**CULE PROPOSALS FOR A RENEWED**

**COLLECTIVE AGREEMENT BETWEEN**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

**(PSAC)**



**AND**

**THE CANADIAN UNION OF LABOUR EMPLOYEES**

**(CULE)**



**PRESENTED MAY 17th 2022**

**UNIT I**

**UNIT II**

#

The Union, the Canadian Union of Labour Employees (CULE), as the bargaining agent for its Unit I and Unit II members, will submit proposals for a renewed Collective Agreement with the Employer, the Public Service Alliance of Canada (PSAC).

Proposals are submitted without prejudice to any future proposed amendments and/or additions, and are subject to any errors and/or omissions.

CULE reserves the right to amend, modify, and withdraw its proposals at any time during Collective Bargaining, to introduce counter-proposals to any Employer proposal, and to introduce new proposals that might emerge from discussions at the bargaining table or from new information obtained during negotiations.

Where the word RESERVE appears, it means that the Union reserves the right to make proposals at a later date. In particular, CULE reserves the right to introduce a comprehensive economic proposal (including but not limited to general economic increases, market adjustments, allowances, bonuses, expenses, et cetera) at an appropriate time during negotiations.

Where proposals are made with respect to certain clauses in an Article, or in a Memorandum, the remainder of the Article or Memorandum is considered renewed, with consequential renumbering as required. Where neither party has a proposal on an Article or Memorandum, that entire Article or Memorandum is considered renewed.

Furthermore, in addition to any outstanding requests for information, 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.

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# **ARTICLE 2 - DEFINITIONS**

# For the purpose of this Agreement:

c) "child" means an employee's or spouse's natural, legally adopted, adopted through Indigenous custom adoption practices, stepchild,  ~~or~~ **foster child, or child in care placement**.

h) "dependent child" means an employee's or spouse's natural, legally adopted or adopted through Indigenous custom adoption practices, stepchild, ~~or~~ **foster child, or child in care placement** who is unmarried, unemployed, dependent and under the age of 21 if not in full time attendance at an educational institution, otherwise under the age of 25 or no age limit if the dependent child has a permanent disability. The definition of spouse and child will be applied to all relevant contract clauses, welfare plans and benefits. Except pension plan where dependent is defined by law.

s) a) "seniority" means the length of employment with the Employer in a bargaining unit position. Unless otherwise specified in the Collective Agreement, seniority shall accrue:

i) during all periods of leave with pay;

ii) during all periods of leave without pay for the first **twelve (12)** ~~three (3)~~ months of said leave;

iii) during all excluded acting positions for the first three (3) months only, at which time seniority shall cease to accrue until the member returns to the bargaining unit.

Length of employment in an excluded position prior to becoming a bargaining unit member shall not count as time for the purposes of seniority.

Seniority accrued by bargaining unit members prior to May 11, 2017 shall not be amended retroactively as a result of implementation of this provision. Upon May 11, 2017, all bargaining unit members shall accrue seniority based on this provision.

**bb) Remote work**

**Remote work is a flexible arrangement using information technology to enable work outside of a traditional office that can occur in a variety of places, on either a part-time or full-time basis.**

**ARTICLE 3 - APPLICATION**

3.03 Where the masculine or feminine gender is used in this Collective Agreement, it shall be considered to include ~~both~~ **all** genders, unless any provision of this Collective Agreement specifies otherwise.

**ARTICLE 5 - NO DISCRIMINATION AND HARASSMENT**

**\*subject to renumbering**

*No Discrimination Based on Human Rights Grounds*

* 1. The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee (in matters including but not limited to: hiring, salary rates, training, promotion, transfer, discipline, discharge), by reason of age, race, creed, colour, national or ethnic origin, language, political or religious affiliation, disability, sex, family or marital status, sexual orientation, criminal record, gender identity, gender expression, **genetic characteristic**, by reason of their membership or activity in the Union or based on any other ground protected under federal legislation where applicable or by provincial/territorial Human Rights legislation**.**
	2. a) The Parties recognize the Employer has a duty to design and maintain an inclusive workplace that builds concepts of equality as outlined in the grounds for discrimination listed in Article 5.01, into all workplace standards, policies and practices.

The Employer has a duty to accommodate employees who fall within the grounds enumerated in Article 5.01.

**The Employer has a duty to restore an employee requiring accommodation after a period away from the workplace to work which is suitable, meaningful, valuable, healthy, and safe.**

Where a barrier is identified, the Employer shall make every effort to remove this barrier up to the point of undue hardship. For the purposes of this article, undue hardship shall be assessed on the following considerations:

* + 1. Cost – Costs will amount to undue hardship if they are: Quantifiable; shown to be related to the removal of barriers, and so substantial that they would alter the essential nature of the PSAC or substantially affect its viability.
		2. Health and Safety – health and safety risks will amount to undue hardship if the degree of risk that remains after a barrier has been removed outweighs the benefits of enhancing equality to persons in the workplace.
		3. Outside Resources/Funding – before claiming undue hardship, the PSAC must make use of any and all available outside sources of funding or assistance which may help alleviate costs associated with the removal of barriers.

***Systemic Discrimination***

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

*Employees’ Rights*

5.07 **a)** The Employer shall provide anti-oppression training to all employees on an ongoing basis which will include anti-racism training. Information on PSAC anti-oppression policies shall be provided to new employees as part of their orientation. New employees shall be required to participate in anti-oppression training within twelve (12) months of hire.

 **b) The Employer shall provide Employment Equity training to all employees on an ongoing basis. New employees shall be required to participate in Employment Equity training within twelve (12) months of hire.**

 **c) The Employer shall provide Duty to Accommodate training to all employees on an ongoing basis. New employees shall be required to participate in Duty to Accommodate training within twelve (12) months of hire.**

 **d) In response to the call to action #57 of the Truth and Reconciliation Commission, the Employer shall provide, on an ongoing basis and to all new employees within twelve (12) months of hire, training on the history of Aboriginal peoples, including the history and legacy of residential schools, the United Nations Declaration on the Rights of Indigenous Peoples, Treaties and Aboriginal rights, Indigenous law, and Aboriginal-Crown relations. This will require skills based training in intercultural competency, conflict resolution, human rights, and anti-racism.**

*Employer’s Responsibilities*

5.08 **e) No later than January 15th of each year, the Employer shall provide the Union with a report on the training outlined in 5.07 which will, at a minimum, include:**

* + - * **number of participants by Region, per Unit, and if they are a new employee;**
			* **dates of training;**
			* **outline of content of delivered training;**
			* **recommendations for future training**

*Harassment and Discrimination Grievance Procedure*

* 1. a) Prior to filing a grievance, an employee who reasonably believes that they have experienced harassment and/or discrimination may contact their Coordinator, their Director, or the Director responsible for Human Resources to request their participation and assistance 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, 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. The union agrees that it will encourage its members to attempt to resolve complaints informally prior to **filing** ~~filling~~ a grievance unless the circumstances are inappropriate.

 c)The Employer will make a ~~reasonable~~ determination **within fifteen (15) days of receipt of a grievance** as to whether the grievance discloses reasonable grounds to believe that harassment and/or discrimination may have occurred.

* 1. If the grievance discloses such reasonable grounds, the Employer will investigate the allegations in accordance with this article; or
	2. If the Employer determines that no reasonable grounds exist, this will be stated in its reply to the merits of the grievance **and the reasons for that decision will be provided**, and will include details of what steps were taken in reaching that determination. The grievance may then proceed to the appropriate step in accordance with Article 14.
	3. A grievor may submit a grievance concerning this article to any level of the grievance process **within twelve (12) months**.

**5.24 If requested, and with mutual agreement from the Union, the Employer shall appoint an Investigator or Mediator from an identified equity-seeking group for any process related to Article 5. For clarity, an employee is not responsible for identifying an Investigator or Mediator.**

**5.25 If requested, the Employer shall provide an Elder/ Knowledge Keeper for support for any process related to Article 5.**

**5.26 The Employer, in consultation with the Union, shall fully staff and operationalise an Oppression Prevention Bureau to help unroot all forms of oppression and build an anti-racist, oppression-free workplace.**

**5.27 The Employer, in consultation with the Union, shall ensure the Anti-Racism Accountability Committee is fully resourced. The Employer, in consultation with the Union, shall implement all recommendations of the Committee.**

**ARTICLE 6 - RECOGNITION**

6.01 The Employer shall continue to recognize the Canadian Union of Labour Employees as the exclusive bargaining agent for all employees employed by the Employer as Regional Representatives, Administrative Personnel, Regional Organizers, Developmental Regional Representatives and Developmental Regional Organizers**,** and Regional Negotiator(s) (North)**,** and Grievance and Adjudication Officer(s) (North), **and Regional Education Officer (North),** and **Contract Organizers** employed in all PSAC Regional Offices in: Yukon, NWT, Nunavut, BC, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, PEI, New Brunswick and Newfoundland and Labrador represented by CULE.

**ARTICLE 7 - APPOINTMENT OF REPRESENTATIVES**

7.06 All CULE Executive members shall be entitled to

 **one-hundred-and-five (105) hours per year** ~~seven (7) hours per~~  ~~month~~ of paid union leave for the purpose of conducting CULE business to be taken as required by the CULE Executive member. Such leave will be entered in the payroll system but does not require preapproval.

**ARTICLE 11 - INFORMATION TO THE UNION**

11.01 The Employer will on a monthly basis forward to the Secretary of the

Union the name, address**,** ~~and telephone~~**, cell or home phone number, status of employment (e.g. indeterminate, term), substantive position title, salary band level, date of hire, activity status (e.g. on leave without pay), term or acting position, start and end of temporary assignment date when applicable**  ~~number~~ of all ~~newly hired~~ employees~~, who will be~~ included in the bargaining unit. The Employer further agrees to inform the Union of the name of any employee in the bargaining unit leaving the employ of the Employer. This will be provided on or before the 10th of each month.

**ARTICLE 14 - GRIEVANCE PROCEDURE**

14.02 Before submitting a grievance, an employee **may**  ~~is expected to~~ discuss the matter with their supervisor. An employee may, if they so desire, be assisted or represented by the Union during such discussions.

14.03 An employee may be represented by the Union at each step of the grievance procedure. **When requested, the Employer shall provide the support of an Elder/Knowledge Keeper during any part of the grievance procedure.**

* 1. a) **Subject to Article 5, a**~~A~~ grievance must be presented to the first step within twenty-five (25) working days of the employee becoming aware of the circumstances giving rise to the grievance.

 e) **A grievor may submit a grievance concerning**

 **Article 5 to any level of the grievance process within twelve (12) months.**

**ARTICLE 15 - STAFFING**

**\*subject to renumbering**

* 1. New employees shall be considered to be on probation for a period of **six (6) months from the date of hire.** ~~:~~
* ~~twelve (12) months in the case of Unit I;~~
* ~~six (6) months in the case of Unit II;~~

 ~~from the date appointment.~~

15.11 ~~When an employee is the successful candidate in a promotional~~  ~~competition, they shall be placed on probation for a period of six~~  ~~(6) months if the position is in Unit I and four (4) months if the~~ ~~position is within Unit II.~~

15.16 When it is anticipated that an employee will be away from the

Regional Office for a period of more than two weeks due to leave or secondment and there is a request from the Regional Office to replace that employee, the Employer **shall backfill the vacancy** ~~will engage in meaningful consultation with Regional Office staff~~.

**ARTICLE 16 - DISCIPLINE**

**The Employer and Union agree any discipline shall be fair, reasonable, and proportionate to the seriousness of the offense. Discipline shall be corrective and constructive in nature and not punitive.**

16.05 a) Employees covered by this Collective Agreement, ~~except~~  ~~probationary employees,~~ shall not be subject to discharge except for just cause.

b) Subject to the provisions of paragraph 16.05 (a), employees

covered by this Collective Agreement shall not be subject to

disciplinary action except for just cause.

**ARTICLE 17 - HOURS OF WORK AND OVERTIME**

**RESERVE**

17.16 Compressed Hours of Work

* + 1. Notwithstanding the provisions of this Article, the Employer agrees that provided that the Regional Office is staffed, by **~~either a Unit I or~~** **another** Unit II employee, between 9:00 a.m. and 4:30p.m. from Monday to Friday inclusive, an employee may, with the approval of the Employer, 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 on any individual day. In every such period, the employee shall be granted days of rest on days not scheduled as normal work days for her.
		2. When an employee has selected to work on a compressed work week basis, leave with pay granted to such employee shall be converted into hours and shall be deducted from the employee's leave entitlement, converted into hours, on an hourly basis.

17.17 Any variation of hours of work as specified in clauses 17.15 and

17.16 may be at the request of either party and must be mutually agreed between the Employer and the majority of **Unit II** employees affected **~~and shall apply to all employees at the work unit~~**.

*Specific to Unit I (17.24)*

17.24 To help employees overcome barriers, the Employer shall reimburse, at the hourly rate established as the minimum wage within the relevant provincial jurisdiction, an employee who works:

* + 1. regularly scheduled weekend courses and evening ~~committee~~ meetings; or
		2. in situations which go beyond the regular routine. This would include, for example, extended campaigns requiring substantial evening work, working at in-residence courses, and work that requires more than one overnight, etc.

For the purpose of this clause “family” means a relative permanently residing in the employee’s residence or for whom an employee shares custody. The actual costs of a licensed care provider will be reimbursed in accordance with the PSAC Family Care Policy. Requests for reimbursement shall be supported by appropriate receipts.

**17.25 Remote Work**

**(a) Employees have a right to request remote work on a**

**permanent, temporary, or as-needed basis. Such requests shall not be unreasonably be denied.**

**b) i) Request for a Permanent arrangement of remote**

**Work must be made in writing by an employee to their supervisor. The supervisor will reply in writing within 10 working days of receiving the request.**

**ii) If authorization to work remotely is denied, the**

**Employer will provide, the reason(s) for the denial in the same manner it was requested.**

**iii) The Employer will provide an employee who works**

**remotely full remote access to work systems and resources as outlined under the PSAC Remote Work Policy**

**iv) Either party has the right to cancel or alter the**

**permanent remote work arrangement by**

**advising the other party in writing. The Employer will provide the employee in writing the rationale for a decision to cancel or alter the remote work arrangement.**

**ARTICLE 18 - COMPENSATION FOR TRAVEL**

18.06 a) Employees who, at the request of the Employer, spend **20**~~30~~

nights per year away from their headquarters area shall be credited with **21**~~14~~ hours (~~2~~ **3** days) of compensatory leave.

b) Employees who, at the request of the Employer, spend an additional five (5) (or multiple of five) nights per year away from their headquarters area, shall be credited with **7** ~~3.5~~ hours of compensatory leave for each five-night period.

**ARTICLE 19 - VACATION LEAVE**

**RESERVE**

**ARTICLE 20 - SICK LEAVE**

**RESERVE**

20.06 a) The Employer shall pay the premiums of both the employee's and the Employer's share of all benefit premiums, except the pension plan premium, for a period of up to one year for any employee who is on leave without pay (LWOP) because of

 Illness. Such payments shall be repaid to the Employer by the employee, after the employee's return to work.

**Subject to Article 5, s**~~S~~hould the employee fail to return to work, the employee recognizes that they are indebted to the Employer for the amount paid as advanced payments of benefit premiums for the period in question.

b) Notwithstanding 20.06 a) and 24.07, the Employer shall pay

the Employer’s contributions of welfare and benefit plans as

defined in Article 24 of this agreement for an employee who is

in receipt of Long-Term Disability benefits.

20.07 **Subject to Article 5, w**~~W~~hen an employee is ready to return to work after an extended period of sick leave the following will apply.

**ARTICLE 21 - SPECIAL LEAVE WITH OR WITHOUT PAY**

**RESERVE**

21.02 Bereavement Leave With Pay

For the purpose of this clause, the definition of immediate family will include the relatives of a common law spouse in the same manner as would be applied to the relatives of a spouse. For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother or foster parent), brother, sister, spouse, child, stepchild, child adopted through Indigenous custom adoption practices, or ward of the employee, father-in-law, mother- in-law, son-in-law, daughter-in-law, grandparents, employee’s grandchild, other relatives permanently residing in the employee's household or with whom the employee permanently resides, and also includes anyone for whom the employee holds a legally executed “Power of Attorney,”**or other relatives not defined by blood or legal bonds such as “chosen families” particular to non-dominant culture practices**.

c) An employee is entitled to one (1) day's bereavement leave with pay for purposes relating to the death of their brother-in- law or sister-in-law, aunt, uncle, niece or nephew, ~~or other relatives not defined by blood or legal bonds such as~~  ~~“chosen families” particular to non-dominant culture practices~~.

21.04 **One Time** ~~Spousal Union~~ Leave

* + 1. After completion of one (1) year's continuous employment with the Alliance, an employee who gives the Employer at least five (5) days' notice shall be granted **a one time leave with pay of**  five (5) days**~~.~~**~~’ leave with pay. for the purpose of getting married or for declaring spousal Union.~~
		2. ~~The employee will provide either a marriage certificate or a~~

 ~~sworn affidavit certifying to the spousal union for the purpose~~  ~~of crediting the employee with the five days (5) with pay.~~

* + 1. ~~For an employee with less than two (2) years of service, in~~ ~~the event of termination of employment for reasons other than death within six (6) months after the granting of spousal Union, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.~~
		2. ~~Use of this benefit is limited to two (2) times during years of service at PSAC.~~

21.05 Maternity Leave

 d) In the event of complications, including but not limited to premature birth, the **birthing parent** ~~mother~~ shall have the option of deferring maternity leave until the child is allowed to leave the hospital to go home. (That portion which is still unused). Return to work under this provision will require one month's notice to the Employer; less notice will be allowed by mutual consent of the employee and the Employer.

g) An applicant under sub-clause (f) of this clause shall sign an agreement with the Employer providing:

* + - 1. that the employee will return to work and remain in the Employer's employ for a period **of at least six (6) months** ~~equivalent to the number of weeks that they received the allowance specified in 21.05 f) up to a maximum of sixteen (16) weeks~~ after the employee’s return to work;

21.06 Parental Leave

1. An employee shall receive twenty-one (21) hours of leave with pay for needs related to the birth or adoption of the employee's or employee's spouse's child. **This leave is also available to employees who are foster parents, or who are responsible for care of newborns or young infants.**
2. An employee requiring leave for reasons pertaining to the birth**, including through surrogacy,** or adoption of a child joining their immediate family shall be granted up to sixty-one (61) weeks of leave without pay if the employee also took a period of maternity leave. If the employee did not take any maternity leave, the employee shall be entitled to sixty-three (63) weeks of leave without pay, or as provided for under provincial legislation, whichever is greater. Parental leave cannot be split. For greater clarity, parental leave must be taken in a single, unbroken stretch.
3. **Except in extenuating circumstances related to foster parenting or when an employee becomes responsible for a newborn or young infant, a**~~A~~ notice that leave will be requested under this clause shall be made at least three (3) months prior to the expected date of commencement of that leave. The employee shall make every effort to keep the Employer informed of leave requirements.

Notice of leave requirement may be waived by the Employer.

 h) An applicant under sub-clause (g) shall sign an agreement with

 the Employer providing:

* + - 1. that the employee will return to work and remain in the Employer's employ for a period **of at least six (6) months** ~~equivalent to the number of weeks that they received the allowance specified in 21.06 g) up to a maximum of sixty-one (61) weeks~~ after the employee’s return to work;

*Maternity and Parental Leave Supplementary Unemployment Benefits*

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

1. an allowance of ninety-three percent (93%) of **their** ~~her~~ weekly rate of pay for the one-week waiting period less any other monies earned during this period; and/or
2. up to a maximum of fifteen (15) weeks payment equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of **their** ~~her~~ weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.

21.11 Leave with Pay for Family and Personal Responsibilities

* + 1. Up to a total of **eighty (80)** ~~sixty (60)~~ hours leave with pay will be granted in the categories below (21.11 b, 21.11 c and 21.11 d) in a calendar year. A maximum of twenty-eight (28) hours of unused Leave with Pay for Family and Personal Responsibilities from the current calendar year shall be carried over to the following year and shall expire at the end of that year.

 e) For the purpose of this clause, family is defined as spouse (including common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse and foster children), parents (including step-parents or foster parents) not necessarily residing with the employee but requiring assistance, grandparents, mother-in-law, father-in- law, grandchildren, or any relative residing in the employee’s household or with whom the employee permanently resides and anyone for whom the employee has power of attorney**, or other relatives not defined by blood or legal bonds such as “chosen families” particular to non-dominant culture practices**..

21.17 Special Leave Without Pay

The Parties hereby agree that the Employer shall grant leave without pay for a period of up to one (1) year to each employee who has completed **five (5)** ~~seven (7)~~ years of continuous employment within the bargaining unit. Furthermore, the Employer The Employer shall not be required to grant such leave during the same period of time to more than one (1) shall grant further periods of leave without pay of up to one (1) year after an employee has completed each additional **five (5)** ~~seven (7)~~ years of continuous employment within the bargaining unit.

21.23 Social Justice Leave

At the request of an employee, up to a total of fourteen (14) hours with pay shall be granted as follows: (This leave is not subject to carry over or to being cashed out.)

1. to attend a recognized function sponsored by an organization other than the Employer during International Women’s Week; **and**

~~b) for the purposes of celebrating National Aboriginal Day on~~ ~~June 21 to attend a recognized function sponsored by an organization other than the Employer; and~~

1. for the purpose of recognition and celebration of human rights to attend a recognized function related to human rights.

**ARTICLE 22 - PAID HOLIDAYS**

 **p) National Indigenous Peoples Day.**

 **q) National Day for Truth and Reconciliation**

**ARTICLE 24 - WELFARE PLANS AND BENEFITS**

**RESERVE**

**ARTICLE 25 - EXPENSES AND ALLOWANCES**

**RESERVE**

**ARTICLE 27 - EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT LEAVE WITH PAY**

*Career Development Leave With Pay*

27.05 a) Career development refers to an activity which in the opinion

 of the Employer is likely to be of assistance to the individual in furthering the employee’s career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:

 **iv) Leadership development for Indigenous employees.**

**ARTICLE 29 - HEALTH AND SAFETY**

**RESERVE**

* 1. **a)** A pregnant **or expressing** employee will have the right to refuse to perform duties when said employee has reasonable cause to believe that performing those duties may put them or the fetus at risk, **or their express milk may be adversely affected**. An employee who exercises this right shall be assigned other duties with no loss of pay.

**b)** **The employer shall provide a safe and private location for employees while expressing.**

**29.XX An employee is under no obligation to engage in work-related communications including, but not limited to, answering calls, emails and texts outside of normal working hours and/or during approved leaves of absence. There shall be no disciplinary action or reprisals against any employee who exercises their right to disconnect.**

**29.XX JOINT MENTAL HEALTH WORKING GROUP AND IMPLEMENTATION OF THE NATIONAL STANDARD OF OF CANADA FOR PSYCHOLOGICAL HEALTH AND SAFETY IN THE WORKPLACE. [DELETE MOA#9]**

The PSAC and CULE recognize the importance of ensuring a workplace Culture which promotes and improves the psychological health and safety of all employees in the workplace.

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

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

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

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

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

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

The National Working Group on Mental Health will be comprised of Union and Employer representatives. The Leadership of the parties is responsible for determining the number and the identity of their representatives, with the goal of cross organization representation.

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

**ARTICLE 30 - BILINGUALISM ALLOWANCE**

**RESERVE**

30.01 For greater clarity, employees who use another language**, including Indigenous languages,** which is considered an asset by the Employer would also receive such an allowance.

**ARTICLE 31 - PAY**

31.02 **Where, just before an employee has been appointed to a new**

 **position, the employee held a position at the same level on a temporary or permanent basis, that employee will retain the same pay increment date that was associated with the previous position. For greater clarity, this does not constitute a promotion.**~~The pay increment date for an employee appointed~~  ~~to a position shall be their anniversary date of the increment period~~  ~~for the position to which the employee was appointed~~.

**ARTICLE 39 - CULE SOLIDARITY FUND**

**RESERVE**

**ARTICLE XX - PROFESSIONAL FEES**

**RESERVE**

**ARTICLE XX - CONFLICT OF INTEREST**

**XX.01 Managers and AEC members must declare any potential conflict**

**of interest in relation to an alleged case of discrimination or harassment when they are, or may be perceived to be or directly involved with an alleged violation.**

**Managers and AEC members must also declare any potential or**

**perceived conflict of interest because of their personal relationship with one of the parties or reasonable apprehension of bias.**

**In such cases, the next level of management not involved in the complaint must assume responsibilities associated with a resolution.**

**ARTICLE 42 - MODIFICATION, TERM, RENEWAL OF AGREEMENT**

**RESERVE**

**APPENDIX “A” - RATES OF PAY**

**RESERVE**

# **MEMORANDUM OF AGREEMENT BETWEEN**

**PUBLIC SERVICE ALLIANCE OF CANADA (EMPLOYER) AND**

**CANADIAN UNION OF LABOUR EMPLOYEES (UNION)**



**RESERVE \*subject to renumbering of Memoranda**

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

# **~~MEMORANDUM OF AGREEMENT #2 BETWEEN~~**

**~~PUBLIC SERVICE ALLIANCE OF CANADA (EMPLOYER) AND~~**

**~~CANADIAN UNION OF LABOUR EMPLOYEES (UNION)~~** **~~CAR ALLOWANCE CRITERIA~~**

~~~~

~~The determination whether a new employee will be required to use their automobile on employer business as per Article 25.01 (b) shall include, but not limited to, the following:~~

* + ~~Average mileage driven;~~
	+ ~~Frequency of usage;~~
	+ ~~Availability of transportation alternatives;~~
	+ ~~Consideration of hours of work;~~
	+ ~~Safety and health implications;~~
	+ ~~Past usage;~~
	+ ~~Accessibility to the membership;~~
	+ ~~Nature of the work;~~
	+ ~~Cost~~

~~The decision on whether an automobile will be required will be made prior to running the competition for a position. Prior to deciding on the application of these criteria the Regional Coordinator shall consult with the appropriate CULE Director to seek input regarding the relative weight of each of the above-noted criteria that will apply for each position.~~

~~A decision not to provide the car allowance can be reviewed if, based on experience, one or more criteria has changed. This review may result in a change to provide for the entitlement to the car allowance that flows from Article 25.01 (b).~~

# **MEMORANDUM OF AGREEMENT #6**

**BETWEEN**

**PUBLIC SERVICE ALLIANCE OF CANADA (PSAC) - EMPLOYER AND**

**CANADIAN UNION OF LABOUR EMPLOYEES (UNION) ROLE OF REVP IN STAFF RELATIONS**

REVP~~'~~s **and REVP staff** shall not be directly involved in the assignment of work and /or the supervision of Regional Office staff~~, with the exception of their political Executive Assistant and the Regional Communications Political Advisor~~.

**REVPs and REVP staff shall not perform bargaining unit work.**

~~This shall not prevent RO staff who have been assigned by the Regional Coordinator to work on specific projects with an REVP, from receiving direction from the REVP on these projects.~~

# **~~MEMORANDUM OF AGREEMENT #9~~**

**~~BETWEEN~~**

**~~PUBLIC SERVICE ALLIANCE OF CANADA (PSAC) - EMPLOYER AND~~**

**~~CANADIAN UNION OF LABOUR EMPLOYEES (UNION)~~** **~~NATIONAL WORKING GROUP ON MENTAL HEALTH~~**

~~~~

~~The PSAC and CULE recognize the importance of ensuring a workplace culture which promotes and improves the psychological health and safety of all employees in the workplace.~~

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

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

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

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

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

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

~~The National Working Group on Mental Health will be comprised of Union and Employer representatives. The Leadership of the parties is responsible for determining the number and the identity of their representatives, with the goal of cross organization representation.~~

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

# **MEMORANDUM OF AGREEMENT #10**

**BETWEEN**

**PUBLIC SERVICE ALLIANCE OF CANADA (EMPLOYER) AND**

**CANADIAN UNION OF LABOUR EMPLOYEES (UNION)** **JOINT BENEFITS COMMITTEE**



Pursuant to Article 24.05 the Parties agree to establish a Joint Benefits Committee consisting of two (2) Union members and two (2) Employer representatives. The purpose of the Committee is to review the benefit plans ~~with a view towards making recommendations to their principles on cost containment~~. The benefit plans to be reviewed consist of the following:

1. Dental Plan
2. Vision Plan
3. Extended Health Care Plan
4. Disability Insurance
5. Accidental Death and Dismemberment
6. Life Insurance

The committee will meet within sixty (60) days of the signing of this collective agreement. The Employer will pay for all costs related to the participation for one Union representative, of the Union’s choosing, on the committee. In addition, Union representatives shall suffer no loss of pay as a result of their participation on the committee.

# **MEMORANDUM OF AGREEMENT #13**

**BETWEEN**

**PUBLIC SERVICE ALLIANCE OF CANADA (EMPLOYER) AND**

**CANADIAN UNION OF LABOUR EMPLOYEES (UNION)** **RETIREE BENEFIT PLAN STRUCTURE**

**RESERVE**

# **MEMORANDUM OF AGREEMENT #14**

**BETWEEN**

**PUBLIC SERVICE ALLIANCE OF CANADA (EMPLOYER) AND**

**CANADIAN UNION OF LABOUR EMPLOYEES (UNION)**

**NORTHERN NEGOTIATOR & NORTHERN GRIEVANCE AND ADJUDICATION OFFICER POSITIONS**



**RESERVE**

# **MEMORANDUM OF AGREEMENT #15**

**BETWEEN**

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

**AND**

**CANADIAN UNION OF LABOUR EMPLOYEES (UNION)**

# **PENSION BENEFITS**



**RESERVE**

# **~~MEMORANDUM OF AGREEMENT #16~~**

**~~BETWEEN~~**

**~~PUBLIC SERVICE ALLIANCE OF CANADA (EMPLOYER)~~**

**~~AND~~**

**~~CANADIAN UNION OF LABOUR EMPLOYEES (UNION)~~**

# **~~ELECTRONIC EXPENSE CLAIM SYSTEM~~**



~~The Employer shall establish an Electronic Expense Claim System for Employees no later than June 1, 2021.~~

# **~~MEMORANDUM OF AGREEMENT #17~~**

**~~BETWEEN~~**

**~~PUBLIC SERVICE ALLIANCE OF CANADA (EMPLOYER)~~**

**~~AND~~**

**~~CANADIAN UNION OF LABOUR EMPLOYEES (UNION)~~**

# **~~VACATION LEAVE EXCESS~~**



~~On January 1, 2021, all vacation leave acquired prior to January 1, 2021 will be converted into a monetary amount based on the employee’s current salary and placed in a separate excess leave bank account. Employees will have the ability to use this vacation leave or cash it out. As of January 1, 2021, the Employer will be strictly applying article 19.03 of the collective agreement, as amended in this round of bargaining, and employees will only be able to carry- over two (2) year’s entitlement of vacation leave.~~

# **MEMORANDUM OF AGREEMENT #XX**

**BETWEEN**

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

**AND**

**CANADIAN UNION OF LABOUR EMPLOYEES (UNION)**

**WORKLOAD COMMITTEE**

**A joint union-management committee will be established to review**

**workload issues. The committee will be composed of up to three (3) union and three (3) employer representatives.**

**The joint committee will meet twice a year and will provide**

**recommendations to the employer.**

**The joint committee will take into account the National Standards of**

**Canada for Psychological Health and Safety in the Workplace when**

**making recommendations.**

**The joint committee will be established within ninety (90) days of the**

**signing of the collective agreement.**

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# **MEMORANDUM OF AGREEMENT #XX**

# **BETWEEN**

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

**AND**

**CANADIAN UNION OF LABOUR EMPLOYEES (UNION)**

**STAFFING AUDIT**

**The Parties agree that having a transparent and equitable staffing practices and procedures are important to the success of the organization.**

**As such, in consultation with the Union, the Employer agrees to engage the services of an external auditor to audit all staffing practices and procedures.**

**The Employer, in consultation with the Union, will develop the terms of reference and scope of the audit, which shall include but is not limited to:**

* **The audit be conducted with an equity analysis.**
* **The audit identify barriers for any equity-seeking groups.**
* **The audit identify areas where staffing practices or procedures could harm any equity-seeking persons.**
* **The audit include recommendations to remove any identified barriers or hazards.**

**The Employer, in consultation with the Union, will develop a plan and timeline to implement each of the identified recommendations.**

**An external auditor shall be chosen within ninety (90) days of ratification of the Collective Agreement.**

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# **MEMORANDUM OF AGREEMENT #XX**

**BETWEEN**

**PUBLIC SERVICE ALLIANCE OF CANADA (PSAC) - EMPLOYER AND**

**CANADIAN UNION OF LABOUR EMPLOYEES (UNION)** **JOINT INDIGENOUS ADVISORY COMMITTEE**



**The parties agree to establish a joint Union Management committee which will include one Indigenous CULE member per region and will operate on a consensus model. The committee will advise the Employer on issues that affect Indigenous staff in the workplace, including but not limited to:**

* **Decolonization**
* **Alternative Dispute Resolution Process for Indigenous Staff when filing a complaint under Article 5 of the Collective Agreement**
* **Elder/Knowledge Keeper protocol for each Regional Office**
* **Traditional Acknowledgement of the Land**
* **Indigenous Racism**
* **Truth and Reconciliation Commission Recommendations**
* **Missing and Murdered Indigenous Women and Girls, etc.**

**Members of the committee will be provided time off with pay to participate in the committee and will meet on a regular basis including an in person meeting for one week per year. All expenses related to the participation in this committee including, but not limited to, Elder/Knowledge Keeper, ceremonial tobacco/medicines, etc. will be paid for by the Employer.**

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**MEMORANDUM OF AGREEMENT #XX**

**BETWEEN**

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

**AND**

**CANADIAN UNION OF LABOUR EMPLOYEES (UNION)**

**EMPLOYMENT TERMS AND CONDITIONS APPLICABLE TO CONTRACT ORGANIZERS**

**The Parties recognize the importance of the PSAC Organizing Program and the role of Contract Organizers in building the PSAC membership by winning representation rights for unorganized workers.**

 **As such, the Parties agree as follows:**

**1. The Employer and the Union agree that Contract Organizers, comprised of all employees of PSAC employed on a term basis to support organizing campaigns working in all of Canada except Quebec, are members of CULE. The Employer shall collect and pay the applicable union dues to the Treasurer of the Union.**

**2. The following Articles of the Collective Agreement shall apply to Contract Organizers:**

**• ARTICLE 1: PURPOSE OF AGREEMENT**

**• ARTICLE 2: DEFINITIONS**

**• ARTICLE 3: APPLICATION**

**• ARTICLE 4: MANAGEMENT RIGHTS**

**• ARTICLE 5: NO DISCRIMINATION AND HARASSMENT**

**• ARTICLE 6: RECOGNITION**

**• ARTICLE 7: APPOINTMENT OF REPRESENTATIVES**

**• ARTICLE 8: UNION SECURITY**

**• ARTICLE 9: RETENTION OF RIGHTS AND PRIVILEGES**

**• ARTICLE 11: INFORMATION TO THE UNION AND**

 **EMPLOYEES**

**• ARTICLE 12: JOINT CONSULTATION**

**• ARTICLE 13: BARGAINING COMMITTEES**

**• ARTICLE 14: GRIEVANCE PROCEDURE**

**• ARTICLE 16: DISCIPLINE**

**• CLAUSE 17.25: REMOTE WORK**

**• ARTICLE 18: COMPENSATION FOR TRAVEL**

**• ARTICLE 21: SPECIAL LEAVE WITH OR WITHOUT PAY**

**• ARTICLE 22: PAID HOLIDAYS**

**• CLAUSE 23.06: TERMINATION FOR OTHER REASONS**

**• ARTICLE 24: WELFARE PLANS AND BENEFITS**

 **(EXCEPT 24.03)**

**• CLAUSES 27.06 AND 27.07: EDUCATION**

 **LEAVE WITHOUT PAY AND**

 **CAREER DEVELOPMENT**

 **LEAVE WITH PAY**

**• ARTICLE 28: NO STRIKE – NO LOCKOUT**

**• ARTICLE 29: HEALTH AND SAFETY**

**• ARTICLE 30: BILINGUALISM BONUS**

**• ARTICLE 31: COMPENSATION**

**• ARTICLE 34: UNION LABEL**

**• ARTICLE 35: STATEMENT OF DUTIES**

**• ARTICLE 39: MODIFICATION, TERM, RENEWAL OF**

 **AGREEMENT**

**• APPENDIX “A”: RATES OF PAY AND LIST OF POSITIONS**

**• MOA #5: CLASSIFICATION SYSTEM**

**\* Transitional provisions until Contract Organizers are classed on the Classification System outlined in MOA #5**

**Contract Organizers hired on or before the ratification of the Collective Agreement shall have their salary green circled and be entitled to negotiated wage increases retroactive to each year the Collective Agreement is in force.**

**Once classification is complete, salaries will be adjusted retroactive to May 1, 2019, in accordance with Appendix “A”.**

**3. The parties agree that, in addition to the aforementioned articles, the following terms and conditions apply to Contract Organizers.**

**a) For each hour worked beyond thirty-five (35) hours a week, including hours worked on Saturday and Sunday, an hourly rate 1½ times the Contract Organizer’s normal rate shall be paid.**

**b) The following annual leave credits shall be accumulated for each calendar month during which a Contract Organizer receives compensation for at least seventy (70) hours:**

**i. Eight point seventy-five (8.75) hours if they have less than two (2) years of continuous employment;**

**ii. Eleven point sixty-seven (11.67) hours if they have two (2) years of continuous employment.**

**Should a Campaign Organizer not reach seventy (70) hours, the annual leave credits shall be prorated. If a Contract Organizer does not use up all of their annual leave credits when their contract ends, their annual leave credits shall be calculated at their hourly rate and paid to them at the end of their contract.**

**c) Sick leave credits of eight point seventy-five hours (8.75) shall be accumulated for each calendar month during which a Contract Organizer receives compensation for at least seventy (70) hours. Should a Contract Organizer not reach seventy (70) hours, the sick leave credits shall be prorated. If a Contract Organizer does not use up all of their sick leave credits when their contract ends, these credits do not have any monetary value and consequently will not be paid out. However, they shall be accumulated when the contract is renewed until there has been a broken period of employment, as defined in**

**Article 2.01 (e) of the Collective Agreement.**

**d) Leave of Absence without Pay**

**The Employer may grant a leave without pay of six (6) months to Contract Organizers with more than one (1) year of continuous employment.**

**At the end of the unpaid leave, the Contract Organizer shall be entitled to return to the position subject to the availability of work. If workforce reductions have been implemented, the Employee’s return to work will be based on their seniority as a Contract Organizer. This leave will be authorized subject to operational requirements.**

**Contract Organizers shall be entitled to apply for this leave without pay once every two (2) years.**

**4. a) Contract Organizers who have at least twelve (12) months of continuous employment, as defined in the collective agreement, have a right to apply for staffing competitions and shall be considered at the same level as PSAC member applicants.**

**b) Contract Organizers who have at least twenty-four (24) months of continuous employment, as defined in the Collective Agreement, shall be entitled to apply for closed (internal) staffing competitions.**

**5. The contract of a Contract Organizer shall be automatically renewed for a period of one (1) month when, once the term is up, if the Contract Organizer continues to do their work for a period of five (5) working days, without the Employer advising them about the renewal of their contract. For greater certainty, no Contract Organizer’s contract can be automatically renewed for an indeterminate period.**

**6. Contract Organizers shall be advised whether or not their contract will be renewed as follows:**

**a. One (1) week of advance notice for all contracts of three (3) or fewer months;**

**b. Two (2) weeks of advance notice for all contracts of three (3) or more months.**

**7. Contract Organizers who have more than two (2) years of continuous employment shall receive four (4) weeks’ notice of the termination of their contract.**

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# **Discussion items:**

* Timelines and non-compliance with Articles
* Hyperlinked electronic copy of Collective Agreement: table of contents employer policies
* Recognition of Elder/Knowledge Keeper in benefits plan
* Article 5 - Investigations