



PARKS CANADA AGENCY

BARGAINING DEMANDS

January 30, 2019

Preamble:

This document represents the bargaining proposals of the Public Service Alliance of Canada for this round of negotiations. These proposals are being submitted without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

The Public Service Alliance of Canada reserves the right to add to, amend, modify, and withdraw its proposals at any time during collective bargaining, to introduce counter-proposals to the Employer's demands, and to introduce new demands that might emerge from discussions at the bargaining table or from new information obtained during negotiations.

The workers covered under this agreement work proudly on behalf of Canadians. Accordingly, the Union is introducing language, and reserves the right to introduce additional language, to maintain and improve the quality and level of the public services provided to Canadians.

Where the word RESERVE appears, it means that the Union reserves the right to make proposals at a later date.

If neither party has a proposal on a specific clause or article or memorandum of understanding, that clause or article or memorandum shall be renewed.

Finally, the Union requests of the Employer disclosure of any plans for changes at its administrative or workplace level that may affect this round of negotiations, and reserves the right to make additional proposals after receiving this information.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

“family” except where otherwise specified in the Agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner residing with the employee), child (including child of common-law partner), stepchild, foster child or ward of the employee, grandchild , father-in-law, mother-in-law, daughter-in-law, son-in-law, **sister-in-law, brother-in-law**, the employee’s grandparents and relative permanently residing in the employee’s household or with whom the employee permanently resides (~~famille~~), **any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee, a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. (famille)**

ARTICLE 6
AGENCY POLICIES

Amend to read:

6.01

(a) The following Agency policies, as existing on the date of signing of the agreement and as amended from time to time in accordance with this article, shall form part of this agreement:

- (i) Travel
- (ii) Isolated Posts
- (iii) First Aid To The Public
- (iv) Bilingualism Bonus
- (v) Uniforms
- (vi) Staffing**

RESERVE

**ARTICLE 9
INFORMATION**

Amend as follows:

9.01 The Agency agrees to supply the Alliance **and the local, on a monthly basis, with a list of all employee movements (in, out, actings, etc.) in the bargaining unit. The list referred to herein shall include the name, work unit, geographical location, classification of the employee, work email address, and if available, personal email, telephone and mailing address with the data entry log date. Such list shall be provided within one (1) month following the termination of each month. As soon as practicable, the Agency agrees to add to the above list the date of appointment for new employees.** ~~each quarter with the name, geographic location and classification of each new employee.~~

9.02 The Agency agrees to supply each employee with a copy of the collective agreement and will endeavour to do so within one (1) month after receipt from the printer.

**ARTICLE 11
USE OF AGENCY FACILITIES**

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

ARTICLE 12
EMPLOYEE REPRESENTATIVES

12.04

- a. A representative shall ~~obtain the permission of~~ **notify** his or her immediate supervisor before leaving his or her work to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. ~~Such permission shall not be unreasonably withheld.~~ Where practicable, the representative shall report back to his or her supervisor before resuming his or her normal duties.
- b. Where practicable, when management requests the presence of an Alliance representative at a meeting, such request will be communicated to the employee's supervisor.
- c. An employee shall not suffer any loss of pay when permitted to leave his or her work under paragraph (a).

ARTICLE 13
LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

~~13.14 Except where otherwise specified in this article, subject to operational requirements and with reasonable advance notice, T~~the Agency shall grant leave without pay to **an employee who is elected as a full-time official of the Component or Alliance within one (1) month after notice is given to the Agency of such election.** ~~representatives who hold executive positions at the Component or Alliance level in order to represent employees not employed by the Agency.~~ **The duration of such leave shall be for the period the employee holds such office.**

NEW

13.15 The Agency shall advise the Alliance within one week of the hiring of new Alliance-represented employees and shall grant leave with pay to a reasonable number of employees to provide Alliance orientation to all newly-hired Alliance-represented employees.

NEW

13.16 Leave without pay, recoverable by the Agency, shall be granted for any other union business validated by the Alliance with an event letter.

AMEND

~~13.1715- Effective August 1, 2018 and for administrative purposes only, the Agency will continue to pay the employee who has been~~ **Leave without pay granted to an employee under this Article, with the exception of article 13.14 above, will be with pay** ~~leave under articles 13.02, 13.10, 13.12 and 13.13.~~ The Alliance will reimburse the Agency for the salary and benefit costs of the employee during the period of approved leave, within ~~thirty (30)~~ **sixty (60)** days of receiving the request for payment from the Agency according to the terms established by the joint agreement.

RESERVE

ARTICLE 17
NO DISCRIMINATION AND SEXUAL HARASSMENT

Amend as follows:

Change title to: NO DISCRIMINATION, HARASSMENT AND ABUSE OF AUTHORITY

17.02 The Alliance and the Agency recognize the right of employees to work in an environment free from ~~sexual~~ harassment **and abuse of authority** and agree that ~~sexual~~ harassment **and abuse of authority** will not be tolerated in the workplace.

17.03 Definitions:

- a) **Harassment, violence or bullying includes any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation, or other physical or psychological injury, or illness to an employee, including any prescribed action, conduct or comment.**
- b) **Abuse of authority occurs when an individual uses the power and authority inherent in his/her position to endanger an employee's job, undermines the employee's ability to perform that job, threatens the economic livelihood of that employee or in any way interferes with or influences the career of the employee. It may include intimidation, threats, blackmail or coercion.**

17.03-17.04

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

17.05

By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with ~~sexual~~ harassment. The selection of the mediator will be by mutual agreement **and such selection shall be made within thirty (30) calendar days of each party providing the other with a list of up to three (3) proposed mediators.**

17.06

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

17.07

- a) **No Employee against whom an allegation of discrimination or harassment has been made shall be subject to any disciplinary measure before the completion of any investigation into the matter, but may be subject to other interim measures where necessary.**
- b) **If at the conclusion of any investigation, an allegation of misconduct under this Article is found to be unwarranted, all records related to the allegation and investigation shall be removed from the employee's file.**

17.08

At no time may electronic monitoring systems be used as a means to evaluate the performance of employees, or to gather evidence in support of disciplinary measures unless such disciplinary measures result from the commission of a criminal act.

**ARTICLE 18
JOINT CONSULTATION**

NEW

18.01 Senior members of the Agency will meet with senior PSAC officials at least 8 times a year to consult on broad issues impacting PSAC members and the broad health and direction of the Agency.

18.02 ~~18.01~~ The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussion aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.

The Agency shall share all business cases and supporting documents with the union that impact PSAC workers and that include significant changes to the working conditions or job security across the Agency. All business cases involving workplace change shall include an assessment of risk to employee's jobs, working conditions, health and safety (including mental health).

(Consequential renumbering)

18.07 Nothing in this Article exempts the Agency from its obligations with respect to any consultations required by legislation.

ARTICLE 21 TECHNOLOGICAL CHANGES

21.01 The parties have agreed that, in cases where, as a result of technological change, the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, **the relocation of a work unit or work formerly performed by a work unit**, Appendix "K" on Work Force Adjustment will apply. In all other cases the following clauses will apply.

21.02 In this article, "technological change" means:

- a. the introduction by the Agency of equipment, ~~or~~ material, **systems or software** of a different nature than that previously utilized;

and

- b. a change in the Agency's operation directly related to the introduction of that equipment, ~~or~~ material, **systems or software**.

21.03 ~~Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Agency's operations.~~ Where technological change is to be implemented, the Agency will seek ways and means of minimizing adverse effects on employees which might result from such changes.

21.04 The Agency agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than ~~one hundred and eighty (180)~~ **three hundred and sixty (360)** days' written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

21.05 The written notice provided for in clause 21.04 will provide the following information:

- a. the nature and degree of the technological change;
- b. the date or dates on which the Agency proposes to effect the technological change;
- c. the location or locations involved;
- d. the approximate number and type of employees likely to be affected by the technological change;
- e. the effect that the technological change is likely to have on the terms and conditions of employment of the employees affected.

- f. **the business case and all other documentation that demonstrates the need for the technological change and the complete formal and documented risk assessment that was undertaken as the change pertains to the employees directly impacted, all employees who may be impacted and to the citizens of Canada if applicable, and any mitigation options that have been considered.**

21.06 As soon as reasonably practicable after notice is given under clause 21.04, the Agency shall consult meaningfully with the Alliance, **at a mutually agreed upon time**, concerning the rationale for the change and the topics referred to in clause 21.05 on each group of employees, including training.

21.07 When, as a result of technological change, the Agency determines that an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Agency will ~~make every reasonable effort to~~ provide the necessary training during the employee's working hours without loss of pay and at no cost to the employee.

ARTICLE 22 HOURS OF WORK

22.08 Two (2) rest periods of fifteen (15) minutes each shall be scheduled during each normal day for ~~non-operating~~ **all** employees. ~~The Agency agrees, where operational requirements permit, to continue the present practice of providing rest periods for operating employees.~~

Terms and Conditions Governing the Administration of Variable Hours of Work Schedule

22.14 For greater certainty, the following provisions of this agreement shall be administered as provided herein:

- (a) Interpretation and Definitions (clause 2.01)**
"Daily rate of pay" - shall not apply.
- (b) Minimum Number of Hours Between Shifts (Paragraph 22.10 (d) (i))**
The minimum period between the end of the employee's shift and the beginning of the next one shall ~~not~~ apply.
- (c) Exchange of Shifts (clause 22.04)**
On exchange of shifts between employees, the Agency shall pay as if no exchange had occurred.
- (d) Designated Paid Holidays (clause 27.05)**
 - (i) A Designated Paid Holiday shall account for seven decimal five (7.5) or eight (8) hours (in accordance with the Hours of Work Code).
 - (ii) When an employee works on a Designated Paid Holiday, the employee shall be compensated, in addition to the pay for the hours specified in subparagraph (i), at time and one-half (1 1/2) up to his/her regular scheduled hours worked and at double (2) time for all hours worked in excess of her/his regular scheduled hours.
- (e) Travel**
Overtime compensation referred to in clause 29.04 shall ~~only~~ be applicable ~~on a work day for hours in excess of the employee's daily scheduled hours of work.~~
- (f) Acting Pay**
The qualifying period for acting pay as specified in paragraph 58.07(a) shall be converted to hours.

(g) Overtime

Overtime shall be compensated for all work performed on regular working days or on days of rest at ~~time and three-quarter (1 3/4)~~ **double (2) time**.

RESERVE

**ARTICLE 23
SHIFT PREMIUMS**

Amend to read:

Excluded Provisions

This article does not apply to employees on day work, covered by clauses 22.05 to 22.07 and to employees classified in SC group.

23.01 Shift Premium

An employee working on shifts will receive a shift premium of ~~two dollars (\$2.00)~~ **three dollars (\$3.00) of the employee's hourly rate** per hour for all hours worked, including overtime hours, between ~~5:00 p.m. and 6:00 a.m.~~ **4:00pm and 8:00am**. The shift premium will not be paid for hours worked between ~~6:00 a.m. and 5:00 p.m.~~ **8:00am and 4:00pm**.

23.02 Weekend Premium

An employee working on shifts during a weekend will receive an additional premium of ~~two dollars (\$2.00)~~ **three dollars (\$3.00) of the employee's hourly rate** per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.

ARTICLE 24 OVERTIME

Amend to read:

24.03 Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Agency, overtime may be compensated in equivalent leave with pay under article 34.

24.07 Meal Allowance

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed for one (1) meal in the amount of ~~ten dollars (\$10)~~ **twenty dollars (\$20)** except where free meals are provided.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided for in (a), the employee shall be reimbursed for one (1) additional meal in the amount of ~~ten dollars (\$10)~~ **twenty dollars (\$20)** for each additional four (4) hour period thereafter, except where free meals are provided.
- (c) Reasonable time with pay, to be determined by the Agency, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.
- (d) Meal allowances under this clause shall not apply to an employee who is on travel status which entitles the employee to claim expenses for lodging and/or meals.

RESERVE

**ARTICLE 26
STANDBY**

Amend to read:

26.01 Where the Agency requires an employee to be available on standby during off-duty hours, such employee shall be compensated at the rate of **one and** one-half (1 ½) hours for each four (4) hour period or part thereof for which the employee has been designated as being on standby duty.

ARTICLE 27
DESIGNATED PAID HOLIDAYS

Amend as follows:

27.01 Subject to clause 27.02, the following days shall be designated paid holidays for employees:

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday;
- (e) National Indigenous Peoples Day**
- (f)** ~~(e)~~ Canada Day;
- (g)** ~~(f)~~ Labour Day;
- (h)** ~~(g)~~ the day fixed by proclamation of the Governor in Council as a general day of thanksgiving;
- (i)** ~~(h)~~ Remembrance Day;
- (j)** ~~(i)~~ Christmas Day;
- (k)** ~~(j)~~ Boxing Day;
- (l)** ~~(k)~~ **two (2)** ~~one~~ additional days in each year that, in the opinion of the Agency, ~~is~~ **are** 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 Agency, no such additional ~~day is~~ **days are** recognized as a provincial or civic holiday, the **third Monday in February and the first (1st) Monday in August;**
- (m)** ~~(l)~~ one additional day when proclaimed by an Act of Parliament as a national holiday.

27.05

- (a) When an employee works on a holiday, she/he shall be paid time **double (2) time** ~~and one-half (1 1/2)~~ for all hours worked, ~~up to the daily hours specified in article 22, and double (2) time thereafter,~~ in addition to the pay that the employee would have been granted had she/he not worked on the holiday.
- (b) The premium pay specified in paragraph (a) shall be compensated in cash except where, upon request of an employee and with the approval of the Agency, overtime may be compensated in equivalent leave with pay under article 34.
- (c) Notwithstanding paragraphs (a) and (b), when an employee works on a holiday

contiguous to a day of rest on which he/she also worked and received overtime in accordance with clause 24.01 (b), the employee shall be paid in addition to the pay that she/he would have been granted had she/he not worked on the holiday, two (2) times his/her hourly rate of pay for all time worked.

ARTICLE 29 TRAVELING TIME

29.01 For the purposes of this agreement, traveling time is compensated for only in the circumstances and to the extent provided for in this article.

29.02 When an employee is required by the Agency to travel outside his/her normal workplace on government business, as these expressions are defined by the Agency, the time of departure and the means of such travel shall be determined by the Agency and the employee will be compensated for travel time in accordance with clauses 29.03 and 29.04. Traveling time shall include time necessarily spent at each stop-over enroute ~~provided such stop-over is not longer than three (3) hours.~~

29.03 For the purposes of clauses 29.02 and 29.04, the traveling time for which an employee shall be compensated is as follows:

- (a) for travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Agency;
- (b) for travel by private means of transportation, the normal time as determined by the Agency, to proceed from the employee's place of residence or workplace, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or workplace;
- (c) in the event that an alternate time of departure and/or means of travel is requested by the employee, the Agency may authorize such alternate arrangements, in which case compensation for traveling time shall not exceed that which would have been payable under the Agency's original determination.

29.04 ~~If an employee is required to travel as set forth in clauses 29.02 and 29.03:~~

- ~~(a) on a normal working day on which the employee travels but does not work, the employee shall receive her/his regular pay for the day;~~
- ~~(b) on a normal working day on which the employee travels and works, the employee shall be paid:
 - ~~(i) his regular pay for the day for a combined period of travel and work not exceeding her/his regular scheduled working hours, and~~
 - ~~(ii) at the applicable overtime rate for additional travel time in excess of her/his regularly scheduled hours of work and travel, with a maximum payment for~~~~

~~such additional travel time not to exceed twelve (12) hours' pay at the straight-time rate of pay;~~

- ~~(c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours' pay at the straight-time rate of pay.~~

When in the performance of his or her duties, an employee is required by the Employer to travel, time necessarily spent in such travel shall be considered as time worked and compensated for as follows:

- a. on a normal working day the employee shall be paid:**
 - i. his or her regular pay for the day for a combined period of travel and work**
 - and**
 - ii. at the overtime rate for additional travel and/or work time in excess of his or her regular scheduled hours of work**
- b. on a day of rest or on a designated paid holiday, the employee shall be paid at the overtime rate for all hours travelled and/or worked**

29.05 This article does not apply to an employee when the employee travels by any type of transport in which he/she is required to perform work, and/or which also serves as his/her living quarters during a tour of duty. In such circumstances, the employee shall receive the greater of:

- (a) on a normal working day, his/her regular pay for the day,
- or
- (b) pay for actual hours worked in accordance with Article 27, Designated Paid Holidays and Article 24, Overtime of this collective agreement.

29.06 Compensation under this article shall not be paid for travel time to courses, training sessions, conferences and seminars, unless the employee is required to attend by the Agency.

29.07 Compensation earned under this article shall be compensated under article 34.

29.08 Travel Status Leave

- (a) An employee who is required to travel outside her/his normal workplace on government business, as these expressions are defined by the Agency, and is away from her/his permanent residence for forty (40) nights during a fiscal year shall be granted seven decimal five (7.5) or eight (8) hours (in accordance with the Hours of Work Code) off with pay. The employee shall be credited with an additional seven decimal five (7.5) or eight (8) hours off (in accordance with the Hours of Work Code) for each additional twenty (20) nights that the employee is away from her/his permanent residence to a maximum of eighty (80) nights.
- (b) The maximum number of hours off earned under this clause shall not exceed thirty-seven decimal five (37.5) or forty (40) (in accordance with the Hours of Work Code) in a fiscal year and shall accumulate as compensatory leave with pay.
- (c) This leave with pay is deemed to be compensatory leave and is subject to article 34.
- (d) The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars, **unless required to attend by the Agency.**

**ARTICLE 32
VACATION LEAVE WITH PAY**

Accumulation of vacation leave credits

32.02 For each calendar month in which an employee has earned at least seventy-five (75) or eighty (80) hours' pay (in accordance with the Hours of Work Code), the employee shall earn vacation leave credits as follows:

(a) nine decimal three seven five (9.375) or ten (10) hours (in accordance with the the Hours of Work Code) until the month in which the anniversary of the employee's **fifth (5th)** ~~eight (8th)~~ year of service occurs;

(b) twelve decimal five (12.5) or thirteen decimal three three (13.33) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's **fifth (5th)** ~~eight (8th)~~ anniversary of service occurs;

~~(c) thirteen decimal seven five (13.75) or fourteen decimal six seven (14.67) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;~~

~~(d) fourteen decimal three seven five (14.375) or fifteen decimal three three (15.33) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;~~

(c) fifteen decimal six two five (15.625) or sixteen decimal six seven (16.67) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's **tenth (10th)** ~~eighteenth (18th)~~ anniversary of service occurs;

~~(f) sixteen decimal eight seven five (16.875) or eighteen (18) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;~~

(d) eighteen decimal seven five (18.75) or twenty (20) hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.

Note: Consequential amendments shall follow for 40-hour vacation leave quantum (referred to below as XX hours).

(e) Twenty (20) hours or XX hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's thirtieth (30th) anniversary of service occurs;

(f) Twenty-one decimal eight seven five (21.875) hours of XX hours (in accordance with the Hours of Work Code) commencing with the month in which the employee's thirty-fifth (35th) anniversary of service occurs.

32.11 Carry-over and/or liquidation of vacation leave

- (a) Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of her/his vacation leave up to a maximum of two hundred and sixty-two decimal five (262.5) or two hundred and eighty (280) hours (in accordance with the hours of Hours of Work Code) credits shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) or two hundred and eighty (280) hours (in accordance with the hours of Hours of Work Code) shall be automatically paid in cash at her/his daily rate of pay as calculated from the classification prescribed in her/his letter of offer of her/his substantive position on the last day of the vacation year.

Scheduling of Vacation Leave With Pay

32.05

- a. ~~Employees are expected to take all their vacation leave during the vacation year in which it is earned.~~
- b. Subject to the following subparagraphs, the Agency reserves the right to schedule an employee's vacation leave but **In granting vacation leave with pay to an employee, the Agency** shall make every reasonable effort:
- i. grant an employee's vacation leave in an amount and at such time as the employee may request;
 - ii. not recall an employee to duty after the employee has proceeded on vacation leave;
 - iii. not cancel nor alter a period of vacation leave which has been previously approved in writing;
 - iv. ~~to provide at least (4) weeks written notice to the employee when scheduling her/his leave.~~

ARTICLE 35
MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

Amend as follows:

Change title to “Medical Appointments for pregnant employees or persons with chronic medical conditions”

35.01 Up to three decimal seven five (3.75) hours or four (4) hours (according to the Hours of Work Code) of **required** ~~reasonable~~ time off with pay will be granted to pregnant employees, **persons with chronic medical conditions, the spouse of a pregnant employee or of a person with chronic medical conditions**, for the purpose of attending ~~routine~~ medical appointments **related to the pregnancy or chronic medical conditions, or to accompany their spouse.**

~~**35.02** Where a series of continuing appointments is necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick~~

ARTICLE 36
INJURY-ON-DUTY LEAVE

36.01 An employee shall be granted injury-on-duty leave with pay for such period as ~~may be reasonably determined by the Agency~~ **certified by a Workers' Compensation authority** when a claim has been made pursuant to the *Government Employees' Compensation Act*, and a Workers' Compensation authority has notified the Agency that it has certified that the employee is unable to work because of:

(a) personal injury accidentally received in the performance of his or her duties and not caused by the employee's willful misconduct,

or

(b) an industrial illness, **vicarious trauma, or any other illness, injury** or a disease arising out of and in the course of the employee's employment,

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

ARTICLE 37
MATERNITY AND PARENTAL LEAVE WITHOUT PAY

The Union reserves the right to introduce further proposals in relation to Bill 174, an act amending the Québec Parental Insurance Plan.

37.01 Maternity and Parental Leave Without Pay

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending no later than eighteen (18) weeks after the termination date of pregnancy.
- (b) Where an employee has or will have actual care and custody of a newborn child, (including the new-born child of a common-law spouse) commences legal proceedings to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall be granted parental leave without pay upon request for a single period of up to **sixty-three (63)** ~~thirty seven (37)~~ consecutive weeks in the **seventy eight (78)** ~~fifty two (52)~~ week period commencing on the day on which the child comes into the employee's care.
- (c) Notwithstanding paragraphs (a) and (b):
- (i) where the employee's child is hospitalized and the employee has not yet proceeded on maternity or parental leave without pay, or
- (ii) where the employee has proceeded on maternity and/or parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,
- the period of maternity and/or parental leave without pay specified in the original leave request may be extended by a period equal to the child's hospitalization during which the employee was not on maternity and/or parental leave without pay (to a maximum of eighteen (18) weeks for maternity leave). However the extension shall end not later than one hundred and four (104) weeks after the termination date of pregnancy or the day the child comes into the employee's care.
- (d) The Agency may require an employee to submit a medical certificate certifying pregnancy, or submit a birth certificate or proof of adoption.
- (e) An employee shall inform the Agency in writing of his/her plans for taking maternity and/or parental leave without pay to cover the absence from work at least four (4) weeks in advance of the initial date of continuous leave of absence, unless there is a valid reason why the notice cannot be given.

- (f) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.
- (g) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 33 Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 33, Sick Leave With Pay, shall include medical disability related to pregnancy.
- (h) The Agency may:
 - (i) defer the commencement of parental leave without pay at the request of the employee;
 - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice.

**

37.02 Maternity And/Or Parental Allowance

- (a) An employee who has been granted maternity and/or parental leave without pay, shall be paid an allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described below providing he or she:
 - (i) has completed six (6) months of continuous employment before the commencement of the leave,
 - (ii) provides the Agency with proof of application for and receipt of maternity, parental, paternity or adoption benefits in accordance with the Employment Insurance Plan or the Quebec Parental Insurance Plan in respect of insurable employment with the Employer, and
 - (iii) signed an agreement with the Agency stating that he or she will return to work following the approved leave period (unless modified by a period of other approved leave) for a period equal to that for which an allowance was paid.
- (b) ~~Should an employee fail to return to work or fail to work the period specified in subsection (a) (iii), the employee shall repay to the Agency on a pro-rata basis as~~

follows:

$$\frac{\text{[allowance received]} \quad \times \quad \text{[remaining period to be worked following return to work]}}{\text{[total period to be worked as specified in (a)(iii)]}}$$

~~(c)~~ The repayment provided for in (b) will not apply in situations of:

~~(i)~~ death;

~~(ii)~~ lay-off;

~~(iii)~~ early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (a)(iii);

~~(iv)~~ the end of a specified period of employment if the employee is rehired by the Agency or another organization listed in Schedules I or IV of the *Financial Administration Act*, or the Canadian Food Inspection Agency or the Canada Revenue Agency within ninety (90) days following the end of the specified period of employment, and who fulfills the obligations specified in section (a)(iii);

~~(v)~~ having become disabled as defined in the *Public Service Superannuation Act*; or

~~(vi)~~ the employee taking a position with an organization listed in Schedules I, IV or V of the *Financial Administration Act* that fulfills the obligations specified in section (a)(iii).

~~(d)~~ For the purpose of sections (a)(iii) and (b), periods of leave with pay shall count as time worked. Periods of leave without pay during employees return to work will not be counted as time worked but shall interrupt the period referred to in section (a) (iii) without activating the recovery provisions described in clause (b).

~~(b)(e)~~ Maternity or Parental Allowance payments made in accordance with the SUB Plan will consist of the following:

(i) where the employee is subject to a waiting period before receiving Employment Insurance maternity and parental benefits, ninety three percent (93%) of his/her weekly rate of pay for each week, less any other monies earned during this period;

(ii) for each week the employee receives maternity, parental, adoption or paternity benefits under the Employment Insurance Plan or the Quebec

Parental Insurance Plan, he/she is eligible to receive the difference between the gross weekly amount of benefits payable and ninety three percent (93%) of his/her weekly rate of pay for each week, less any other monies earned during this period which may result in a decrease in benefits under the Employment Insurance Plan or the Quebec Parental Insurance Plan;

- (iii) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Quebec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three percent (93%) of her weekly rate of pay for each week, less any other monies earned during this period;
 - (iv) where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week at ninety three per cent (93%) of her weekly rate of pay (and the recruitment and retention “terminable allowance”, if applicable), less any other monies earned during this period;
 - (v) where an employee has received the full **sixty-one (61)** ~~thirty-five (35)~~ weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, he/she is eligible to receive a further parental allowance for a period of one (1) week at ninety three per cent (93%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance”, if applicable) less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in **(b)** ~~(e)~~ (iv) for the same child.
- (c)** ~~(f)~~ At the employee's request, the payment referred to in subsection **(b)** ~~(e)~~ (i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of maternity, parental, paternity or adoption benefits under EI or QPIP plans.
- (d)** ~~(g)~~ The maternity or parental allowance to which an employee is entitled is limited to that provided in paragraph **(b)** ~~(e)~~ and an employee will not be reimbursed for any amount required to be repaid pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Quebec.
- (e)** ~~(h)~~ The weekly rate of pay referred to in paragraph **(b)** ~~(e)~~ shall be:
- (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity and/or parental leave without pay;

- (ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity and/or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- (f) ~~(h)~~ The weekly rate of pay referred to in paragraph (e) ~~(h)~~ shall be the rate to which the employee is entitled for his or her substantive level to which the employee is appointed.
- (g) ~~(i)~~ Notwithstanding paragraph (f) ~~(i)~~ and subject to subparagraph (e) ~~(h)~~ (ii), if on the day immediately preceding commencement of maternity and/or parental leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (h) ~~(k)~~ Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity or parental allowance, the allowance shall be adjusted accordingly.
- (i) ~~(j)~~ Maternity or parental allowance payments made under the SUB plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (j) ~~(m)~~ The maximum combined maternity and parental allowances payable shall not exceed **seventy-eight (78)** ~~fifty-two (52)~~ weeks for each combined maternity and parental leave without Pay.

37.03 Special Allowance For Totally Disabled Employees

- (a) An employee who fails to qualify for Employment Insurance and/or Quebec Parental Insurance Plan maternity, parental, paternity or adoption benefits solely because of a concurrent entitlement to benefits under the Disability Insurance Plan, the Long Term Disability Insurance portion of the Public Service Management Insurance Plan, or the *Government Employees Compensation Act*, and who has completed six (6) months of continuous employment before the commencement of the leave shall be paid, in respect of each week of benefits under the maternity, paternity, adoption and/or parental allowance not received for the reason described herein, the difference between ninety-three percent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 37.02 for a combined period of no more than the number of weeks during which the employee would have been eligible for maternity, paternity, adoption or parental benefits pursuant to the *Employment Insurance Act or the Parental Insurance Act* in Quebec, had the employee not been disqualified from Employment Insurance or Quebec Parental Insurance Plan maternity, paternity, adoption or parental benefits for the reasons described above.

ARTICLE 39
LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY

Amend as follows:

Change title to “Leave with or without pay for the care of family”

39.01 Both parties recognize the importance of access to leave for the purpose of care of for the immediate family.

~~**39.02** For the purpose of this article, family is defined as spouse (or common-law spouse resident with the employee), children (including foster children or children of legal or common-law spouse) parents (including stepparents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides.~~

39.023 Subject to paragraph 39.02, aAn employee shall be granted leave without pay for the Care of Immediate Family in accordance with the following conditions;

- (a) an employee shall notify the Agency in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
- (b) leave granted under this article shall be for a minimum period of three (3) weeks;
- (c) the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the Public Service;
- (d) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.

Note: Compassionate Care leave provisions moved to New Article “Compassionate Care Leave”

~~(e) **Compassionate Care Leave**~~

~~(i) Notwithstanding paragraphs 39.02, 39.03(b) and (d) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.~~

~~(ii) Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.~~

~~—— (iii) — When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.~~

~~—— (iv) — When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, paragraphs (i) and (ii) above cease to apply.~~

39.034 An employee who has proceeded on leave without pay may change her/his return to work date if such change does not result in additional costs to the Agency.

39.045 All leave granted under Leave Without Pay for the Long-Term Care of a Parent or under Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of previously applicable collective agreements will not count towards the calculation of the maximum amount of time allowed for Care of Immediate Family during an employee's total period of employment in the Public Service.

Transitional provisions

39.056

These transitional provisions are applicable to employees who have been granted and have proceeded on leave on or after the date of signature of this agreement.

- (a) An employee who, on the date of signature of this agreement, is on Leave Without Pay for the Long-Term Care of a Parent or on Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of a previous agreement continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.
- (b) An employee who becomes a member of the bargaining unit on or after the date of signature of this agreement and who is on Leave Without Pay for the Long-Term Care of a Parent or on Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of another agreement, continues on that leave for the approved duration or until the employee's return to work before the end of the approved leave.

**ARTICLE 40
LEAVE WITH PAY FOR
FAMILY-RELATED RESPONSIBILITIES**

40.01 For the purpose of this clause, “family” is defined per Article 2

~~For the purpose of this article, family is defined as spouse (or common-law partner resident with the employee), children (including foster children or children of legal or common-law spouse and ward of the employee), parents (including step-parents or foster parents), father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents and grandchildren of the employee, any relative permanently residing in the employee's household or with whom the employee permanently resides, or any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.~~

40.02 The total leave with pay which may be granted under this article shall not exceed ~~thirty-seven decimal five (37.5) or forty (40)~~ **seventy-five (75) or eighty (80)** hours (according to the Hours of Work Code) in a fiscal year.

40.03 Subject to clause 40.02, the Agency shall grant leave with pay under the following circumstances:

- (a) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- (b) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
- (c) to provide for the immediate and temporary care of ~~an elderly~~ member of the employee's family;
- (d) for needs directly related to the birth or to the adoption of the employee's child;
- (e) to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
- (f) to provide for the employee's child in the case of ~~an unforeseeable~~ closure of the school or daycare facility;

(g) ~~seven decimal five (7.5) or eight (8) hours (according to the Hours of Work Code) out of the thirty seven decimal five (37.5) or forty (40) hours (according to the Hours of Work Code) stipulated in clause 40.02 above may be used to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.~~

(h) To visit a terminally ill family member

ARTICLE 44
BEREAVEMENT LEAVE WITH PAY

44.01 For the purpose of this Article, “family” is defined as per Article 2

~~For the purpose of this Article, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner residing with the employee), child (including child of spouse), stepchild or ward of the employee, grandparent, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, and relative permanently residing in the employee's household or with whom the employee permanently resides.~~

44.02

(a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement leave with pay. Such bereavement leave, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period, the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

(b) At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.

(c) When requested to be taken in two (2) periods,

- (i) The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and
- (ii) The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.
- (iii) The employee may be granted no more than three (3) days' leave with pay, in total, for the purpose of travel for these two (2) periods.

~~**44.03** An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her brother-in-law or sister-in-law and grandparents of spouse.~~

44.04 If, during a period of paid leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 44.02(a) and 44.03, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

44.05 It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Agency may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 44.02(a) and 44.03.

**ARTICLE 55
WASH-UP TIME**

55.01

a) Where ~~the Agency determines that~~ due to the nature of work there is a clear cut need, wash-up time up to a maximum of ~~ten (10)~~ **fifteen (15)** minutes will be permitted before the end of the working day.

b) Where wearing and performing in costume are part of the duties of the employee, the Agency shall provide **fifteen (15) minutes** at the beginning and end of an employee's shift to put on and take-off the costume. Time spent dressing and taking off costumes will be considered as part of the employee's shift

c) In addition to a) Park Wardens shall be provided **fifteen (15) minutes** at the beginning and **fifteen (15) minutes** at the end of each shift for tooling up and tooling down. Time spent tooling up and tooling down shall form part of an employee's shift

RESERVE

**ARTICLE 58
PAY ADMINISTRATION**

RESERVE

58.07 Acting Pay

(a) When an employee is required by the Agency to substantially perform the duties of a higher classification level in an acting capacity and performs those duties: **of a higher classification level in an acting capacity and performs those duties for at least one (1) day or shift, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.**

~~———— (i) ——— if she/he falls under letter code "X" (as defined in the Hours of Work Code), for a period of at least three (3) consecutive working days/shifts;~~

~~———— (ii) ——— if she/he falls under the letter code "Y" (as defined in the Hours of Work Code), for a period of at least one (1) full working day/shift;—~~

~~the employee shall be paid acting pay calculated from the date on which she/he commenced to act as if she/he had been appointed to that higher classification for the period in which she/he acts.~~

(b) When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.

(c) An employee who is required to act at a higher level shall receive an increment at the higher level after having reached fifty-two (52) weeks of cumulative service at the same level.

(d) For the purpose of defining when employee will be entitled to go to the next salary increment of the acting position, "cumulative" means all periods of acting at the same level.

**NEW
58.10**

Any allowances an employee is in receipt of when the employee commences to act in a higher classification shall be maintained without interruption during the period the employee is acting.

ARTICLE 61 DURATION

61.01 The duration of this collective agreement shall be from the date it is signed to [Month X, Day XX, Year XXXX]. **(Reserve)**

61.02 Unless otherwise expressly stipulated, the provisions of this agreement shall become effective on the date it is signed.

61.03 The Provisions of this collective agreement shall be implemented by the parties within a period of ~~one hundred and fifty (150)~~ **ninety (90)** days from the date of signing.

RESERVE

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

PSAC proposes to delete the current language under Appendix J and replace with the following:

This memorandum is to give effect to the agreement reached between the Agency and the Public Service Alliance of Canada with respect to a joint learning program for Parks Canada employees.

The parties believe that a joint learning initiative to improve union-management relations and to foster a healthy work environment should be developed in partnership with the PSAC-TBS Joint Learning Program (JLP).

To this end, the Agency agrees to set aside one hundred and fifty thousand dollars (\$150,000) for a joint learning program initiative for Parks Canada employees. The parties agree to jointly approach the PSAC-TBS JLP to establish a framework with the goal of making the PSAC-TBS JLP program available to Parks Canada employees.

The parties agree to appoint an equal number of PSAC and Employer representatives to develop the framework agreement with the PSAC-TBS JLP within sixty (60) days of the signing of the collective agreement.

**APPENDIX K
WORK FORCE ADJUSTMENT**

RESERVE

APPENDIX P
MEMORANDUM OF AGREEMENT
BETWEEN
THE PARKS CANADA AGENCY
(HEREINAFTER CALLED THE AGENCY)
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
(HEREINAFTER CALLED THE PSAC)
ON SUPPORTING EMPLOYEE WELLNESS

DELETE

NEW ARTICLE
COMPASSIONATE CARE LEAVE

Note: Changes from existing 39.03 e outlined below.

XX.01 (i) ~~Notwithstanding paragraphs 39.02, 39.03(b) and (d) above~~
Notwithstanding the definition of “family” in clause 2.01, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of **up to twenty-eight (28) weeks less than three (3) weeks** while in receipt of or awaiting these benefits.

~~**XX.02 (ii)** Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.~~

~~(iii) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.~~

~~(ii) When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, paragraphs (i) and (ii) above cease to apply.~~

XX.03 Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

XX.04 Where an employee is subject to a waiting period before receiving Employment Insurance Compassionate Care benefits, he or she shall receive an allowance of ninety-three per cent (93%) of her weekly rate of pay.

XX.05 For each week the employee receives a Compassionate Care benefit under the *Employment Insurance Plan*, he or she shall receive the difference between ninety-three per cent (93%) of his or her weekly rate and the Compassionate Care benefit.

NEW ARTICLE
STUDENT EMPLOYMENT

- XX.01** “Students” for the purposes of this Article means students hired under legitimate student programs. Those not hired under legitimate student programs shall be bargaining unit members.
- XX.02** “Legitimate” student programs consist of either the Federal Student Work Experience Program, the Research Affiliate Program or the Post-Secondary Co-operative Education and Internment program.
- XX.03** Students shall not be used to either displace bargaining unit employees or to avoid filling bargaining unit positions.
- XX.04** Overtime work shall be offered on an equitable basis to employees (bargaining unit members) consistent with Article 24 Overtime. Should no employee accept the offered overtime, the Employer may offer the overtime to students.
- XX.05** The Agency shall ensure that students receive adequate training and supervision, and shall ensure that students are not exposed to dangerous or unsafe working conditions and are covered under the Canada Labour Code part II.
- XX.06** The parties shall meet within ninety (90) days of ratification to discuss and agree upon the terms and conditions under which those students assigned bargaining unit work might carry out their assigned duties. Such terms and conditions shall include wage rates.

**NEW ARTICLE
NATIONAL JOINT COUNCIL**

PSAC proposes to delete all language in the current Appendix "N" and replace with the following:

Within 90 days of ratification of the collective agreement, the Agency shall take any and all necessary steps to return to full membership in the National Joint Council.

**APPENDICIES,
RATES OF PAY ANNEXES, ALLOWANCES AND PAY NOTES**

The Union reserves the right to table a comprehensive wage proposal, which will include but isn't limited to amendments to the rates of pay, structure of the wage grids, increases and/or expanded scope of allowances for specific occupational groups and pay notes.

**NEW ARTICLE
PARK WARDENS**

The Union wishes to discuss the following items related Park Wardens and Park Warden Supervisors and reserves the right to make proposals following such discussions:

- Testing, Training, Practice Time and Certifications/Re-certifications
- Legal Indemnification
- Seasonal Status
- Early Retirement: Amend the pension plan to allow Park Wardens and Park Warden Supervisors to retire with 25 years of service without penalty.

NEW ARTICLE
OCCUPATIONAL GROUP STRUCTURE REVIEW

The Union reserves the right to present demands concerning Classification Reform and Occupational Group Structure.

**NEW ARTICLE
WHISTLEBLOWING**

No employee shall be disciplined or otherwise penalized, including but not limited to, demotion, suspension, dismissal, financial penalty, loss of accumulated service, advancement or opportunity in the public service, as a result of disclosing any wrongful act or omission, such as: an offence against an Act of Parliament, an Act of a legislature of any province or any instrument issued under any such Act; an act or omission likely to cause a significant waste of public money; an act or omission likely to endanger public health or safety or the environment.

**NEW ARTICLE
DOMESTIC VIOLENCE LEAVE**

XX:01 The Employer recognizes that employees sometimes face situations of violence or abuse, which may be physical, emotional or psychological, in their personal lives that may affect their attendance and performance at work.

XX:02 Employees experiencing domestic violence will be able to access ten (10) days of paid leave for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, without prior approval.

XX:03 The Employer agrees that no adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic violence.

XX:04 The Employer will approve any reasonable request from an employee experiencing domestic violence for the following:

- Changes to their working hours or shift patterns;
- Job redesign, changes to duties or reduced workload;
- Job transfer to another location or department or business line;
- A change to their telephone number, email address, or call screening to avoid harassing contact; and
- Any other appropriate measure including those available under existing provisions for family-friendly and flexible working arrangements.

XX:05 All personal information concerning domestic violence will be kept confidential in accordance with relevant legislation, and shall not be disclosed to any other party without the employee's express written agreement. No information on domestic violence will be kept on an employee's personnel file without their express written agreement.

Workplace Policy

XX:06 The Employer will develop a workplace policy on preventing and addressing domestic violence at the workplace. The policy will be made accessible to all employees and will be reviewed annually. Such policy shall explain the appropriate action to be taken in the event that an employee reports domestic violence or is perpetrating domestic 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.

Workplace supports and training

XX.07 The Employer will provide awareness training on domestic violence and its impacts on the workplace to all employees.

XX.08 The Employer will identify a contact in [Human Resources/Management] who will be trained in domestic violence and privacy issues for example: training in domestic violence risk assessment and risk management. The Employer will advertise the name of the designated domestic violence contact to all employees.

The Advocate

XX.09 The Employer and the Alliance recognize that employees, particularly employees who identify as women sometimes need to discuss matters such as violence or abuse or harassment, at home or in the workplace. Workers may also need to find out about resources in the workplace or community to help them deal with these issues such as the EAP program, a women's shelter, or a counsellor.

XX.10 For these reasons, the parties agree to recognize the role of Advocate in the workplace.

XX.11 The Advocate will be determined by the Alliance from amongst the bargaining unit employees. Employees who identify as women will have the right to have an Advocate who identifies as a woman.

XX.12 The Advocate will meet with workers as required and discuss problems with them and assist accordingly, referring them to the appropriate agency when necessary.

XX.13 The Employer will provide access to a private office in order for the Advocate to meet with employees confidentially, and will provide access to a confidential telephone line and voice mail that is maintained by the Advocate and accessible to all employees in the workplace. The Advocate will also have access to a management support person to assist them in their role when necessary.

XX.14 The Employer and the Alliance will develop appropriate communications to inform all employees of the advocacy role of the Advocate and information on how to contact them.

XX.15 The Advocate will participate in an initial basic training and an annual update training program to be delivered by the Alliance. The Employer agrees that leave for such training shall be with pay and will cover reasonable expenses associated with such training, such as lodging, transportation and meals.

XX.16 Notwithstanding any of the above, no employee shall be prevented from accessing the service of the Advocate or of becoming an Advocate.

**NEW ARTICLE
TERM EMPLOYMENT**

RESERVE

- XX.01** Term employment is one option to meet temporary business needs, such as backfilling temporary vacancies resulting from indeterminate employees on leave or on acting/developmental assignments, or for short-term projects or for fluctuating workloads.
- XX.02** This option shall be used only in situations where a need clearly exists for a limited time and is not anticipated to become a permanent ongoing need.
- XX.03** A series of term appointments shall not be used to avoid the hiring of full-time indeterminate employees.
- XX.04** Term employees shall be entitled to all of the rights, privileges and benefits of the Collective Agreement.
- XX.05** Term employees shall be treated fairly and responsibly (i.e. reasonable renewal/ non-renewal notice, performance feedback, appointments/re-appointments that truly reflect the expected duration of the work, and orientation upon initial appointment).
- XX.06** Term employment shall not be used as a substitute probationary period for indeterminate staffing.
- XX.07** Where a person who has been employed in the Agency as a term employee for a cumulative working period of three (3) years without a break in service longer than sixty (60) consecutive calendar days, the department/agency shall appoint the employee indeterminately at the level of his/her substantive position.
- XX.08** The Agency agrees not to artificially create a break in service or reduce a term employee's scheduled hours in order to prevent the employee from attaining full-time indeterminate status.
- XX.09** Periods of term employment where the source of funding for salary dollars is from external sources and for a limited duration (sunset funding) shall not count as part of the cumulative working period. The Agency shall identify a program, project, or initiative as being sunset funded. Term employees shall be advised in writing, at the time that they are offered employment or re-appointed in such programs/projects/initiatives, that their period of employment will not count in the calculation of the cumulative working period for indeterminate appointment. However, periods of term

employment immediately before and after such employment shall count as part of the cumulative working period where no break in service longer than 60 consecutive calendar days has occurred.

Moreover, if a period of term employment that occurs immediately after a period of sunset funding is a continuation of the work or project, which the sunset funding initially supported, but with operational funding for the same purpose, the period of time during which the sunset funding applied will count in the calculation of the cumulative working period as long as no break in service longer than 60 consecutive calendar days has occurred.

**NEW ARTICLE
PROTECTIONS AGAINST CONTRACTING OUT**

RESERVE

XX.01 The Agency shall use existing employees or hire and train new employees before contracting out work described in the Bargaining Certificate and in the Group Definition.

XX.02 The Agency shall consult with the Alliance and share all information that demonstrates why a contracting out option is preferable. This consultation shall occur before a decision is made so that decisions are made on the best information available from all stakeholders.

XX.03 Shared information shall include but is not limited to expected working conditions, complexity of tasks, information on contractors in the workplace, future resource and service requirements, skills inventories, knowledge transfer, position vacancies, workload, and potential risks and benefits to impacted employees, all employees affected by the initiative, and the public.

XX.04 The Agency shall consult with the Alliance before:

- i)** any steps are taken to contract out work currently performed by bargaining unit members;
- ii)** any steps are taken to contract out future work which could be performed by bargaining unit members; and

prior to issuing any Request For Interest proposals.

XX.05 The Agency shall review its use of temporary staffing agency personnel on an annual basis and provide the Alliance with a comprehensive report on the uses of temporary staffing, no later than three (3) months after the review is completed. Such notification will include comparable Public Service classification level, tenure, location of employment and reason for employment, and the reasons why indeterminate, term or casual employment was not considered, or employees were not hired from an existing internal or external pool.

**NEW ARTICLE
MEDICAL APPOINTMENTS**

Medical or Dental Appointments

XX.01 Employees should make every reasonable effort to schedule medical or dental appointments on their own time. However, in the event that medical or dental appointments cannot be scheduled outside of working hours, employees shall be granted leave with pay to attend medical or dental appointments.

Medical Certificate

XX.02 In all cases, a medical certificate provided by a legally qualified medical practitioner shall be considered as meeting the requirements of paragraph 35.02(a).

XX.03 When an employee is asked to provide a medical certificate by the Agency, the employee shall be reimbursed by the Agency for all costs associated with obtaining the certificate. Employees required to provide a medical certificate shall also be granted leave with pay for all time associated with the obtaining of said certificate.

**VARIOUS ARTICLES
PHOENIX RELATED ISSUES**

RESERVE

**NEW ARTICLE
STAFFING**

RESERVE

**NEW ARTICLE
SOCIAL JUSTICE FUND**

The Agency shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such a contribution will be made for all hours worked by each employee in the bargaining unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letter Patent of the PSAC Social Justice Fund.

**NEW APPENDIX
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PARKS CANADA AGENCY
(HEREINAFTER CALLED THE AGENCY)
AND THE PUBLIC SERVICE ALLIANCE OF CANADA
(HEREINAFTER CALLED THE PSAC)
WITH RESPECT TO CHILD CARE**

RESERVE

**MEMORANDUM OF UNDERSTANDING
BETWEEN
PARKS CANADA AGENCY
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
WITH RESPECT TO MENTAL HEALTH IN THE WORKPLACE**

RESERVE

NEW ARTICLE
LEAVE RELATED TO CRITICAL ILLNESS

- XX.01** Notwithstanding the definition of “family” found in clause 2, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Family Caregiver Benefits may be granted leave for periods of up to thirty-seven (37) weeks while in receipt of or awaiting these benefits.
- XX.02** When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Family Caregiver Benefits has been accepted.
- XX.03** Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.
- XX.04** Where an employee is subject to a waiting period before receiving Employment Insurance Family Caregiver benefits, he or she shall receive an allowance of ninety-three per cent (93%) of his or her weekly rate of pay.
- XX.05** For each week the employee receives Family Caregiver benefit under the *Employment Insurance Plan*, he or she shall receive the difference between ninety-three per cent (93%) of his or her weekly rate and EI Family Caregiver Benefits.