

AGREEMENT BETWEEN

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



AND

UNIFOR AND ITS LOCAL 2025



**EXPIRY DATE
APRIL 30, 2022**

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ARTICLE 1

PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the PSAC, the employees and the Union, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.
- 1.02 The parties to this Agreement share a desire to improve the quality of service to the members of the Public Service Alliance of Canada and to promote the well-being and increased efficiency of its employees to the end that the membership of the Public Service Alliance of Canada will be efficiently served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the Public Service Alliance of Canada in which members of the bargaining unit are employed.

ARTICLE 2

DEFINITIONS

- 2.01 For the purpose of this Agreement:
- a) “bargaining unit” means the employees of the Employer in the groups described in Article 5 (Recognition);
 - b) a “common-law spouse” relationship exists when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be their spouse, and continues to live with that person as if that person were their spouse regardless of sex;

- c) “compensatory leave” means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave or when compensatory leave is paid in cash shall be based on the employee’s hourly rate of pay received on the day immediately prior to the day on which leave is taken;
- d) “continuous employment” means an unbroken period of employment with the PSAC and its Components and its predecessor organizations and for greater certainty employment should not be considered to be broken by authorized periods of leave, with or without pay, except as specified in clauses 17.10, 17.13 and 17.14 or by any period of less than three (3) months between two separate periods of employment with the PSAC, its Components or its predecessor organizations. (This definition in no way implies any entitlement to pay or other compensation from the PSAC during the hiatus between two separate periods of employment);
- e) “daily rate of pay” means an employee’s weekly rate of pay divided by five (5);
- f) “day of rest” means Saturday and/or Sunday;
- g) “dependent child” means an employee’s or spouse’s biological, legally adopted, adopted under Indigenous customs or stepchild who is unmarried, unemployed, dependent and under the age of 21 if not in full time attendance at an educational institution, otherwise under the age of 25 or no age limit if the dependent child has a permanent disability. The definition of spouse and child will be applied to all relevant contract clauses, welfare plans and benefits, except pension plan where dependent child is defined by law;

- h) “employee” means a person who is a member of the bargaining unit including term and part-time employees;
- i) “Employer” means the Public Service Alliance of Canada as represented by the Alliance Executive Committee and includes any person authorized to exercise the authority of the Alliance Executive Committee;
- j) “holiday” means a day designated as a paid holiday in this agreement;
- k) “hourly rate of pay” means an employee’s weekly rate of pay divided by thirty-five (35);
- l) “job-share” means a situation where one position is divided equally between two employees;
- m) “leave” means authorized absence from duty by an employee during the employee’s scheduled regular hours of work;
- n) “membership dues” means the dues established by Unifor and its Local 2025 as the dues payable by its members as a consequence of their membership in the Union and shall not include any initiation fee, insurance premium or special levy;
- o) “part-time employee” means a person employed by the PSAC who is required to work less than 35 hours per week and works at least 17.5 hours per week;
- p) “promotion” means an appointment to a position where the maximum rate of pay exceeds the maximum rate of pay applicable to the position held by the employee immediately prior to the appointment by an amount equal to at least the lowest annual increment applicable to the position to which the employee is appointed;

- q) “secondment” means the authorized temporary assignment with pay of an employee to a position with an organization other than the Employer for the purpose of performing duties for said organization. No employee shall be subject to secondment without their consent;
- r) “seniority” means the length of employment with the Employer in a bargaining unit position. Unless otherwise specified in the Collective Agreement, seniority shall accrue:
 - i) During all periods of leave with pay;
 - ii) During all periods of leave without pay for the first six (6) months of said leave;
 - iii) During all excluded acting or indeterminate positions for the first twelve (12) months only, at which time seniority shall cease to accrue until the member returns to the bargaining unit.
- s) “spouse” means a person to whom an employee is legally married, or a person with whom an employee has cohabited for a continuous period of at least one (1) year and who has been identified to the Employer as the employee’s spouse regardless of sex;
- t) “term employee” means a person who is employed by the PSAC for a specified period of time to perform duties either on a full-time or part-time basis but who ceases to be employed by the PSAC when the specified period of time is terminated unless the specified period of time is extended by another specified period of time or terminated prior to the specified period;
- u) “transfer” means an appointment to a position which does not constitute a promotion;
- v) “Union” means Unifor, and its Local 2025;

- w) “weekly rate of pay” means an employee’s annual rate of pay divided by 52.17.
- x) “remote work” is a flexible arrangement using information technology to enable work outside of a traditional office that can occur in a variety of places, on either a part-time or full-time basis.

ARTICLE 3

APPLICATION

- 3.01 The provisions of this Agreement apply to Unifor, Local 2025, employees and the Employer.
- 3.02 Both the English and French texts of this Agreement are official.

ARTICLE 4

MANAGEMENT RIGHTS

- 4.01 All the functions, rights, powers and authority which the Employer has not abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.
- 4.02 The rights set forth in this article and those otherwise retained by management shall be exercised in conformity with the provisions of this agreement in a manner which is not arbitrary, discriminatory or in bad faith.
- 4.03 The authority of the Employer is solely vested in the Alliance Executive Committee and to those persons to whom they delegate authority. This includes decisions concerning the working conditions of staff and/or the operation of PSAC Branches.

ARTICLE 5

RECOGNITION

- 5.01 The Employer recognizes Unifor as the exclusive bargaining agent for all employees of the employer employed in an officer capacity in Ottawa, save and except employees of the Public Service Alliance of Canada covered under a subsisting collective agreement in another bargaining unit, elected officers of the Public Service Alliance of Canada, and persons exercising managerial functions or employed in a confidential capacity in matters relating to labour relations. The following field positions are recognized as part of this same bargaining unit: Negotiator, Regional Education Officer, Grievance and Adjudication Officer, Legal Officer, Research Officer, save and except employees of the Public Service Alliance of Canada covered under a subsisting collective agreement in another bargaining unit in Quebec and the North.

ARTICLE 6

APPOINTMENT OF REPRESENTATIVES

- 6.01 The Employer acknowledges the right of the Union to appoint employees as Representatives of the Union.
- 6.02 The Union agrees to limit the appointment of Representatives to a reasonable number.
- 6.03 The Union shall notify the Employer, in writing, of the names of the Representatives.
- 6.04 The representative shall obtain the permission of their immediate supervisor, when available, before leaving their work to investigate with fellow employees, complaints of an urgent nature, to meet with management for the purpose of dealing with grievances, to attend consultation meetings and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative

shall report back to their immediate supervisor before resuming their normal duties.

- 6.05 a) The Employer agrees to recognize a Committee of two (2) employees of the Bargaining Unit, selected by the Union as the Union's Bargaining Committee. Said employees shall be granted leave with pay to attend any meetings with the Employer in connection with negotiations, including time to travel to and from said meetings, but not including Conciliation or Mediation meetings. The Employer agrees to recognize an external chairperson at no cost to the Employer.
- b) In the event that either party wishes to convene a meeting for the purpose of negotiations, said meeting shall be held at a time and place mutually agreed upon by both parties.
- 6.06 A representative shall be granted time off with pay during the grievance process including arbitration in order to represent any member of Unifor 2025 bargaining unit employed by the PSAC. Such time off shall be reported on an appropriate leave form.
- 6.07 The Union shall have the right to appoint a representative representing the bargaining unit to any joint committee. The number of union representatives may be increased upon mutual agreement.
- 6.08 The Employer agrees to provide a Unifor 2025 representative and a new employee up to one (1) hour paid leave to acquaint newly hired employees, at the time of orientation, with the fact that a collective bargaining relationship exists between the Union and the Employer.
- 6.09 An employee who is elected to a full-time position with the Union shall be granted leave of absence without pay for a period of two (2) years subject to renewal on application to the Employer for further successive periods of two (2) years each.

6.10 In addition to any other paid leave for Union representatives in this Article, the Employer will provide ten (10) days leave with pay per year for the President, Vice-President and Chief Shop Steward to enable them to carry out their duties. The Union will notify the Employer of the executive officers, upon their election. The affected employees and their immediate supervisor will engage in a meaningful discussion in order to develop a plan for workload management during their term of office.

ARTICLE 7

UNION SECURITY

- 7.01 All employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union in good standing. The Employer agrees to deduct half of the monthly dues, as certified by the Treasurer of the Union, from each of two bi-weekly salary cheques each month for each employee in the bargaining unit and forward same to the Treasurer of the Union, together with a list of employees and the amount from whom deductions were made.
- 7.02 The Employer shall ensure that T4s issued to employees in the bargaining unit show the amount deducted for union dues and remitted to the Union.
- 7.03 The Employer and the Union agree that work normally performed by members of the bargaining unit will not be assigned to resources outside the bargaining unit. This does not restrict the employer from using outside resources to perform work for the employer when there is a demonstrated or unforeseeable need or where there is a short term non-recurring work requirement that cannot be met by existing staff.

ARTICLE 8

RETENTION OF RIGHTS AND PRIVILEGES

- 8.01 Should the Employer merge, amalgamate or combine any of its operations or functions with another organization during the term of this Agreement, the Employer, through whatever merger agreement involved, agrees that all benefits and conditions of employment held by the employees shall be integrated and shall not be adversely affected.
- 8.02 Should the Union change its name, affiliate or merge with any other Union, or group of unions, the resulting entity shall retain all the privileges and rights of the former Union and the existing Collective Agreement shall remain in force for the term of the Collective Agreement.
- 8.03 All benefits which employees now enjoy or receive shall continue and may be modified by mutual agreement between the Employer and the Union.

ARTICLE 9

INFORMATION TO THE UNION

- 9.01 The Employer will forward to the Local President and the Secretary of the Union within fifteen (15) days of hiring, the name, address and telephone number of all newly-hired employees who will be included in the bargaining unit. The Employer further agrees to inform the Union of the name of any employee in the bargaining unit leaving the employ of the Employer.
- 9.02 An up-to-date seniority list shall be sent to the Secretary of the Union and all employees covered by the Collective Agreement no later than June 30th of each year and at the same time as

employees are provided with the information outlined in Clause 10.02 of this Agreement.

9.03 The Employer will also provide the Secretary of the Union with a copy of the Staffing Report at least once a month. The Staffing Report will include each employee's name, address, email address, cell or home phone number, status of employment (e.g. permanent, term), substantive position title, salary band level, date of hire, activity status (e.g. on leave without pay), term or acting position, start and end of temporary assignment date when applicable.

9.04 a) The Employer shall provide the Secretary of the Union with eight (8) bilingual copies of this Collective Agreement within two (2) weeks of receipt of this Collective Agreement from the printer and provide the Union with an electronic version of the said Collective Agreement.

b) The parties agree to take all steps necessary to ensure that the collective agreement is printed and available for distribution to employees within 120 days of ratification.

9.05 Reasonable space on bulletin boards will be made available to the Union for the posting of official union notices in convenient locations as determined by the Employer. Notices or other material shall require the prior approval of the Employer, except notices of meetings of their members and elections, the names of Union representatives, and social and recreational events.

ARTICLE 10

INFORMATION TO EMPLOYEES

10.01 There shall be only one (1) employee personnel file per employee to be held in the Human Resources Section. Upon request by an employee to the Human Resources Section, the Employer shall allow the employee to view their personnel file and provide them with a copy of any document on the file requested by the employee. For employees outside of the

National Capital Region, the Employer shall present a copy of the file as certified by a Human Resources employee and a Unifor 2025 representative, if requested, in a secure and confidential manner.

- 10.02 The Employer will provide annually, no later than June 30th, each employee with a statement of the employee's leave credits and contribution to PSAC Pension Plan. Effective 2003, the Employer will annually provide each employee with a statement of their leave credits no later than March 31st.
- 10.03 The Employer shall provide each employee in the bargaining unit with a signed copy of this Collective Agreement within two weeks of receipt of this Collective Agreement from the printer. This collective agreement will be printed in 14-point Arial.
- 10.04 The Employer shall provide to each new employee, at the time of hire, a copy of this collective agreement, the Union website address and the Internal Training Plan and guide in effect at the time.
- 10.05 The collective agreement shall be provided to employees in an alternative format of choice in compliance with Article 11.

ARTICLE 11

NO DISCRIMINATION AND HARASSMENT

No Discrimination Based on Human Rights Grounds

- 11.01 The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee (in matters including but not limited to: hiring, salary rates, training, promotion, transfer, discipline, discharge), by reason of age, race, creed, colour, national or ethnic origin, language, political or religious affiliation, disability, sex, family or marital status, sexual orientation, criminal record,

gender identity, gender expression, genetic characteristic, or by reason of their membership or activity in the Union.

- 11.02 a) The parties recognize the Employer has a duty to design and maintain an inclusive workplace that builds concepts of equity, as outlined in the grounds for discrimination listed in Article 11.01, into all workplace standards, policies and practices.

The Employer has a duty to accommodate employees who fall within the grounds enumerated in Article 11.01. Where a barrier is identified, the Employer shall make every effort to remove this barrier up to the point of undue hardship. For the purposes of this article, undue hardship shall be assessed on the following considerations:

- i) Cost – Costs will amount to undue hardship if they are: Quantifiable; shown to be related to the removal of barriers and so substantial that they would alter the essential nature of the PSAC, or so significant that they would substantially affect its viability.
- ii) Health and Safety – health and safety risks will amount to undue hardship if the degree of risk that remains after a barrier has been removed outweighs the benefits of enhancing equality to persons in the workplace.
- iii) Outside Resources/Funding – before claiming undue hardship the PSAC must make use of any available outside sources of funding which may help alleviate costs associated with the removal of barriers.

No Harassment Based on Human Rights Grounds

11.03 The Employer and the Union commit to the principles of equity, all forms of anti-racism, and anti-oppression, and jointly striving to ensure a workplace free from discrimination and harassment.

The Employer will work with the Union to fulfill these commitments.

Systemic Discrimination

11.04 The Parties are committed to the identification and elimination of systemic discrimination in the workplace. Systemic discrimination occurs when structural barriers, policies or practices, or widespread stereotypes and assumptions bar certain groups of people from full participation in activities covered by the Relevant Provincial or Territorial Human Rights Code.

11.05 Harassment on any of the grounds set out in Article 11.01 constitutes prohibited discrimination. Such harassment means any unwelcome conduct directed at and offensive to another person or persons in the workplace, and that the individual knew or ought reasonably to have known would cause offence or harm. It comprises any act, comment or display that demeans, belittles or causes personal humiliation or embarrassment, and includes intimidation and threats. Such harassment generally takes the form of repeated incidents, but an isolated incident can also constitute harassment. Harassment also includes a poisoned work environment.

No Psychological Harassment or bullying

11.06 Psychological harassment or bullying is:

- a) repeated conduct which is hostile or unwanted, and includes verbal comments, actions or gestures, that affect an employee's dignity, psychological or physical integrity or well-being, that results in a harmful work environment for the employee, or that creates a risk to or constitutes a threat to the health or safety of the employee. A single serious incident of such behavior may also constitute psychological harassment; or

- b) engaging in a course of vexatious comment or conduct in the workplace that is known or ought reasonably to be known to be unwelcome.

11.07 For the purpose of Article 11, harassment includes, but is not limited to, any harassment which may be experienced at meetings, seminars, courses, conferences, conventions, etc., held during or outside of an employee's normal work hours.

11.08 A reasonable action taken by a manager or supervisor for the management and direction of employees or the workplace is not workplace harassment. Such action must be conducted in good faith and administered in a manner reasonably connected to the legitimate exercise of management responsibilities.

Employer's Responsibilities

- 11.09
- a) The Employer and the Union recognize that all employees are entitled to work in an environment of dignity and respect. It is the responsibility of the employer to ensure that this respectful environment is maintained.
 - b) The Employer will take appropriate measures to prevent harassment and discrimination. All PSAC employees will receive ongoing training related to discrimination and harassment.
 - c) The Employer and the Union recognize that the employer has a duty to investigate circumstances where it has reasonable grounds to believe that harassment and/or discrimination may have occurred.
 - d) The Employer and the Union recognize that the Employer has an obligation to maintain a discrimination and harassment free work environment and to ensure the timely and effective resolution of incidents of discrimination and/or harassment.

Employee's and Union's Responsibilities

- 11.10
- a) The Employer and the Union recognize that employees share a responsibility to ensure that their work environment is free from discrimination and harassment. Employees must not engage in any behaviour that is considered discrimination or harassment.
 - b) It is the responsibility of every employee to co-operate in any attempts to resolve a discrimination and/or harassment grievance.
 - c) The Employer and the Union recognize that the Union has a shared responsibility to create and maintain a discrimination and harassment-free work environment and participate in the resolution of incidents of discrimination and harassment.

Harassment and Discrimination Grievance Procedure

- 11.11
- a) Prior to filing a grievance, an employee who experiences alleged harassment and/or discrimination may contact their Coordinator or Director or the Director of Human Resources and Information Management Branch to ask them to participate in a problem-solving initiative. In such cases, the management representative will discuss the incident with the employee and may offer to assist them. Such assistance could include initiating an informal resolution process or using a restorative justice model, if it is appropriate under the circumstances and the parties agree. In doing so, the management representative is encouraged to make reference to this clause and shall advise the employee of their right to contact their union representative regarding the issue and request the union's participation in helping resolve the issue at this stage.
 - b) Any efforts to resolve an issue informally do not extend the timeline for filing a grievance, unless otherwise agreed by the parties.

- 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.

11.13 A grievor may submit a grievance concerning this article to any level of the grievance process.

11.14 The parties may engage in an alternate dispute resolution process at any time by mutual agreement.

11.15 Any time limits in this article may be extended by mutual agreement between the employer and the Union representative.

11.16 The investigator shall:

- a) Provide all participants in the investigation with a copy of the terms of reference for the investigation; and
- b) Investigate the alleged harassment and/or discrimination, prepare a report detailing findings of fact and their findings as to whether the allegation(s) are founded in whole or in part.

11.17 The Employer may take interim measures during an investigation process, including but not limited to temporary relocation and restructuring of supervisory relationships, where warranted. The grievor may request any such measures at any time. Every effort will be made to keep the grievor in the workplace. Where the grievor cannot be maintained in the workplace or given alternate work assignments, the grievor will be provided leave with pay pending the outcome of the investigation.

- 11.18 a) The Employer shall grant time off with pay to the grievor, the grievor's representative and any employee of the PSAC called as a witness in connection with an investigation, where such a meeting is deemed necessary by the investigator or where such a meeting is convened by the Employer. Such meetings should normally be held during the employee's normal working hours. Where this is not possible, the employee will be granted equivalent time off with pay. In either case, such time will be recorded on an appropriate leave form.
- b) Unifor members, including witnesses, may be accompanied by a person of their choice to be present during the investigation process. If this person is an employee of the PSAC, the Employer shall grant leave with pay, however the participation of this person will not otherwise represent any cost to the employer and does not affect any rights to Unifor representation.

11.19 The grievance process will be handled with all possible confidentiality. The Employer will not disclose the name of a grievor or alleged person responsible for the harassment and/or discrimination or the circumstances related to the grievance to any person, except to the bargaining agent and where disclosure is necessary for the purposes of investigating a grievance, taking corrective action with respect to an incident of harassment and/or discrimination, or where required by law.

11.20 There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone for pursuing rights under this article, or for participating in proceedings under this article. A complaint that is unfounded does not necessarily constitute a complaint filed in bad faith. However, complaints found after an investigation to be filed in bad faith (i.e. found to be arbitrary or malicious) may constitute harassment and may lead to disciplinary action.

- 11.21 The employer will take corrective action respecting any person under its direction who subjects one of its employees to harassment and/or discrimination. Such corrective action may include the imposition of disciplinary action.
- 11.22 Managers and AEC members must declare any potential conflict of interest in relation to an alleged case of discrimination or harassment when they are, or may be perceived to be or directly involved with an alleged violation.
- Managers and AEC members must also declare any potential or perceived conflict of interest because of their personal relationship with one of the parties or reasonable apprehension of bias.
- In such cases, the next level of management not involved in the complaint must assume responsibilities associated with a resolution.
- 11.23 The provisions of this article are neither intended to discourage nor prevent employees from exercising any other legal rights under tribunals of competent jurisdiction, including the right to file a human rights complaint/application under the applicable human rights legislation.
- 11.24 Pursuant to the applicable Occupational Health and Safety legislation, employees may request the assistance of an Occupational Health and Safety Officer to resolve an incident of harassment in jurisdictions where this option is available.
- 11.25 Unless specifically varied by this article, Article 25 applies to all grievances concerning a violation of Article 11.

ARTICLE 12

RESTRICTION ON OUTSIDE EMPLOYMENT

- 12.01 An employee shall not be restricted in engaging in other employment or activities outside the hours the employee is required to work for the Employer unless the Employer specifically states that, in its opinion, such outside employment or activities involves a conflict of interest.
- 12.02 An employee shall not engage in outside employment or activities if the hours or responsibilities involved are likely to impair the employee's ability to perform her/his PSAC duties in an efficient and satisfactory manner.
- 12.03 It is the responsibility of each employee to advise the Employer of any outside employment and/or activity which may be considered a conflict as envisaged in Article 12.01 and/or 12.02. Upon receiving such notice, the Employer shall within twenty (20) working days advise the employee if, in its opinion, such activity involves a conflict of interest.

ARTICLE 13

HOURS OF WORK

- 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.

- 13.02 a) Notwithstanding article 13.01, the Employer may establish regular late hour shifts that end between 6:00 p.m. and 8:00 p.m., subject to operational requirements, in order to ensure that there is service to all parts of the country.

- b) Employees may volunteer to work these late hour shifts, but in any area where a need to establish these late hour shifts is identified and there are no volunteers, vacant or newly created positions in the area will be posted with the new late hour shifts.
- c) The Employer will provide forty-five (45) days' notice to the Union of the need to establish regular late hour shifts in an identified work area, and the parties agree to meaningful consultation on the establishment of these shifts.
- d) An employee who completes their workday in accordance with the provisions of paragraph 13.02 (a) shall receive a late hour premium of seven dollars (\$7.00) per hour for the hours scheduled after 6:00 p.m. The late hour premium shall not apply to overtime hours.

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.

Rest Periods

- 13.04 The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day.
- 13.05 All employees shall receive an allowance per PSAC reimbursement rates for expenses and meals when required to work out of the office, when not in travel status.

ARTICLE 14

OVERTIME

- 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.

- 14.06
- a) Overtime shall be compensated in cash except where, upon request of an employee overtime may be compensated in equivalent leave with pay at times convenient to both the employee and the Employer.
- b) Application for compensatory leave shall normally be made at least forty-eight (48) hours in advance of the commencement of such leave. The Employer may grant compensatory leave on shorter notice than that herein provided.

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.

- 14.08 If an employee becomes ill or becomes entitled to special leave during any period of compensatory leave, the period of leave so displaced shall be added to their period of leave or reinstated for use at a later date, provided any sick leave claim is supported by a certificate signed by a qualified medical practitioner.
- 14.09 Employees shall record starting and finishing times of overtime work in a form determined by the Employer.
- 14.10
- a) An employee who is authorized to work three (3) or more hours following their scheduled hours of work, shall be reimbursed their expenses for one (1) meal at the amount specified in the PSAC Travel Policy except that such expenses shall not be reimbursed if a free meal is provided. Reasonable time to be determined by the Employer shall be allowed an employee in order that they may take a meal break.
 - b) An employee who is authorized to work overtime on a day of rest or on a designated paid holiday, and such overtime work includes a meal period, shall be reimbursed expenses for meals at the amount specified in the PSAC Travel Policy, except that such expenses shall not be reimbursed if free meals are provided. An employee shall be reimbursed their meal expenses only when they return to work and works at least two (2) hours after a meal break.
- 14.11 The Employer will provide family care payments for employees where such payments are required to help overcome barriers in work situations which go beyond the regular routine such as campaigns requiring substantial evening work.
- 14.12 When an employee is required to work overtime on a day of rest and is required to use transportation other than that provided by normal public transportation services, they shall be paid:

- a) mileage allowance as per the PSAC Travel Policy, and receipted parking expenses, when authorized by the Employer to use their automobile when the employee travels by means of their own automobile, or
- b) out-of-pocket expenses for other means of commercial transportation provided that the employee submits a receipt for reimbursement.

Time spent by the employee reporting to work or returning to their residence shall not constitute time worked.

- 14.13
- a) Employees who, at the request of the Employer, spend 35 nights per year away from their headquarters area shall be credited with fourteen (14) hours of compensatory leave.
 - b) Employees who, at the request of the Employer, spend an additional seven (7) (or multiple of seven) nights per year away from their headquarters area, shall be credited with three point five (3.5) hours of compensatory leave for each seven-night period.
 - c) All such compensatory leave credits must be taken in leave and must be liquidated by December 31st in the year following that in which they were earned.

14.14 Authorized overtime worked beyond an employee's regular daily hours of work, which is not eligible for compensation under another provision of this collective agreement, shall be banked at the straight time rate. An employee may book paid leave from this bank of time up to a maximum of forty-nine (49) hours per calendar year. This bank of leave is not subject to carry over or to being cashed out.

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 15

VACATION LEAVE

- 15.01 For each calendar month in which an employee earns at least ten (10) days' pay, they shall earn vacation leave credits at the rate of:
- a) 8.75 hours if they have completed less than two (2) years of continuous employment;
 - b) 11.67 hours if they have completed two (2) years of continuous employment;
 - c) 12.83 hours if they have completed seven (7) years of continuous employment;
 - d) 14.58 hours if they have completed twelve (12) years of continuous employment;
 - e) 15.75 hours if they have completed seventeen (17) years of continuous employment;
 - f) 17.5 hours if they have completed twenty (20) years of continuous employment.
 - g) After having completed 22 years of continuous service, an employee shall be credited with 3.5 hours of vacation leave;
 - i) For each successive year of continuous service, an employee shall be entitled to a further 3.5 hours of vacation leave per completed year of service, to a maximum of thirty-five additional hours of vacation leave;
 - ii) the credit shall be added to the employee's vacation bank annually on the day the employee completes an additional year of service; and
 - iii) for part-time employees, long service vacation credits are subject to Article 37.08.

h) For the purpose of clause 15.01 only, all service with the Employer, whether continuous or discontinuous, shall count toward vacation leave, except where a person who, on leaving the employ of the Employer, takes or has taken severance pay.

15.02 An employee is entitled to vacation leave with pay to the extent of their earned credits but an employee who has completed six (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.

15.03 In the event of termination of employment for reasons other than death, the Employer shall recover from any monies owed the employee an amount not to exceed unearned vacation leave taken by the employee, calculated on the basis of the rate of pay received by the employee on the date of termination.

15.04 If an employee dies or otherwise ceases to be employed they or their estate shall, in lieu of earned vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of their employment.

15.05 If an employee becomes ill or becomes entitled to special leave during any period of vacation leave, the period of leave so displaced shall be added to their period of leave or reinstated for use at a later date, provided any sick leave claim is supported by a certificate signed by a qualified medical practitioner.

15.06 When the Employer cancels a period of approved vacation leave, the Employer shall reimburse the employee for all cancellation fees and non-refundable expenses incurred by the employee.

- 15.07 Where, during any period of vacation leave with pay, an employee is recalled to duty, they shall be reimbursed for actual expenses, approved by the Employer, that they incur:
- a) in proceeding to their place of duty;
 - and
 - b) in returning to the place from which they are recalled if they immediately resume vacation upon completing the assignment for which they were recalled, after submitting such accounts as are normally required the Employer.
- 15.08 The employee shall not be considered as being on vacation leave during any period in respect of which they are entitled under clause 15.07 to be reimbursed for expenses incurred by them.

Granting of vacation leave

- 15.09 Applications for vacation leave shall normally be made at least 48 hours in advance of the commencement of such leave. The Employer may grant vacation leave on shorter notice than that herein provided. Such requests shall not be unreasonably denied.
- 15.10 In cases of conflicting requests by two or more PSAC employees, length of continuous employment shall be the governing factor, except that the Employer shall not be expected or compelled to cancel leave previously granted to a lesser service employee.
- 15.11 The Employer shall authorize the carry-over of vacation leave not exceeding two years' entitlement.

15.12 In granting vacation leave with pay to an employee, the Employer shall:

a) subject to operational requirements, make every reasonable effort to schedule the employee's vacation leave at times specified by the employee;

and

b) not require an employee to take their earned vacation leave at times not specified by them provided that the employee has not accumulated more than their current annual entitlement plus a year's carry-over;

c) approval of leave in a timely fashion and no later than one month prior to the commencement of the leave if applicable.

15.13 An employee who has accumulated more vacation leave than that provided in sub-clause 15.12 b) above may be instructed by the Employer after October 1st to liquidate their excess leave credits prior to the end of the vacation year or at times mutually agreed upon by the employee and the Employer. If the employee fails to identify a period of vacation leave when requested to do so by the Employer, the Employer may unilaterally schedule the employee's vacation leave for a period equivalent to the excess amount of vacation leave credits.

ARTICLE 16

SICK LEAVE WITH PAY

16.01 An employee shall earn sick leave credits at the rate of 8.75 hours for each calendar month for which they receive pay for at least ten (10) days.

Granting of Sick Leave

- 16.02 An employee shall be granted sick leave with pay when they are unable to perform their duties because of illness or injury provided that:
- a) the employee satisfies the Employer of their condition by presenting a medical certificate or in such a manner and at such times as may be determined by the Employer, and
 - b) the employee has the necessary sick leave credits.
- 16.03 Unless otherwise informed in advance, a statement signed by the employee stating that because of illness or injury they were unable to perform their duties shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 16.02 a). In the event a medical certificate is requested by the Employer certifying that the employee was/is unable to perform the duties of the employee's position because of illness or injury the costs charged by the Doctor for the certificate will be reimbursed by the Employer.
- 16.04
- a) Unless otherwise instructed by the employee, the Employer shall pay the premiums of both the employee's and the Employer's share of all benefit premiums except the pension plan premiums for a period of up to one year, or a longer period as provided for under Article 16.08, for any employee who is on leave without pay (LWOP) because of illness. Such payment shall be repaid to the Employer by the employee after the employee is returned to work. Should the employee fail to return to work, the employee recognizes that the employee is indebted to the Employer for the amount paid as advanced payments of benefit premiums for the period in question.
 - b) Notwithstanding 16.04 a) and 16.08, the Employer shall pay the Employer's contributions of welfare and benefit plans, as defined in Article 27 of this agreement for an employee who is in receipt of Long Term Disability benefits.

- 16.05 An employee shall not be granted sick leave with pay during any period in which they are on leave of absence without pay or under suspension.
- 16.06 If an employee has insufficient credits to cover the granting of sick leave with pay under provisions of this article, additional sick leave with pay may be granted, at the discretion of the Employer, subject to recovery of the value of any such advanced sick leave from any benefits accrued or subsequently accruing to the employee.
- 16.07 When it has been established that the employee will be off work on Long Term Disability, the Employer may, at reasonable intervals, request that the employee notify the Employer of the expected date of return to work. The motivating factor is to plan how the workload is handled during the absence.
- 16.08
- a) Upon the exhaustion of their paid sick leave credits, an employee is entitled to leave without pay for the duration of their illness up to one (1) year and, thereafter, to additional leave without pay on a case by case basis as may be required by the duty to accommodate. Notwithstanding 42.01, an employee who is granted further leave without pay on account of illness in accordance with 16.08 a) shall have their job protected for such further period.
 - b) For a further two (2) years the employee shall retain the right to apply on internal competitions for any vacant position as if they were still an employee.

ARTICLE 17

SPECIAL LEAVE WITH OR WITHOUT PAY

17.01 General

- a) When an employee is on leave and receiving disability insurance, the Employer shall pay the Employer's portion of the pension funds premium as per the terms and conditions of the PSAC Pension Plan.
- b) For the purpose of this Article, the parties recognize the practice of custom adoption for Indigenous employees.

17.02 Bereavement Leave with Pay

For the purpose of this clause, the definition of immediate family will include the relatives of a common law spouse in the same manner as would be applied to the relatives of a spouse. For the purpose of this clause, immediate family is defined as father, mother, (or alternatively step-father, stepmother or foster parent), brother, sister, spouse, child, stepchild, child adopted through Indigenous custom adoption practices, or ward of the employee, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, employee's grandchild, and other relatives permanently residing in the employee's household or with whom the employee permanently resides, and also includes anyone for whom the employee holds a legally executed "Power of Attorney."

- a) When a member of an employee's immediate family dies, the employee shall be entitled to bereavement leave with pay for a period of five (5) days for purposes relating to the bereavement and may, in addition, be granted up to three (3) days' leave with pay for the purposes of travel related to the death.
- b) An employee is entitled to one (1) day's bereavement leave with pay for purposes relating to the death of the employee's brother-in-law, sister-in-law, aunt, uncle, niece,

nephew, or other relatives not defined by blood or legal bonds such as “chosen families” particular to non-dominant culture practices. One (1) day’s leave with pay will be granted for an Indigenous employee to attend a rite or ceremony related to the death of an Indigenous community member.

- c) An Indigenous employee is entitled to an additional one day (1) for ceremonial events related to the death of a family member, or Indigenous community member.
- d) If, during a period of compensatory leave, an employee is bereaved in circumstances under which they would have been eligible for bereavement leave with pay under paragraph a), b) or c) of this clause, they shall be granted bereavement leave with pay and their compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

17.03 Court Leave with Pay

Leave of absence with pay shall be given to an employee, other than an employee on leave of absence from the Employer without pay or under suspension, who is required:

- a) to be available for jury selection;
- b) to serve on a jury;
- c) by subpoena or summons to attend as a witness in any proceeding held:
 - i) in order or under the authority of a court of justice or before a grand jury;
 - ii) before a court, judge, justice, magistrate, or coroner;
 - iii) before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons,

otherwise than in the performance of the duties of the employee's position;

- iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
- v) before an arbitrator or umpire or a person or a body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

Family Leave

17.04 Maternity Leave

- a) An employee who becomes pregnant shall notify the Employer at least two (2) weeks prior to the date on which they plan to begin their maternity leave of their intention to do so. This written notice must include the date on which they intend to begin their maternity leave, and a letter from their doctor indicating the baby's due date.
- b)
 - i) Subject to sub-clause c) of this clause, an employee who becomes pregnant shall be granted twenty-eight (28) weeks of leave without pay. This leave may begin at any time within seventeen (17) weeks of the baby's due date and extends beyond the date of the baby's birth until the twenty-eight (28) weeks have expired.
 - ii) Notwithstanding sub-clause b) i):
 - 1. where the employee has not yet proceeded on maternity leave without pay and new newborn child is hospitalized, or
 - 2. where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which their newborn child is hospitalized, the period of maternity leave without pay

defined in sub-clause b) i) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of eighteen (18) weeks;

3. the extension described above shall end not later than fifty-two (52) weeks after the termination date of pregnancy.

- c) The Employer may:
- i) upon written request from the employee, defer commencement of maternity leave without pay of an employee or terminate it before the full twenty-eight (28) weeks have expired;
 - ii) grant maternity leave without pay to an employee to commence earlier than seventeen (17) weeks before the expected termination of their pregnancy;
 - iii) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.
- d) Leave granted under this clause shall be counted in the calculation of 'continuous employment' for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for seniority and pay increment purposes. During such leave, the Employer will continue to pay its applicable share of pension and benefit plans.
- e) i) An employee who provides the Employer with proof that they have applied for and are eligible to receive employment insurance benefits pursuant to applicable provisions of the Employment Insurance Act or Québec Parental Insurance Plan, shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan. While in receipt of this

allowance, the employee shall continue to accumulate annual leave and sick leave credits.

- ii) Employees shall have no vested right to payments under the plan, except to payments during a period of unemployment specified in the plan.
 - iii) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.
- f) An applicant under sub-clause e) of this clause shall sign an agreement with the Employer providing:
- i) that the employee will return to work and remain in the Employer's employ for a period equivalent to the number of weeks that they received the allowance specified in 17.04 (e) (i) up to a maximum of sixteen (16) weeks;
 - ii) that the employee will return to work on the date of the expiry of their maternity leave, unless this date is modified with the Employer's consent.
- g) i) Should the employee fail to return to work in accordance with the provisions of sub-clause f) i), or should they return to work but fail to work for the total period specified in provisions of sub-clause f) i), they will be indebted to the Employer for an amount determined as follows:

(Allowance received) X (remaining period to be worked following their return to work)

total period to be worked as specified in f) i)

- ii) the repayment provided for in 17.04 g) i) will not apply in situations of:
 - 1. death,
 - 2. lay off,
 - 3. early termination due to lack of work or discontinuance of function of a specified period of employment that would have been sufficient to meet the obligation specified under sub-clause f) i),
 - 4. the end of a specified period of employment, if the employee is rehired by the Employer within six (6) months following the end of the obligations specified in sub-clause f) i), or
 - 5. has become disabled.

17.05 Parental Leave

- a) An employee shall receive twenty-one (21) hours of leave with pay for needs related to the birth or adoption of the employee's child. A pregnant employee shall be entitled to this twenty-one (21) hours of leave immediately prior to the commencement of maternity leave.
- b)
 - i) An employee requiring leave for reasons pertaining to the birth or adoption of a child joining their immediate family shall be granted up to sixty-one (61) weeks of leave without pay if the employee also took a period of maternity leave. If the employee did not take any maternity leave, the employee shall be entitled to sixty-three (63) weeks of leave without pay (standard period).

or

ii) A single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended period, in relation to the Employment Insurance parental benefits).

Notwithstanding 17.05 (b)(i) or (ii), the employee shall, upon request, be granted shared parental leave without pay or paternity leave without pay for either:

1) A single period of up to five (5) consecutive weeks in the fifty-seven (57) week period (standard period),

or

2) A single period of up to eight (8) consecutive weeks in the eighty-six (86) week period (extended period, in relation to the Employment Insurance parental benefits), beginning on the day on which the child is born or the day on which the child comes into the employee's care.

c) A notice that leave will be requested under this clause shall be made at least two (2) weeks prior to the expected date of commencement of that leave. The employee shall make every effort to keep the Employer informed of leave requirements. Notice of the leave requirement may be waived by the Employer.

d) The employer may:

i) defer the commencement of parental leave without pay at the request of the employee;

ii) require an employee to submit a birth certificate for the child or evidence of adoption.

- e) Parental leave without pay utilized by an employee-couple in conjunction with the birth or adoption of a child shall not exceed a total of seventy-two (72) weeks for both employees combined.
- f) Leave granted under this clause shall be counted in the calculation of 'continuous employment' for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for seniority and pay increment purposes. During such leave the Employer will continue to pay its applicable share of pension and benefit plans.
- g)
 - i) An employee who provides the Employer with proof that they have applied for and are eligible to receive employment insurance benefits pursuant to applicable provisions of the Employment Insurance Act or Québec Parental Insurance Plan, shall be paid a parental leave allowance in accordance with the Supplementary Employment Benefit Plan. While in receipt of this allowance the employee shall continue to accumulate annual leave and sick leave credits.
 - ii) Employees shall have no vested right to payments under the plan, except to payments during a period of unemployment specified in the plan.
 - iii) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.
- h) An applicant under the sub-clause g) shall sign an agreement with the Employer providing:
 - i) that the applicant will return to work and remain in the Employer's employ for a period of six (6) months;

- ii) that the applicant will return to work on the date of the expiry of the parental leave, unless this date is modified with the Employer's consent.
- i) i) Should the employee fail to return to work in accordance with the provisions of sub-clause h), or should they return to work but fail to work for the total period specified in provisions of sub-clause h), they will be indebted to the Employer for an amount determined as follows:

(Allowance received) X (remaining period to be worked following their return to work)

total period to be worked as specified in h)

the repayment provided for in 17.05 i) i) will not apply in situations of:

1. death,
2. lay off,
3. early termination due to lack of work or discontinuance of function of a specified period of employment that would have been sufficient to meet the obligation specified under sub-clause h),
4. the end of a specified period of employment, if the employee is rehired by the Employer within six (6) months following the end of the obligations specified in sub-clause h), or
5. has become disabled.

- j) Notwithstanding sub-clause 17.05 b):
 - i) where the employee's child is hospitalized, and the employee has not yet proceeded on parental leave without pay, or
 - ii) where the employee's child is hospitalized, and the employee is on parental leave without pay.

The period of parental leave without pay in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave.

The extended period shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

*Maternity Leave and Parental Leave
Supplementary Employment Benefits*

- 17.06 In respect of the period of maternity leave, payments made according to the Supplementary Employment Benefit Plan will consist of the following:
- a) an allowance of ninety-three percent (93%) of the employee's weekly rate of pay for each week of the two-week waiting period less any other monies earned during this period; and/or
 - b) for each week that the employee receives a maternity benefit under the Employment Insurance Act or Québec Parental Insurance plan, the difference between the gross weekly amount of the Employment Insurance or the Québec Parental Insurance plan maternity benefit the employee is 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 the maternity benefits to which they would have been

eligible if no extra monies had been earned during this period.

17.07 In respect of the period of parental leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- a) Where the employee is required to serve a one-week waiting period for EI benefits, they shall receive an allowance of ninety-three percent (93%) of their weekly rate of pay for this "waiting period".
- b) up to a maximum of sixty-one (61) weeks equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.

Special Maternity and Parental Allowance for Totally Disabled Employees

- d) An employee who:
 - i) fails to satisfy the eligibility requirements specified in clause 17.06 and/or clause 17.07 a) solely because a concurrent entitlement to benefits under the Disability Plan (DI) or the Long-Term Disability Insurance Plan (LTD) or provincial compensation schemes prevents them from receiving employment insurance benefits (EI), and
 - ii) has satisfied all of the other eligibility criteria, shall be paid, in respect of each week of maternity and/or parental leave, the difference between ninety-three percent (93%) of their weekly rate of pay and the gross amount of their weekly disability benefit under the DI Plan or the LTD Plan.

- e) An employee shall be paid an allowance under clause 17.07 d) for the same number of weeks for which they would have been eligible for an allowance under clause 17.06 and/or clause 17.07 a) had they been in receipt of benefits under the Employment Insurance Act or the Québec Parental Insurance maternity benefits.

17.08

- a) For a full-time employee the weekly rate of pay referred to in clauses 17.06 and 17.07 above shall be the weekly rate of pay to which they are entitled to on the day immediately preceding the commencement of maternity leave or parental leave.
- b) For a part-time employee, the weekly rate of pay referred to in clauses 17.06 and 17.07 above shall be the pro-rated weekly rate of pay to which they are entitled, averaged over the six (6) month period of continuous employment immediately preceding the commencement of maternity leave or parental leave.
- c) Where an employee becomes eligible for an annual increment during the period of maternity leave or parental leave, payments under clauses 17.06 and 17.07 above shall be adjusted accordingly.

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).

- e) In affirmation that it is not the intent of the parties to privilege the nuclear family, and for the purpose of this clause, family is defined as spouse (including common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse and foster children), parents (including step-parents or foster parents) not necessarily residing with the employee but requiring assistance, grandparents, mother-in-law, father-in-law, grandchildren, or any relative residing in the employee's household or with whom the employee permanently resides and anyone for whom the employee has power of attorney.

17.10 Leave without Pay for the Care and Nurturing of Pre-School Age Children

- a) At the request of an employee, leave without pay in one (1) or more periods of no less than one hundred and forty (140) consecutive hours to a total maximum of five (5) years during an employee's total period of employment with the Employer shall be provided for the care and nurturing of pre-school age children. Employees must give no less than

one (1) month notice prior to embarking on leave under this clause if the leave is less than three (3) months and no less than three (3) months' notice if the leave is greater than three (3) months. Any period of notice may be waived by the Employer at the request of the employee. Such waiver shall not be unreasonably withheld.

- b) Leave without pay which is for a period of more than three (3) months, granted under this clause, shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.
- c) Following each period of approved care and nurturing leave, the employee will return to work and shall not be eligible for further care and nurturing leave for a period of three months.

17.11 Spousal Union Leave

- a) After completion of one (1) year's continuous employment with the PSAC, an employee who gives the Employer at least five (5) days' notice, shall be granted thirty-five (35) hours spousal union leave with pay for the purpose of getting married or declaring spousal union.
- b) For an employee with less than two (2) years of service in the event of termination of employment for reasons other than death within six (6) months after the granting of spousal union leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.

Use of this benefit is limited to two (2) times during years of service at the PSAC.

17.12 Injury-on-duty Leave with Pay

An employee shall be granted injury-on-duty leave with pay for such reasonable period to be determined as the period while in receipt of Workplace Safety Insurance Board benefits because of:

a) personal injury received in the performance of duties and not caused by the employee's willful misconduct;

or

b) an industrial illness or a disease arising out of and in the course of employment;

if the employee agrees to remit to the Employer any amount received by the employee in compensation for loss of pay resulting from or in respect of such injury, illness or disease, providing however that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

17.13 Leave without Pay for Personal Needs

a) Subject to operational requirements, the Employer may grant leave without pay for a period of up to one (1) year to an employee for personal needs, including parental and other family-related reasons. Such leave shall not be unreasonably withheld.

b) Leave without pay in excess of three (3) months, granted under paragraph a) shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved.

c) Leave without pay granted under this section may not be extended and may not be used in combination with maternity, parental or adoption leave.

- d) An employee who is granted leave under this clause must pay both the employee and Employer shares of the benefit plans outlined under Article 27 of this Agreement, in effect at the time of signing.

17.14 Leave without Pay to Accompany Spouse (including common-law spouse)

- a) At the request of an employee, leave without pay for a period up to one (1) year shall be granted to the employee whose spouse (including common-law spouse) is permanently relocated and up to five (5) years to the employee whose spouse (including common-law spouse) is temporarily relocated.
- b) Leave without pay granted under paragraph a) shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved.
- c) Leave without pay granted under paragraph a) shall not count for pay increment purposes.

17.15 Religious/Ceremonial Leave

- a) At the request of an employee time off with pay shall be granted to observe religious occasions in accordance with their religious or ceremonial beliefs. The total of leave with pay granted for Religious/Ceremonial Leave, shall not exceed two (2) days. For additional Religious/Ceremonial Leave, time off granted under this article shall be made up in a manner which is agreed upon between the Employer and the employee. The employee has the right to use annual leave or compensatory leave to make up any additional time off if the employee chooses.
- b) Should there be failure to agree mutually on an acceptable replacement date within the first six (6) months, following the displaced holiday, the Employer may unilaterally schedule the "make-up day" referred to in a) above which

may be outside of normal working hours, on a day of rest, on a designated paid holiday or compressed day off. It is understood that no overtime premium will apply in these situations. The make-up day can be on an hour by hour basis.

c) Leave for Traditional Indigenous Pursuits

The Employer shall grant up to two (2) days paid leave to Indigenous Unifor members for traditional Indigenous pursuits such as hunting, harvesting, beading, fishing, traditional food preservation, gathering of medicines, et cetera.

17.16 Other Leave with or without Pay

At its discretion, the Employer may grant:

- a) leave with pay when circumstances not directly attributable to the employee, including illness in the immediate family as defined in clause 17.02 prevent the employee reporting for duty. Such leave will not be unreasonably withheld;
- b) leave with or without pay for purposes other than those specified in this Agreement.

17.17 An employee is not entitled to leave with pay during any period the employee is on leave without pay or under suspension.

17.18 Holiday Season Leave

- a) Employees not designated as essential by the Employer shall be granted leave with pay for regular working days falling in the period between December 26th and January 1st.
- b) Employees designated as essential by the employer and who are required to work the regular working days between December 26th and January 1st, shall be subject to the overtime provisions of Article 14.

- c) Employees designated as essential by the Employer and who work the regular working days between December 26th and January 1st, shall be credited with one (1) day vacation leave for each day worked during this period.
- d) Except for unforeseen circumstances, employees will be advised by December 1st if they are designated essential and will be required to work during this period.
- e) For greater certainty, only designated employees may work during this period.

With the adoption of the above, the informal practice of taking ½ day off without leave being taken on December 24th shall be discontinued. For greater clarity, leave shall be granted on December 24th subject to the usual conditions, including the submission of leave forms.

17.19 Compassionate Transfer of Leave Credits

Alternatively, the parties agree that indeterminate employees may transfer, for compassionate reasons, their own vacation and/or compensatory leave credits to another indeterminate PSAC employee. Such transferred leave credits may only be taken as leave and may not be taken as cash. The Employer shall not consider a transfer under this provision until all other applicable sources of leave contained within this collective agreement have been exhausted.

17.20 Leave without pay for all other types of leaves provided for under the applicable provincial employment standards legislation, that may be amended from time to time. For greater clarity, this only applies where there is no greater or equivalent type of leave provided for in the collective agreement.

17.21 Leave Without Pay for the Compassionate Care of Family Member

- a) Both parties recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.
- b) For the purpose of this Article, family will be defined as in the Employment Insurance Act.
- c) Subject to sub-clause b), an employee shall be granted leave without pay for the compassionate care of family member in accordance with the following conditions:
 - i) an employee shall notify the Employer in writing, as far in advance as possible, but not less than two (2) weeks of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
 - ii) an employee shall provide the Employer a copy of a medical certificate as proof that the ill family member needs care or support and is at significant risk of death within 26 weeks. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.
- d) Leave granted under this article shall be for a minimum period of one (1) week.
- e) If, during a period of sick leave, vacation leave or compensatory leave, an employee is advised of circumstances under which they would have been eligible for compassionate care leave without pay under sub-clauses b) and c), the employee shall be granted compassionate care without pay and their paid leave credits shall be restored to the extent of any concurrent compassionate care leave without pay granted.

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.

17.22 Domestic Violence

a) Preamble

The Employer and the Union recognize that workplace violence can stem from incidents of domestic and/or family violence.

The Employer recognizes that employees sometime face situations of violence or abuse in their personal life that may affect their attendance and performance at work. Therefore, the Employer is committed to providing support to employees who experience domestic and/or family violence.

b) Definitions

Domestic Violence is any form of violence between intimate partners. The violence can be defined as any form of physical, sexual, emotional or psychological abuse, including financial control, stalking, harassment, bullying or any other behavior that abuses, devalues or humiliates. It occurs between mixed or same sex who may or may not be married, common law, or living together. It can also continue to happen after a relationship has ended. It can be a single act of violence, or a number of acts that form a pattern of abuse.

Family Violence is any form of violence between family members. The violence can be physical, sexual,

emotional or psychological abuse, including financial control, stalking, harassment, bullying or any other behavior that abuses, devalues or humiliates. It can be a single act of violence, or a number of acts that form a pattern of abuse.

The “workplace” for purposes of this Article is broadly defined to include but not be limited to functions and locations related to the workplace such as conferences, training sessions, work-related social gatherings, work travel, work email or other work-related situations.

c) Leave of Absence

Should an employee be absent from work as a result of domestic and/or family abuse or violence, the employee will be entitled to up to ninety (90) hours of paid leave per annum for the purpose of attending medical appointments, legal proceedings and any other activities that people experiencing domestic and/or family violence need to manage.

Additional leave with pay beyond the ninety (90) hours may be granted on a case-by-case basis.

This leave will be in addition to existing paid and unpaid leave entitlements and may be taken in consecutive or single days or as a fraction of a day. Leave may be taken without prior approval in emergencies when prior approval could not be obtained.

d) Confidentiality

All personal information concerning domestic and/or family violence will be kept confidential in line with relevant legislation. No information will be kept on an employee’s personnel file without their express written permission.

e) Protection from Discipline and Adverse Action

The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer and the Union agree that an employee's culpability in relation to performance issues or potential misconduct shall be mitigated if the employee is dealing with an abusive or violent situation.

f) Workplace Policy

The Employer will develop a workplace policy on preventing and addressing domestic and/or family violence at the workplace. The policy will be made accessible to all employees and will be reviewed annually. It will include the appropriate action to be taken in the event that an employee reports domestic and/or family violence or is perpetrating domestic and/or family violence, identify the process for reporting, risk assessments and safety planning, indicate available supports and protect employees' confidentiality and privacy while ensuring workplace safety for all.

g) Training

The Employer will provide awareness training on domestic and family violence and its impacts on the workplace to all employees.

The Employer will identify a management contact who will be trained in domestic and family violence issues, for example, training in domestic and family violence risk assessment and risk management. The Employer will advertise the name of the designated domestic and family violence contact to all employees.

The Employer shall provide joint training on domestic and family violence to the Union and management

representatives facilitated by persons with expertise in the field of domestic and family violence.

The Employer agrees to pay for lost time, travel time, registration costs, lodging, transportation, meals and other related expenses.

h) Support for Individuals and Employees

In order to provide support to an employee experiencing domestic and family violence and to provide for a safe work environment for all employees, the Employer will invite the employee and Union representative to participate in a discussion to explore appropriate measures to accommodate the employee including but not limited to:

- i) Changes to their working hours;
- ii) Job assignments;
- iii) Job transfer to another location;
- iv) A change to their telephone number, email address, or call screening to avoid harassing contact;
- v) Any other appropriate measure including those available under existing provisions for family-friendly and flexible working arrangements.

Should an employee experience incidents of domestic and/or family violence which could affect the employee's presence and/or performance in the workplace, the employee is encouraged to notify their Coordinator, Regional Coordinator or Director as soon as possible. Coordinators, Regional Coordinators or the Director are encouraged to offer measures of support and provide assistance where possible, such as referrals to

community services, and the Employer's Employee and Family Assistance Program (EFAP) program.

ARTICLE 18

DESIGNATED PAID HOLIDAYS

18.01 The following days shall be designated paid holidays for all employees:

- a) New Year's Day;
- b) January 2 for all employees who work in Québec. For those employees who do not work in Québec, a floating holiday to be scheduled in a manner similar to annual as described in 15.10, 15.11 and 15.12 a). This floating day must be taken in the calendar year and cannot be banked for use in later calendar years;
- c) Good Friday;
- d) Easter Monday;
- e) The day fixed by proclamation of the Governor-in-Council for the celebration of the Sovereign's Birthday;
- f) Canada Day;
- g) 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 day is recognized as a provincial or civic holiday, the first Monday in August;
- h) Labour Day;
- i) The day fixed by proclamation of the Governor-in-Council as a general day of Thanksgiving;
- j) Remembrance Day;

- k) Christmas Day;
- l) Boxing Day;
- m) Heritage Day, to be celebrated as a floating holiday. This day shall be scheduled in a manner similar to annual leave as described in 15.10, 15.11 and 15.12 a). Should a day be proclaimed under "n", and should such a day be celebrated in February or March, the floating Heritage Day shall cease to exist;
- n) Any day proclaimed by the Governor-in-Council as a holiday shall be included as a designated paid holiday for purposes of this Agreement.
- o) June 21 – National Indigenous Peoples Day.
- p) September 30 – National Day for Truth and Reconciliation

- 18.02 An employee absent without pay on both their full working day immediately preceding and their full working day immediately following a designated holiday is not entitled to pay for the holiday.
- 18.03 When a day designated as a holiday under article 18.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first scheduled working day following said day of rest.
- 18.04 When an employee is required by the Employer to work on a designated paid holiday, the employee shall be paid in addition to the regular pay for that day double time (2T) for all hours worked to a maximum of seven (7) hours but not less than four (4) hours at the overtime rate. Such minimum shall be paid only once per day.
- 18.05 Where a day that is a designated holiday for an employee falls within a period of leave with pay, that day shall count as a holiday and not as a day of leave.

ARTICLE 19

SEVERANCE PAY

General

- 19.01 Upon termination for any reason, the employee recognizes that they are indebted to the Employer for all monies owing to the Employer and the amount will be deducted from monies owing to the employee under a severance entitlement.

Retirement

- 19.02 An employee who is entitled to a pension under the terms of the PSAC Pension Plan shall, on retirement, be paid one (1) week's pay at the employee's current rate of pay for each year of continuous employment in respect of which they have not previously been paid severance pay. For greater clarity, severance pay will be calculated on a pro-rated basis for an incomplete year of service in the last year.

Resignation

- 19.03 An employee who resigns and who, at the time of resignation, has sixteen (16) years of continuous employment, shall be paid one (1) week's pay at their current rate of pay for each year of continuous employment in respect of which they have not previously been paid severance pay. For greater clarity, severance pay will be calculated on a pro-rated basis for an incomplete year of service in the last year.
- 19.04 An employee who resigns after six (6) or more years of continuous employment, and who does not qualify for severance pay under clauses 19.02 or 19.03 shall be paid one-half (1/2) of one (1) week's pay at their current rate of pay for each year of continuous employment in respect of which they have not previously been paid severance pay. For greater clarity,

severance pay will be calculated on a pro-rated basis for an incomplete year of service in the last year.

- 19.05 Clause 19.03 and 19.04 notwithstanding, when an employee terminates employment with the PSAC and, within one week, commences employment with a Component of the PSAC, the severance pay to which the employee is entitled shall be calculated and a cheque in that amount shall be issued to the Component.

Termination for Other Reasons

- 19.06 An employee whose services are terminated involuntarily for any reason other than discipline, shall be paid one (1) week's pay at the employee's current rate of pay for each year of continuous employment in respect of which they have not previously been paid severance pay. For greater clarity, severance pay will be calculated on a pro-rated basis for an incomplete year of service in the last year.

Death

- 19.07 If an employee dies after one (1) or more years of continuous employment, there shall be paid to their estate an amount determined in accordance with clause 19.02 despite the fact that the conditions specified in clause 19.02 may not have been fulfilled, and regardless of any other benefit payable.

ARTICLE 20

PAY AND CLASSIFICATION

- 20.01 Except under unusual circumstances, an employee shall be paid by direct deposit every two (2) weeks and shall be entitled to an electronic statement accessible through an online payroll portal system indicating the employee's gross and net entitlement and details of all deductions.

20.02 Except as otherwise specified in the letter of offer, on appointment, an employee's salary rate will be the minimum of salary range applicable to the classification level in which the employee is appointed. Unless the PSAC takes action to withhold increments because of unsatisfactory performance of duties, an employee shall be entitled to periodic increments in accordance with the applicable salary range until the maximum of such salary range is reached.

20.03 When an employee is promoted, they shall be entitled to that rate of pay in the salary range of the classification level to which they are promoted which provides an increase in an amount not less than the lowest annual increment provided for in the new salary range.

20.04 If an employee is appointed to a different position, the salary range for which does not permit an increase in an amount as great as that applicable on promotion (see clause 20.03), such appointment shall constitute a transfer, in which case the employee shall be entitled to the rate of pay in the new salary range which is nearest to but not less than that which applied to the employee in respect of the classification level of the position from which they were transferred.

a) If there is no such rate in the new salary range:

- i) and the employee is requesting a voluntary reduction in job levels through application for a position posted in accordance with Article 32; or
- ii) the employee is requesting appointment to a position which has a lower pay range;

the employee shall receive the salary in the new range of rates that is nearest to their salary in the range of rates they are leaving.

b) If there is no such rate and the appointment is initiated by the Employer without the consent or agreement of the

employee, the employee shall continue to receive their previous salary rate until such time as a higher rate is provided in the new salary range, at which time, and effective the date thereof, they shall be entitled to the salary rate which is closest to but not less than their previous salary rate.

20.05 An employee to whom clause 20.04 applied shall retain the increment date if they had not reached the maximum rate in their former position and are not paid the maximum rate in the new position to which they are appointed.

20.06 If an employee is promoted or transferred on a date which coincides with the date on which they would otherwise have received a salary increment in respect of the employee's previous position, such salary increment shall be deemed to have been duly authorized before determining the rate of pay applicable on promotion or transfer as the case may be.

Acting Pay

20.07 When an employee is required in writing by the Employer to perform for a temporary period of at least five (5) consecutive working days, the duties of a higher position than the one held by them, such employee shall be paid acting pay from the first day of such temporary period, calculated as if they had been appointed to the higher position. This acting pay will not be affected by any increment which may apply to the employee's substantive position during the assignment. The employee would be eligible, however, to receive any salary increase which might apply to the higher position during the acting period. Designated paid holidays shall be counted as time worked for the purposes of determining the qualifying period of five (5) consecutive working days.

20.08 The pay increment date for an employee appointed to a position shall be their anniversary date of the increment period for the position to which the employee was appointed.

20.09 The increment period shall be as specified in Appendix "A" (Rates of Pay).

20.10 Except where otherwise specified, when an employee has been granted leave of absence without pay for a period in excess of three (3) months, a pay increment shall become due to that employee on the date on which they will have completed a period of employment equal to the pay increment period for the position held by them. Subsequent pay increments thereafter for that employee shall become due on the date on which they will have completed a period of employment equal to the pay increment period for the position held by them.

20.11 An employee is entitled to be paid for services rendered at:

a) the pay specified in Appendix "A" for the classification of the position to which the employee is appointed if the classification coincides with that prescribed in their letter of offer;

or

b) the pay specified in Appendix "A" for the classification prescribed in the employee's letter of offer if that classification and the classification of the position to which they are appointed do not coincide.

Reclassification

20.12 Pay administration for incumbents of positions which have been reclassified to a level having a higher maximum Rate of Pay.

a) Where a position is reclassified to a level having a higher maximum rate of pay, the employee shall be paid, from the effective date of such reclassification, at the rate of pay that is nearest to but not less than the rate of pay received by them for their substantive position on the day immediately prior to the effective date of the reclassification of the position.

Increments

- b) When an employee, who was being paid at the maximum rate in the former scale of rates and is not paid at the maximum rate in the new scale of rates, the effective date of increment thereafter shall be the effective date of the reclassification of the position and the increment period shall be as specified in this Collective Agreement.
- c) When an employee, who was not being paid at the maximum rate in the former scale of rates and is not paid at the maximum rate in the new scale of rates, the effective date of increment thereafter shall be the same that was in effect prior to the reclassification of the position and the increment period shall be as specified in this Collective Agreement.

20.13 Pay administration for incumbents of positions which have been reclassified to a level having a Lower Maximum Rate of Pay.

- a) Where a position is reclassified to a level having a lower maximum rate of pay, the employee will be granted the status of "Present Incumbent Only" as long as the employee remains in that position. Such employee shall continue to be paid in accordance with the former scale of rates applicable to their position prior to the effective date of the reclassification of such position and shall be entitled to economic increases as negotiated by the Union for other employees at the same salary level.

Increments

- b) An employee, to whom clause 20.13 a) above applies, who was not being paid at the maximum rate in the former scale of rates, is entitled to receive increments thereafter on the same increment date that was in effect prior to the reclassification of their position until they reach the maximum rate of the former scale of rates and the increment period shall be as specified in this Collective Agreement.

- 20.14 Probation following the reclassification of a position
- a) When an employee has completed the initial probation period for the position held by them, the employee shall not be placed on probation following the reclassification of their position.
- or
- b) When an employee has not completed the initial probationary period for the position held by them, the Employer shall continue the initial probationary period as specified in this Collective Agreement from the date of appointment to such position.
- 20.15 Reimbursement of all retroactive pay, benefits, allowances and adjustments shall be made by the Employer within forty-five (45) days of the date of signing of this Collective Agreement.
- 20.16 The Employer shall take the necessary steps to meet its responsibilities under the Ontario Pay Equity Act.

ARTICLE 21

COMPENSATION FOR TRAVEL

- 21.01 When an employee is required by the Employer to travel outside of their headquarters area, and such travel is approved by the Employer, the method of travel shall be determined by the Employer and the employee shall be compensated in the following manner:
- a) on a normal working day on which they travel but do not work, the employee shall receive their regular pay for the day;

- b) on a working day on which they travel and work, the employee shall be paid:
 - i) their regular pay for the day for a combined period of travel and work not exceeding seven (7) hours;
 - and
 - ii) at the rate of time and one-half for additional travel and work time in excess of a seven (7) hour period of work and travel, with a maximum payment for such additional time not to exceed seven (7) hours at the applicable overtime rate in any day. Any combination of work and travel time in excess of the 7 hours in sub-clause (i) must be approved in advance by the Employer.
- c) on a day of rest or on a designated paid holiday, the employee shall be paid the applicable overtime rate provided the total payment for hours travelled to a maximum of seven (7) hours pay at the applicable overtime rate.

21.02 The provisions of the PSAC Travel Policy shall apply to all travel approved by the Employer.

21.03 For each night an employee remains in overnight travel status they shall be entitled to be reimbursed the cost of one ten (10) minute long distance telephone call. Related associated service charges shall form part of the cost of the call.

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.

- 21.05 For the purpose of Article 21.01 b) i), b) ii), and c), the seven (7) hours referred to therein shall be increased to twelve (12) hours for travel to, from or within the Territories (Yukon, N.W.T. and Nunavut).
- 21.06 At the request of an employee, the Employer may provide a credit card to be used only for work-related travel expenses. Such request shall not be unreasonably withheld.
- 21.07 Employees who are required to travel to remote locations or communities as identified in the National Joint Council (NJC) Travel Directive that are located outside the three Territories will be compensated at the composite rate applicable to travel in Yukon and Alaska based on the PSAC rate chart that is current at the time of travel.

ARTICLE 22

RELOCATION

- 22.01 Unless otherwise specified in this Agreement, the provisions of PSAC (T.B.) Relocation Directive shall apply to all employee relocation approved by the Employer.

ARTICLE 23

STATEMENT OF DUTIES

- 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.

ARTICLE 24

NO STRIKE – NO LOCK-OUT

24.01 The Union, during the term of this Collective Agreement, and any employee covered by the said Collective Agreement or on whose behalf it has been entered into shall not go on strike and the Union shall not declare or authorize a strike of any of the employees. The Employer shall not cause the employees to be locked-out during the period of this Collective Agreement.

24.02 Employees covered by this Collective Agreement shall have the right to refuse to cross a picket line and to refuse to do the duties of striking workers.

24.03 Unless authorization has been granted by the Employer, the exercise of the right to refuse to cross a picket line which exists on or about the employee's workplace shall result in forfeiture of pay by the employee.

24.04 No employee shall be disciplined by the Employer for exercising the rights outlined in this Article.

ARTICLE 25

GRIEVANCE PROCEDURE

- 25.01 a) A grievance is any written complaint made by the Union, an employee or group of employees concerning pay, working conditions, terms of employment, disciplinary actions, release for incompetence or incapacity or the application or interpretation of this Agreement.
- b) A grievance concerning harassment or discrimination of any nature must follow the procedure outlined in Article 11 of the collective agreement.
- 25.02 Before submitting a grievance, an employee is encouraged to discuss the matter with their supervisor. An employee may, if desired, be assisted or represented by the Union during such discussions.
- 25.03 An employee may be represented by the Union at each step of the grievance procedure. The Union shall have the right to consult and make representation to the Employer's representative on grievances arising out of this Collective Agreement and/or where the employee has asked to be represented by the Union at each step of the grievance procedure.
- 25.04 Grievances shall be submitted to the Human Resources Section at each step of the grievance procedure. The Human Resources Section shall be responsible for forwarding the grievance to the representative of the Employer authorized to deal with grievances at the appropriate step and for providing the employee and the Union, if applicable, with a receipt stating the date on which the grievance was received signed by an authorized representative of the Human Resources Section.
- 25.05 Step 1: An employee or the Union may submit a grievance in accordance with clause 25.04. The Director of the Branch is the

authorized representative of the Employer at Step 1 unless the grievance concerns a decision made by the Director of the Branch, in which case it may be directly forwarded to Step 2. The Director may delegate this responsibility to a Coordinator.

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.

25.07 Step 3: If the responsible representative of the Employer at Step 2 does not deal with the grievance to the employee's satisfaction, the Union may submit the grievance to arbitration in accordance with clause 25.04. The Human Resources Section is authorized by the Employer to agree with the Union on a mutually acceptable arbitrator to whom the grievance will be submitted.

25.08 The decision of the arbitrator shall be final and binding on both the Employer and the Union. The arbitrator shall have the authority to modify or amend any penalty.

25.09 The Employer shall grant time off with pay to the grievor, the grievor's representative and any employee of the PSAC called as a witness in connection with a grievance where such a meeting is deemed necessary or where such a meeting is convened by the Employer, such time off shall be recorded on an appropriate leave form.

25.10 a) A grievance must be presented to the First Step within twenty-five (25) working days of the employee becoming aware of the circumstances giving rise to the grievance.

b) Grievance hearings at Step 1 shall be heard in a mutually agreeable location preferably in the city which the employee is employed. Where no agreement can be reached, the hearing shall be heard in Ottawa. By mutual agreement, the parties may conduct grievance hearings by teleconference or videoconference.

- c) A written reply will be given by the Employer to the grievor and the grievor's representative within 15 working days of receipt of the grievance at Step 1.
- d) If the Employer's reply is not satisfactory to the employee or failing reply at Step 1, the employee or the Union has ten (10) working days from the expiry of the time limit in subclause 25.10 c) in which to transmit the grievance to Step 2.
- e) Grievance hearings at Step 2 shall be heard in Ottawa. By mutual agreement, the parties may conduct the grievance hearing by teleconference or videoconference.
- f) A written reply will be given by the Employer to the grievor and the grievor's representative within 25 working days of receipt of the grievance at Step 2.
- g) An employee has twenty (20) working days from the expiry of the time limit for response at Step 2 in which to transmit their grievance to arbitration.
- h) Arbitration hearings shall be heard in a mutually agreeable location. Where no agreement can be reached, the hearing shall be in the city in which the employee is employed.
- i) Arbitration hearings for union/policy grievances shall be held in Ottawa unless otherwise agreed to by the parties.
- j) When a classification decision is challenged by an employee and the challenge is presented to the Employer within twenty-five (25) working days of the classification decision, the Employer, the Union and the grievor agree that a disclosure meeting will be held within fifteen (15) working days. The time limits provided for in 25.10 a) would continue from the date of the disclosure meeting but would not include the time required to arrange and hold the disclosure meeting.

- k) The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Union representative.

25.11 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, Step 1 may be eliminated by agreement of the Employer and the employee, and, where applicable, the Union.

25.12 When an employee is awarded a disciplinary action resulting in suspension and/or discharge or when an employee is released for incompetence or incapacity, the grievance procedure set forth in this Agreement shall apply except that the grievance may be presented at the second step should both parties agree.

25.13 If a grievance is referred to an arbitrator pursuant to Article 25.07 (Step 3) or Article 25.15, the Employer and Union will share arbitration costs equally.

25.14 A grievance related to the interpretation or application of the Collective Agreement must be authorized by the Union prior to its presentation to the Employer.

25.15 Expedited Arbitration

The parties agree that, by mutual consent only, any grievance may be referred to the following expedited arbitration procedure:

- a) grievances referred to expedited arbitration must be scheduled to be heard within ninety (90) days from the date of referral, unless the hearing is delayed by mutual agreement between the parties or by the Arbitrator;
- b) the parties shall make every reasonable attempt to proceed by admission and minimize the use of witnesses;
- c) whenever possible the Arbitrator shall deliver the decision orally at the conclusion of the hearing, giving a brief

resume of the reasons for the decision and then confirm these conclusions in writing within ten (10) days of the date of the hearing;

- d) when it is not possible to give an oral decision at the conclusion of the hearing, the Arbitrator shall render it in writing with a brief resume of the reasons. The Arbitrator must render the written decision as soon as possible, but at all times within ten (10) days of the date hearing;
- e) the decision of the Arbitrator shall not constitute a precedent and shall not be referred to in subsequent arbitrations;
- f) such decisions may not be used to alter, modify or amend any part of the collective agreement, nor should any decision be incompatible with the provisions of the collective agreement;
- g) such decisions from the expedited format shall be final and binding upon the parties;
- h) the Arbitrator shall be chosen by mutual agreement between the parties.

ARTICLE 26

JOINT CONSULTATION

26.01 The Employer shall consult meaningfully with representatives of the Union at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

26.02 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of the appropriate

machinery for the purpose of providing joint consultation on matters of common interest.

26.03 A Labour Management Committee will be established to discuss matters of mutual concern. The LMC shall be made up of three (3) Unifor Local 2025 representatives and the Unifor National Representative and up to three (3) Employer representatives plus a PSAC Labour Relations Advisor. Either party may provide items for any proposed meeting. A yearly schedule of meetings will be agreed upon no later than December 15 of the previous year. Meetings will be scheduled at a time convenient to both parties. The LMC shall meet quarterly or as required. Additional meetings or cancellation of such meeting shall be by mutual consent between the parties. Each party shall be responsible for expenses incurred by Representatives except that the Employer agrees to allow leave with pay for such meetings.

26.04 Where employees working outside of the PSAC Headquarters area are members of a Joint Union-Employer Committee the parties agree that these employees may participate in the work of the Joint Committee by way of teleconferences and that reasonable costs of these teleconferences shall be paid by the Employer. Such costs shall not exceed \$500 to the Employer in a year.

26.05 The parties agree to establish a joint committee to plan an annual event to recognize December 10th as Human Rights Day.

ARTICLE 27

WELFARE PLANS AND BENEFITS

27.01 The Employer shall pay one hundred percent (100%) of the premium for the Dental Plan (equal to or better than the plan in effect at the date of signing of this Collective Agreement).

27.02 The Employer shall pay one hundred percent (100%) of the premium for the Income Protection Plan (equal to or better than

the plan in effect at the date of signing of this Collective Agreement).

27.03 The Employer will pay one hundred percent (100%) of the premium for the current Extended Health Care Plan (equal to or better than the plan in effect at the date of signing of this Collective Agreement).

27.04 Up to age 65, the Employer will pay one hundred percent (100%) of a life insurance plan equal to two (2) times the employee's annual salary to the higher thousand. At age 65 and up to age 70, the Employer will pay one hundred percent (100%) of a life insurance plan equal to one (1) time the employee's annual salary to the higher thousand. At age 70, the life insurance will be reduced to \$1000.

27.05 The Employer shall pay 100% of the premium for a vision care benefit which provides for \$500.00 per insured member per two years effective May 1, 2021.

27.06 The terms and conditions of the PSAC Pension Plan shall apply to the employees.

The parties agree to recognize that the Union will hold a seat on the Joint Pension Advisory Committee (JPAC). This committee will be responsible for implementing the mandate of the committee as described in the PSAC Pension Plan Governance Policy, as periodically amended by the Plan Administrator.

27.07 If the premiums paid by the Employer for any employee benefits are reduced as a result of any legislative change or action, the amount of the saving shall be used to increase other benefits available to the employees as may be mutually agreed between the parties providing such change affects a majority of the employees.

27.08 The Employer agrees that it will not amend the Welfare and Benefit Plans described in Article 27.01 (Dental Plan), 27.03 (Extended Health Care Plan) and 27.05 (Vision Care Benefit) of

the Unifor 2025 collective agreement without prior negotiated consent of the Union.

- 27.09 For the purpose of this Article, excepting clause 27.06 (Pension Plan), for each calendar month for which an employee has received pay for at least seventy (70) hours, the Employer shall pay the portion of the premium for the benefit plans as specified in this Article.
- 27.10 An employee who receives less than seventy (70) hours' pay in a calendar month, shall pay the full premium (100%) for the benefit plans specified in this Article, excepting clause 27.06 (Pension Plan).
- 27.11 The Employer will provide all employees with a copy (paper or electronic format) of the health and welfare master plan texts and amendments. The Employer will provide all employees with an updated version within 90 days of modification of the master plan texts and amendments.
- 27.12 a) An employee who terminates employment and who is eligible to receive an immediate or deferred pension in accordance with the PSAC pension regulations on or after April 26, 2011, and retiring prior to age 65 may elect to continue coverage in the extended health plan and will pay the total of 100% of the premiums which is equal to the rate that the Employer pays on behalf of employees for the extended health benefit plus the amount paid by the employees identified in 27.13 b). In addition, these employees may elect to continue coverage in the life insurance plan and will pay 100% of the premiums.
- b) The Employer agrees to provide an employee who terminates employment and who is eligible to receive an immediate or deferred pension in accordance with the PSAC pension regulations on or after April 26, 2011, and at age 55, is entitled to receive an annual retirement allowance of \$2,000 for a maximum of 10 years and up to age 65. This annual retirement allowance is deposited into an individual Health Care Spending Account (HCSA).

The retiree may submit receipts in accordance with the provisions of the Income Tax Act, or receipts for the premiums of PSAC extended health benefit plan or receipts for premiums for an external Retiree Benefit Plan and these expenses will be reimbursed from their individual HCSA up to the amount deposited. Any unused amounts at the end of twenty-four months shall revert and be deposited into a Health Care Account Trust Fund to be used to fund health care expenditures for this bargaining unit.

- c) Effective June 1, 2021, the annual retirement allowance referred to in clause b) shall be \$2,500 and shall apply to any employees who retired after June 1, 2021.
- d) The employee described in (a) may elect to participate in the PSAC extended health benefit and/or life insurance plan. This election must be made within 30 days of retirement date.
- e) The Employer agrees to allow those persons who retire prior to the age of fifty-five, and who elect not to immediately opt in to the PSAC Benefit Plan, the right to elect, at age fifty-five (55), to join the PSAC Benefit Plan, as a retiree. This election must be provided to the Employer in writing within 30 days of the date the person turns fifty-five (55).

- 27.13
- a) Employees will pay an amount that will be applied to the cost of retiree benefits and this amount will be paid through payroll deductions. The Employer will provide the Union with semi-annual reports on the funding of the PSAC extended health benefit plan.
 - b) Effective the date of signing of this collective agreement, employee payroll deductions shall be equal to 0.4% of the employee's base salary (or salary at retirement).
 - c) A joint Sub-committee of the UMC shall be established to periodically review the funding of the retiree benefit. The

payroll deduction may change as a result of the funding review. The employer shall assume no funding liability as a result of this retiree benefit.

- 27.14 The Employer agrees to amend the existing Extended Health Care Plan to include psychological counseling, or sessions with registered social workers and registered therapists, to a maximum of \$2,500 per year and the cost of hearing aids to reimburse expenses paid after receipt of government subsidy (where applicable). The Plan will also cover the cost of rechargeable batteries for Cochlear Implants. The plan has a cap on pharmaceutical dispensing fees of \$9.95 per prescription, and cap on massage therapy of \$900.00 per year per claimant.
- 27.15 The Employer will reimburse all technical aids not currently covered by the current plans and which are necessary for the employee to perform their work.
- 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.

ARTICLE 28

EDUCATION AND TRAINING

- 28.01 An employee who undertakes a training course outside the employee's normal hours of work may, at the discretion of the Employer, be reimbursed in whole or in part for the direct expenses of instruction, that is, the expenses which must be paid

to complete the training, and which are not primarily of a personal character. Such reimbursement shall not be unreasonably withheld.

28.02 To be eligible to receive reimbursement, the employee must fulfill two conditions:

- a) obtain the Employer's approval for the proposed training before it commences;
- b) satisfactorily complete the training, including the passing of any final examination related to the course, or if there is no final examination, establish an excellent record of attendance.

28.03 a) Full reimbursement of the direct expenses of instruction will be made in some circumstances, 50% in others, and in some circumstances no reimbursement. In making its decision, the Employer will consider the immediacy and the degree to which additional training can be applied to the work.

- b) Full reimbursement of the direct expenses of instruction may be approved in situations in which a specific training need in relation to the present work of an employee has been identified. Reimbursement of 50% of the direct expenses of instruction is applicable in other cases where need is less specific or is based more on opinion than rigorous analysis. This would include situations in which the need cannot be determined precisely, where there is no immediate link between completion of training and assignment of new work to the trainee, or where training anticipates long-term general needs of the PSAC.

- c) Reimbursement will not be approved for training which does not, as a minimum, relate directly to the general need of the PSAC and to the reasonable career aspirations of employees.

28.04 In certain instances, the PSAC may require the employee to give a written undertaking to continue employment with the PSAC for a specified period following completion of authorized training. If such an undertaking is not honoured by the employee, all or part of the costs of instruction may be recovered from monies owing the employee on termination of their employment.

Education Leave Without Pay

28.05 The Employer recognizes the usefulness of education leave. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide. Such requests for leave without pay shall not be unreasonably withheld. Seniority shall continue to accrue.

28.06 At the Employer's discretion, an employee on education leave without pay under this article may receive an allowance in lieu of salary of up to one hundred percent (100%) of the annual rate of pay as provided for in Appendix "A" of this Agreement, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

28.07 Allowances already being received by the employee may, at the discretion of the Employer, be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.

28.08 As a condition of the granting of education leave without pay an employee shall, if required, give a written undertaking prior to the

commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.

If the employee:

- a) fails to complete the course;
- b) does not resume employment with the Employer on completion of the course; or
- c) ceases to be employed before termination of the period the employee has undertaken to serve after completion of the course;

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

Career Development Leave with Pay

- 28.09
- a) Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering the employee's career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
 - i) a course given by the Employer;
 - ii) a course offered by a recognized academic institution;
 - iii) a seminar, convention or study session in a specialized field directly related to the employee's work;
 - iv) language training.

- b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in sub-clause 28.09 a) above. The employee shall receive no compensation under Article 14 (Overtime) and Article 21 (Compensation for travel) during time spent on career development leave provided for in this clause. Such request shall not be unreasonably withheld.
- c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

28.10 Where operational requirements permit, and where applicable to their jobs or related to career development, PSAC employees shall be enabled to attend courses offered by the PSAC without loss of pay. When such courses are held on a weekend, the employee will be entitled to take off the equivalent time in lieu at a straight-time rate. There will be no entitlement for overtime for attending the courses. Applications to attend these courses should meet the established deadlines and approval to attend will be based on operational requirements and availability of seats.

Pre-retirement Training

28.11 At the request of an employee leave with pay once in an employee's career shall be granted to attend a retirement seminar sponsored by the PSAC. In the event that an employee cannot attend a pre-retirement seminar sponsored by the PSAC due to being located outside the region where seminars are put on by the PSAC, the employee shall be permitted time off to attend a privately sponsored pre-retirement seminar with costs of registration up to \$500 being reimbursed once in the employee's career. Such time off and registration fees shall not be used in conjunction with other similar pre-retirement programs that may be reimbursed by the Employer.

Individual Training Plan

- 28.12 Employees shall have the right to an individual training plan upon request.

ARTICLE 29

ALLOWANCES

Bilingualism Allowances

- 29.01 The Employer agrees that a Bilingualism Allowance in the amount specified in Appendix A, shall be payable to all eligible employees of the PSAC Centre who are required by the Employer to use both official languages (French/English) or Indigenous languages of the North, (including Inuktitut) when communicating, either orally or in writing.
- 29.02 The Employer agrees that the Bilingualism Allowance will be paid to its employees as long as it will be paid in the Public Service or for any longer period that may be decided by the Employer. But in any event, the Bilingualism Allowance will remain in effect for the term of this Agreement.
- 29.03 The Employer agrees that the amount of the bilingualism allowance stipulated in 29.01 above shall be increased based on a calculation made on May 1 of each subsequent year at the same percentage as the salary increase negotiated by the parties for the duration of the collective agreement.
- 29.04 An eligible employee is entitled to receive the Bilingualism Allowance during any period of paid leave up to a maximum of sixty (60) consecutive calendar days.
- 29.05 The Bilingualism Allowance shall be converted to a daily amount and payment will be included in the normal bi-weekly pay cheque.

29.06 The Bilingualism Allowance shall be considered as part of an employee's salary for the purpose of the following:

- PSAC Pension Plan
- Canada or Quebec Pension Plan
- PSAC Income Protection Plan
- Workplace Safety Insurance Board Benefits
- PSAC Group Life Insurance
- Employment Insurance

29.07 The Bilingualism Allowance will not be considered as part of an employee's salary or used to compute an employee's salary entitlements for the following:

- a) transfer;
- b) promotion;
- c) overtime calculation;
- d) severance pay.

29.08 When an employee is notified by the Employer that they are no longer eligible to receive the Bilingualism Allowance, the notice of termination to the employee shall be provided two (2) months prior to its effect.

Technical Allowances

29.09 The Employer agrees to reimburse all employees who are required to connect from their home to the PSAC network up to ninety dollars (\$90.00) per month for remote Internet services.

ARTICLE 30

LAY-OFF

30.01 The Employer agrees that employees covered by this Agreement shall not be subject to lay-off during the term of this Agreement.

ARTICLE 31

PROBATION FOR NEW EMPLOYEES

- 31.01 New indeterminate employees shall be considered on probation for a period of twelve (12) months from the date of engagement.
- 31.02 Such probationary period may be extended for just cause by the Employer. In such event, the Employer will notify the employee, in writing, of such extension of probationary period with reasons for extension. Extension of probationary periods will not exceed a total of six (6) months.
- 31.03 In the event that a new employee proves unsatisfactory in the performance of their duties any time during the probationary period, they may be released by the Employer. The reason(s) for the release will be provided to the employee in writing.

ARTICLE 32

PROMOTIONS AND APPOINTMENTS

- 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.
- b) It is recognized that this clause could be a barrier to the introduction of employment equity. Should it be agreed that this clause on transfer is a barrier, the Union agrees to initiate discussions within the JEEC process to consider eliminating that barrier.

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.

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.

32.04 Method of Filling Vacancies

- a) The PSAC will notify an employee, in writing, in the event that the employee is screened in or out of a competition. If an employee is screened out of a competition, the notification shall include the reason therefore.
- b) When an internal applicant is an unsuccessful candidate in a competition, the Employer shall notify the employee of their lack of success. They shall be entitled to a post board interview, upon request, to be arranged at a mutually agreeable date within fifteen (15) working days.

The employee, together with their representative, shall be entitled to review their performance during the competition process. This will assist the employee in meeting their career aspirations while respecting the privacy of individuals involved in the process.

- c) The Employer shall not make appointments from outside the Public Service Alliance of Canada to any position within or outside the bargaining unit save and except positions excluded from the collective bargaining process until the Selection Process in accordance with clause 32.02 the above is completed and the Selection Board determines that there is no qualified candidate.

32.05 Probationary Period

- a) A successful applicant who was an employee of the PSAC prior to their new appointment shall be placed on probation for a period of six (6) months. Except that in the case of an employee who, in accordance with clause 32.14, is on language training, the probationary period will terminate only when the employee has completed six (6) months of work in the position excluding the time spent while on language training.

- b) In the event an employee is rejected on probation following a promotion from within the PSAC, or if the employee wishes to withdraw from the position within the probationary 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, for which they are qualified.

32.06 Increment Date

The increment date of an employee appointed in accordance with clause 32.05 b) shall be the same as in the former position as if the appointment to the higher position had never been made.

32.07 Salary Rate

The salary to which an employee becomes entitled upon appointment in accordance with clause 32.05 b) shall be that to which the employee would have been entitled in the former position as if the appointment to the higher position had never been made.

32.08 Term employees are not eligible to apply in closed competitions before they have completed six (6) months of continuous employment.

32.09 Employer Initiated Transfers

- a) Except as provided for in sub-clause 32.09 b), an employee who has been a member of the bargaining unit for more than three (3) consecutive years shall not be required to transfer.
- b) Should an employee's position be permanently abolished due to a reorganization, the employee(s) concerned shall be notified in writing as early as possible, but not less than three (3) months prior to the date their position is to be abolished. Upon being notified, the employee(s) concerned shall be entitled, on a priority basis, to any vacant position

in the bargaining unit provided they meet the requirements of such vacant position. The Employer will provide individual training plans to affected employees as deemed necessary. Upon the expiration of the notice period referred to above the Employer may transfer the employee(s) concerned.

- c) The position(s) to be abolished shall be the position(s) occupied by the employee(s) who is/have been a member of the bargaining unit for the shortest period of time.

32.10 No employee shall suffer a loss of salary as a result of a transfer under 32.09.

32.11 The Employer shall not require an employee to transfer for disciplinary reasons.

32.12 If the employee is required to transfer, they shall not be required to serve a new probationary period.

32.13 Bilingual Positions

- a) The Employer shall provide the bargaining agent with a list of all Unifor Local 2025 positions and their current language requirements within ninety (90) days of the signing of the collective agreement.
- b) Prior to changing the language profile of a position, the Employer will provide notice to the Union including rationale for making the change.
- 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.

32.15 Employment Equity and Joint Employment Equity Committee

- a) The Union and the Employer are committed to employment equity. The parties agree to cooperate in the full implementation and monitoring of the PSAC Employment Equity Plan approved June 30, 2015, and as outlined in the PSAC Employment Equity Policy. The PSAC Employment Equity Plan is a comprehensive document. It includes qualitative and quantitative measures and strategies to remove barriers that equity group members face and to achieve a representative workplace. The application of the PSAC Employment Equity Plan is enforceable through the application of Article 25 of this Collective Agreement.
- b) To this end, the Joint Employment Equity Committee (JEEC) will continue to review and monitor all aspects of employment for evidence of differential or discriminating treatment of employees by sex, race, disability and sexual orientation. The JEEC will also develop recommendations, strategies and solutions necessary for eliminating such practices in order to ensure the full implementation of the PSAC Employment Equity Plan.
- c) Unifor, Local 2025 will name one representative from the bargaining unit. There will be an equal number of Union and Employer representatives on the Joint Employment Equity Committee.
- d) The Committee shall meet with no loss of pay incurred and the Employer agrees to pay the necessary transportation.

Meetings shall be held on a regular basis (at least four times per year).

- e) The PSAC Employment Equity Plan includes a Protocol on Collective Agreement Revisions. This provides for a Working Group, and a mandate to identify issues in the Collective Agreement and outline a process for their resolution as they relate to the implementation of the PSAC Employment Equity Plan. If the parties fail to reach mutual agreement on issues, the issues in dispute will be referred to third party mediation and conciliation for a decision binding on the parties.

ARTICLE 32A

TERM EMPLOYMENT

- 32A.01 The parties recognize the necessity and benefit of occasionally staffing positions on a term basis.
- 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.
- 32A.04 No term employee shall be appointed for a specified period of more than one year except, and only with, the written agreement of the Union.
- 32A.05 Any term who has been continuously employed for a period of three (3) years or more in the same position, shall be appointed, without competition, to the position that they are occupying, if the position is or becomes vacant, and shall henceforth be considered an indeterminate employee. This is notwithstanding article 32 of this Collective Agreement. A break

of thirty (30) days or less between periods of employment shall not constitute a break in employment for the purposes of this article.

- 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 33

STANDBY PAY

- 33.01 Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment equivalent to three (3) hours per 24 hours or portion thereof at their hourly rate.
- 33.02 When an employee on standby is called to work, the provisions of Article 34.01, Call Back, shall apply.
- 33.03 The Employer shall provide a communication device (i.e. a pager and/or a cell phone), including other accessible communication aids to employees placed on standby for the duration of the standby period. For further clarification, being in receipt of a communication device does not place an employee on standby. The Employer will designate whom, and for what duration, an employee will be on standby.
- 33.04 Standby pay shall be compensated in cash except where, upon request of an employee, it may be compensated in equivalent leave with pay.

ARTICLE 34

CALL BACK

34.01 When an employee is recalled to their place of work after having completed their normal hours of work and having left their place of work, or is recalled to their place of work on a day of rest, holiday season leave or a designated paid holiday, they shall be paid the greater of compensation at the applicable overtime rate for all hours worked, or a minimum of three (3) hours' pay at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to the employee's normal hours of work.

34.02 When an employee, who is recalled to their place of work in accordance with clause 34.01, is required to use transportation other than that provided by normal public transportation services, they shall be paid:

- a) mileage allowance as per the PSAC Travel Policy, and receipted parking expenses, when authorized by the Employer to use their automobile when the employee travels by means of their own automobile, or
- b) out-of-pocket expenses for other means of commercial transportation provided that the employee submits a receipt for reimbursement.

Time spent by the employee reporting to work or returning to their residence shall not constitute time worked.

ARTICLE 35

DISCIPLINE

Just Cause and Burden of Proof

- 35.01
- a) No disciplinary measure in the form of a notice of discipline, suspension or discharge or in any other form shall be imposed on any employee without just, reasonable and sufficient cause. The disciplinary action shall contain the grounds on which the disciplinary measure is imposed.
 - b) In any arbitration relating to disciplinary measure, the burden of proof shall rest with the Employer and such proof shall be confined to the grounds mentioned in the notice referred to in paragraph (a) above.

Personnel File

- 35.02
- a) The Employer agrees that there shall be only one personnel file for each employee and that no report relating to the employee's conduct or performance may be used against them in the grievance procedure nor at arbitration unless such report is part of the same file.
 - b) No report may be placed in the file or constitute part thereof unless a copy of the said report is sent to the employee within twenty-five (25) working days after the date of the employee's alleged infraction, or of its coming to the attention of the Employer, or of the Employer's alleged source of dissatisfaction with the employee.
 - c) Any unfavorable report concerning an employee and any report concerning an infraction shall be withdrawn from the file after a period of two (2) years from the date of the alleged infraction provided there is no further infraction of a similar nature.

Access to Personnel File

35.03 Upon request from an employee, the employee and/or their Union representative, if authorized by the employee, shall have access to the official personnel file of the employee in the presence of an authorized representative of management.

Disciplinary Interview

- 35.04 a) The Employer agrees to notify an employee and the Union, in writing, at least forty-eight (48) hours in advance of any interview of a disciplinary nature and to indicate:
- i) the employee's right to be accompanied by a Union representative;
 - ii) the purpose and reasons for the meeting, including whether it involves the employee's personnel file;
 - iii) that if the employee's personnel file is to be considered during the interview, the employee and/or their Union representative, the latter with the employee's permission, shall, before the meeting, have access to this file in accordance with Clause 35.03.
 - iv) It is agreed that this notice period shall not be counted in the twenty-five (25) working days within which the Employer must act in accordance with 35.02 b).

Notwithstanding the foregoing, the period referred to in 35.04 a) shall be two (2) weeks when the disciplinary interview pertains to an employee whose place of employment is other than the PSAC Headquarters. The parties may mutually agree to waive all or part of the two-week notice period. It is agreed that this notice period shall not be counted in the twenty-five (25) working days within which the Employer must act in accordance with 35.02 b).

- b) During the interview, the Employer will not be limited to the subject matter that is outlined in the purpose of the meeting in clause 35.04 a) ii), however, should new issues be raised, the Union retains the right to adjourn the meeting for up to twenty-four (24) hours.
- c) The employee has the right to refuse to participate or to continue to participate in any interview of a disciplinary nature unless the employee has received the notice herein above provided for. The results of the meeting will be provided to the employee and the Union, in writing, within one (1) week of the meeting.
- d) If the employee fails to appear at the interview and does not explain their inability to do so, the Employer shall proceed unilaterally.

35.05 The Employer shall have the right to discuss work or working conditions with the employees. These discussions shall not be considered as discipline.

ARTICLE 35A

COOLING OFF PERIOD

35A.01 An employee who willfully terminates their employment as a result of a misunderstanding or argument shall be allowed to return to work and remain employed if they do so within three (3) consecutive working days.

ARTICLE 36

PARKING

- 36.01 An employee who uses their car to travel to and from work, may, provided that space is available, apply to rent parking space either indoors or outdoors at the workplace parking area.
- 36.02 Subject to clause 36.01, the Employer shall pay sixty percent (60%) of the parking cost and the employee's portion of the cost shall be deducted from the employee's pay.
- 36.03 Employees who do not receive the parking subsidy contained in 36.02 shall receive a monthly allowance of \$90.00 for each month where an employee has received pay for at least 70 hours in that month.
- 36.04 Any additional parking-related expenses pertaining to disabled employees in the performance of their duties shall be compensated for by the Employer.
- 36.05 Employees who require parking and who are provided with free onsite parking shall not receive a parking subsidy or monthly allowance.

ARTICLE 37

PART-TIME EMPLOYEES

- 37.01 Except as otherwise specified in this Article, the provisions of this Collective Agreement apply to part-time employees.
- 37.02 The scheduled work week for a part-time employee shall be at least 17.5 hours, from Monday to Friday inclusive as determined by the Employer.
- 37.03 A part-time employee's weekly hours of work shall be determined and authorized by the Employer in consultation with the employee concerned.

- 37.04 Overtime for a part-time employee means authorized work performed in excess of 7 hours on a scheduled work day; or Authorized work performed in excess of 35 hours in a scheduled work week; or
- Authorized work performed on Saturday and/or Sunday; or
- Authorized overtime work performed on a designated paid holiday.
- 37.05 The performance of authorized overtime shall be first offered to qualified full-time employees.
- 37.06 Subject to clause 37.08, a part-time employee shall earn vacation leave credits for each calendar month in which they receive pay for at least 35 hours.
- 37.07 Subject to clause 37.08, a part-time employee shall earn sick leave credits for each calendar month in which they receive pay for at least 35 hours.
- 37.08 For the purposes of this Article, a part-time employee shall accumulate vacation and sick leave credits on the basis of the proportion that their weekly hours of work, as determined and authorized by the Employer at the time of appointment, compare with the normal hours of work of full-time employees.
- Such accumulated leave credits shall be converted into hours and minutes.
- 37.09 A part-time employee is entitled to be paid for services rendered in accordance with clause 20.11 at the hourly rate.

- 37.10 The amount of Bilingualism Allowance payable to an eligible part-time employee shall be determined on the basis of the proportion that their weekly hours of work, as determined and authorized by the Employer at the time of appointment, compare with the normal hours of work of full-time employees.
- 37.11 A part-time employee is eligible to receive call back and reporting pay as outlined in Article 34 on a normal working day on which they have worked 7 hours or on a day of rest or a designated paid holiday.
- 37.12 Qualified full-time employees shall first be given the opportunity to receive call-back pay as outlined in Article 34 of this Agreement.
- 37.13 A part-time employee shall receive pay on vacation leave with pay, sick leave with pay, special leave with pay and designated paid holidays for their scheduled daily hours of work as determined and authorized by the Employer at the time of appointment.

ARTICLE 38

TECHNOLOGICAL CHANGE

- 38.01 "Technological Change" means the introduction of equipment different in nature, type or quantity from that previously utilized, a change, related to the introduction of this equipment, in the manner in which the Employer carries on operations and any change in work methods and operations affecting one or more employees.
- 38.02 Adverse effects to be eliminated: In carrying out technological changes, the Employer agrees to eliminate all adverse effects on employees and any denial of their contractual or legal rights which might result from such changes.

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.

38.04 Pertinent information included: The notice mentioned in clause 39.03 shall be given in writing and shall contain pertinent data including:

- a) the nature of the change;
- b) the date on which the Employer proposes to effect the change;
- c) the approximate number, type and location of employees likely to be affected by the change;
- d) the effects the change may be expected to have on the employees' working conditions and terms of employment;
- e) all other pertinent data relating to the anticipated effects on employees.

38.05 Union-Management meetings on changes: Where the Employer has notified the Union of its intention of introducing a technological change, the parties undertake to meet within the next 15 days and to hold constructive and meaningful consultations in an effort to reach agreement on solutions to the problems arising from this change.

38.06

Protection of employees: In order to render effective the principle established in clause 38.02, the Employer agrees to the following provisions, which are designed to protect all employees covered by this Agreement:

- a) guaranteed employment: except as otherwise provided in this Agreement, the Employer guarantees continuous employment to all employees covered by this Agreement until the signing of the next Collective Agreement between the parties;
- b) guaranteed classification: for the period of continuous employment guaranteed in the previous sub-clause, an employee shall retain their classification and the corresponding wage scale, regardless of any reassignment to other duties or any reclassification of the duties performed by the employee at a lower level;
- c) retraining: any employee either voluntarily or compulsorily reassigned or reclassified as a result of these changes shall be provided with whatever amount of retraining they require during the employee's hours of work with full pay from the Employer and at no additional cost to the employee. Any employee unable to follow a retraining course shall maintain their classification, or its equivalent, in the bargaining unit;
- d) surveillance and privacy: employees will be informed in writing of any changes in work measurement and evaluation methods due to technological change.

It is recognized that measurement by electronic systems or devices may be necessary to obtain an objective evaluation of the level of production of a group, a section or an office and there shall be no individual work measurement.

For the purpose of assigning work and assessing workload, the employer may use watch and observation systems but at no time may such systems be used to gather evidence in support of disciplinary measures unless such disciplinary measures result from the commission of a criminal act or an act that could prevent PSAC from fulfilling its statutory obligations.

- 38.07 Whenever new hardware or software is introduced by the Employer to the employee's job, the employee using the new hardware or software will be provided with whatever amount of training they require in the official language of their choice during the employee's hours of work with full pay from the Employer and at no additional cost to the employee.

ARTICLE 39

UNION LABEL

- 39.01 The Union bug whether by stamp or typewritten, shall be included on all correspondence, reports, briefs, etc. that are produced in the office of the Employer by persons working under the conditions of this Collective Agreement.

ARTICLE 40

HEALTH AND SAFETY

- 40.01 Preamble

The Employer agrees to take appropriate measures as deemed necessary with a view to ensuring that employees, during their course of employment, work in a physically and psychologically safe and healthy environment.

The Employer and the Union agree to encourage the employees to work in a safe manner and the employees shall observe the safety and health rules and practices established by the Employer from time to time, as a measure of protection for themselves and others.

40.02 Joint Health and Safety Committee

A Joint Health and Safety Committee of equal representation shall be established.

The committee shall give consideration to and make recommendations for the improvement of the health and safety of employees. Particular attention will be paid to questions involving alleged hazardous or unsanitary working conditions. Regular meetings will be held and minutes of all meetings will be issued. Two members of the Health and Safety Committee, one member from management and one member from the Union, shall jointly conduct investigations of all accidents involving members of the bargaining unit.

40.03 First-aid Training

- a) The Employer will encourage employees to take physical first-aid and Mental Health First Aid Canada Courses and refresher courses. The Employer will assume the cost of physical first-aid training courses. Employees selected by the Employer for first-aid training shall be granted time off without loss of pay.
- b) The Employer undertakes that all physical first aid kits and first aid stations shall comply with the appropriate provincial health and safety legislation and regulations.

40.04 Special Examinations

The Employer agrees to conduct appropriate tests of employees and of the work environment as deemed necessary with a view to ensuring a safe, healthy and ergonomically correct work

environment, and the cost of such tests will be borne by the Employer.

40.05 Medical Examinations

- a) Where the Employer requires an employee to undergo a medical examination by a designated qualified practitioner, the examination will be conducted at no expense to the employee. Results of all medical examinations will be made available to employees upon request.
- b) Employees using VDTs in excess of three (3) hours per day shall have their eyesight examined twice each year at no expense to the employee. Records may be kept in the EAP file system.

40.06 Operating Procedures

The Employer will provide safe operating procedures and training to employees in the handling of materials, operating of equipment and exposure to toxic substances. The Employer shall fully and immediately implement all the requirements under the WHMIS Legislation in consultation with the Joint Health and Safety Committee. All training provided under WHMIS shall be organized through and with the approval of the Joint Committee.

40.07 No employee shall be required to operate VDT equipment for more than fifty minutes in an hour and five hours in a day.

40.08 Injured Employees

In the event of an employee sustaining injuries at work and developing a disability as a result thereof, every effort shall be made by the Employer to give the injured employee such suitable employment as is available.

40.09 Health and Safety Information

With respect to conditions in the workplace, the Employer agrees to furnish to the Union any requested health and safety information in its possession.

40.10 Dangerous Situations

When an employee refuses to work in cases of dangerous situations in accordance with the Ontario Occupational Health and Safety Legislation (1979), the employee shall not be disciplined.

40.11 A pregnant employee who furnishes the Employer with a medical certificate attesting that their working conditions may be physically dangerous to their unborn child, or to themselves by reason of their pregnancy, may request to be assigned to other duties involving no such danger for the duration of their pregnancy. Such requests shall be granted by the Employer and the re-assignment shall be without loss of pay or benefits.

40.12 Grievance Procedure

The existence of health and safety hazards in the workplace is subject to Article 25 (Grievance Procedure) of this Collective Agreement.

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.

40.14 Unless specified elsewhere in this Collective Agreement, an employee is under no obligation to engage in work-related communications including, but not limited to, answering calls, emails and texts outside of normal working hours and/or during approved leaves of absence. There shall be no disciplinary action or reprisals against any employee who exercises their right to disconnect

ARTICLE 41

JOB SHARING

41.01 a) The terms and conditions governing any job-sharing arrangements will be as mutually agreed to by the Union and the Employer, and the participants.

b) Job sharing will only be permitted when requested by existing employees and those employed in job sharing situations will continue to be members of the bargaining unit and covered by the Collective Agreement.

c) The terms and conditions of job sharing arrangements agreed to by the parties will form part of the Collective Agreement and will have regard for:

- i) hours of work;
- ii) all earned leave;
- iii) increment period;
- iv) designated paid holidays;
- v) all benefit plans;
- vi)
 - a) Employees commitment to the terms of conditions of the shared position.
 - b) Cancellation of the agreement with a one-month written notice to the Director, Human Resources and Information Management Branch.
- vii) scheduling – Provided reasonable advance notice is given and with the approval of the Employer, employees may exchange working days if there is no increase in cost to the Employer. Such approval will not be unreasonably withheld.
- d) All requests for job sharing shall be considered by the Employer. The Union shall be notified of any such requests immediately after they have been made to the Employer.
- e) It is understood that job sharing will not result in any additional costs to the Employer.
- f) Job sharing is not meant to replace or supersede the application of Article 37: part-time employees.
- g) Where an employee is looking to job share, and an alternate employee cannot be found within the Alliance family, the Employer, where possible and without additional costs to the Alliance, may consider qualified

applicants from outside the Alliance family bargaining units.

ARTICLE 42

ONE YEAR POSITION PROTECTION

42.01 An employee who is granted leave up to one (1) year under this collective agreement shall return to their position upon the termination of their leave.

ARTICLE 43

DEFERRED SALARY PLAN

43.01 The parties hereby agree that the Employer may grant leave without pay for a period of up to one (1) year to each employee who has completed seven (7) years of continuous employment within the bargaining unit. Furthermore, the Employer may grant further periods of leave without pay of up to one (1) year after an employee has completed each additional four (4) years of continuous employment within the bargaining unit.

43.02 The terms and conditions governing this leave shall be as follows:

- a) the Employer shall not be required to grant such leave during the same period of time to more than one (1) employee employed in the same branch. If more than one (1) employee employed in the same branch submits a request for such leave which covers all or part of the same period of time, seniority shall be the determining factor in the granting of such leave;
- b) the Employer shall not be required to grant such leave during the same period of time to more than five (5) employees covered by this collective agreement. If more than five (5) employees submit a request for such leave

which covers all or part of the same period of time, seniority shall be the determining factor in the granting of such leave;

- c) leave granted under this Article which is for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes;
- d) during any period of leave granted under this Article, the employee shall pay the full premium (100%) for the benefit plans specified in Article 27 of this collective agreement. If the employee so chooses, they may pay the Employer and the employee shares of the premiums for the PSAC Pension Plan during such periods of leave;
- e) an employee who is granted leave under this Article shall have the right to return to their former position upon the termination of such leave;
- f) this leave shall not be used in conjunction with any other leave without pay.

43.03 The regulations governing the Deferred Salary Plan are contained in Appendix "E".

ARTICLE 44

INCOME AVERAGING LEAVE

44.01 The Employer may grant leave without pay for a period of between 5 weeks and 3 months to indeterminate employees within the bargaining unit within a specific 12-month period. Approval of such arrangement is subject to operational requirements and will be approved on an equitable basis within the organization. This 12-month period shall be a consecutive

period of time and does not need to be a calendar year. The terms and conditions governing this leave shall be as follows:

- a) pay for participating employees would be reduced and averaged out over the year to reflect the reduced time at work;
- b) pension and benefit coverages, as well as premiums or contributions, will continue at pre-arrangement levels;
- c) pension and benefit coverages during the leave without pay period will continue at pre-arrangement rates and the employee is responsible for their share of pension and benefit contributions. No vacation or sick leave credits will be earned during the period of leave without pay;
- d) changes to an approved leave arrangement may be made only in rare and unforeseen circumstances, and with 30 days' prior notice to the employee;
- e) employee-requested changes to, or cancellation of, leave arrangements must occur and take place within the originally approved 12-month income averaging arrangement;
- f) changes to the leave arrangements by the employee must be provided in writing, with reasonable notice;
- g) this period of leave without pay will not be extended by any other periods of leave with or without pay;
- h) employees are eligible to apply for an income averaging leave arrangement once every 3 years;
- i) application for Leave with Income Averaging Arrangement is contained in Appendix "F".

ARTICLE 45

PROFESSIONAL FEES

- 45.01 An employee will be reimbursed for the fees paid to join and retain membership in a professional association, where membership in the professional association is required by the employer for the performance of the duties of the employee's position.
- 45.02 An employee not covered by article 45.01 shall have their job related professional fees reimbursed at the rate of 100% up to a maximum of \$2,500 per year.

ARTICLE 46

ASSIGNMENT OF WORK

- 46.01 The parties agree it is the responsibility of management (Coordinators and Directors) to ensure that procedures are in place to address PSAC elected leadership and membership service demands.

Where bargaining unit members become concerned they cannot complete assignments or respond to urgent matters to fulfil their workplace obligations having made reasonable attempts to prioritize their workload they may seek advice and direction from management.

The employee will discuss the matter with their direct excluded supervisor and specify which work demands are causing them to be unable to fulfil statutory and/or other obligations of their job. The direct supervisor may offer suggestions and/or initiate a plan as to how the employee should proceed so that the employee may carry out their assigned duties.

In the event the employee continues to believe they are unable to fulfil their tasks, the employee may request a meeting with the

Director in charge of the Branch and their direct excluded supervisor to discuss the issues.

ARTICLE 47

STAFF CONFERENCE

47.01 In recognition that Unifor 2025 members have few opportunities to meet across regional lines and in recognition that national conferences have been very beneficial, the Employer will provide opportunity for Unifor 2025 members to come together in a national staff conference at least once per budget cycle.

47.02 Further, in recognition that training can be provided in the respective regions, the National Staff Conference will be based on feedback through a consultative process with the Union. The National Staff Conference may include subjects such as wellness, empowerment, education on social justice issues, and providing tools for improving mental and physical health.

ARTICLE 48

MODIFICATION, TERM, RENEWAL OF AGREEMENT

48.01 Unless otherwise expressly stipulated, the terms and conditions of this Agreement shall become effective on the date of signing and shall remain in force and effect from year to year thereafter unless either party gives the other party notice in writing that it desires its termination or amendment.

48.02 Either party desiring to propose changes or amendments to this Agreement shall, within ninety (90) days prior to the expiry date, give notice in writing to the other party. A meeting of the parties will be convened within twenty (20) days of the date on which the notice was served to commence bargaining.

48.03 This Agreement may be amended by mutual consent of the parties.

48.04 This Agreement shall expire on April 30, 2022.

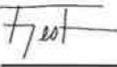
48.05 The rates of pay outlined in Appendix "A" of this Collective Agreement will apply retroactively, as applicable, to all those individuals who have left the employ of the PSAC prior to the signing of this Collective Agreement. It is the responsibility of the individual to maintain a current address and telephone number with Personnel.

SIGNED AT OTTAWA THIS 20th DAY OF September, 2021.

FOR THE EMPLOYER




Suzanne Brandon (Feb 16, 2022 09:55 EST)



FOR THE UNION








Ms. Victoria Gill-Carsley (Feb 18, 2022 09:53 EST)

APPENDIX "A"
RATES OF PAY

Effective Date	Step 1 (Min)	Step 2	Step 3	Step 4	Step 5 (Max)
Level 8					
Current annual salaries	69,964	72,062	74,225	76,451	78,746
May 1, 2019	71,713	73,864	76,081	78,362	80,715
May 1, 2020	73,147	75,341	77,603	79,929	82,329
May 1, 2021	74,610	76,848	79,155	81,528	83,976
Level 9					
Current annual salaries	76,047	78,327	80,675	83,095	85,589
May 1, 2019	77,948	80,285	82,692	85,172	87,729
May 1, 2020	79,507	81,891	84,346	86,875	89,484
May 1, 2021	81,097	83,529	86,033	88,613	91,274
Level 10					
Current annual salaries	82,127	84,590	87,129	89,741	92,435
May 1, 2019	84,180	86,705	89,307	91,985	94,746
May 1, 2020	85,864	88,439	91,093	93,825	96,641
May 1, 2021	87,581	90,208	92,915	95,702	98,574
Level 11					
Current annual salaries	89,947	92,643	95,423	98,284	101,233
May 1, 2019	92,196	94,959	97,809	100,741	103,764
May 1, 2020	94,040	96,858	99,765	102,756	105,839
May 1, 2021	95,921	98,795	101,760	104,811	107,956
Level 12					
Current annual salaries	97,764	100,699	103,719	106,829	110,036
May 1, 2019	100,208	103,216	106,312	109,500	112,787
May 1, 2020	102,212	105,280	108,438	111,690	115,043
May 1, 2021	104,256	107,386	110,607	113,924	117,344
Level 13					
Current annual salaries	105,581	108,748	112,009	115,371	118,831
May 1, 2019	108,221	111,467	114,809	118,255	121,802
May 1, 2020	110,385	113,696	117,105	120,620	124,238
May 1, 2021	112,593	115,970	119,447	123,032	126,723

Student rates of pay

Current rate	20.28
May 1, 2019	20.79
May 1, 2020	21.21
May 1, 2021	21.63

Bilingual Allowance	Annual	Bi-Weekly
Current annual salaries	1,486.43	56.98
May 1, 2019	1,523.59	58.41
May 1, 2020	1,554.06	59.58
May 1, 2021	1,585.14	60.77

APPENDIX "B"

LEVEL STRUCTURE FOR THE NEW CLASSIFICATION PLAN

LEVEL	POINT RATING
8	661 to 730 (70)
9	731 to 800 (70)
10	801 to 870 (70)
11	871 to 960 (90)
12	961 to 1050 (90)
13	1050 to 1140 (90)

APPENDIX "C"

CONVERSION RULES

01 Pay administration for incumbents of positions which have been reclassified to a level having a higher maximum Rate of Pay.

- a) Where a position is reclassified to a level having a higher maximum rate of pay, the employee shall be paid, from the effective date of such reclassification, at the rate of pay that is nearest to but not less than the rate of pay received by them for their substantive position on the day immediately prior to the effective date of the reclassification of the position.

Increments

- b) When an employee, who was being paid at the maximum rate in the former scale of rates, and is not paid the maximum rate in the new pay scale of rates, the effective date of increment thereafter shall be the effective date of the reclassification of the position and the increment period shall be as specified in this Collective Agreement.
- c) When an employee, who was not being paid at the maximum rate in the former scale of rates, and is not paid at the maximum rate in the new scale of rates, the effective date of increment thereafter, shall be the same date that was in effect prior to the reclassification of the position and the increment period shall be as specified in this Collective Agreement.

02 Pay administration for incumbents of positions which have been reclassified to a level having a lower maximum rate of pay.

- a) Where a position is reclassified to a level having a lower maximum rate of pay, the employee will be granted the status of "Present Incumbent Only" as long as the employee remains in that position. Such employee shall continue to be paid in accordance with the former scale of

rates applicable to their position prior to the effective date of the effective date of the reclassification of such position and shall be entitled to economic increases as negotiated by the Union for other employees at the same salary level.

Increments

- b) An employee, to whom clause 02 applies, who was not being paid at the maximum rate in the former scale of rates, is entitled to receive increments thereafter on the same increment date that was in effect prior to the reclassification of their position until they reach the maximum rate of the former scale of rates and the increment period shall be as specified in this Collective Agreement.

03 Probation following the reclassification of a position

- a) When an employee has completed the initial probationary period for the position held by them, the employee shall not be placed on probation following the reclassification of their position.

or

- b) When an employee has not completed the initial probationary period for the position held by them, the employer shall continue the initial probationary period as specified in this Collective Agreement from the date of appointment to such position.

APPENDIX “D”

PSAC - TRAVEL POLICY COMMERCIAL TRANSPORTATION

- 1.1 The selection of the mode, class and carrier of commercial transportation shall be made by the Employer. This determination shall be made on the basis of cost, and will also be impacted by agreements the Employer has negotiated with service providers.
- 1.2 The standard for air and rail travel is economy class. This includes APEX, charters and other reduced fares. The lowest available airfares appropriate to particular itineraries shall be sought when making bookings. Discount and reduced fares shall be selected rather than full fare economy where these rates are available. Significant savings can be realized if flights are booked as far in advance as possible.
- 1.3 Business/Executive Class travel may be authorized by the Employer in accordance with the following principle:

upgrading the class of travel is a consideration which relates to the actual duration of a single flight or the duration of continuous travel time. When the Employer requires the employees to travel on a direct flight of nine or more hours (uninterrupted by overnight stops) with one or more intermediate stops upgrading shall be authorized when requested by the employee.
- 1.4 All exceptions to this policy must be approved by the Director of the Branch.

APPENDIX "E"

DEFERRED PAYMENT PLAN REGULATIONS

General

1. Purpose

The Deferred Payment Plan has been conceived to enable Employees the opportunity of taking a minimum of three months' leave funded through the deferral of salary over a period not exceeding six years.

2. Application

An employee must make written application to the Employer, through the employee's Director, at least two months prior to the commencement of the leave funding period. Such approval will not be unreasonably withheld. The employee shall be advised within ten days of receipt of the application for such leave of the acceptance or denial of such leave. Once approval for self-funded leave has been granted, it shall not be rescinded. The Employer may restrict, in any period, the number of participants in the Plan, due to operational requirements.

3. Agreement

The employee and Employer will enter into a written agreement which will detail the funding period, the amount of deferred salary and the period of leave.

Payment Formula and Leave of Absence

1. The leave period shall be not less than:

- a) three consecutive months if the employee enrolls in full time attendance at an education institution, otherwise;
- b) six consecutive months.

2. The leave period may be funded over a maximum period of six years.
3. The amount of annual deferred salary shall not exceed 33 1/3% of annual salary.
4. All deferred salary shall be forwarded to the bank of the PSAC. These funds shall be deposited in a special account and the interest earned on these funds during the funding period shall be paid to employees during the funding period on their regular pay cheques.
5. The leave period must be taken immediately after the deferral period.
6. The amount of deferred salary shall be paid in equal bi-weekly payments during the leave period to employees. The leave period must terminate by the end of the first taxation year that commences after the deferral period. Therefore, the leave period cannot exceed 23 months.
7. During the leave period, all interest earned on the deferred salary shall also be included in the bi-weekly payments made to the employees.
8. Statutory Deductions in accordance with the Income Tax Act
 - a) During the funding period
 - i) tax withholdings on the net salary after the deferred portion;
 - ii) UI Premiums of the full, regular salary;
 - iii) CPP Premiums on the net salary after the deferred portion.
 - b) During the leave period

- i) tax withholdings on the deferred portion only;
 - ii) UI Premiums – Nil;
 - iii) CPP Premiums on the deferred portion only.
9. The employees must return to work for the Employer immediately after the leave period for a period at least equal to the leave period.

Benefits

1. During the funding period, all benefits tied to salary shall be structured according to the full salary (excluding the deferred portion).
2. An employee's benefits will be maintained during the period of leave; however, the employee will be responsible for the employee and Employer portions. These benefits will also be based on the full salary.
3. The period of leave shall not be counted for continuous service and no leave shall accrue during this period.
4. If the employee so chooses the period of leave may be counted as pensionable service. If so, the employee shall be responsible for both the employee and Employer portions of the premiums for the PSAC Pension Plan during the period of leave.

Withdrawal from the Plan

1. An employee may withdraw from the Plan, at any time, prior to the commencement of the leave.
2. Within 60 days of the withdrawal from the plan, the employee shall be paid the full amount of deferred salary, less any statutory deductions, plus all accrued and previously unpaid interest.

3. Should an employee die while participating in the plan, any monies accumulated, plus accrued and unpaid interest, shall be paid to the employee's estate.

Other

The Employer agrees to assist employees interested in the tailoring of a specific plan for their needs.

Income Tax Act (ITA)

Should there be any subsequent changes made to the ITA which affect this plan, then the Union and the Employer agree to consult to ensure the plan remains in compliance with the Act.

Written Agreement

Deferred Salary Plan Agreement

I have read and agree to the terms and conditions of the Deferred Payment Plan contained in my Collective Agreement. The following specific conditions shall also apply:

1. the period of funding of my leave shall commence on the first payroll of month/year and end on the final payroll of month/year;
2. I agree that for the period of my Plan, I shall take all overtime earned as paid time off in the year it is earned instead of cash. I understand that I may request to have portions of my overtime cashed out and that this request shall not be unreasonably denied;
3. I agree to defer _____% of (from) my salary over this period;
4. I agree to begin my leave period on _____ and return to work on _____;

5. I agree to be paid the amount deferred in equal, bi-weekly sums over the above-mentioned period including any accumulated interest;
6. I agree to be paid interest on the deferred portion of my salary during the funding period.

Date

Employee

Date

Employer

APPENDIX “F”

**APPLICATION FOR LEAVE WITH INCOME AVERAGING
ARRANGEMENT**

I have read and agree to the terms and conditions of the Leave with Income Averaging contained in my Collective Agreement. The following specific conditions shall apply:

1. The 12-month period of participating in the leave with income averaging arrangement shall commence on the first payroll of _____ (month/year) and end on the final payroll of _____ (month/year).
2. I agree to commence my leave without pay period on _____ and return to work on _____ for a total period of _____ consecutive weeks. I agree that this period of leave without pay will not be extended by any other periods of leave with or without pay.
3. I agree to have my annual salary reduced by the amount of the leave period defined in #2 and to have this reduced amount of pay averaged over the same 12-month period as defined in #1.
4. I agree to fulfill the commitment of the 12-month period. In the event I do not fulfill the terms of the 12-month and do not return to work on the date specified in #2. I agree that the salary received during the period may have been over or under paid and the necessary salary adjustments will be made.
5. I agree to submit this application for approval at least 60 days in advance of the period defined in #1.

Date

Employee

Date

Employer

LETTER OF UNDERSTANDING

SCHEDULING COMMITTEE REPRESENTATION AND LEGAL SERVICES BRANCH

The Union and the Employer have a shared concern regarding workload and the scheduling of work in the Representation and Legal Services Branch.

1. The parties agree to form a union-management Scheduling Committee (“Committee”) for the Representation and Legal Services Branch to examine options for redesigning and implementing a scheduling system. The Committee will commence meeting no later than 90 days from the date of ratification of this agreement.
2. The Committee will examine all options that will improve the effectiveness of scheduling while ensuring an ability to accommodate individual preferences. This may involve, but is not limited to, exploring self scheduling, reviewing all scheduling processes, adjusting some or all of the scheduling process, adding additional resources as appropriate.
3. The total Committee membership will be comprised of four (4) persons, two from the Union and two from PSAC.
4. It is understood that it will take some time to review and implement a new scheduling system and as such, the Committee will have a one-year mandate from the date of ratification of this Collective Agreement.
5. The Committee will meet as needed but no less than once per quarter. The Committee will provide progress reports to both the Union and the Employer after each quarter. A final report with recommendations if any, will be produced and circulated within 30 days of the completion of the one-year mandate or earlier as the case may be.
6. The Union and the Employer will meet to discuss the recommendations of the Committee as soon as is practicable and in any event no later than 60 days after receipt of the report.

LETTER OF UNDERSTANDING

GRIEVANCE HR66-1-WHI-15

The parties agree to be bound by the terms of settlement reached separately or a final arbitral decision with regards to grievance HR66-1-WHI-15 dealing with the Income Protection Plan.

Further, the parties agree the withdrawal of the Union's proposal under Article 27.02 will not be used in evidence for the above noted grievance hearing nor will it prejudice the position either party may take at an arbitration hearing or in grievance settlement discussions for the aforementioned grievance.

LETTER OF UNDERSTANDING

INVESTIGATIONS

Within sixty (60) days of ratification, the parties agree to establish a working group comprised of two union and two employer representatives. This working group will:

- establish their terms of reference which will include a review of past practices;
- review the current harassment and discrimination investigation process as established in Article 11.12 and MOA #7; and
- make written recommendations to the parties for the next round of bargaining thirty (30) days prior to the expiry of this collective agreement. Recommendations may include consideration of a joint oversight committee.

LETTER OF UNDERSTANDING

GENDER AFFIRMING CARE

The parties agree to refer the issue of Gender Affirming Medical Care to the Joint Benefits Committee, established under MOA #5, for the purpose of making recommendations on improving accessibility and services under the Employer's Extended Healthcare Plan in support of trans and gender-nonconforming employees. The Union will contact the employer about a scheduling a meeting.

MEMORANDA OF AGREEMENT

BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA

AND

UNIFOR AND ITS LOCAL 2025

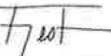
The following Memoranda of Agreement shall be effective on the date of ratification of the collective agreement unless otherwise explicitly specified, and shall be considered part of this collective agreement.

SIGNED AT OTTAWA THIS 20th DAY OF September, 2021.

FOR THE EMPLOYER



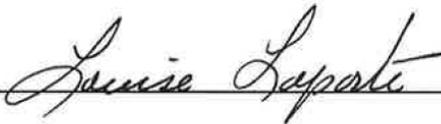

Suzanne Brandon (Feb 16, 2022 09:55 EST)



FOR THE UNION








M. Victoria Gibb-Carsley (Feb 18, 2022 09:53 EST)

MEMORANDUM OF AGREEMENT #1
BETWEEN
THE PUBLIC SERVICE ALLIANCE OF CANADA
AND
UNIFOR AND ITS LOCAL 2025
EXCLUDED POSITIONS

- 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.

2) In the event the Employer intends to create a position not listed in paragraph 1 (c) above that in its view should be excluded from the bargaining unit represented by Unifor, Local 2025:

- a) The Employer shall notify the Union of its intent to create the position and within ten (10) days of being notified, the Union shall advise the Employer whether it objects to the exclusion of the position. If the Union does not object to the exclusion within ten (10) days, the Union shall be deemed to have agreed to such exclusion.
- b) If the Union objects to the exclusion within ten (10) days, the Employer shall engage in discussions with the Union with a view to settling the issue through agreement.
- c) In the event agreement is not reached, the issue will be resolved either through referral to a mutually agreed upon arbitrator, or through referral to the Ontario Labour Relations Board pursuant to Section 114(2) of the Act.
- d) The foregoing shall not preclude the Union from challenging the position's exclusion where the duties actually assigned do not include managerial functions or employment in a confidential capacity in matters relating to labour relations by referral to the Ontario Labour Relations Board pursuant to Section 114(2) of the Act.

MEMORANDUM OF AGREEMENT #2

BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA

AND

UNIFOR AND ITS LOCAL 2025

DECENTRALIZE DUTIES AND/OR RESPONSIBILITIES

The parties agree that prior to any decision being made by the Alliance Executive Committee to decentralize duties and/or responsibilities from the Headquarters' area to the regions, the Employer shall engage in meaningful consultation with the Union.

The Employer agrees that if the existing positions covered by this Agreement, or a substantial part of the functions of these positions, are moved or otherwise transferred to a location(s) outside the geographic area of the bargaining unit, this Collective Agreement shall thereupon also be applicable at the new location(s).

The general provisions of the Technological Change Article of the Collective Agreement shall apply once notification of intent has been given to Unifor, Local 2025 by the Employer.

MEMORANDUM OF AGREEMENT #3

BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA

AND

UNIFOR AND ITS LOCAL 2025

EMPLOYEE-INITIATED POSITION EXCHANGES

The parties hereby agree that the following provisions will apply to employee-initiated position exchanges:

1. Proposed position exchanges must be employee-initiated, and the period of the position exchange must be indicated at the outset. It must not be for a period of less than six (6) months or more than two (2) years. All position exchange proposals are subject to the approval of the Employer.
2. Employees involved will continue to occupy their respective substantive positions and each will be paid accordingly. Acting pay provisions will not apply to the position exchange.
3. Employees participating in a position exchange agree to:
 - a) properly brief the other position exchange employee as outlined in a preparation plan that will be prepared by the position exchange employees and their respective supervisors;
 - b) serve as a resource person to the other position exchange employee throughout the period of the position exchange.
4. The Employer or an employee participating in a position exchange can, providing a three (3) week notice is given to the Director, Human Resources and Information Management Branch, cancel a position exchange.

MEMORANDUM OF AGREEMENT #4

BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA

AND

UNIFOR AND ITS LOCAL 2025

PRINCIPLES OF REORGANIZATION

The Employer recognizes that all employees covered by this Collective Agreement between Unifor, Local 2025 and the Public Service Alliance of Canada will be directly or indirectly affected by organizational re-structuring, including downsizing and regionalization. While the Employer remains committed to the no lay-off clause, it is also recognized that additional steps need to be taken to protect employees' income security and job satisfaction. The Employer further commits to the principle that decisions regarding changes to where employees work, what employees do, and the conditions under which work is performed will be made in meaning full consultation with the Union.

To that end, the Union and the Employer hereby agree that the impact on employees of all decisions regarding reorganizational restructuring of the PSAC, including downsizing and regionalization will be subject to meaningful consultation between the Employer and the Union.

The following list contains the principles that both parties agree will premise these discussions.

1. In reorganization and/or downsizing the parties will consider proactive Employment Equity as criteria in making their decisions.
2. The Employer agrees to make every reasonable effort to ensure there will be no mandatory re-locations.

3. Probation will be waived where appropriate as indicated in 32.13 of the Collective Agreement.
4. Career and retraining counselling will be made available to affected employees. Career counselling will include the development of a training plan for employees who will have to be re-trained to maintain their employment.

MEMORANDUM OF AGREEMENT #5

BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA

AND

UNIFOR AND ITS LOCAL 2025

BENEFITS COMMITTEE

- 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.

MEMORANDUM OF AGREEMENT #6
BETWEEN
THE PUBLIC SERVICE ALLIANCE OF CANADA
AND
UNIFOR AND ITS LOCAL 2025
SUMMER STUDENT EMPLOYMENT

Preamble:

The parties recognize the importance of building relationships between the labour movement and post-secondary students. There is a critical need for the labour movement to increase its relevance to youth. There is an additional need for students to secure skill-building opportunities through student employment. The hiring of students will be in accordance with the PSAC employment equity plan.

Principles:

The following principles will guide our work in the area of student employment at the PSAC:

- a) student employment will have the primary objective of developing employment skills of selected students. An additional objective will be to ensure that the work of the students furthers the objectives of the PSAC and the labour movement in general;
- b) the student policy should not detract from our desire to increase and improve our experience with developmental positions for Unifor members;
- c) demonstration that an appropriate support and mentoring by supervisors and co-workers will be put in place and will be required prior to the final approval of the student employment project;

- d) bargaining unit positions shall not be reduced as a result of the work of students under this policy.

As such the parties agree as follows:

1. This Memorandum of Understanding (“MOU”) is meant to clarify and harmonize the terms and conditions of students employed by the PSAC. The terms set forth in this MOU are meant to apply from the date of signature of the collective agreement.
2. The Public Service Alliance of Canada and Unifor (“The Parties”) agree that students employed by PSAC in Headquarters shall be members of the Union.
3. The Parties agree that the terms and conditions set forth in the Collective Agreement do not apply to student employees except for the provisions outlined in Articles 11, 24, 25, 35, 36 and 40 (except 40.13).
4. The Parties agree that the following terms and conditions of employment shall apply to student employees working out of Headquarters:
 - a. 35-hour work week and minimum hourly salary as set out in Appendix “A”;
 - b. All hours worked over and above the weekly 35 hours, which may be scheduled on any day of the week including Saturday or Sunday, will be paid at time and one half (1 ½);
 - c. Furthermore, all hours worked over and above 35 hours must be pre-approved by the relevant Director or Coordinator and will be recorded on the appropriate form.
 - d. Annual Leave credits will accrue at 1 ¼ days for each calendar month in which a student employee earns at least 70 hours of pay. Should there be annual leave credits remaining at the end of the student’s term assignment, it will be calculated in hours and paid out at the student’s hourly rate of pay.

- e. Sick Leave credits will accrue at 1 $\frac{1}{4}$ days for each calendar month for which the student employee receives pay for at least 70 hours. Sick leave credits do not have a monetary value.

- g. One (1) floating day to be taken as leave during the length of the student's term assignment.

MEMORANDUM OF AGREEMENT #7

BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA

AND

UNIFOR AND ITS LOCAL 2025

**UNION-MANAGEMENT CONSULTATION ON INVESTIGATIONS TAKING
PLACE UNDER ARTICLE 11**

The Parties agree that during the life of this collective agreement, they shall meet to develop a pool of potential harassment and discrimination investigators who:

- have knowledge and experience in various types of discrimination and harassment situations;
- have investigation experience;
- have an understanding of a unionized work environment;
- are impartial;
- are external to the PSAC.

The Parties further agree to meet and develop a standard template terms of reference for harassment and discrimination investigations.

The Parties agree to commence work on this within ninety (90) days after the signing of the collective agreement.

Subject to agreement on the number of union representatives who will be appointed by the union to participate in this process, the employer will grant leave with pay and pay for all costs related to the union representative(s) participation in this committee.

MEMORANDUM OF AGREEMENT #8
BETWEEN
THE PUBLIC SERVICE ALLIANCE OF CANADA
AND
UNIFOR AND ITS LOCAL 2025
SOCIAL JUSTICE FUND

The Employer shall on May 1st of each year of the Collective Agreement remit \$5,000 to Unifor's Social Justice Fund.

MEMORANDUM OF AGREEMENT #9
BETWEEN
THE PUBLIC SERVICE ALLIANCE OF CANADA
AND
UNIFOR AND ITS LOCAL 2025
WORK OF NATIONAL AND REGIONAL EDUCATION STAFF

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.

MEMORANDUM OF AGREEMENT #10
BETWEEN
THE PUBLIC SERVICE ALLIANCE OF CANADA
AND
UNIFOR AND ITS LOCAL 2025
WORKING IN FRENCH AT THE PSAC

The following is to be read in accordance with the employer's Policy on the Right to Work in French at PSAC.

PSAC is committed to recognizing the right of francophones to work in French in the regions that are designated bilingual for the purposes of work, by the Official Languages Act. This includes employees working at PSAC headquarters and in the regional offices in the National Capital Region, Sudbury and Moncton.

PSAC will proactively support the use of French in meetings, written and oral communications and other events.

It will promote a workplace culture where French is recognized and valued, and where it is presumed that Francophones do indeed want to work in French.

PSAC recognizes that all staff have a right to "central" services in French, irrespective of where they live (payroll, benefits, etc.)

PSAC will promote a culture of "passive bilingualism" where everyone is encouraged to express themselves in the official language of their choice, at PSAC headquarters and in the regional offices in the National Capital Region, Sudbury and Moncton.

PSAC will implement procedures and programs to support Anglophones who are not fluent in the second official language, when they need to

interact with Francophones such as whisper interpretation, translation services, cultural interpretation, etc.

MEMORANDUM OF AGREEMENT #11
BETWEEN
THE PUBLIC SERVICE ALLIANCE OF CANADA
AND
UNIFOR AND ITS LOCAL 2025
DEVELOPMENTAL POSITIONS

The purpose of developmental positions is to provide employees with an opportunity to develop skills and competencies to assist in their career progression.

In order to be eligible to apply for a developmental position, the employee must hold an indeterminate position in the bargaining unit and have at least one year of continuous service.

Priority will be given to applicants who have self-identified in one of the equity groups for which the PSAC Employment Equity Plan has identified an actual or a potential representation gap.

Where employees are selected for developmental positions, their substantive positions shall be backfilled for the duration of the assignment.

The Employer shall provide a work plan that includes regular feedback in consultation with the employee. The Local President shall be provided with a copy of the work plan for review and feedback.

Employees selected shall normally be assigned to work with experiences employees as identified in the work plan.

Developmental positions shall not exceed a period of one (1) year unless otherwise agreed by the parties.

Employees selected shall be paid at the increment level above their current rate of pay or in the next higher pay band that provides not less than a four

percent (4%) increase, for the duration of the developmental assignment, unless the developmental assignment is in the same pay band.

The Employer commits to offering one (1) development position for the remaining duration of the Collective Agreement term.

MEMORANDUM OF AGREEMENT #12
BETWEEN
THE PUBLIC SERVICE ALLIANCE OF CANADA
AND
UNIFOR AND ITS LOCAL 2025
STAFFING PRACTICES

The Employer is committed to developing a strategy that ensures consistent staffing practices throughout the organization. This strategy shall be developed in consultation with the staff.

MEMORANDUM OF AGREEMENT #13
BETWEEN
THE PUBLIC SERVICE ALLIANCE OF CANADA
AND
UNIFOR AND ITS LOCAL 2025
ROLE OF ELECTED OFFICERS IN STAFF RELATIONS

PSAC Elected Officers have a democratic right and responsibility to set the strategic direction of the Union; and to ensure that members' rights are upheld and protected.

UNIFOR Local 2025 members have the right to expect clear direction and transparent lines of accountability for performance of their duties.

Regional Executive Vice-President (REVP) and Component Officers work with UNIFOR Local 2025 members in many settings that require the exchange of information and discussion of direction and workload priorities.

If a UNIFOR Local 2025 member believes that a conflict in workload priorities or direction exists and cannot satisfactorily resolve this with the REVP or Component Officer, the member has the right to refer the matter to their direct supervisor or Branch Director, who are responsible for the supervision of staff.

MEMORANDUM OF AGREEMENT #14
BETWEEN
THE PUBLIC SERVICE ALLIANCE OF CANADA
AND
UNIFOR AND ITS LOCAL 2025
WORKLOAD AND STAFFING LEVELS

A joint union-management committee will be established to review workload issues, staffing and service to members. The committee will be composed of up to three (3) union and three (3) employer representatives.

The joint committee will meet twice a year and will provide recommendations to the employer.

Committee discussions will include the feasibility of hiring staff capable of filling the basic requirements of identified positions for the purposes of reinforcement.

The joint committee will take into account the National Standards of Canada for Psychological Health and Safety in the Workplace when making recommendations.

The joint committee will be established within ninety (90) days of the signing of the collective agreement.

MEMORANDUM OF AGREEMENT #15
BETWEEN
THE PUBLIC SERVICE ALLIANCE OF CANADA
AND
UNIFOR AND ITS LOCAL 2025
NATIONAL WORKING GROUP ON MENTAL HEALTH

PSAC and Unifor Local 2025 recognize the importance of ensuring a workplace culture that promotes and improves the psychological health and safety of all employees in the workplace.

The Employer is committed to developing a strategy to address mental health in the workplace. This strategy shall be developed in collaboration with the internal staff unions through a National Working Group on Mental Health. This strategy may include the development of policies, guidelines and/or initiatives such as training.

The National Working Group on Mental Health is established with a long-term focus and commitment from senior leadership of the parties. It will consider the unique challenges and impact of working in a political environment. It will focus on continuous improvement and the successful implementation of measures to improve mental health in the workplace.

The National Working Group on Mental Health will provide a report of recommendations to the Leadership of both parties by (date to be determined by the National Working Group on Mental Health). The recommendations will include a detailed work plan as well as target dates for its completion. The members of the National Working Group on Mental Health may, by mutual agreement, extend this period.

Without limiting the National Working Group's determination of its responsibilities, these will include:

- Identifying ways of reducing and eliminating the stigma in the workplace that is too frequently associated with mental health issues;
- Identifying ways to better communicate the issues of mental health challenges in the workplace and tools such as existing policies, legislation and directives available to support employees facing these challenges;
- Reviewing practices from other jurisdictions and employers that might be instructive for the PSAC;
- Ensuring that psychological health and safety forms part of the organizational decision making process in the workplace;
- Identifying how implementation of the National Standard of Canada for Psychological Health and Safety in the Workplace (the Standard) may best be achieved within the PSAC;
- Seeking input from the Health and Safety Committees and Joint Employment Equity Committees;
- Outlining any possible challenges and barriers that may impact the successful implementation of mental health best practices; and
- Outlining areas where the objectives reflected in the Standard represent a gap with existing approaches within the PSAC. Once identified, make ongoing recommendations to the Leadership of the parties on how those gaps could be addressed. The National Standard for Psychological Health and Safety in the Workplace should be considered a minimum standard that the Employer's policies may exceed.

PSAC will establish an aggregated data collections process to support the National Working Group on Mental Health and measure the successful implementation of the Standard. The data required will be at the discretion of the National Working Group on Mental Health.

The National Working Group on Mental Health will be comprised of Union and Employer representatives. The Leadership of the parties is responsible

for determining the number and the identity of their representatives, with the goal of cross organization representation.

The National Working Group shall meet with no loss of pay incurred. When it is agreed by the Working Group Co-Chairs that travel is required, employees will be reimbursed for travel expenses in accordance with the collective agreement.

MEMORANDUM OF AGREEMENT #16
BETWEEN
THE PUBLIC SERVICE ALLIANCE OF CANADA
AND
UNIFOR AND ITS LOCAL 2025
VACATION LEAVE EXCESS

On June 1, 2021 all vacation leave acquired prior to that date will be converted into a monetary amount based on employee's current salary and placed in a separate bank to be used or cashed out. As of June 1, 2021 the employer will be strictly applying the carry-over provision in article 15.11.

MEMORANDUM OF AGREEMENT #17
BETWEEN
THE PUBLIC SERVICE ALLIANCE OF CANADA
AND
UNIFOR AND ITS LOCAL 2025
PENSION BENEFITS

The employer agrees to continue its practice of reviewing on an annual basis the impact of the indexation cap on pension plan members. Where, possible the employer will consider adjusting the pension benefits to the level that the affected plan members would have attained had the indexation cap not been implemented.

MEMORANDUM OF AGREEMENT #18
BETWEEN
THE PUBLIC SERVICE ALLIANCE OF CANADA
AND
UNIFOR AND ITS LOCAL 2025
SPECIAL PENSION ALLOWANCE

The Parties have agreed to a Special Pension Allowance (“SPA”), equivalent to 2.9% of base salary commencing July 1, 2020, with the underlying intention being to alter the effective pension plan contribution ratio to 60% Employer and 40% Employee.

The SPA shall be considered as pensionable income under the pension plan.

Payment of the SPA and any retroactive amounts will be paid within sixty (60) days of the PSAC Pension Plan Text being amended to include and permit the pensionable effect of the SPA. Should the plan text be amended to match the contribution ratio intended to be effectuated by the SPA, on the date of implementation of the new plan language, this Memorandum of Agreement will become null and void.

MEMORANDUM OF AGREEMENT #19
BETWEEN
THE PUBLIC SERVICE ALLIANCE OF CANADA
AND
UNIFOR AND ITS LOCAL 2025
RETIREE BENEFITS

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.

MEMORANDUM OF AGREEMENT #20

BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA

AND

UNIFOR AND ITS LOCAL 2025

DEVELOPMENT OF A REMOTE WORK POLICY

The Employer and Union agree to the following:

- The Employer shall develop a draft Remote Work Policy within 90 days of the signing of the Collective Agreement.
- All terms and conditions of remote work arrangements shall be outlined in this Remote Work Policy.
- A consultation period with the Unions will be initiated following the drafting of said policy.

MEMORANDUM OF AGREEMENT #21

BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA

AND

UNIFOR AND ITS LOCAL 2025

CONFLICT RESOLUTION AND
RESTORATIVE/TRANSFORMATIVE JUSTICE

The parties agree that when conflict arises in the workplace, it can create an opportunity for healthy discussion, growth and a chance to build empathy within our workplace and each other.

The parties recognize that there are circumstances where a restorative or transformative approach to conflict would be beneficial to all parties involved and would foster a healthier workplace.

The parties agree to establish a working group comprised of at least two (2) Union Representatives and two (2) Employer Representatives within ninety (90) days of the signing of the Collective Agreement. The purpose of the working group will be to:

- Develop terms of reference for the working group;
- Develop guidelines for restorative and/or transformative approaches to conflict; and
- Recommend activities and training to raise awareness about restorative and transformative approaches to conflict.

MEMORANDUM OF AGREEMENT #22

BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA

AND

UNIFOR AND ITS LOCAL 2025

TRANS AND GENDER VARIANT INCLUSION

The parties agree that trans and gender-variant inclusion are an important part of building a safe, oppression-free workplace.

The parties agree to establish a working group comprised of at least two (2) Union Representatives and two (2) Employer Representatives within ninety (90) days of the signing of the Collective Agreement. The purpose of the working group will be to:

- Develop terms of reference for the working group;
- Assess the workplace for barriers to trans and gender-variant inclusion;
- Develop guidelines for explicit and visible trans and gender-variant workplace inclusion; and
- Recommend activities and training to remove gender stereotyping and gender assumptions.

MEMORANDUM OF AGREEMENT #23

BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA

AND

UNIFOR AND ITS LOCAL 2025

ARTICLING STUDENT

The Union and the Employer have a shared concern regarding the development of the workforce and creating an environment supportive of an inclusive culture.

The parties agree to work towards the on boarding an Indigenous Articling Student for one year.

1. The employer will work with the Union to ensure that we adhere to the rigorous reporting obligations.
2. ensure that the student has the necessary supports in place, including supervising support and support from colleagues.

The Employer will meet with Unifor over the course of the Agreement with the intent of developing a more regular on boarding process for Articling Students.

The PSAC will examine all options that will improve the onboarding of Articling Students over the course of the This Collective Agreement and will report back on the recommendations.

MEMORANDUM OF AGREEMENT #24

BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA

AND

UNIFOR AND ITS LOCAL 2025

NATIONAL DAY FOR TRUTH AND RECONCILIATION

The Parties agree that the National Day for Truth and Reconciliation, September 30th, is a day to reconfirm the PSAC's commitment to an inclusive and barrier free workplace for all Indigenous staff.

The parties agree to establish a joint committee to plan annual events to commemorate September 30th.

MEMORANDUM OF AGREEMENT #25

BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA
("EMPLOYER")

AND

UNIFOR AND ITS LOCAL 2025
("UNION")

LAW SOCIETY FEES

WHEREAS the Union filed grievances relating to the retroactively applicable professional fees assessed by law societies against members of the bargaining unit;

AND WHEREAS members of the bargaining unit who are licensees raised collective concerns in the letter to the Employer dated March 9, 2021 (the "Letter") with respect to their law society status;

AND WHEREAS the Employer shares the Union's concerns and wishes to take action to address the situation faced by Employees who are law society members;

AND WHEREAS the Parties hereby agree that being a licensee of a law society is not a requirement of an Employee's position unless specifically stated in their Job Description;

NOW THEREFORE, the parties agree as follows:

1. The Employer will pay the cost of all retroactively applicable professional fees as assessed by the law society of the province or territory where they reside or work for the retroactive period of the employee's employment at PSAC, provided the duties constitute the 'practice of law' in the opinion of the employee's respective law society. The Employee will present either proof of payment or the invoice to the Employer for reimbursement or payment of said retroactive fees.

2. The Employer agrees to pay the full cost of any and all applicable law society fees in addition to any Restricted Appearance Certificates (or similar), as may be deemed necessary by the law society for the employee to carry out the work assigned.

3. The Employer agrees to pay the full cost of any professional indemnity insurance premiums as required by the law society or its insurance plan to carry out the duties of the employee's position, unless the employee is exempted from the requirement to pay such insurance premiums by the law society or its insurance plan.

4. The Employer also agrees to pay the full cost of all retroactively applicable professional indemnity insurance premiums, and/or debts owing as a result, if deemed necessary through an assessment by the legal professional insurer and as required by the law society to carry out the duties of the employee's position for the period of the employee's employment at PSAC.

5. The Employer reserves the right to challenge the Law Society's determination and the employee shall fully cooperate. Should the Employer be successful in its challenge to the law society and have it reversed, the Employee agrees to repay to the Employer any amount received or accounted for the period of time during which they occupied a position for which they were not required to be fully licensed and for which they have been reimbursed by the law society.

6. The Employer will be responsible for any financial penalties, course costs, and/or time taken to perform professional development work imposed or mandated by any law society against any employee as a result of any finding that they have practiced law without proper licensing with the law society in the performance of work assigned by the employer.

7. Notwithstanding the employee's status as defined by their law society, the employee shall present themselves by their job title in the performance of their duties.

8. The Parties agree that this Memorandum of Agreement fully and finally resolves all matters raised in the letter from the employees to the Employer dated March 9, 2021.

9. Any grievance filed in any way related to law society fees will be withdrawn upon reimbursement of the outstanding invoice and will not be re-filed in whole or in part by either the Employee or the Union.

10. The Parties agree to implement these terms immediately upon the signing of this Memorandum of Agreement.