

EMPLOYER'S PROPOSALS

SUBMITTED TO

UNIFOR, LOCAL 2025

BY

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

NOVEMBER 16, 2022

This document represents bargaining proposals of the *Public Service Alliance of Canada* (PSAC) for this round of collective bargaining with *Unifor, Local 2025*. These proposals are being submitted without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

The PSAC reserves the right to add to, amend, modify, and withdraw its demands at any time during Collective Bargaining, to introduce counterdemands to *Unifor, Local 2025*'s proposals, and to introduce new demands that might emerge from discussions at the bargaining table or from new information obtained during negotiations.

Language proposed for change is reflected with either an underline – which denotes new language, or a– which denotes the deletion of language.

Where the word RESERVE appears, it means that the Employer reserves the right to make demands at a later date. The Employer is also reserving the right to make demands on all items listed as discussion items and to introduce a comprehensive wage proposal at an appropriate time during negotiations.

If neither party has a proposal on a specific clause, article or Memoranda of Agreement (MOA), that clause, article or MOA shall be renewed.

ADMINISTRATIVE/HOUSEKEEPING MATTERS

Put the Union on notice that the HRMS is programmed to strictly apply the CA regarding all leaves, benefits, allowances, etc.

Add LOU on Gender Affirming Care to the table of content.

DISCUSSION ITEMS

1. Potentially removing lists/reports indicated in the CA, when they are already programmed in the HRMS (for ex. Leave credit report on March 31 for staff only at Art. 10.02)

**ARTICLE 11
NO DISCRIMINATION AND HARASSMENT**

Current language

- 11.12
- a) A grievance concerning this article will include detailed written allegations in support of the grievance, outlining the alleged incident(s) of harassment or discrimination.
 - b) Formal complaints filed under the PSAC Anti-Racism Policy shall be considered a grievance and follow the procedures outlined in this article.
 - c) The Employer will make a determination within 15 days of receipt of a grievance as to whether the grievance discloses reasonable grounds to believe that harassment and/ or discrimination may have occurred. The time limit may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Union representative.
 - i) If the grievance discloses such reasonable grounds, the employer will investigate the allegations in accordance with this article; or
 - ii) If the Employer determines that no reasonable grounds exist, this will be stated in its reply to the merits of the grievance and the reasons for that decision will be provided. The grievance may then proceed to the appropriate step in accordance with Article 25.
 - d) Where the Employer decides to investigate, it will consult the union regarding the selection of the investigator, including whether to select an investigator identified in accordance with MOA #7. In the event that there is no agreement on the investigator, the Employer will appoint the investigator. An investigator shall be appointed within 20 days of receiving the grievance;
 - e) The Employer shall consult the union regarding the terms of reference for the investigation, including the incorporation of any standard template agreed to in accordance with MOA #7.
 - f) The investigation will start within 20 days of appointment;

- g) A report will be released to the parties within 30 days of the conclusion of the investigation; and
- h) The Employer will reply in writing to the grievance within 20 days of receipt of the report.

Proposed language

- 11.12 c) The Employer will make a determination within 45 **25** days of receipt of a grievance as to whether the grievance discloses reasonable grounds to believe that harassment and/ or discrimination may have occurred. **It is understood that depending on circumstances, a request to extend shall not be unreasonably denied.** ~~The time limit may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Union representative.~~
- i) If the grievance discloses such reasonable grounds, the employer will investigate the allegations in accordance with this article; or
 - ii) If the Employer determines that no reasonable grounds exist, this will be stated in its reply to the merits of the grievance and the reasons for that decision will be provided. The grievance may then proceed to the appropriate step in accordance with Article 25.

ARTICLE 13
Hours of Work

Current Language

- 13.01 a) The work week shall be thirty-five (35) hours from Monday to Friday inclusive and the work day shall be seven (7) consecutive hours, (exclusive of a lunch period) between the hours of 7:00 a.m. and 6:00 p.m.
- b) Subject to operational requirements as determined from time to time by the Employer, an employee shall have the right to select and request flexible or staggered hours between 7:00 a.m. and 6:00 p.m. and such request shall not be unreasonably withheld.
- c) i) Notwithstanding the provisions of this Article, employees with the approval of the Employer, may complete their weekly hours of employment in a period other than five (5) full days provided that over a period to be determined by the Employer, employees work an average of thirty-five (35) hours per week. In every such period employees shall be granted days of rest on days not scheduled as normal work days for them. Such requests shall not be unreasonably denied.
- ii) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.
- iii) Any special arrangement may be at the request of either party and must be mutually agreed between the Employer and the majority of employees affected and shall apply to all employees at the work unit.
- iv) The Employer may require employees to register their attendance in a form or in forms to be determined by the Employer.
- v) An employee required to work on their scheduled "Compressed Day Off" will have that day (CDO) displaced to another working day mutually agreed to by the employee and supervisor. Every reasonable effort shall be made to

give the employee as much notice as possible in the event the CDO must be displaced.

Proposed Language

- 13.01
- a) The work week shall be thirty-five (35) hours from Monday to Friday inclusive and the work day shall be seven (7) consecutive hours, (exclusive of a lunch period) between the hours of 7:00 a.m. and 6:00 p.m.
 - b) Subject to operational requirements as determined from time to time by the Employer, an employee shall have the right to select and request flexible or staggered hours between 7:00 a.m. and 6:00 p.m. and such request shall not be unreasonably withheld.
 - c)
 - i) Notwithstanding the provisions of this Article, employees with the approval of the Employer, may complete their weekly hours of employment in a period other than five (5) full days provided that over a period to be determined by the Employer, employees work an average of thirty-five (35) hours per week. In every such period employees shall be granted days of rest on days not scheduled as normal work days for them. **When making a request, employees must demonstrate to their supervisor that their workload and duties are conducive to a compressed schedule.** Such requests shall not be unreasonably denied.
 - ii) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.
 - iii) Any special arrangement may be at the request of either party and must be mutually agreed between the Employer and the majority of employees affected and shall apply to all employees at the work unit.
 - iv) The Employer may require employees to register their attendance in a form or in forms to be determined by the Employer.
 - v) An employee required to work on their scheduled “Compressed Day Off” will have that day (CDO) displaced to another working day mutually agreed to by the employee

and supervisor. Every reasonable effort shall be made to give the employee as much notice as possible in the event the CDO must be displaced.

- vi) Where an employee displaces their compressed day off (CDO) from its original date, the displaced CDO must be taken within 8 weeks of the original scheduled date.

**ARTICLE 13
Hours of Work**

Current Language

Remote Work

- 13.03 a) Employees have a right to request remote work on a permanent, temporary, or as-needed basis. Such requests shall not be unreasonably be denied.
- b) i) Request for a Permanent arrangement of remote work must be made in writing by an employee to their supervisor. The supervisor will reply in writing within 10 working days of receiving the request.
- ii) If authorization to work remotely is denied, the Employer will provide, the reason(s) for the denial in the same manner it was requested.
- iii) The Employer will provide an employee who works remotely full remote access to work systems and resources as outlined under the PSAC Remote Work Policy.
- iv) Either party has the right to cancel or alter the permanent remote work arrangement by advising the other party in writing. The Employer will provide the employee in writing the rationale for a decision to cancel or alter the remote work arrangement. The written decision will be provided within 10 working days of receiving the request.

Proposed Language

Remote Work

13.03 The Employer’s Remote Work Policy, as amended from time to time, forms part of this Collective Agreement.

- ~~13.03 a) Employees have a right to request remote work on a permanent, temporary, or as-needed basis. Such requests shall not be unreasonably be denied.~~
- ~~b) i) Request for a Permanent arrangement of remote work must be made in writing by an employee to their~~

supervisor. The supervisor will reply in writing within 10 working days of receiving the request.

- ~~ii) If authorization to work remotely is denied, the Employer will provide the reason(s) for the denial in the same manner it was requested.~~
- ~~iii) The Employer will provide an employee who works remotely full remote access to work systems and resources as outlined under the PSAC Remote Work Policy.~~
- ~~iv) Either party has the right to cancel or alter the permanent remote work arrangement by advising the other party in writing. The Employer will provide the employee in writing the rationale for a decision to cancel or alter the remote work arrangement. The written decision will be provided within 10 working days of receiving the request.~~

ARTICLE 14 Overtime

Current language

14.01 In this article:

- a) “overtime” means:
 - i) in the case of an employee whose classification level is below Band 10, authorized work performed in excess of an employee’s scheduled hours of work;
 - ii) in the case of an employee whose classification level is Band 10 or higher, authorized work performed on a day of rest.
- b) “straight-time rate” means the hourly rate of pay;
- c) “time and one-half” means one and one-half times the straight-time rate;
- d) “double time” means twice (2) the straight-time rate.

14.02 Subject to clause 14.04, an employee whose classification level is below Band 10, who is required to work overtime on their work day is entitled to compensation at the rate time and one-half (1 1/2T) for all overtime hours worked.

14.03 Subject to clause 14.04:

- a) an employee whose classification level is below Band 10, who is required to work on Saturday is entitled to compensation at time and one-half (1 1/2T) for the first seven (7) hours and double (2T) time thereafter;
- b) an employee whose classification level is below Band 10, who is required to work overtime beginning on Sunday is entitled to compensation at double (2T) time for all continuous hours worked exclusive of meal breaks and regularly scheduled work periods.

14.04 An employee is entitled to overtime compensation under clause 14.02 and 14.03 for each completed fifteen (15) minute period of overtime worked by the employee:

- a) when the overtime work is authorized in advance by the Employer on the required form;

and

- b) when the employee does not control the duration of the overtime work.

14.05 An employee whose classification level is Band 10 or higher, shall be compensated for overtime worked by them on a day of rest at the following rates:

- a) for overtime performed on Saturday - at time and one-half (1 1/2T);
- b) for overtime worked on Sunday - at double (2T) time.

[...]

14.15 Employees required to work on days of rest shall be entitled to a minimum of four (4) hours' pay at the applicable rate. Such minimum shall be paid only once per day.

Proposed language

14.01 In this article:

- a) "overtime" means:
 - i) in the case of an employee whose classification level is below Band 10, authorized work performed in excess of an employee's scheduled hours of work;
 - ii) in the case of an employee whose classification level is Band 10 or higher, authorized work performed on a day of rest.

- b) "straight-time rate" means the hourly rate of pay;

~~c) "time and one half" means one and one half times the straight time rate;~~

~~d) "double time" means twice (2) the straight time rate.~~

- c) "time and three quarters" means one and three quarters times the straight time rate (1 3/4).**

14.02 Subject to clause 14.04, an employee whose classification level is below Band 10, who is required to work overtime on their work day is entitled to compensation at the rate ~~time and one-half (1 1/2T)~~ **time and three quarters** (1 3/4T) for all overtime hours worked.

14.03 Subject to clause 14.04:

- a) an employee whose classification level is below Band 10, who is required to work on Saturday is entitled to compensation at ~~time and one-half (1 1/2T) for the first seven (7) hours and double (2T) time thereafter~~ **time and three quarters (1 3/4T) for all overtime hours worked;**
- b) an employee whose classification level is below Band 10, who is required to work overtime beginning on Sunday is entitled to compensation at ~~double (2T) time~~ **time and three quarters (1 3/4T)** for all continuous hours worked exclusive of meal breaks and regularly scheduled work periods.

[...]

14.05 An employee whose classification level is Band 10 or higher, shall be compensated for overtime worked by them on a day of rest at **time and three quarters (1 3/4T)** for all overtime hours worked. ~~the following rates:~~

~~_____ a) _____ for overtime performed on Saturday at time and one-half (1 1/2T);~~

~~_____ b) _____ for overtime worked on Sunday at double (2T) time.~~

[...]

~~14.15 _____ Employees required to work on days of rest shall be entitled to a minimum of four (4) hours' pay at the applicable rate. Such minimum shall be paid only once per day.~~

ARTICLE 14 Overtime

Current Language

14.07 In the event operational requirements preclude an employee taking compensatory leave during the year in which it was earned, compensatory leave credits may be carried over into the succeeding year up to a maximum of 105 hours or up to the maximum leave credits earned during the period of September 1 to December 31, whichever is the greater.

Compensatory leave credits in excess of the permissible maximum leave credits being carried over, shall be liquidated by means of an equivalent cash payment and will be based on the employee's regular salary rate as at December 31st.

While compensatory leave will normally be taken in the year in which it is earned and while normally a maximum of 105 hours may be carried over into the next year, an employee may request to bank additional compensatory leave for a specific purpose. Such requests must be made in writing by October 31 and must specify the purpose and duration of the banked compensatory leave. Such requests shall not be unreasonably denied.

Banked compensatory leave may be taken for the purposes of, but not limited to, special holiday travel, education or shorter workweek in pre-retirement period.

Banked compensatory leave must be taken in one block in the following year. In the year of the employee's retirement, the banked compensatory leave may be taken in accordance with a mutually agreed to schedule in shorter blocks of time leading up to the retirement date.

Proposed Language

New MOA

“On January 1, 2024 all compensatory leave credits in excess of the permissible maximum for carry-over under 14.07 will be converted into a monetary amount based on employee's substantive current salary and placed in a separate bank to be cashed out. Employees are expected to deplete this excess leave bank account within 3 years by, June 1, 2026, anything remaining after that date shall be paid out.”

As of January 1, 2024, the employer will be strictly applying the carry-over provision in article 14.07 and liquidating in accordance with this article subject to any requests made for specific purposes.

**ARTICLE 17
SPECIAL LEAVE WITH OR WITHOUT PAY**

Current Language

- 17.09 Special Leave with Pay
- a) Up to a total of 60 hours leave with pay will be granted in the categories below (17.09 b), 17.09 c) and 17.09 d) in a fiscal year.
 - b) Leave with Pay for Family Related Responsibilities
 - i) to provide for temporary care of a sick member of the employee's family;
 - ii) for appointments of a professional nature (doctor, dentist, therapist, lawyer, teacher, etc.).
 - c) Leave with Pay for Personal Responsibilities
 - i) for appointments of a professional nature (doctor, dentist, therapist, lawyer, etc.);
 - ii) for moving (a maximum of one (1) day);
 - iii) for writing an examination for the purposes of professional development;
 - iv) for reasons of a personal nature (a maximum of three (3) days).
 - d) Leave with Pay for Civic Responsibilities

for working as a volunteer for a charitable organization or charitable activity (a maximum of one (1) day).

Proposed Language

- 17.09 Special Leave with Pay
- a) Up to a total of 60 hours leave with pay will be granted in the categories below (17.09 b), 17.09 c) and 17.09 d) in a fiscal year.

Term employees accumulate this leave on a pro rata basis for every month in which they receive ten (10) days' pay. Part-

time employees also accumulate this leave on a pro rata basis.

- b) Leave with Pay for Family Related Responsibilities
 - i) to provide for temporary care of a sick member of the employee's family;
 - ii) for appointments of a professional nature (doctor, dentist, therapist, lawyer, teacher, etc.).

- d) Leave with Pay for Personal Responsibilities
 - i) for appointments of a professional nature (doctor, dentist, therapist, lawyer, etc.);
 - ii) for moving (a maximum of one (1) day);
 - iii) for writing an examination for the purposes of professional development;
 - iv) for reasons of a personal nature (a maximum of three (3) days).

- d) Leave with Pay for Civic Responsibilities
 - for working as a volunteer for a charitable organization or charitable activity (a maximum of one (1) day).

ARTICLE 17
SPECIAL LEAVE WITH OR WITHOUT PAY

Current Language

17.21 Leave Without Pay for the Compassionate Care of Family Member

[...]

f) Compassionate Care Allowance

i) An employee who has been on Compassionate Care Leave without pay, shall be paid a compassionate care allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in sub-clause ii), providing they:

a) have completed six (6) months of continuous employment before the commencement of leave without pay;

b) provide the Employer with proof that they have applied for and are in receipt of compassionate care benefits of the Employment Insurance Act in respect of insurable employment with the Employer.

ii) Compassionate Care Allowance payments made in accordance with the SUB Plan will consist of the following:

a) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance Compassionate Care benefits, ninety-three percent (93%) of their weekly rate of pay for each week of the waiting period, less any other monies earned during this period;

b) for each week in respect of which the employee receives Compassionate Care benefits, the difference between the gross weekly amount of the Employment Insurance Compassionate Care benefits they are eligible to receive and ninety-three percent (93%) of their weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which they would have been eligible if no extra monies had been earned during this period.

iii) At the employee's request, the payment referred to in sub-clause 17.20 f) ii) a) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI compassionate benefits.

Proposed language

17.21 Leave Without Pay for the Compassionate Care of Family Member

[...]

f) Compassionate Care Allowance

- i) An employee who has been on Compassionate Care Leave without pay, shall be paid a compassionate care allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in sub-clause ii), providing they:
 - a) have completed six (6) months of continuous employment before the commencement of leave without pay;
 - b) provide the Employer with proof that they have applied for and are in receipt of compassionate care benefits of the Employment Insurance Act in respect of insurable employment with the Employer.
- ii) Compassionate Care Allowance payments made in accordance with the SUB Plan will consist of the following:
 - a) where an employee is subject to a waiting period of ~~two (2)~~ **weeks one (1) week** before receiving Employment Insurance Compassionate Care benefits, ninety-three percent (93%) of their weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - b) for each week in respect of which the employee receives Compassionate Care benefits, the difference between the gross weekly amount of the Employment Insurance Compassionate Care benefits they are eligible to receive and ninety-three percent (93%) of their weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which they would have been eligible if no extra monies had been earned during this period.
- iii) At the employee's request, the payment referred to in sub-clause 17.20 f) ii) a) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI compassionate benefits.

**ARTICLE 21
COMPENSATION FOR TRAVEL**

Current language

21.04 The Employer will issue, on a loan basis, a suitcase to employees who are required to travel frequently. The standard issue suitcase will be of a quality equal to the Samsonite Epsilon case. It is understood and agreed that the suitcase must be returned to the Employer when the employee either leaves the PSAC or accepts a job with no requirements for frequent traveling.

Proposed language - delete

~~21.04 The Employer will issue, on a loan basis, a suitcase to employees who are required to travel frequently. The standard issue suitcase will be of a quality equal to the Samsonite Epsilon case. It is understood and agreed that the suitcase must be returned to the Employer when the employee either leaves the PSAC or accepts a job with no requirements for frequent traveling.~~

**ARTICLE 23
STATEMENT OF DUTIES**

Current Language

23.01 The parties agree that the mutually agreed upon classification system in the PSAC is the “Deloitte & Touche System: PSAC Plan”.

23.02 The parties agree that all positions will be classified using the nine (9) following factors:

- Knowledge
- Interpersonal Skills
- Concentration
- Physical and Visual Demands
- Complexity
- Impact of the Position
- Responsibility for Information
- Development and Leadership of Others
- Environmental Working Conditions

23.03 Upon written request, an employee shall be entitled to a complete and current statement of duties and responsibilities of their position including the position's classification level and point rating allotted by factor.

23.04 The Employer shall provide an employee within ten (10) days with a copy of the above either when requested or at time of employment, or when there is a change in duties.

Reserve

**ARTICLE 25
GRIEVANCE PROCEDURE**

Current Language

25.06 Step 2: If the grievance is not dealt with to the employee's satisfaction, the employee or the Union may submit the grievance to Step 2 in accordance with clause 25.04. The National President shall hear and determine the grievance at Step 2. The National President may delegate this responsibility to the National Executive Vice-President.

Proposed Language

25.06 Step 2: If the grievance is not dealt with to the employee's satisfaction, the employee or the Union may submit the grievance to Step 2 in accordance with clause 25.04. The National President shall hear and determine the grievance at Step 2. The National President may delegate this responsibility to the National Executive Vice-President **or the Executive Director**.

**ARTICLE 21
WELFARE PLANS AND BENEFITS**

Current Language

27.16 Any employee who in one (1) year is expected to achieve the rule of 80 under the PSAC Pension Plan or is aged 60 or over and has a non-revocable retirement date will be entitled to pre-retirement transition leave providing for a maximum of forty per cent (40%) reduction in the work week. Pension and benefits coverage will continue at the pre-leave arrangement levels during such leave. Canada Pension Plan/Quebec Pension Plan and Employment Insurance premiums will be deducted on the reduced rate of pay. Union dues will be deducted on the unreduced rate of pay.

Current Language

27.16 Any employee who in one (1) year is expected to achieve the rule of 80 under the PSAC Pension Plan or is aged 60 or over and has a non-revocable retirement date ~~will~~ **may** be entitled to pre-retirement transition leave providing for a maximum of forty per cent (40%) reduction in the work week. Pension and benefits coverage will continue at the pre-leave arrangement levels during such leave. Canada Pension Plan/Quebec Pension Plan and Employment Insurance premiums will be deducted on the reduced rate of pay. Union dues will be deducted on the unreduced rate of pay. **The request for this leave, including the retirement date, must be made in writing.**

**ARTICLE 32
PROMOTIONS AND APPOINTMENTS**

Current Language

- 32.01 a) Subject to the application of Article 32.10 b), all indeterminate employees shall have the right to apply for a transfer into a vacant or newly created position in the Bargaining Unit which has similar duties or skills requirements and for which the employee is qualified. On or before the date a competition poster is issued for such position, the Employer shall notify all employees of such position. Applications for transfer must be submitted to the Human Resources Section on or before the closing date of the competition as specified in the competition poster.

Proposed Language

- 32.01 a) Subject to the application of Article 32.10 b), all indeterminate employees **who have completed probation** shall have the right to apply for a transfer into a vacant **indeterminate** or newly created **indeterminate** positions in the Bargaining Unit which has similar duties or skills requirements and for which the employee is qualified. On or before the date a competition poster is issued for such position, the Employer shall notify all employees of such position. Applications for transfer must be submitted to the Human Resources Section on or before the closing date of the competition as specified in the competition poster.

**ARTICLE 32
PROMOTIONS AND APPOINTMENTS**

Current Language

32.02 Competition Factors

- a) Before filling any vacant or newly created indeterminate position or temporary assignment exceeding four (4) months the Employer shall conduct an Employment Equity analysis and make a determination regarding the necessity of designating that position as an equity posting utilizing the process identified in the PSAC Employment Equity Plan. Further, the Employer shall advise the Union of the rationale for the designation or non-designation.

- b) With the exception of vacancies of four (4) months or less, the promotion and/or transfer of employees to positions within and outside the bargaining unit save and except positions excluded from the collective bargaining process, shall be the result of a competition based on the following factors:
 - i) skill, competence and efficiency;
 - ii) continuous employment with the PSAC and its Components.

Where the factors in sub-clause (b) are relatively equal, length of continuous employment with the PSAC and its Components shall govern.

Proposed Language

32.02 Competition Factors

- a) Before filling any vacant or newly created indeterminate position or temporary assignment exceeding ~~four~~ **six** ~~(4)~~ **(6)** months the Employer shall conduct an Employment Equity analysis and make a determination regarding the necessity of designating that position as an equity posting utilizing the process identified in the PSAC Employment Equity Plan. ~~Further, the Employer shall advise the Union of the rationale for the designation or non-designation.~~

- b) With the exception of vacancies of ~~four~~ **six** ~~(4)~~ **(6)** months or less, the promotion and/or transfer of employees to positions within and outside the bargaining unit save and except positions excluded from

the collective bargaining process, shall be the result of a competition based on the following factors:

- i) skill, competence and efficiency;
- ii) continuous employment with the PSAC and its Components.

Where the factors in sub-clause (b) are relatively equal, length of continuous employment with the PSAC and its Components shall govern.

**ARTICLE 32
PROMOTIONS AND APPOINTMENTS**

Current Language

32.03 Notification of all vacant and newly created positions within and outside the bargaining unit shall be conveyed in writing to all employees so that they shall have an opportunity to make written application for such positions.

Notification of all temporary assignments, projects and acting appointments above four (4) months duration shall be conveyed in writing to all employees covered by this collective agreement so that employees shall have an opportunity to make written application.

The notification period for each of the above shall be not less than ten (10) working days.

Proposed language

32.03 Notification of all vacant and newly created positions within and outside the bargaining unit shall be conveyed in writing to all employees so that they shall have an opportunity to make written application for such positions.

Notification of all temporary assignments, projects and acting appointments above ~~four (4)~~ **six (6)** months duration shall be conveyed in writing to all employees covered by this collective agreement so that employees shall have an opportunity to make written application.

The notification period for each of the above shall be not less than ten (10) working days.

**ARTICLE 32
PROMOTIONS AND APPOINTMENTS**

Current Language

32.13 Bilingual Positions

...

- c) If a position is identified as bilingual by the Employer, indeterminate unilingual employees will be eligible to make written application provided that an appointment to this position constitutes a promotion for an employee and provided that they undertake to become proficient in the other official language within a two (2) year period from the date on which the Employer approves the employee to commence language training. If an employee fails to meet the language requirements of the position within the above noted two (2) year period, the Employer shall make every possible reasonable effort to place the employee in a position at a classification level equivalent to their former position. An employee shall be granted leave with pay for the purpose of language training and the Employer shall bear all costs associated with such training.

32.14 The parties agree that no positions save and except positions in Language Services shall be designated as Bilingual Imperative.

Proposed Language

~~32.13 Bilingual Positions~~

~~...~~

- ~~c) If a position is identified as bilingual by the Employer, indeterminate unilingual employees will be eligible to make written application provided that an appointment to this position constitutes a promotion for an employee and provided that they undertake to become proficient in the other official language within a two (2) year period from the date on which the Employer approves the employee to commence language training. If an employee fails to meet the language requirements of the position within the above noted two (2) year period, the Employer shall make every possible reasonable effort to place the employee in a position at a classification level equivalent to their former position. An employee shall be granted leave with pay for the purpose of~~

language training and the Employer shall bear all costs associated with such training.

~~32.14 — The parties agree that no positions save and except positions in Language Services shall be designated as Bilingual Imperative.~~

Replace 32.13c) and 32.14 with new 32.13 and renumber current 32.15 to 32.14

In accordance with PSAC's Linguistic Strategy and the Right to Work in French Policy, certain positions have been identified as bilingual (English/French) by the Employer. Candidates will be required to meet the second-language linguistic profile which has been assigned to each bilingual position.

If an Employee fails to meet the language requirements of the position within a maximum of two (2) years, the Employer shall make reasonable efforts to place the Employee in a position at a classification level equivalent to their former position.

**ARTICLE 32A
TERM EMPLOYMENT**

Current Language

- 32A.02 For greater certainty, the provisions of clause 30.01 (lay-off) shall not apply when a term employee ceases to be employed by the PSAC when the specified period of time (or its extension) terminates.
- 32A.03 The above notwithstanding, the term employee shall not be terminated early unless the incumbent returns and not with less than 10 days' notice.

Proposed Language

- 32A.02 For greater certainty, the provisions of clause 30.01 (lay-off) shall not apply when a term employee ceases to be employed by the PSAC when the specified period of time (or its extension) terminates.
- 32A.03 The above notwithstanding, the term employee's **contract may** shall not be terminated early ~~unless the incumbent returns~~ **by the Employer** and not with less than 10 days' notice.

**ARTICLE 32A
TERM EMPLOYMENT**

Current Language

32A.06 Any term employee who has been continuously employed for a period of one year or more, shall for one year from the day on which their specified period expires, be notified in writing by the Director, Human Resources and Information Management of the PSAC of any PSAC competition open to the general public.

Proposed Language - Delete

~~32A.06 Any term employee who has been continuously employed for a period of one year or more, shall for one year from the day on which their specified period expires, be notified in writing by the Director, Human Resources and Information Management of the PSAC of any PSAC competition open to the general public.~~

ARTICLE 38 TECHNOLOGICAL CHANGE

Current Language

38.03 Notice: When the Employer is considering the introduction of a technological change:

- a) the Employer agrees to notify the Union as far as possible in advance of its intention and to update the information provided as new developments arise and modifications are made;
- b) the foregoing notwithstanding, the Employer shall provide the Union, at least 90 days before the introduction of a technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.

Proposed language

38.03 Notice: When the Employer is considering the introduction of a technological change:

- a) the Employer agrees to notify the Union as far as possible in advance of its intention and to update the information provided as new developments arise and modifications are made;
- b) the foregoing notwithstanding, the Employer shall provide the Union, at least 90 days before the introduction of a technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.

c) It is understood that due to the nature of information technology and the nature of their work, Employees working in the Information Technology and Information Management Branch are not entitled to notice under this provision.

**ARTICLE 40
HEALTH AND SAFETY**

Current Language

40.13 Recreation Allowance

- a) The parties agree that there is a need to participate in some recreational activity to alleviate stress associated with the work functions. To this end, the Employer agrees to reimburse all employees \$800 per year paid on the last pay of each calendar year.
- b) The “Recreation Allowance” will be pro-rated at 1/12th of the annual amount for each complete month of work under this Collective Agreement.
- c) The term employee will be required to submit a claim for the reimbursement on or after January 1st in any year. If the term employee ceases to be an employee prior to January 1st, the term employee may claim 1/12th of the Allowance for each complete month or work upon termination.

d) Stress Leave

Employees will be entitled to two (2) days’ leave per calendar year for the purpose of relieving stress. Such leave may not be combined with any other type of leave and shall not be carried over to the following year. Employees who are on this leave will not be contacted by the Employer except in the case of an emergency.

Proposed language

40.13 Recreation Allowance

- a) The parties agree that there is a need to participate in some recreational activity to alleviate stress associated with the work functions. To this end, the Employer agrees to reimburse all employees \$800 per year paid on the last pay of each calendar year.
- b) The “Recreation Allowance” will be pro-rated at 1/12th of the annual amount for each complete month of work under this Collective Agreement.

e) The term employee will be required to submit a claim for the reimbursement on or after January 1st in any year. If the term employee ceases to be an employee prior to January 1st, the term employee may claim 1/12th of the Allowance for each complete month or work upon termination.

f) Stress Leave

Employees will be entitled to two (2) days' leave per calendar year for the purpose of relieving stress. Such leave ~~may not be combined with any other type of leave and~~ shall not be carried over to the following year. Employees who are on this leave will not be contacted by the Employer except in the case of an emergency.

APPENDICES, LETTERS OF UNDERSTANDING AND MEMORANDUM OF AGREEMENTS

RENEW

- Appendix D: PSAC - Travel Policy Commercial Transportation
- Appendix E: Deferred Payment Plan Regulations
- Appendix F: Application for Leave with Income Averaging Arrangement
- MOA #4 – Principles of Reorganization
- MOA #8 – Social Justice Fund
- MOA #10 – Working in French at the PSAC
- MOA #11 – Developmental Positions
- MOA #12 – Staffing Practices
- MOA #13 – Role of Elected Officers in Staff Relations
- MOA #15 – National Working Group on Mental Health
- MOA #21 – Conflict Resolution and Restorative/Transformative Justice
- MOA #22 – Trans and Gender Variant Inclusion
- MOA #23 – Articling Student

RESERVE

- Appendix A
- Appendix B: Level Structure for the New Classification Plan
- Appendix C: Conversion Rules
- MOA #6 – Summer Student Employment
- MOA # 19 – Retiree Benefits

RENEW WITH MODIFICATIONS

- MOA – renew with date of signature
- MOA #1 – Excluded positions
- MOA #5 – Benefits Committee
- MOA #9 – Work of National Regional Education Staff

DELETE

- Letter of Understanding: Scheduling Committee Representation and Legal Services Branch
- Letter of Understanding: Grievance HR66-1-WHI-15
- Letter of Understanding: Investigations
- MOA #2 – Decentralized duties and/or Responsibilities
- MOA #3 – Employee-initiated Position Exchanges
- MOA #7 – Union-Management Consultation on Investigations Taking Place under Article 11

- **MOA #14 – Workload and Staffing Levels**
- **MOA # 16 – Vacation Leave Excess**
- **MOA # 17– Pension Benefits**
- **MOA# 18 – Special Pension Allowance**
- **MOA #20 – Development of A Remote Work Policy**
- **MOA #24 – National Day For Truth and Reconciliation**
- **MOA #25 – Law Society Fees**

MEMORANDUM OF AGREEMENT #1 EXCLUDED POSITIONS

Current language

- 1) The parties agree that the following positions should properly be excluded from the bargaining unit represented by Unifor, Local 2025:
 - a) All employees who are covered under a subsisting collective agreement in another bargaining unit. For greater certainty, the parties recognize that the list of “subsisting” collective agreements currently includes collective agreements between the PSAC and:
 - Canadian Union of Labour Employees (CULE), Units I and II,
 - SCFP 5481,
 - the Alliance Employee’s Union (Units II and X).
 - b) All elected and appointed officers of the Public Service Alliance of Canada.
 - c) The following positions are excluded for managerial or confidential capacity as provided in the definition of the bargaining unit:

Directors:

- Director of Negotiations and Programs Branch
- Director of Communications, Political Action and Campaigns Branch
- Director of Human Resources and Information Management Branch
- Director of Representation and Legal Services Branch
- Director of Regional Offices Branch
- Assistant Director, Regional Offices Branch
- Director of Finance Branch
- Executive Director

Coordinators:

- Negotiations Section
- Representation Section
- Human Resources Section
- Programs Section
- Finance Section
- Information Technology / Information Management Section
- Communications, Political Action and Campaigns

Managers:

- IT/IM Operations Manager

- Manager, Members' Information Management

Political Assistants:

- Executive Assistant to National President
- Executive Assistant to National Executive Vice-President
- Executive Assistant to the Alliance Executive Committee
- Political Assistant to the Alliance Executive Committee
- Regional Political and Communications Officers to the Regional Executive Vice-Presidents

Human Resource Section

- Senior Human Resources Advisors
- Human Resources Advisors
- Compensation Specialist
- Human Resources Administrators
- Administrative Assistants
- Supervisor, Benefits
- Supervisor, Payroll
- Human Resources Systems Administrator

Administrative Assistants to the:

- National President's Office
- National Executive Vice-President
- Executive Office
- Executive Director
- Branch Director, HRIMB
- Branch Director, NPB
- Branch Director, ROB
- Branch Director, RLSB
- Branch Director, FB.

Proposed language

- 1) The parties agree that the following positions should properly be excluded from the bargaining unit represented by Unifor, Local 2025:
 - a) All employees who are covered under a subsisting collective agreement in another bargaining unit. For greater certainty, the parties recognize that the list of "subsisting" collective agreements currently includes collective agreements between the PSAC and:
 - Canadian Union of Labour Employees (CULE), Units I and II
 - CUPE 5481,
 - the Alliance Employee's Union (Units II and X).

- b) All elected and appointed officers of the Public Service Alliance of Canada.
- c) The following positions are excluded for managerial or confidential capacity as provided in the definition of the bargaining unit:
 - **Any employee paid above band 12 (except for the position of Senior National Joint Committee (NJC) Officer)), including but not limited to:**
 - **Any employee working in the following positions:**
 - **Executive Director**
 - **Directors; General Counsel**
 - **Assistant Directors; Coordinators; Special Projects Officers**
 - **Managers; Assistant-Coordinators; Senior G&A Officer**
 - **Any employee working in the Human Resources Branch**
 - **Any employee working in the Executive Office**
 - **Any employee working for an elected officer, including Political Assistants; Executive Assistants to REVPs; Regional Political and Communications Officers; and Administrative Assistants (with the exception of the Regional Political and Communications Officer and Executive Assistant in Quebec)**
 - **Administrative Assistants to the Executive Director and to Directors**
 - **Any other excluded position that follows the terms and conditions of another collective agreement.**

Directors:

- ~~Director of Negotiations and Programs Branch~~
- ~~Director of Communications, Political Action and Campaigns Branch~~
- ~~Director of Human Resources and Information Management Branch~~
- ~~Director of Representation and Legal Services Branch~~
- ~~Director of Regional Offices Branch~~
- ~~Assistant Director, Regional Offices Branch~~
- ~~Director of Finance Branch~~
- ~~Executive Director~~

Coordinators:

- ~~Negotiations Section~~
- ~~Representation Section~~
- ~~Human Resources Section~~

- ~~Programs Section~~
- ~~Finance Section~~
- ~~Information Technology / Information Management Section~~
- ~~Communications, Political Action and Campaigns~~

~~Managers:~~

- ~~IT/IM Operations Manager~~
- ~~Manager, Members' Information Management~~

~~Political Assistants:~~

- ~~Executive Assistant to National President~~
- ~~Executive Assistant to National Executive Vice President~~
- ~~Executive Assistant to the Alliance Executive Committee~~
- ~~Political Assistant to the Alliance Executive Committee~~
- ~~Regional Political and Communications Officers to the Regional Executive Vice Presidents~~

~~Human Resource Section~~

- ~~Senior Human Resources Advisors~~
- ~~Human Resources Advisors~~
- ~~Compensation Specialist~~
- ~~Human Resources Administrators~~
- ~~Administrative Assistants~~
- ~~Supervisor, Benefits~~
- ~~Supervisor, Payroll~~
- ~~Human Resources Systems Administrator~~

~~Administrative Assistants to the:~~

- ~~National President's Office~~
- ~~National Executive Vice President~~
- ~~Executive Office~~
- ~~Executive Director~~
- ~~Branch Director, HRIMB~~
- ~~Branch Director, NPB~~
- ~~Branch Director, ROB~~
- ~~Branch Director, RLSB~~
- ~~Branch Director, FB.~~

MEMORANDUM OF AGREEMENT #5
BENEFITS COMMITTEE

Current Language

- a) Pursuant to Article 27.08, the parties agree to establish a Joint Benefits Committee consisting of two (2) Union members and two (2) Employer representatives. The committee will meet to implement the following mandate:
 - i) review the benefit plans with a view to making recommendations to their principals on cost containment. Plans for review should include, but not be limited to, the following:
 - a. Dental Plan
 - b. Vision Plan
 - c. Extended Health Care Plan
 - d. Disability Insurance
 - e. Accidental Death and Dismemberment
 - f. Life Insurance
 - ii) review the disability insurance process in order to examine problems experienced by employees on DI; assessment of support mechanisms available to employees on DI; and the development of recommendations to improve the process and supports available;
 - iii) wherever feasible and taking into account the impact of increased costs, discuss improvements in the benefit plans.
 - iv) discuss sustainability of current arrangements governing post-retirement benefits.
- b) The Committee will meet within eighteen (18) months of the signing of this collective agreement. The Employer will pay all costs related to the participation of one (1) Union representative of the Union's choosing on the Committee. In addition, Union representatives shall suffer no loss of pay as a result of their participation on this Committee.

Proposed language

- a) Pursuant to Article 27.08, the parties agree to establish a Joint Benefits Committee consisting of two (2) Union members and two (2) Employer representatives. **Where a Union-Management Benefits Committee is struck for all staff unions, it will be deemed to meet the requirements of this MOA so long as the other requirements listed below are met.** The committee will meet to implement the following mandate:
- i) review the benefit plans with a view to making recommendations **of areas for enhancement to the benefits plans, while understanding the employer's constraints on total plan cost increase** ~~to their principals on cost containment.~~ Plans for review should include, but not be limited to, the following:
 - a. Dental Plan
 - b. Vision Plan
 - c. Extended Health Care Plan
 - d. Disability Insurance
 - e. Accidental Death and Dismemberment
 - f. Life Insurance
 - ~~ii) review the disability insurance process in order to examine problems experienced by employees on DI; assessment of support mechanisms available to employees on DI; and the development of recommendations to improve the process and supports available;~~
 - ~~iii) wherever feasible and taking into account the impact of increased costs, discuss improvements in the benefit plans.~~
 - ~~iv) discuss sustainability of current arrangements governing post-retirement benefits.~~
- b) The Committee will meet within eighteen (18) months of the signing of this collective agreement. The Employer will pay all costs related to the participation of one (1) Union representative of the Union's choosing on the Committee. In addition, Union representatives shall suffer no loss of pay as a result of their participation on this Committee.

MEMORANDUM OF AGREEMENT #9
Work of National Regional Education Staff

Current

The Employer and the Union will meet within ninety (90) days of the signing of the agreement to establish, in collaboration with CULE, a plan for PSAC regional and national education officers to work with their coordinators and director to strategically integrate co-facilitation of a “basic” education course into their work plan.

The Employer agrees to hold meaningful consultation with all affected education staff in the Unifor Local 2025 bargaining unit before changing employer policies or practices related to the education work of the union.

Proposed

The Employer and the Union will meet within ~~ninety (90) days of the signing of the agreement~~ **the life of the collective agreement** to establish, in collaboration with CULE, a plan for PSAC regional and national education officers to work with their coordinators and director to strategically integrate co-facilitation of a “basic” education course into their work plan.

The Employer agrees to hold meaningful consultation with all affected education staff in the Unifor Local 2025 bargaining unit before changing employer policies or practices related to the education work of the union.

MEMORANDUM OF AGREEMENT #19 RETIREE BENEFITS

Current language

The Union and the Employer will review the current benefits plan to identify various options to implement an improved and sustainable retiree benefits plan by April 30, 2022. Options will include but are not limited to increasing current provisions and removing or reducing current age restrictions.

RESERVE

NEW MEMORANDUM OF AGREEMENT #XX
UPDATE OF THE CURRENT CLASSIFICATION SYSTEM

Proposed Language - NEW

- 1. The parties agree to update the current “Deloitte & Touche” Classification System. The current system consists of a questionnaire, evaluation factors (set out in article 23.02) and the level structure/point ratings set out in Appendix B. The Employer agrees to engage a consultant with expertise in classification and job evaluation functions to make recommendations. The Employer shall make every reasonable effort to engage said consultant within six (6) months of signing the new collective agreements for all staff unions.**
- 2. At the completion of the review and update of the classification system, the Employer will evaluate all positions within the bargaining unit based on the revised plan/system.**
- 3. Once #2 above and #7 below have been completed, disagreements with respect to the evaluation of positions shall be addressed in conformity with article 25 (grievance procedure).**
- 4 The Parties agree to strike a joint committee, including representatives from the Employer and the Union. Considering that the current PSAC classification system applies to all bargaining units, it is understood that the joint committee will also include representatives from other PSAC staff unions.**
- 5. The Employer agrees to consult with the union throughout all phases of the project, including the review, update and evaluation processes. More specifically, the Employer agrees to consult with the union on the following matters:**
 - (a) the scope of work to update the current plan;**
 - (b) the updated plan;**
 - (c) the questionnaire (or a revised mechanism);and**
 - (e) the consultant’s recommendations.**
- 6. The Employer shall:**
 - (a) keep the Union and its members informed on the progress of the work undertaken;**
 - (b) select a consultant with demonstrated expertise in matters of classification and job evaluation;**

- (c) ensure that any update of the classification system is compliant with applicable human rights legislation and sound job evaluation practices;
 - (d) evaluate all jobs in a manner which is free of gender bias;
 - (e) provide employees, in writing, the results of the evaluation of their position under the updated plan, including ratings (if applicable) and overall job rating;
 - (f) provide the union with a copy of all evaluation results.
7. The effective date for the implementation of all pay actions required as a result of the Employer's evaluation of positions consistent with #2 above shall be communicated to the Union following the completion of the evaluation. This shall also be the date of implementation of any changes to the Job Evaluation Plan.
8. For those employees whose positions have been reclassified downwards as a result of the evaluation of positions using the revised classification system, they will be red-circled while they occupy that position.
9. All time limits referenced herein may be extended by mutual agreement.