

PROPOSALS TO AMEND THE COLLECTIVE AGREEMENT NON-MONETARY

Between

PUBLIC SERVICE ALLIANCE OF CANADA (PSAC)

and

UNIFOR AND ITS LOCAL 2025



UNIFOR LOCAL 2025 REQUESTS THAT THE PUBLIC SERVICE ALLIANCE OF CANADA (PSAC) DISCLOSE ANY AND ALL INFORMATION WITH RESPECT TO PLANNED OR PREDICTED CHANGES THAT MAY AFFECT THESE NEGOTIATIONS. THE UNION RESERVES THE RIGHT TO ADD, DELETE, MODIFY OR ALTER THESE PROPOSALS AT ANY TIME, DURING NEGOTIATIONS.

ANY ARTICLES OR LETTERS OF UNDERSTANDING NOT DISCUSSED ARE CONSIDERED NO CHANGE OR UPDATE.

ALL PROPOSED OR AMENDED LANGUAGE IN THE UNION'S PROPOSALS ARE UNDERLINED, DELETIONS ARE IN STRIKEOUT.

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Non-Monetary Proposals

Article 1 - Purpose of Agreement - Renew

#1 Article 2 - Definitions

NEW d) "compressed day off" means a day where the employee is on leave because they avail themselves to the alternate hours of work arrangement as per Article 13.01 c).

NEW f) "dependent": in addition to dependents for the purpose of benefits coverage under the PSAC Welfare and Benefits plan as per Article 27, "dependent" also includes an elder or family member to whom the employee has a duty to care.

Article 3 - Application - Renew

Article 4 - Management Rights - Renew

#2 Article 5 - Recognition

NEW 5.02 The Employer recognizes that Appendix XX list all the positions represented by the Union and any changes to this list has to be agreed by the Union.

Article 7 - Union Security - Renew

Article 8 - Retention of rights and privileges - Renew

Article 9 - Information to the Union - Renew

The Union will inform the Employer about its difficulties to accessing the information

Article 10 - Information to Employees - Renew

#3 Article 11 - No 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.

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

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 complainant may request any such measures at any time. Every effort will be made to keep the grievor complainant in the workplace. Where the grievor complainant cannot be maintained in the workplace or given alternate work assignments, the grievor complainant will be provided leave with pay pending the outcome of the investigation.

a) The Employer shall grant time off with pay to the grievor complainant, the grievor's complainant'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.

11.19 The grievance process will be handled with all possible confidentiality. The Employer will not disclose the name of a grievor complainant 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.

NEW 11.26 In cases involving sexual harassment, discrimination, other forms of harassment, misconduct and/or bullying and where the complaint has been founded, the Employer shall not use non-disclosure agreements (NDAs) in the resolution and settlements of these cases, unless requested by the complainant.

Article 12 - Restriction on Outside Employment - Renew

#4 Article 13 - Hours of Work

Alternate schedule

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 of two (2) weeks the employee works an average of thirty-five (35) hours per week and no more than eight (8) hours and seventy-five (75) minutes on any individual day. 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.

#5 Remote Work - RESERVED

We will table our demands on Remote work at a later date.

#6 Article 15 - 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. The employer shall not require notice of more than 30 days in advance of the commencement of such leave.

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.

The employer shall not unreasonably enforce a cap on the number of consecutive weeks that an employee can request vacation leave.

Article 18 - Designated Paid Holidays - Renew

Article 19 - Severance Pay - Renew

Article 20 - Pay and Classification - Renew

The Union is willing to have a discussion with the Employer about classification

#7 Article 22 - Relocation

22.01 Unless otherwise specified in this Agreement, the provisions of National Joint Council Relocation Directive shall apply to all employee relocation approved by the Employer.

#8 Article 24 - No strike - no lockout

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

Article 25 - Grievance Procedure - Renew

#9 Article 26 - Joint Consultation

NEW 26.06 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.

(NOTE: This will replace MOA#24)

Article 30 - Lay-off - Renew

#10 Article 31 - Probation for new employees

31.01 New indeterminate employees shall be considered on probation for a period of ~~twelve (12)~~ six (6) 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 and the Union, in writing, of such extension of probationary period with reasons for extension. Extension of probationary periods will not exceed a total of ~~six (6)~~ three (3) 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 and the Union in writing. If the Employer does not release the employee during the probationary period then the probation period will be deemed to have been completed successfully.

#11 Article 32 - Promotions and Appointments

32.02 Competition Factors

c) If a term position covered by this collective agreement has been renewed two (2) consecutive times, the Employer has to open a competition for this position to all employees of the bargaining unit (in accordance to Article 32).

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)~~ three (3) 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)~~ three (3) months of work in the position excluding the time spent while on language training.

32.08 Term employees are not eligible to apply in closed competitions before they have completed ~~six (6)~~ three (3) months of continuous employment.

32.13 Bilingual Positions

c) If a position is identified as bilingual by the Employer, ~~term and~~ 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.

NEW d) As per Article 28.09, the Employer will provide language training for the employees in their new bilingual position. This training will continue until the employee meets the language requirement for the position up until the end of the two (2) years period.

32.15 Employment Equity and Joint Employment Equity Committee -RESERVED

The Union wishes to enter into a discussion with the Employer on this article

32.15 c) Unifor, Local 2025 will name ~~one~~ two representatives from the bargaining unit. There will be an equal number of Union and Employer representatives on the Joint Employment Equity Committee.

#12 Article 32A - Term Employment

32A.05 Any term who has been continuously employed for a period of ~~three (3)~~ two (2) 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.

Article 34 - Call Back - Renew

Article 35 - Discipline - Renew

ARTICLE 35A COOLING OFF PERIOD - Renew

Article 37 - Part-time Employees - Renew

#13 Article 38 - Technological Change

38.07 Whenever new hardware, software, application or web-based application is introduced by the Employer to the employee's job on the computers, tablets or telephones provided by the Employer to the employee, the employee using the new hardware, software, application or web-based application 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.

NEW 38.08 The Employer will provide training for all new hardware, software, application or web-based application and will delay the use of such hardware, software, application or web-base application until a majority of employees have been properly trained and can use the new technology in their daily work.

NEW Digital Privacy

NEW 38.09 The Employer shall respect the Employee's reasonable expectation of privacy when communicating by electronic means. This does not preclude the Employer from conducting routine network maintenance and administration procedures to ensure reliability and traffic flow, nor from meeting its obligations to ensure due diligence against misuse or liability arising from material that is illegal, offensive or otherwise inappropriate.

NEW 38.10 The Employer shall inform the employees in advance of personal information collected, used and disclosed through workplace electronic means. Information collected for a specific purpose shall not be used for an unrelated purpose without the employee's consent.

NEW 38.11 The Union and the employees shall be allowed to communicate with each other on Union related matters using the Employer's e-mail and network systems. The Employer shall not monitor or restrict Union electronic communications. In all other respects, Union communications shall be considered as private and confidential correspondence.

#14 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.

#15 Article 40 - Health and Safety

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~~ the employer has a duty to accommodate the injured employee as per article 11.02.

#16 40.14 - Right to Disconnect

No change to the article, only adding a subtitle

Article 42 - One Year Position Protection - Renew

Article 43 - Deferred Salary Plan - Renew

Article 44 - Income Averaging Leave - Renew

**#17 Article 46 - Assignment of Work
New numbering for 46.01 and a new 46.02**

46.01 a) 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.

b) 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.

c) 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.

d) 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.

46.02 a) Regional Executive Vice-Presidents (REVPs) and Component elected Officers shall not be directly involved in the assignment of work and/or the supervision of Unifor local 2025 members. REVPs will direct their Assistant and the Regional Communications Political Officer.

b) This shall not prevent Unifor 2025 members, who have been assigned work by their direct supervisor to work on specific projects with an REVP, from receiving direction from the REVP on these projects. In no instance will a Component elected Officer direct the work of a Unifor 2025 member.

Article 47 - Staff Conference - Renew

#18 Article 48 - Modification, Term, Renewal of Agreement - RESERVED

Appendix B - Level Structure for the New Classification Plan - Renew

Appendix C - Conversion Rules - Renew

Appendix E - Deferred Payment Plan Regulations - Renew

Appendix F - Application for Leave with Income Averaging Arrangement - Renew

Letter of Understanding - Scheduling Committee Representation and Legal Services Branch - Renew

Letter of Understanding - Grievance HR66-1-WHI-15 - RESERVED

Letter of Understanding - Investigations - RESERVED

Letter of Understanding - Gender Affirming Case - RESERVED

Memoranda of Agreement (page 138) - Reserved

Memorandum of Agreement #1 - Excluded Positions - Renew

MoA #2 - Decentralize Duties and/or Responsibilities - Renew

MoA #3 - Employee-initiated exchanges - Renew

MoA #4 - Principles of Reorganization - Renew

**#19 MoA #6 - Summer-Student Employment
(Only change is in the title)**

MoA #7 - Union-Management Consultation on Investigations Taking Place Under Article 11 - RESERVED

#20 MoA #8 - Social Justice Fund – Renew with notice.

MoA #9 - Work of National and Regional Education Staff - Renew
Unifor 2025 and the Employer are currently discussion on this matter.

MoA #10 - Working in French at the PSAC - Renew

MoA #11 - Developmental Positions - Renew

#21 MoA #12 - Staffing Practices

The strategy will take into account excluded (managerial) positions. The Employer shall advertize all managerial positions to the members of the bargaining unit.

#22 MoA #13 - Role of Elected Officers in Staff Relations - Delete

The Union has a new Article 46.02

MoA #14 - Workload and Staffing Levels - Renew

#23 MoA #15 - National Working Group on Mental Health - DELETE

The Union will include elements of MOA 15 in Article 40

MoA #16 - Vacation Leave Excess - Renew

MoA #20 - Development of Remote Work Policy - Delete

MoA #21 - Conflict Resolution and Restorative / Transformative Justice - Renew

MoA #22 - Trans and Gender Variant Inclusion - Renew

MoA #23 - Articling Student - Renew

#24 MoA #24 - National Day for Truth and Reconciliation - DELETE

The Union is moving content of MoA 24 into Article 26.06

#25 NEW APPENDIX XX - Positions covered by this collective agreement

As per Article 5.02, this is the list of all positions covered by this collective agreement. The Employer can amend this list only after a written agreement with the Union.

The Union reserves the right to modify this list once it has received a current list from the Employer.

Essential Services and Exclusions Officer
Administrator, Conventions, Conferences and Projects
Alternative Dispute Resolution Officer
Application Programmer/Administrator
Classification and Equal Pay Officer
Classification and Equal Pay Specialist/Negotiator
Communications Officer
Convention, Conferences and Project Officer
Data and Analytics Officer
Database and Application Support Analyst
Editor, Language Services
Essential Services Agreement/Exclusion Officer
Finance Officer
Graphic Designer
Grievance and Adjudication Analyst
Grievance and Adjudication Officer
Grievance and Adjudication Officer - Halifax
Grievance and Adjudication Officer - Toronto
Grievance and Adjudication Officer - Vancouver
Grievance and Adjudication Officer, Classification
Grievance and Adjudication Officer, Phoenix
Human Rights Officer
Human Rights/Aboriginal Rights Officer
Information Advisor
IT Acquisition Officer
IT Project Management Officer
JLP Facilitator
Legal Officer
Member Information Officer

Membership Dues and Information Management Officer
MIM Developmental
National Communications Officer
National Education Development Officer
National Health & Safety Officer
National Political Action Officer
National Strike Mobilization Project Officer
Negotiator
National Joint Council /PMS Officer
Organizing Program Officer
Pension & Disability Insurance Officer
Procurement Officer
Program Officer - Joint Learning Program
Records & Information Management Officer
Regional Education Officer - Atlantic
Regional Education Officer - BC
Regional Education Officer - NCR
Regional Education Officer - Ontario
Regional Education Officer - Prairies
Regional Negotiator - Atlantic
Regional Negotiator - BC
Regional Negotiator - Prairies
Regional Negotiator Toronto
Research Officer
Senior Financial Officer - Joint Learning Program JLP
Senior Grievance and Adjudication Analyst
Senior Research Officer
Social Justice Fund Advisor
Social Justice Fund Officer
Special Projects Officer
Strike Mobilization Project Officer
Supervisor Finances
Systems & Network Support Analyst
Technical Support Officer

Translator
User Support Analyst
Web Administrator - Joint Learning Program JLP
Web Developer-Digital Media
Women's and Human Rights Program Officer
Work Reorganization Officer