Appendix N – Memorandum of Understanding Between the Treasury Board and the Public Service Alliance with Respect to Child Care (delete)
6. In regards to the National Joint Council’s Bilingual Bonus Directive :
- 6.1 The Employer commits to not propose the elimination or the reduction of the existing bilingualism bonus set forth in the current National Joint Council (NJC) Bilingual Bonus Directive during the life of this collective agreement.
- 6.2 The Employer further commits to recommending the inclusion of the NJC Bilingualism Bonus Directive in the 2023-2024 cyclical review.
7. Unless otherwise agreed between the parties during negotiations at the Common Issues table or at the individual tables (EB, PA, SV and TC), existing provisions and appendices in the EB, PA, SV and TC collective agreements are renewed.
8. Notwithstanding paragraph 7 and unless otherwise agreed between the parties during negotiations at the Common Issues table or at the individual tables (EB, PA, SV and TC), the provisions of the collective agreements or the appendices that are expired or are set to expire upon the signing of the new collective agreements (EB, PA, SV and TC) shall not be renewed.
9. The parties agree that the amendments presented in this comprehensive offer are incorporated into the EB, PA, SV and TC tentative settlements.
10. The Employer and the Public Service Alliance of Canada agree to withdraw all other outstanding items on which agreement has not been reached at the Common Issues table.

It is also agreed that items previously discussed at the Common Issues table will not be subject to further discussions at the EB, PA, SV and TC individual tables.

11. The Public Service Alliance of Canada agrees to unanimously recommend the ratification of common issues items included in the EB, PA, SV and TC tentative agreements to its members and the Employer agrees to unanimously recommend the ratification of the tentative agreements to its principals.
12. Tentative agreements are subject to approval by the Treasury Board of Canada.

**RATES OF PAY****Rates of Pay (General Economic Increases):**

Year 1 – Increase to rates of pay:	<b>1.50%</b>
Year 2 – Increase to rates of pay:	<b>3.50%</b>
Year 2 – Wage adjustment:	<b>1.25%</b>
Year 3 – Increase to rates of pay:	<b>3.00%</b>
Year 4 – Increase to rates of pay:	<b>2.00%</b>
Year 4 – Wage adjustment:	<b>0.25%</b>

**One-time allowance Related to the Performance of Regular Duties:**

- **The Employer will provide a one-time lump-sum payment of two thousand five hundred dollars (\$2,500) to incumbents of positions within the EB, PA, SV and TC groups on the date of signing of the collective agreement.**
- **This one-time allowance will be paid to incumbents of positions within the EB, PA, SV and TC groups for the performance of regular duties and responsibilities associated with their position.**
- **Payment will be issued according to implementation timelines as per Appendix F - Memorandum of Understanding with Respect to Implementation of the Collective Agreement\*.**

\*Note: The references for each collective agreement will be adjusted appropriately:

EB : Appendix K  
 SV : Appendix L  
 TC : Appendix S

**Effective date of each agreement:**

EB : July 1, 2021  
 PA : June 21, 2021  
 TC : June 22, 2021  
 SV : August 5, 2021

**DURATION**

EB: **63.01** This agreement shall expire on June 30, **2025** 2024.

PA: **68.01** This agreement shall expire on June 20, **2025** 2024.

TC: **68.01** This agreement shall expire on June 21, **2025** 2024.

SV: **70.01** This agreement shall expire on August 4, **2025** 2024.

**AMENDMENTS TO PROVISIONS OF THE  
EDUCATION AND LIBRARY SCIENCE (EB) GROUP  
PROGRAM AND ADMINISTRATIVE SERVICES (PA) GROUP  
OPERATIONAL SERVICES (SV) GROUP  
TECHNICAL SERVICES (TC) GROUP  
COLLECTIVE AGREEMENTS**

**ARTICLE 7**

**NATIONAL JOINT COUNCIL AGREEMENTS**

7.03 a.

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

*Bilingualism Bonus Directive*  
*Commuting Assistance Directive*  
*First Aid to the General Public: Allowance for Employees*  
*Foreign Service Directives*  
*Isolated Posts and Government Housing Directive*  
~~*Motor Vehicle Operations Directive*~~  
*NJC Relocation Directive*  
*Occupational Health and Safety Directive*  
~~*Pesticides Directive*~~  
*Public Service Health Care Plan Directive*  
*Travel Directive*  
*Uniforms Directive*  
~~*Occupational Safety and Health*~~  
~~*Occupational Safety and Health Directive*~~  
~~*Committees and Representatives Directive*~~  
~~*Motor Vehicle Operations Directive*~~  
~~*Pesticides Directive*~~  
~~*Refusal to Work Directive*~~

a. During the term of this agreement, other directives may be added to the above-noted list.

EB : Clause 36.03

SV : Clause 7.03

TC : Clause 7.03

**ARTICLE 23**  
**JOB SECURITY**

**NEW**

**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.**

EB : clause 53.02

SV : clause 23.02

TC : clause 23.02

**NEW**

**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.**

EB : clause 53.03

SV : clause 23.03

TC : clause 23.03



**NEW ARTICLE**  
**LEAVE FOR TRADITIONAL INDIGENOUS PRACTICES**

**XX.01 Subject to operational requirements as determined by the Employer, 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.**

**XX.02 Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this article shall, when delivered to the Employer, be considered as meeting the requirements of this article.**

**XX.03 An employee who intends to request leave under this article must give notice to the Employer as far in advance as possible before the requested period of leave.**

**XX.04 Leave under this article may be taken in one or more periods. Each period of leave shall not be less than seven decimal five (7.5)\* hours.**

**\*Note: The number of hours for each collective agreement will be adjusted appropriately.**

## APPENDIX C

### MEMORANDUM OF UNDERSTANDING WITH RESPECT TO A JOINT LEARNING PROGRAM

This memorandum is to give effect to the agreement reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Program and Administration Services, Operational Services, Technical Services, Border Services and Education and Library Science bargaining units.

The PSAC – TBS Joint Learning Program (JLP) will continue to provide joint training on Union management issues.

Starting on **the first day of the month following** the date of signature of the PA collective agreement, the Employer agrees to increase monthly funding to the PSAC – TBS JLP by a percentage equivalent to the annual base economic increase.

**Starting on the first day of the month following the date of signature of this agreement and for a two-year period, the Employer further agrees to provide fifty thousand three hundred and twenty-five dollars (\$50,325) per month (for a total of \$1.2M) to fund a time-limited project to provide training tailored to the learning needs of occupational health and safety committees and representatives. For clarity, this temporary provision expires upon completion of the noted two-year period.**

~~The Employer further agrees to provide six hundred and fifty thousand dollars (\$650,000) to fund a pilot project to develop programs, materials, facilitator training and delivery of workshops tailored to the learning needs of occupational health and safety committees and representatives.~~

The PSAC – TBS JLP will continue to be governed by the existing joint PSAC – TBS Steering Committee. The Bargaining Agent Side Secretary on the National Joint Council will be invited to attend the meetings of the PSAC – JLP Steering Committee with voice but no vote.

EB : Appendix H

SV : Appendix J

TC : Appendix H

**APPENDIX D**  
**WORKFORCE ADJUSTMENT**

**6.4.6** All opting employees will be entitled to up to one thousand **two hundred** dollars (~~\$1,000~~ **1,200**) towards counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial and job placement counselling services.

EB : Appendix B

SV : Appendix I

TC : Appendix T

## APPENDIX F

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

1. The effective dates for economic increases will be specified in the collective agreement. Other provisions of the collective agreement will be effective as follows:
  - a. All components of the agreement unrelated to pay administration will come into force on signature of this agreement unless otherwise expressly stipulated.
  - b. Changes to existing and new compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one hundred and eighty (180) days after signature of agreement, on the date at which prospective elements of compensation increases will be implemented under 2.a).
  - c. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid as per the previous provisions until changes come into force as stipulated in 1.b).
  
2. The collective agreement will be implemented over the following time frames:
  - a. The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one hundred and eighty (180) days after signature of this agreement where there is no need for manual intervention.
  - b. Retroactive amounts payable to employees will be implemented within one hundred and eighty (180) days after signature of this agreement where there is no need for manual intervention.
  - c. Prospective compensation increases and retroactive amounts that require manual processing will be implemented within four hundred and sixty (460) days after signature of this agreement.
  
3. Employee recourse
  - a. Employees in the bargaining unit for whom this collective agreement is not fully implemented within one hundred and eighty (180) days after signature of this collective agreement will be entitled to a lump sum of two hundred dollars (\$200) non-pensionable amount when the outstanding amount owed after one hundred and eighty-one (181) days is greater than five hundred dollars (\$500). This amount will be included in their final retroactive payment.

- b. Employees will be provided a detailed breakdown of the retroactive payments received and may request that the compensation services of their department or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the Alliance regarding the format of the detailed breakdown.**
- c. In such a circumstance, for employees in organizations serviced by the Public Service Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay. For employees in organizations not serviced by the Public Service Pay Centre, employees shall contact the compensation services of their department.**

EB : Appendix K

SV : Appendix L

TC : Appendix S

**AMENDMENTS TO PROVISIONS OF THE  
EDUCATION AND LIBRARY SCIENCE (EB) GROUP  
PROGRAM AND ADMINISTRATIVE SERVICES (PA) GROUP  
OPERATIONAL SERVICES (SV) GROUP  
TECHNICAL SERVICES (TC) GROUP  
COLLECTIVE AGREEMENTS  
AGREED TO AND SIGNED OFF BY THE PARTIES**

**ARTICLE 10  
INFORMATION**

**10.02** ~~The Employer agrees to supply each employee with a copy of this Agreement and will endeavour to do so within one (1) month after receipt from the printer.~~ **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.**

EB : Clause 11.02

SV : Clause 10.02

TC : Clause 10.02

**ARTICLE 12**  
**USE OF EMPLOYER FACILITIES**

**12.03** A duly accredited representative of the Alliance may be permitted access to the Employer's premises, including vessels, to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Employer. Such permission shall not be unreasonably withheld. **A representative appointed by the Alliance may be permitted access to employer premises on stated Alliance business. It is agreed that these visits will not disrupt the Employer's operations.** In the case of access to vessels, the Alliance representative upon boarding any vessel must report to the Master, state his or her business and request permission to conduct such business. It is agreed that these visits will not interfere with the sailing and normal operation of the vessels.

EB : Clause 9.03  
SV : Clause 12.03  
TC : Clause 12.03

## ARTICLE 14

### LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

Board of Directors meetings, Executive Board meetings, ~~and~~ conventions, conferences and committee meetings

**14.12** Subject to operational requirements, 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, ~~and~~
- 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.**

EB : Clause 14.12

SV : Clause 14.12

TC : Clause 14.12



## ARTICLE 19

### NO DISCRIMINATION

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

EB : Clause 16.01

SV : Clause 19.01

TC : Clause 19.01

**19.04** ~~Upon request by the complainant(s) and/or respondent(s),~~ **The Employer shall provide the complainant(s) and/or respondent(s) with** an official copy of the investigation report ~~shall be provided to them by the Employer,~~ subject to the Access to Information Act and Privacy Act.

EB : Clause 16.04

SV : Clause 19.04

TC : Clause 19.04

## ARTICLE 20

### SEXUAL HARASSMENT

**20.04** ~~Upon request by the complainant(s) and/or respondent(s),~~ **The Employer shall provide the complainant(s) and/or respondent(s) with** an official copy of the investigation report ~~shall be provided to them by the Employer,~~ subject to the Access to Information Act and Privacy Act.

EB : Clause 17.04

SV : Clause 20.04

TC : Clause 20.04

**ARTICLE 24**  
**TECHNOLOGICAL CHANGES**

**24.02** In this article, “technological change” means:

- a. the introduction by the Employer of equipment or material, **system or software** of a different nature than that previously utilized, and
- b. a **significant** change in the Employer’s operation directly related to the introduction of that equipment or material, **system or software**.

EB : Clause 50.02

SV : Clause 24.02

TC : Clause 24.02

**ARTICLE 33**  
**LEAVE, GENERAL**

**33.09** An employee shall not earn **or be granted** leave credits under this agreement in any month **nor in any fiscal year** for which leave has already been credited **or granted** to him or her under the terms of any other collective agreement ~~to which the Employer is a party~~ or under other rules or regulations of the Employer **applicable to organizations within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*.**

EB : Clause 18.08

SV : Clause 36.08

TC : Clause 37.09

**ARTICLE 34**  
**VACATION LEAVE WITH PAY**

**34.03**

a.

- i. For the purpose of clause 34.02 **and 34.18** only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave.
- ii. For the purpose of clause 34.03(a)(i) only, effective April 1, 2012, on a goforward basis, any former service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force while on class B or C service, shall also be included in the calculation of vacation leave credits.

(...)

**34.18**

- a. An employee shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 34.03. **For clarity, employees shall be credited the leave described in 34.18(a) only once in their total period of employment in the public service.**

Note: The references for each collective agreement will be adjusted appropriately:

EB: 20.03 a. For the purpose of clauses 20.02 **and 20.17** only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave.

PA: 34.03 a. i. For the purpose of clauses 34.02 **and 34.18** only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave.

SV: 37.03 a. i. For the purpose of clauses 37.02, ~~and~~ 37.02.1 **and 37.02.2** only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave.

TC: 38.02 h. For the purpose of this clause **and 38.15** only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave.

EB : Paragraph 20.03(a)

SV : Paragraph 37.03(a)(i)

TC : Paragraph 38.02(h)

## APPENDIX D

### 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.

#### Definitions

##### **Education allowance (indemnité d'études)**

Is one of the options provided to an indeterminate employee affected by ~~normal~~ 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).

#### References

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

- ~~Canada Labour Code, Part I~~
- *Financial Administration Act*
- ~~Pay Rate Selection (Treasury Board Homepage, Organization, Human Resource Management, Compensation and Pay Administration).~~
- *Values and Ethics Code for the Public Service* Chapter 3: Post-Employment Measures.
- ~~Employer regulation on promotion~~
- ~~Policy on Termination of Employment in Alternative Delivery Situations (Treasury Board Manual, Human Resources volume, Chapter 1-13)~~
- *Public Service Employment Act*
- *Public Service Employment Regulations*
- *Federal Public Sector Labour Relations Act*
- *Public Service Superannuation Act*
- *NJC Integrated Relocation Directive*
- *Travel Directive*

#### Enquiries

(...)

Enquiries by employees pertaining to a ~~priority in appointment~~ **priority entitlement** or to their status in relation to ~~the a priority entitlement~~ **a priority entitlement** ~~priority appointment~~ process should be directed to their departmental or organizational human resource advisors or to the Priority Advisor of the PSC responsible for their case.

Part I: roles and responsibilities 1.1 Departments or organizations

*The parties recognize that outstanding proposals under clause 1.1 Departments and Organizations may impact the numbering of this clause. The parties agree that renumbering of this clause will be confirmed upon reaching agreement on outstanding items.*

**1.1.10** Departments or organizations shall send written notice to the PSC of an employee's surplus status, and shall send to the PSC such details, forms, resumés, and other material as the PSC 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.**

**1.1.34** 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 opting and surplus employee and laid-off person, to work with him or her 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 PSC'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, 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 lay-off);
- 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 Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);

- 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; ~~and~~
- p. advising employee of the right to be represented by the Alliance in the application of this appendix; **and**
- q. **the Employee Assistance Program (EAP).**

## **Part II: official notification**

### 2.1 Department or organization

**2.1.2** In any workforce adjustment situation which is likely to involve ten (10) or more indeterminate employees covered by this appendix, the department or organizations concerned shall notify the Treasury Board Secretariat of Canada, **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.

## **Part III: relocation of a work unit**

### 3.1 General

**3.1.4** Although departments or organizations will endeavour to respect employee location preferences, **in exceptional circumstances and in consultation with TBS, the deputy head may consider**, ~~nothing precludes the department or organization from offering a relocated position to an employee in receipt of a guarantee of a reasonable job offer from his or her deputy head,~~ after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area.

## **Part IV: retraining**

### 4.2 Surplus employees

**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 if a retraining proposal submitted by the employee is not approved. 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.**

#### 4.3 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.

### **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 ~~Regulations Respecting Pay on Reclassification or Conversion~~ **Directive on Terms and Conditions of Employment**.

### **Part VI: options for employees**

#### **6.2 Voluntary departure programs**

#### 6.4 Options

**6.4.7** An ~~opting employee~~ **person** who has received a TSM, 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 TSM or education allowance was paid.

### **Part VII: special provisions regarding alternative delivery initiatives**

#### 7.2 General

**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 *Public Service Directive on Terms and Conditions of Employment Regulations*, 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 FPSLRB pursuant to a successor rights application;
- iii. recognition of continuous employment, as defined in the *Public Service Directive on Terms and Conditions of Employment Regulations*, 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;
- 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.

#### Annex A: statement of pension principles

1. The new employer will have in place, or ~~His~~ Her 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%) 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* (PSSA) 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 Her** 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 Her** 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 PSSA.

EB : Appendix B

SV : Appendix I

TC : Appendix T

## APPENDIX M

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

This memorandum of understanding is to recognize the ongoing joint commitment of the Treasury Board of Canada (the Employer) to address issues of mental health in the workplace in collaboration with the Public Service Alliance of Canada (the Alliance).

In 2015, the Employer and the Alliance entered into a memorandum of understanding with respect to mental health in the workplace as part of the collective agreement which established the Joint Task Force on Mental Health (the Joint Task Force). **The terms of this memorandum of understanding have been met.**

The Employer, based on the work of the Joint Task Force and in collaboration with the Alliance, created the Centre of Expertise on Mental Health in 2017 focused on guiding and supporting federal organizations to successfully implement measures to improve mental health in the workplace by implementing the National Standard of Canada for Psychological Health and Safety in the Workplace (the Standard). To this end, the Centre of Expertise on Mental Health was given and shall continue to have:

- central, regional and virtual presence;
- an evolving mandate based on the needs of stakeholders within the federal public service; and
- a dedicated and long-term funding from Treasury Board.

~~As the terms of the memorandum of understanding have been met, the parties agree to establish a renewed governance structure to support the Centre for Expertise on Mental Health that will include an Executive Board and an Advisory Board.~~ **To support the Centre of Expertise on Mental Health, the parties agree to establish a renewed governance structure that includes an Advisory Board.**

~~The Executive Board will consist of the Chief Human Resource Officer of Canada and the President of the Alliance. The Advisory Board will be comprised of an equal number of Union and Employer representatives. Each party will be responsible for determining their respective Advisory Board representatives. The number and the identity of their respective Advisory Board representative.~~ **The Executive Board is responsible for determining their respective Advisory Board representatives. The Advisory Board will establish terms of reference which may be amended by mutual consent.**

~~The Executive Board shall approve the terms of reference of the Advisory Board. The Advisory Board's terms of reference may be amended from time to time by mutual consent of the Executive Board members.~~

~~This memorandum of understanding expires on June 20, 2021~~ **the expiry date of this collective agreement.**

EB : Appendix O  
SV : Appendix P  
TC : Appendix HH

## **NEW APPENDIX**

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO GENDER-INCLUSIVE LANGUAGE**

**This memorandum of understanding (MOU) is to give effect to the agreement reached between the Treasury Board of Canada (the Employer) and the Public Service Alliance of Canada (the Alliance) regarding the review of language in the EB, PA, SV and TC collective agreements.**

**The parties commit to establishing a Joint Committee to review the collective agreements to render the language more gender-inclusive in both official languages. The parties agree that any changes in language will not result in changes in application, scope or value.**

**To support this review and for purposes of consistency in the federal public service, the Employer will share with the Alliance tools and an approach previously developed to integrate gender-inclusive language into collective agreements.**

**The Joint Committee will be comprised of an equal number of representatives from the Employer and the Alliance. The Joint Committee will meet within ninety (90) days of the signing of the collective agreement and will endeavour to finalize the review and report to their principals by June 20, 2024. This timeline may be extended by mutual agreement.**

**This Memorandum of Understanding expires on the expiry date of this collective agreement.**

## **NEW APPENDIX**

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO A JOINT REVIEW ON EMPLOYMENT EQUITY, DIVERSITY AND INCLUSION TRAINING AND INFORMATION CONFLICT MANAGEMENT SYSTEMS**

**This memorandum of understanding is to give effect to the agreement reached between the Treasury Board of Canada (the Employer) and the Public Service Alliance of Canada (the Alliance).**

**The parties recognize the importance of a public service culture that fosters employment equity, diversity and inclusion (EEDI); one where all public service employees have a sense of belonging, and where difference is embraced as a source of strength.**

**The parties also recognize the importance of an inclusive informal conflict resolution experience where employees feel supported, heard and respected.**

**To that end, the parties commit to establish a Joint Committee to be co-chaired by the Employer and the Alliance who will guide the work of the Committee. The Committee will be comprised of an equal number of representatives of the Employer and the Alliance. Both parties will endeavour to ensure that the membership of the Committee reflects the diversity of the workforce.**

**The Committee shall meet within thirty (30) days of the ratification of the tentative agreement to establish the terms of reference and establish the frequency of meetings. Subject to the Co-Chairs' pre-approval, subject-matter experts (SME) may be resourced by the Employer and invited to contribute to the discussions, as required. They may also consider inviting representatives from the Joint Employment Equity Committee (JEEC) of the NJC to contribute to its work.**

- 1. The Committee will review existing training courses related to EEDI which are currently available to employees in the Core Public Administration (CPA) in order to:
  - a. Create an inventory of existing training courses;**
  - b. Identify potential training gaps in the inventory of existing training courses and possible options to address them;****
- 2. To ensure employees are fully aware of training opportunities available to them during their normal hours of work, the Committee will make recommendations on options to promote available EEDI training courses to employees.**
- 3. Recognizing that the informal conflict management approach is a pillar of workplace harassment and violence prevention, the Committee will review**

**existing informal conflict management systems (ICMS) currently available to employees of the CPA to:**

- a. identify the specific needs for ICMS in departments or organizations;**
- b. draw from existing research and best practices with regards to ICMS that take into consideration EEDI to make recommendations on measures to improve upon ICMS in the CPA.**

**The parties will endeavor to finalize the review and present the work of the Committee to their principals within one (1) year. This timeline may be extended by mutual agreement.**

**This memorandum of understanding expires on the expiry date of this collective agreement.**

## **NEW APPENDIX**

### **MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO MATERNITY AND PARENTAL LEAVE WITHOUT PAY**

**This memorandum of understanding (MOU) is to give effect to the agreement reached between the Treasury Board of Canada (the Employer) and the Public Service Alliance of Canada (the Alliance) regarding the review of language under the maternity leave without pay and parental leave without pay articles in the EB, PA, SV and TC collective agreements.**

**The parties commit to establishing a Joint Committee to review the maternity leave without pay and parental leave without pay provisions to identify opportunities to simplify the language. The parties agree that the opportunities identified will not result in changes in application, scope or value.**

**The Joint Committee will also compare the interactions between the collective agreements and the Employment Insurance Program and Québec Parental Insurance Plan.**

**The Joint Committee will be comprised of an equal number of representatives from the Employer and the Alliance. The Joint Committee will meet within ninety (90) days of the signing of the collective agreement and will endeavour to finalize the review and present the work of the Joint Committee to their principals within one (1) year from the signing of this collective agreement. This timeline may be extended by mutual agreement.**

**This MOU expires on the expiry date of this collective agreement.**



## NEW APPENDIX

### MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO PAY SIMPLIFICATION SOLUTIONS

The purpose of this Memorandum of Understanding (MOU) is to confirm the parties' commitment to ongoing collaboration with regards to the identification of human resources (HR) and pay administration simplification solutions. The parties recognize that this exercise, may extend beyond the conclusion of negotiations for the current collective agreement.

Given the parties' shared commitment to these ongoing efforts, they may, by mutual consent, avail themselves of article 67\* should a revision be necessary to support one (1) or more solutions.

Efforts to identify human resources (HR) and pay administration simplification solutions will continue to focus on topics including but not limited to:

- acting administration;
- liquidation of leave;
- retroactive payments;
- allowances;
- general definitions;
- annual rates of pay;
- extra duty pay;
- union dues.

This MOU expires on the expiry date of this collective agreement, or upon implementation of the Next Generation HR and pay system, whichever comes first, unless otherwise agreed by the parties.

\*Note: The references for each collective agreement will be adjusted appropriately.

EB : article 56

SV : article 69

TC : article 67

## LETTERS OF AGREEMENT

## NEW - LETTER OF AGREEMENT TELEWORK

*The parties agree to sign a Letter of Agreement with Respect to Telework that will not form part of the collective agreement.*

*The following letter of agreement does not form part of the collective agreement.*

### **Letter of Agreement Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Telework**

In keeping with the Employer's Directive on Telework, this letter of agreement confirms the parties' shared understanding on Telework: work performed by an employee from an alternate location other than a Government of Canada designated worksite.

The approval, implementation, and application of the Employer's Directive on Telework do not fall within the purview of this Letter of Agreement nor the collective agreement. The

parties acknowledge that:

2. Telework arrangements can be initiated by the employee, are voluntary and require the mutual agreement of the employee and the Deputy Head or the authorized representative within each department or organization.
3. Telework arrangements are subject to regular review (at least annually) and may be terminated by either party at any time with reasonable notice.
4. Telework is not a right or an entitlement of the employee unless agreed upon in connection with the duty to accommodate.
5. Rights, obligations and responsibilities of the parties will be agreed upon in advance of any telework arrangement coming into effect. Any arrangement may be modified with the mutual agreement of the employee and the Employer representative.
6. Employee telework requests will be considered on a case-by-case basis and in consideration of operational requirements and other relevant factors. If a request is denied, the employee will be provided with reasons in writing for the denial.

#### Departmental or Organizational Panel on Telework

The Letter of Agreement provides for the creation of a departmental or organizational panel to address the employee's dissatisfaction with a decision resulting from the application of the Employer's *Directive on Telework* and *Direction on prescribed presence in the workplace*, which may be amended from time to time.

The parties recognize:

That this letter of agreement does not negate any grievance rights as outlined in the *Federal Public Sector Labour Relations Act* and relevant regulations.

- The importance of a consistent application of the Employer's *Directive on Telework* which accounts for departmental realities and operations.
- The creation of such a panel to address matters related to telework support informal discussions and satisfactory resolution of such matters.

Based on the above recognition, the parties agree that:

- Departments or organizations and the Public Service Alliance of Canada will develop terms of reference for the creation of a panel to address dissatisfaction with a decision resulting from the application of the Employer's *Directive on Telework* and *Direction on prescribed presence in the workplace*.
- These terms of reference will incorporate the following principles:
  - The creation of a departmental or organizational panel with equal representation from the Employer and the Bargaining Agent Public Service Alliance of Canada that will review decisions resulting from the application of the Directive on Telework.
  - If no settlement has been reached prior to the final step of the grievance procedure prescribed in the collective agreement, the employee may refer the grievance to the panel established for this purpose, at which point the grievance will be held in abeyance pending the completion of the review by the panel.
  - The panel will review the submissions presented by the parties and submit a recommendation to the Deputy Head or its delegate for decision making as part of the final level in the grievance procedure.
  - This process will proceed on a trial basis for the duration of this letter of agreement.

#### Joint Consultation Forum on the Employer's Directive on Telework

The Employer also commits to establishing a Joint Consultation Committee for the review of the Employer's Directive on Telework. The Joint Consultation Committee will:

- Be co-chaired by the Employer and the Public Service Alliance of Canada who will guide the work of the Joint Committee.
- Be comprised of an equal number of representatives of the Employer and the Public Service Alliance of Canada.
- Subject to the co-chairs' pre-approval, subject-matter experts (SME) may be resourced by the Employer and invited to contribute to the discussions, as required.
- Will meet within ninety (90) days of the signing of the collective agreement and will endeavour to complete this consultation process within one (1) year from the initial Committee meeting.

#### Information

In addition to the above, the Employer, subject to the *Access to Information Act and Privacy Act*, will endeavour to share information and consult regularly with the Public Service Alliance of Canada on opportunities and challenges related to telework including data collected related to the above departmental or organizational panel on telework, where available.

This letter of agreement expires on June 20, 2025.

**NEW LETTER OF AGREEMENT**  
**SENIORITY**

***The parties agree to sign a Letter of Agreement with Respect to Seniority in the context of Workforce Adjustment Situations that will not form part of the collective agreement.***

Letter of Agreement Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Seniority in the context of Workforce Adjustment Situations

1. The parties agree to submit to the Public Service Commission of Canada the following proposal: reasonable job offers may be made in order of seniority, subject to the Employer's obligations under the Employment Equity Act and the application of Merit.
2. The Employer agrees to recommend to the Public Service Commission of Canada that it considers and studies the possibility of including seniority as per the above proposal in the *Public Service Employment Regulations*, in workforce adjustment situations where reasonable job offers can be made to some but not all surplus employees in a given work location.
3. The Public Service Alliance of Canada agrees to make representations to the Public Service Commission of Canada for the inclusion of seniority as per the above proposal in the *Public Service Employment Regulations* in workforce adjustment situations where reasonable job offers can be made to some but not all surplus employees in a given work location.

This Letter of Agreement expires on June 21, 2025

## **SV SPECIFIC ARTICLES AND APPENDICES**

**TENTATIVE AGREEMENT TO SETTLE OUTSTANDING  
COLLECTIVE BARGAINING ISSUES  
WITH THE  
PUBLIC SERVICE ALLIANCE OF CANADA  
AND  
THE TREASURY BOARD OF CANADA  
IN RESPECT OF THE  
OPERATIONAL SERVICES (SV) GROUP NEGOTIATIONS**

**The parties hereto agree to enter into a tentative agreement as follows:**

1. All items listed below, which are included in the Common Issues table tentative agreement (signed April 30, 2023), that apply to the SV group, form part of this agreement.
  - Article 2 – Interpretations and Definitions (common-law)
  - Article 7 - National Joint Council Agreements
  - Article 10 – Information
  - Article 12 – Use of Employer Facilities
  - Article 14 – Leave With or Without Pay for Alliance Business
  - Article 19 – No discrimination
  - Article 20 – Sexual Harassment
  - Article 23 – Job Security
  - Article 24 - Technological Changes
  - Article 33 – Leave, General
  - Article 34 – Vacation Leave with Pay
  - NEW Article – Leave for Indigenous Traditional Practices
  - Appendix C – Memorandum of Understanding with Respect to a Joint Learning Program
  - Appendix D – Workforce Adjustment
  - Appendix F – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Implementation of the Collective Agreement.
  - Appendix M – Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada with Respect to Mental Health in the Workplace
  - Appendix N – Memorandum of Understanding Between the Treasury Board and the Public Service Alliance with Respect to Child Care (delete)
  - NEW Appendix - Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Gender-Inclusive Language
  - NEW Appendix - Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to a Joint Review on Employment Equity, Diversity and Inclusion Training and Informal Conflict Management Systems
  - NEW Appendix - Memorandum of Understanding (MOU) Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Maternity and Parental Leave Without Pay
  - NEW Appendix - Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Pay Simplification Solutions

2. Increases to the rates of pay and duration, as specified at **Annex A**.
3. Amendments to the following provisions, as identified at **Annex B**:
  - Article 27: Shift and weekend premiums
  - Article 29: Overtime
  - Article 46: Leave with pay for family-related responsibilities
  - Article 49: Bereavement Leave with Pay
  - Article 61: Correctional Services Specific Duty Allowance
  - Appendix “A” – Firefighters (long service pay)
  - Appendix “B” – General Labour and Trades - Annex “E”: Special conditions applicable to Lockmasters, Bridgemasters and Canal Operators (weekend premium)
  - Appendix “B” – General Labour and Trades – Annex “N”: GL-MAM, Refrigeration HVAC Technicians (annual terminable allowance)
  - Appendix “E” - NEW Annex – Memorandum of Understanding (MOU) Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Recruitment Allowance for Indigenous Services Canada Licensed Practical Nurses (LPN) and Registered Practical Nurses (RPN) Remote or Isolated Communities
  - Appendix “E” - NEW Annex – Memorandum of Understanding (MOU) Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Retention Allowance for Indigenous Services Canada Licensed Practical Nurses (LPN) and Registered Practical Nurses (RPN) Remote or Isolated Communities
  - Appendix “F” – Lightkeepers (supplementary allowance)
  - Appendix “G” – Ships’ Crews (rescue specialist allowance)
  - Appendix “H” – Printing operations (Supervisory)
4. All items agreed to and signed during the course of SV group negotiations form part of this agreement:
  - Prime de surveillance – various articles (replace references to “prime de surveillant” with “prime de surveillance” in the French version)
  - Article 28: Variable hours of work (clarification of exclusion clause)
  - Article 32: Designated paid holidays (addition of the National Day for Truth and Reconciliation)
  - Article 53: Career Development Leave (employer to respond in writing upon written request from employee)
  - Article 63: Dangerous goods (changing from daily to monthly allowance)
  - Article 65: Part-time employees (increase to the percentage part-time employees are paid in lieu of designated holidays)
  - Appendix “A” – Firefighters ” – Designated paid holidays (rather than a finite number for lieu days, number of designated paid holidays to align with Article 32)
  - Appendix “B” General Labour and Trades Group (replace incorrect references to clause “2.07” with the correct reference of “1.07”)
  - Appendix “G” Équipes de navires (delete erroneous duplication of language in the French version)
  - Appendix “G” Ships’ Crews – delete Annex “K” (Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada With Respect to Crewing Systems and Seasonal Employees Under Appendix G)



- Appendix “G” Ships’ Crew Annex “1”: Training (employer to respond in writing upon written request from employee)
5. Unless otherwise expressly stipulated, the parties agree that changes to the SV collective agreement will not result in any retroactive payment or adjustment. They will form part of the implementation, on a prospective basis, of the new collective agreement once signed. For greater certainty, changes related to pay administration will become effective as per the collective agreement implementation timelines negotiated at the PSAC Common Issues table.
  6. The effective dates for economic increases will be specified in this comprehensive offer. All components of the agreement unrelated to pay administration will come into force on signature of the agreement.
  7. The Employer and the Public Service Alliance of Canada agree to withdraw all other outstanding items.
  8. Unless otherwise agreed between the parties during negotiations, existing provisions and appendices in the collective agreement are renewed.
  9. Unless otherwise agreed between the parties during negotiations, the provisions of the collective agreement or the appendices that are expired or are set to expire upon the signing of the new SV collective agreement shall not be renewed and will be deleted from the collective agreement.
  10. The Public Service Alliance of Canada agrees to unanimously recommend the ratification of this tentative agreement to its members and the Employer agrees to unanimously recommend the ratification of this tentative agreement to its principals.
  11. Tentative agreements are subject to approval by the Treasury Board of Canada.

**ANNEX A**  
**RATES OF PAY AND DURATION**

**Rates of Pay (General Economic Increases)**

- Please refer to the Common Issues Table Tentative Agreement signed on April 30, 2023.

**One-time allowance Related to the Performance of Regular Duties:**

- Please refer to the Common Issues Table Tentative Agreement signed on April 30, 2023.

**SV group specific adjustments**

**Effective August 5, 2023**

- Provide a market adjustment of 3% for all employees in the GL-MAM sub-group
- Provide a market adjustment of 3% all employees in the GL-COI sub-group
- Provide a market adjustment of 3% for all employees in the GL-VHE sub-group
- Provide a market adjustment of 4% for all employees in the SC sub-group
- Provide a market adjustment of 6% for all employees in the FR group
- Provide a market adjustment of 3% for all employees in the HP group
- Provide a market adjustment of 3% for all employees in the GL-MDO sub-group
- Provide a pay line adjustment of 0.5% for all employees in the following groups:

GL-EIM	GL-MOC
GL-ELE	GL-MST
GL-PIP	GL-PCF
GL-WOW	GL-PRW
GL-AIM	GL-SMW
GL-AMW	GS
GL-GHW	HS
GL-INM	LI
GL-MAN	PR(S)

**The implementation of these adjustments will be made in accordance with the implementation timelines as per Appendix L - Memorandum of Understanding with Respect to Implementation of the Collective Agreement.**

**ARTICLE 70 – DURATION:**

**70.01** The provisions of this agreement will expire on August 4, ~~2021~~ **2025**.

## ANNEX B

*The parties agree that these changes will not result in any retroactive payment or adjustment. They will form part of the implementation, on a prospective basis, of the new collective agreement once signed. For greater certainty, these changes will become effective as per the collective agreement implementation timelines negotiated at the PSAC Common Issues table.*

### 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 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 ~~two dollars (\$2.00)~~ **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 28:**  
**VARIABLE HOUR OF WORK**

**Exclusions**

This article does not apply to the FR **Group other than those employees subject to clause 2.02 of Appendix A**, LI Groups, and the SC Group other than those employees subject to Annex B of Appendix G (conventional work system).

## ARTICLE 29:

### OVERTIME

#### 29.09 Overtime meal allowance

(...)

- c. 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 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.
  
- d. This clause shall not apply:
  - i. to an employee who is in travel status, which entitles the employee to claim expenses for lodging and/or meals;
  - ii. or
  - jj. **to an employee who has obtained authorization to work at the employee's residence or at another place to which the Employer agrees.**

## ARTICLE 32:

### DESIGNATED PAID HOLIDAYS

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

- e. New Year's Day,
- f. Good Friday,
- g. Easter Monday,
- h. the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday,
- i. Canada Day,
- j. Labour Day,
- k. National Day for Truth and Reconciliation**
- l. ~~g~~- the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving
- m. ~~h~~- Remembrance Day,
- n. ~~i~~- Christmas Day,
- o. ~~j~~- Boxing Day,
- p. ~~k~~- one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first (1st) Monday in August,

~~l~~- one additional day when proclaimed by an act of Parliament as a national holiday.

## ARTICLE 46:

### LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

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

- a. spouse (or common-law partner resident with the employee);
- b. children (including foster children, step-children or children of the spouse or common-law partner, ward of the employee), grandchild;
- c. parents (including step-parents or foster parents);
- d. father-in-law, mother-in-law, brother, sister, step-brother, step-sister, 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 hours in a fiscal year where the standard workweek is thirty-seven decimal five (37.5) hours;
- b. 40 hours in a fiscal year where the standard workweek is forty (40) hours;
- c. 42 hours in a fiscal year where the standard workweek is forty-two (42) hours;
- d. 46.6 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%)** ~~twenty per cent (20%)~~ 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;

## ARTICLE 49:

### BEREAVEMENT LEAVE WITH PAY

#### 49.03

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

#### 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 49.04~~2~~ and 49.02~~3~~, 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.

## ARTICLE 53:

### CAREER DEVELOPMENT LEAVE

#### 53.01

Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering his or her career development and to the organization in achieving its goals.

The following activities shall be deemed to be part of career development:

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

#### 53.02

Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in clause 53.01.

**The Employer shall endeavour to respond in writing in a timely fashion to requests for career development. In the case of denial, the Employer shall give the written reason therefor, upon written request from the employee.** The employee shall receive no compensation under Article 29: overtime, and Article 34: travelling time, during time spent on career development leave provided for in this article.

#### 53.03

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

## ARTICLE 61:

### CORECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE

~~The following allowance replaces the former Penological Factor Allowance (PFA). The parties agree that only incumbents of positions deemed eligible and/or receiving PFA as of signing of this collective agreement, shall receive the Correctional Service Specific Duty Allowance (CSSDA), subject to the criteria outlined below.~~

#### 61.01

The **Correctional Service Specific Duty Allowance (CSSDA)** shall be payable to incumbents of specific positions in the bargaining unit within **the** Correctional Service of Canada (**CSC**). The allowance provides additional compensation to an incumbent of a position who performs certain duties or responsibilities specific to ~~Correctional Service of Canada~~ **CSC** (that is, custody of inmates, the regular supervision of offenders, or the support of programs related to the conditional release of those offenders) within penitentiaries as defined in the *Corrections and Conditional Release Act*, and/or CSC Commissioner Directives, **or CORCAN Community Industries.**

#### 61.02

The **value of the** CSSDA shall be two thousand **one hundred and forty** dollars (\$**2,140** ~~2,000~~) annually and paid on a biweekly basis in any pay period for which the employee is expected to perform said duties of the specific position in a month.

**ARTICLE 63:**  
**DANGEROUS GOODS**

Exception: This does not apply to the GS group.

**63.01**

An employee certified pursuant to the *Transportation of Dangerous Goods Act* and who is assigned the responsibility for packaging and labelling of dangerous goods for shipping in accordance with the above act, shall receive a ~~monthly~~ daily allowance of **seventy-five dollars (\$75)** ~~three dollars and fifty cents (\$3.50)~~ **during any month in which** ~~for each day~~ they are required to package and label dangerous goods for shipping, ~~to a maximum of seventy-five dollars (\$75) in a month~~ **and** where the employee maintains such certification.

**ARTICLE 65:**  
**PART-TIME EMPLOYEES**

**Designated holidays**

**65.07** A part-time employee shall not be paid for the designated holidays but shall, instead be paid four and one-quarter ~~decimal six~~ per cent (~~4-1/4~~ **4.6**%) for all straight-time hours worked.

**APPENDIX A:**

**FIREFIGHTERS GROUP**

**Long service pay**

**5.01** An employee who receives pay for at least eighty-four (84) hours for each of twelve (12) consecutive calendar months for which the employee is eligible to receive long service pay, beginning October 1 of each year, is entitled to be paid, in a lump sum, an amount related to the employee's period of service in the public service set out in the following table:

<b>Period of service in the public service</b>	<b>Annual Amount</b>
<b>5 to 9 years</b>	<del>\$833</del> <b>\$933</b>
<b>10 to 14 years</b>	<del>\$956</del> <b>\$1,071</b>
<b>15 to 19 years</b>	<del>\$1103</del> <b>\$1,236</b>
<b>20 to 24 years</b>	<del>\$1,249</del> <b>\$1,399</b>
<b>25 to 29 years</b>	<del>\$1,395</del> <b>\$1,563</b>
<b>30 years or more</b>	<del>\$1,541</del> <b>\$1,726</b>

**Designated paid holidays**

Clause 6.01 shall not apply and 32 shall apply to an employee who is employed as a fire chief, deputy chief, training officer, fire prevention officer or a fire prevention inspector.

**6.01 Compensation for designated paid holidays**

- q. The designated paid holidays in a fiscal year shall be anticipated to the end of the year and "lieu day" credits established. Each fiscal year shall be deemed to include ~~eleven (11)~~ **twelve (12) the number of** designated paid holidays **as shown in Article 32**.
- r. Each employee shall select the method of lieu day compensation, which ~~they prefer~~ **he or she prefers**. Such selection shall be made as of April 1, and shall remain valid for the following twelve (12) month period.
- s. The employee shall select one of the following methods of lieu day compensation:
  - a. payment;
  - b. compensatory leave;
  - or
  - iii. combination of a payment and compensatory leave.
- t. The employee shall make such selection known to the Employer and in the manner required by the Employer.
- u. In the event the employee fails to make the selection referred to above, the method of compensation shall be determined by the Employer.
- v. An employee who has elected the compensatory leave method shall have ~~their~~ **his** lieu days scheduled in the fiscal year in which they are credited to ~~them~~ **him**. In scheduling such lieu days the Employer shall, subject to the operational requirements of the service:

- a. schedule an employee's lieu days on the dates requested when such a request is made in writing thirty (30) days in advance;
  - b. schedule any remaining lieu days after consulting with the employee, if as of October 1 the Employer has been unable to accommodate an employee's request or no request has been filed; such schedule shall be subject to at least twenty-eight (28) days' advance notice;
  - iii. provide by mutual agreement lieu days requested on shorter notice, notwithstanding the above.
- w. Lieu days may be granted as an extension to vacation leave or as occasional days and shall be charged against the lieu day credits on the basis of one (1) shift for one (1) day.
- x. At the end of each fiscal year, the employee shall be paid for each unused lieu day at one and one half (1 ½) times ~~his~~ **their** daily rate of pay.



## APPENDIX B:

### GENERAL LABOUR AND TRADES GROUPS

#### Hours of work and overtime

**1.04** An employee whose scheduled hours of work are changed without seven (7) days prior notice:

a) shall be compensated at the rate of time and one half (1 1/2) for the first (1st) full shift worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at straight time;

b) shall retain his or her previously scheduled days of rest next following the change, or, if worked, such days of rest shall be compensated in accordance with clause ~~2.07~~**1.07**.

(...)

#### **1.07 Reporting pay**

a) An employee who reports for overtime work as directed on a day of rest shall be paid for the time actually worked, or a minimum of three (3) hours' pay at the applicable overtime rate, whichever is the greater. This clause shall only be applicable to employees who are notified of the overtime work requirement prior to completing their last scheduled shift.

b) An employee who reports for work on the employee's scheduled shift shall be paid for the time actually worked, or a minimum of four (4) hours' pay at straight time, whichever is the greater.

c) The minimum payments to which are referred in ~~2.07~~**1.07** (a) and (b) above, do not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with Article 65.

**ANNEX "E":** Special conditions applicable to Lockmasters, Bridgemasters and Canal Operators

#### **11. Shift and weekend premiums**

a. Shift premium

An employee working on shifts will receive a shift premium of 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

b. Weekend premium

An employee working on shifts during the weekend will receive an additional premium of ~~two dollars (\$2.00)~~ **two dollars and twenty-five cents (\$2.25)** per hour for all hours worked, including overtime hours, on Saturday or Sunday.

## **Annex “N”:** GL-MAM, Refrigeration HVAC Technicians

1. Effective on the date of signing of the collective agreement, in an effort to address the recruitment and retention issues of the GL-MAM refrigeration HVAC technicians in the Operational Services (SV) group. The employer will provide an annual terminable allowance of ~~eight thousand and four hundred and eighty dollars (\$8,480)~~ **nine thousand and five hundred dollars (\$9,500)** to GL-MAM refrigeration HVAC technicians who have refrigeration and air conditioning mechanic certification and perform the duties of a GL-MAM refrigeration HVAC technician.
2. The parties agree that GL-MAM refrigeration HVAC technicians shall be eligible to receive an annual “terminable allowance” subject to the following conditions:
  - i. An employee in a position outlined above shall be paid the terminable allowance for each calendar month for which the employee receives at least eighty (80) hours’ pay at the GL-MAM rates of pay of this appendix.
  - ii. The allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this agreement.
  - iii. A part-time employee shall be entitled to the terminable allowance on a pro-rata basis.
  - iv. An employee shall not be entitled to the allowance for periods he is on leave without pay or under suspension

**APPENDIX E:  
HOSPITAL SERVICES**

**Annex “NEW”**

**Memorandum of Understanding Between the Treasury Board of Canada (Hereinafter Called the Employer) and the Public Service Alliance of Canada (Hereinafter Called the Alliance) in Respect of the Operational Services Bargaining Unit: Recruitment Allowance for Indigenous Services Canada Licensed Practical Nurses (LPN) and Registered Practical Nurses (RPN) in Remote or Isolated Communities**

1.
  - a. In an effort to resolve recruitment problems, the Employer will provide an allowance to Indigenous Services Canada LPNs and RPNs at the HS-PHS-07 level permanently assigned in work locations situated in remote and isolated First Nations communities (Type 1 and 2) for the performance of LPN and RPN HS-PHS-07 duties in the Operational Services group.
  
2. The parties agree that LPNs and RPNs at the HS-PHS-07 level hired ~~who~~ to perform the duties of positions identified above shall be eligible to receive a “recruitment allowance” in the following amounts and subject to the following conditions:
  - a. Commencing as per Appendix “L”, Memorandum of Understanding with Respect to Implementation of the Collective Agreement, LPNs and RPNs at the HS-PHS-07 level who are hired to perform the duties of the positions identified above shall be eligible to receive the recruitment allowance.
  - b. The first (1<sup>st</sup>) payment of two thousand one hundred and fifty dollars (\$2,150) is paid in the month of hiring, a second (2<sup>nd</sup>) payment of three thousand one hundred and fifty dollars (\$3,150), is paid at the end of twelve (12) months.

	In the month of hiring	At the end of the twelve (12) months after hiring
HS-PHS-07	\$2,150	\$3,150

- c. The employee shall become eligible for the second (2<sup>nd</sup>) payment after they have worked twelve (12) months, on a continuous or discontinuous basis, according to the eligibility criteria in paragraph 1. a.
- d. Employees whose employment ends prior to the end of the twelve (12) month period mentioned in (b) shall not be entitled to the second payment of this allowance.

- e. Only indeterminate employees and employees hired for terms of twelve (12) months or more are eligible for this allowance.
  - f. A part-time employee shall be paid the applicable amounts shown above on a pro-rated basis, based on the hours of work stipulated in the letter of offer, as a percentage of full-time hours.
  - g. The recruitment allowance specified above does not form part of an employee's salary.
3. **Definitions**
- a. "Remote community (Type 1)" means a community with no scheduled flights, minimal telephone or radio services and no road access (« communauté éloignée »).
  - b. "Isolated community (Type 2)" means a community with scheduled flights, good telephone services and no year-round road access (« communauté isolée »).
  - c. The list of remote and isolated communities can be found in Indigenous Services Canada's Community Workload Increase System (CWIS).
4. The Alliance agrees that the Employer may extend this allowance to Indigenous Services Canada HS-PHS LPNs and RPNs when the Employer is of the opinion that extending such allowance is needed.
5. An employee may not receive this allowance and the retention allowance in Appendix "E" Annex "NEW" Memorandum of Understanding: Retention Allowance for Indigenous Services Canada Licensed Practical Nurses (LPN) and Registered Practical Nurses (RPN) in Remote or Isolated Communities during the same twelve (12) month period.
6. Any period for which the employee is assigned or temporarily appointed to duties with no responsibility within or for Types 1 and 2 communities, will not apply towards the 12-month eligibility period applicable for the second payment of this allowance
7. An employee shall not be entitled to the allowance for periods they are on leave without pay or under suspension.
8. This terminable allowance can only be paid once during an employee's total period of employment in the public service.

**This memorandum of understanding will expire on August 4, 2025.**

**Annex "NEW"**

**Memorandum of Understanding Between the Treasury Board of Canada (Hereinafter Called the Employer) and the Public Service Alliance of Canada (Hereinafter Called the Alliance)**

**in Respect of the Operational Services Bargaining Unit: Retention Allowance for Indigenous Services Canada Licensed Practical Nurses (LPN) and Registered Practical Nurses (RPN) in Remote or Isolated Communities.**

1.
  - a. In an effort to resolve retention problems, the Employer will provide an allowance to Indigenous Services Canada LPNs and RPNs at the HS-PHS-07 level permanently assigned in work locations situated in remote and isolated First Nations communities (Type 1 and 2) for the performance of LPN and RPN HS-PHS-07 duties in the Operational Services group.
  
2. The parties agree that LPNs and RPNs at the HS-PHS-07 level who perform the duties of positions identified above shall be eligible to receive a “terminable allowance” in the following amounts and subject to the following conditions:
  - a. Commencing as per Appendix “L”, Memorandum of Understanding with Respect to Implementation of the Collective Agreement, LPNs and RPNs at the HS-PHS-07 level who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly.
  - b. Employees become eligible for this allowance after they have worked on a continuous or discontinuous basis for a period of 12 months, in which they performed the duties of positions identified above.
  - c. The employee shall receive the monthly allowance for any month in which they meet the eligibility requirements as per paragraph 1 a.

	Annual amount	Monthly amount
HS-PHS-07	\$5,300	\$441.67

- d. The terminable allowance specified above does not form part of an employee’s salary.
- e. The allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the implementation of this MOU.
- f. Only indeterminate employees and employees hired for terms of twelve (12) months or more are eligible for this allowance.
- g. A part-time employee shall receive the monthly amount on a pro-rated basis, based on the hours of work stipulated in the letter of offer, as a percentage of full-time hours.

### **3. Definitions**

- a. **“Remote community (Type 1)” means a community with no scheduled flights, minimal telephone or radio services and no road access (« communauté éloignée »).**
  - b. **“Isolated community (Type 2)” means a community with scheduled flights, good telephone services and no year-round road access (« communauté isolée »).**
  - c. **The list of remote and isolated communities can be found in Indigenous Services Canada’s Community Workload Increase System (CWIS).**
4. **The Alliance agrees that the Employer may extend this allowance to Indigenous Services Canada HS-PHS Licensed Practical Nurses and Registered Practical Nurses when the Employer is of the opinion that extending such allowance is needed.**
  5. **An employee may not receive this allowance and the recruitment allowance in Appendix “E” “NEW” Memorandum of Understanding: Retention Allowance for Indigenous Services Canada Licensed Practical Nurses (LPN) and Registered Practical Nurses (RPN) in Remote or Isolated Communities during the same twelve (12) month period.**
  6. **The terminable allowance will cease when an employee is assigned or temporarily appointed to duties with no responsibility within or for Types 1 and 2 communities, for the duration of the assignment or temporary appointment.**
  7. **An employee shall not be entitled to the allowance for periods they are on leave without pay or under suspension.**

**This memorandum of understanding will expire on August 4, 2025.**

**APPENDIX F:**  
**LIGHTKEEPERS**

**Annex “B”**

**Supplementary allowance**

b. The following supplementary allowance shall be paid to each Lightkeeper:

Full-time station

1. in 1- and 2-employee stations: \$2,~~656~~374
2. in 4-employee stations: \$2,**276**032

## APPENDIX G:

### SHIPS' CREWS

**Annex "G":** special allowances

#### **Rescue specialist allowance**

An employee who completes the required training and becomes a Certified Rescue Specialist shall receive a monthly allowance of one hundred and ~~seventy five dollars (\$175)~~ **two-hundred and forty dollars (\$240)** for each month the employee maintains such certifications and is assigned to a sea-going position where the employee may be required by the Employer to perform such duties.

#### **Annex "I": training**

This annex is in respect of the application of training for employees working under Annexes C, D and E.

#### **Definition**

Training refers to an activity where the Employer has determined that such training is necessary or will assist the employee in carrying out ~~his/her~~ **their** assigned duties.

The following activities shall be deemed to be training:

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

**The Employer shall respond in writing in a timely fashion to requests for training. In the case of denial, the Employer shall give the written reason therefor, upon written request from the employee.**

Training is divided into short- and long-term. Short-term training is any training scheduled to be twenty-eight (28) days or less in duration and long-term is that which is scheduled to be longer in duration than twenty-eight (28) days.

#### **~~Annex "K": Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada With Respect to Crewing Systems and Seasonal Employees Under Appendix G~~**

~~The parties agree to establish a joint committee comprised of appropriate representation to meet within ninety (90) days of the signing of the present agreement. The committee will:~~

~~review issues related to the crewing systems defined under Annexes B, C, D, and E of this agreement;~~



~~and explore options related to bridging the off-season for seasonal employees working under the crewing systems defined under Annexes B, C and D of this agreement.~~

~~The committee will submit its findings and its recommendations to the parties within eighteen (18) months of its first (1st) meeting.~~

~~All costs will be the responsibility of each party.~~

**APPENDIX H:**  
**PRINTING OPERATIONS (SUPERVISORY)**

**Reporting pay**

**3.01** If an employee reports for work on his or her scheduled shift the employee shall be entitled as a minimum to compensation equivalent to four (4) hours' pay at his or her hourly rate of pay.