

TENTATIVE AGREEMENT
TO SETTLE OUTSTANDING COLLECTIVE BARGAINING ISSUES
WITH THE
CANADIAN ASSOCIATION OF PROFESSIONAL EMPLOYEES
AND
THE TREASURY BOARD OF CANADA
IN RESPECT OF THE
ECONOMICS AND SOCIAL SCIENCE SERVICES (EC) GROUP NEGOTIATIONS

Cyr,
Daniel

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by Cyr, Daniel
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Girard,
Martine

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SCT, CN="Girard, Martine"
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The parties hereto agree to enter into a tentative agreement as follows:

1. Increases to the rates of pay and duration of the collective agreement, as specified at **Annex A**.
2. Amendments to the following provisions, as identified at **Annex B**:
 - Article 2 - Interpretation and definitions
 - Article 17 - No sexual harassment
 - Article 19 - Leave, general
 - Article 21 - Other leave with or without pay
 - 21.02 - Bereavement leave with pay
 - 21.13 - Leave with pay for family-related responsibilities
 - Article 24 - Vacation leave with pay
 - Article 28 - Hours of work and overtime
 - Article 33 – Shift and weekend premiums
 - New article - Leave for traditional indigenous practices
 - Appendix C - Variable hours of work
 - Appendix D - Penological factor allowance
 - Appendix J - Memorandum of understanding between the Treasury Board of Canada and the Canadian Association Professional Employees with respect to implementation of the collective agreement

- New Appendix - Memorandum of understanding between the Treasury Board of Canada and the Canadian Association of Professional Employees with respect to maternity leave and parental leave
 - New Appendix - Memorandum of understanding between the Treasury Board of Canada and the Canadian Association of Professional Employees with respect to pay simplification solutions
 - New Appendix - Memorandum of understanding between the Treasury Board of Canada and the Canadian Association of Professional Employees with respect to gender-inclusive language
3. All substantive items agreed to and signed during the course of the EC group negotiations as identified under **Annex C** form part of this agreement:
- Article 3 - Application
 - Article 20 - Designated paid holidays
 - Article 35 - Discipline
 - Appendix B - Part-time employees
4. The following administrative items agreed to and signed during the course of the EC group negotiations as identified below form part of this agreement:
- Article 21 - Other leave with or without pay – Maternity/Parental allowances
 - Delete references to “each week” where it is causing confusion and delete “recruitment and retention terminable allowance” as there is no recruitment and retention allowance in the EC group
 - Article 21 - Other leave with or without pay – Leave with pay for family-related responsibilities
 - 21.13 c. vii. & d. - Amendments to identify the correct paragraphs to which they should refer.
 - Article 28 – Hours of work and overtime
 - 28.14 c. ii. - Amendment to identify the correct paragraph to which it should refer.
 - Article 36 - Employee performance review and employee files
 - 36.01 a. – Add “or her”
 - Article 40 - Grievance procedure
 - 40.21 - Add title “Grievor protection”
5. In regards to the National Joint Council’s Bilingual Bonus Directive :

- 5.1. The Employer commits to not propose the elimination or the reduction of the existing bilingualism bonus set forth in the current National Joint Council (NJC) Bilingual Bonus Directive during the life of this collective agreement.
- 5.2. The Employer further commits to recommending the inclusion of the NJC Bilingualism Bonus Directive in the 2023-2024 cyclical review.
6. In regards to the definition of “Family”, the Treasury Board of Canada Secretariat agrees to convene forthwith consultations with the Association to discuss the possibility of implementing a general definition into the collective agreement with specificities enshrined under each leave provisions, where applicable. The parties agree that any changes in language will not result in changes in application, scope or value of any provision.
7. Unless otherwise expressly stipulated, the parties agree that changes to the EC collective agreement will not result in any retroactive payment or adjustment. They will form part of the implementation, on a prospective basis, of the new collective agreement once signed.
8. The effective dates for economic increases will be specified in this tentative agreement. All components of the agreement unrelated to pay administration will come into force on signature of the collective agreement.
9. The Employer and the Canadian Association of Professional Employees agree to withdraw all other outstanding items.
10. Unless otherwise agreed between the parties during negotiations, existing provisions and appendices in the collective agreement are renewed.
11. The Appendix K that was set to expire upon issuance of the new directive covering both harassment and violence situations or on June 21,2022, whichever came first, is deleted.
12. The Canadian Association of Professional Employees agrees to unanimously recommend the ratification of this tentative agreement to its members and the Employer agrees to unanimously recommend the ratification of this tentative agreement to its principals.
13. Tentative agreements are subject to approval by the Treasury Board of Canada.

ANNEX A

RATES OF PAY AND DURATION

Rates of Pay (General Economic Increases)

Year 1 - June 22, 2022 - Increase to rates of pay: 3.50%

Year 1 - June 22, 2022 - Wage adjustment: 1.25%

Year 2 - June 22, 2023 - Increase to rates of pay: 3.00%

Year 3 - June 22, 2024 - Increase to rates of pay: 2.00%

Year 3 - June 22, 2024 - Wage adjustment: 0.25%

Year 4 - June 22, 2025 - Increase to rates of pay: 2.00%

One-time allowance Related to the Performance of Regular Duties:

- The Employer will provide a one-time lump-sum payment of two thousand five hundred dollars (\$2,500) to incumbents of positions within the EC group on the date of signing of the collective agreement.
- This one-time allowance will be paid to incumbents of positions within the EC group for the performance of regular duties and responsibilities associated with their position.
- Payment will be issued according to implementation timelines as per Appendix J - Memorandum of Understanding with Respect to Implementation of the Collective Agreement.

Pay Line Adjustment

- June 22, 2023 – Pay Line Adjustment of 0.5% to be applied to every step of every classification and level in the EC group.
- The implementation of these adjustments will be made in accordance with the implementation timelines as per Appendix J - Memorandum of Understanding with Respect to Implementation of the Collective Agreement.

Effective date of the agreement:

June 22, 2022

ARTICLE 54
DURATION

54.01 This agreement shall expire on June 21, ~~2022~~ **2026**.

ANNEX B

AMENDMENTS TO PROVISIONS OF THE ECONOMICS AND SOCIAL SCIENCE SERVICES (EC) GROUP COLLECTIVE AGREEMENT

ARTICLE 2 INTERPRETATION AND DEFINITIONS

“Employer” (« Employeur »)

means ~~Her~~ **His** Majesty in right of Canada as represented by the Treasury Board, and includes any person authorized to exercise the authority of the Treasury Board;

ARTICLE 17
NO SEXUAL HARASSMENT

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

ARTICLE 19
LEAVE, GENERAL

(...)

19.07 An employee shall not earn **or be granted** leave credits under this collective agreement in any month **nor in any fiscal year** for which leave has already been credited **or granted** to him or her under the terms of any other collective agreement ~~to which the Employer is a party~~ or under other rules or regulations ~~of the Employer~~ **applicable to organizations within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*.**

(...)

ARTICLE 21
OTHER LEAVE WITH OR WITHOUT PAY

(...)

21.02 Bereavement leave with pay

(...)

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

(...)

21.13 Leave with pay for family-related responsibilities

- a. For the purpose of this clause, family is defined as spouse (or common-law partner), children (including foster children and children of spouse or common-law partner and ward of the employee), parents (including step-parents or foster parents), parents of a spouse or common-law partner, brother, sister, stepbrother, stepsister, grandparents, grandchild, 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, or 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.
- b. The total leave with pay which may be granted under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.
- c. The Employer shall grant leave with pay under the following circumstances:
- i. 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;
 - ii. 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;
 - iii. to provide for the immediate and temporary care of an elderly member of the employee's family;
 - iv. for needs directly related to the birth or to the adoption of the employee's child

- v. to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
 - vi. to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
 - vii. **to visit a family member who, due to an incurable terminal illness, is nearing the end of their life;**
 - viii. ~~Seven decimal five (7.5)~~ **fifteen (15)** hours of the thirty-seven decimal five (37.5) hours stipulated in paragraph 21.12(b) 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.
- d. Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 21.12(c) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

(...)

ARTICLE 24
VACATION LEAVE WITH PAY

(...)

Accumulation of vacation leave credits

24.02 An employee shall earn vacation leave credits at the following rate for each calendar month during which the employee receives pay for at least seventy-five (75) hours:

- a. nine decimal three seven five (9.375) hours at the employee's straight-time hourly rate until the month in which the anniversary of the employee's ~~eighth (8th)~~ **seventh (7)** year of service occurs; (fifteen (15) days per year);
- b. twelve decimal five (12.5) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's ~~eighth (8th)~~ **seventh (7)** year of service occurs; (twenty (20) days per year);
- c. thirteen decimal seven five (13.75) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's sixteenth (16th) year of service occurs; (twenty-two (22) days per year);
- d. fourteen decimal three seven five (14.375) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's seventeenth (17th) year of service occurs; (twenty-three (23) days per year);
- e. fifteen decimal six two five (15.625) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's eighteenth (18th) year of service occurs; (twenty-five (25) days per year);
- f. sixteen decimal eight seven five (16.875) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's twenty-seventh (27th) year of service occurs; (twenty-seven (27) days per year);
- g. eighteen decimal seven five (18.75) hours at the employee's straight-time hourly rate commencing with the month in which the anniversary of the employee's twenty-eighth (28th) year of service occurs; (thirty (30) days per year);

- h. leave will be scheduled on an hourly basis with the hours debited for each day of vacation leave being the same as the hours the employee would have been scheduled to work on that day or portion thereof;
- i. for the purpose of clauses 24.02 and 24.16 only, all service within the public service and service in the Library of Parliament ~~or~~, the Office of the Parliamentary Budget Officer, **the House of Commons or the Senate**; whether continuous or discontinuous, shall count toward vacation leave;

(...)

Appointment from a separate employer

(...)

24.16

- a. The employee shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in paragraph 24.02(j).
- b. The vacation leave credits provided in paragraph 24.16(a) above shall be excluded from the application of clause 24.07 dealing with the carry-over of vacation leave.

For clarity, employees shall be credited the leave described in 24.16 only once in their total period of employment in the public service.

ARTICLE 28
HOURS OF WORK AND OVERTIME

28.01 Hours of work

- a. **Day Work** - Except as provided for in clause 28.03, the normal workweek shall be thirty-seven decimal five (37.5) hours exclusive of lunch periods, comprising five (5) days of seven decimal five (7.5) hours each, Monday through Friday. The workday shall be scheduled to fall within a nine (9) hour period between the hours of 6 am and 6 pm, unless otherwise agreed in consultation between the Association and the Employer at the appropriate level.
- b. An employee normally shall be granted two (2) consecutive days of rest during each seven (7)-day period unless operational requirements do not so permit.
- c. Subject to operational requirements as determined from time to time by the Employer, an employee on **day work** shall have the right to select and request flexible **starting and finishing times** ~~hours~~ between 6 am and 6 pm **and such request shall not be unreasonably denied. These hours can be non-consecutive, however, the implementation of any such variation in hours shall not result in any additional expenditure or cost by reason only of such variation.**
- d. **Variable Hours** - Notwithstanding the provisions of this article, upon request of an employee and the concurrence of the Employer, **hours of work may be scheduled in accordance with the variable hours of work provisions established at Appendix C of this agreement,** ~~an employee may complete his or her weekly hours of employment in a period other than five (5) full days~~ provided that over **the life-cycle of the variable hours'** schedule, the employee works an average of thirty-seven decimal five (37.5) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every variable hour period, such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.
 - i. ~~Notwithstanding the provisions of this article, upon request of an employee and the concurrence of the Employer, an employee may complete his or her weekly hours of employment in a period other than five (5) full days provided that over a variable hour schedule the employee works an average of thirty-seven decimal five (37.5) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the~~

~~Employer. In every variable hour period, such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.~~

~~ii Notwithstanding anything to the contrary contained in this agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this agreement.~~

- e. **Notwithstanding anything to the contrary contained in this agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this agreement.**
- f. Employee may be required to submit monthly attendance registers; only those hours of overtime and absences need to be specified.

~~28.02 Employees covered by paragraph 28.01(c) shall be subject to the variable hours of work provisions established in this agreement.~~

~~28.03~~ **28.02 Shift Work-** For employees who work on a rotating or irregular basis:

- a. Normal hours of work shall be scheduled so that employees work:
 - i. an average of thirty-seven decimal five (37.5) hours per week and an average of five (5) days per week, and either
 - ii. seven decimal five (7.5) hours per day, or
 - iii. an average of seven decimal five (7.5) hours per day where so agreed between the Employer and the majority of the employees affected.
- b. Every reasonable effort shall be made by the Employer:
 - i. not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift;
 - ii. to avoid excessive fluctuations in hours of work;
 - iii. to consider the wishes of the majority of employees concerned in the arrangement of shifts within a shift schedule;

- iv. to arrange shifts over a period of time not exceeding fifty-six (56) days and to post schedules at least fourteen (14) days in advance of the starting date of the new schedule;
 - v. to grant an employee a minimum of two (2) consecutive days of rest.
- c. The Employer shall make every reasonable effort to schedule a meal break of one half (1/2) hour during each full shift which shall not constitute part of the work period. Such meal break shall be scheduled as close as possible to the midpoint of the shift, unless an alternate arrangement is agreed to at the appropriate level between the Employer and the employee. If an employee is not given a meal break scheduled in advance, all time from the commencement to the termination of the employee's full shift shall be deemed time worked.
- d. Where an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:
- i. on the day it commenced where half (1/2) or more of the hours worked fall on that day,
or
 - ii. on the day it terminates where more than half (1/2) of the hours worked fall on that day.

Accordingly, the first (1st) day of rest will be considered to start immediately after midnight of the calendar day on which the employee worked or is considered to have worked the employee's last scheduled shift; and the second (2nd) day of rest will start immediately after midnight of the employee's first (1st) day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

(...)

28.13 Meal allowance

(...)

- d. This clause shall not apply:
- i. to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.
or
 - ii. **to an employee who has obtained authorization to work at the employee's residence.**

ARTICLE 33
SHIFT AND WEEKEND PREMIUMS

33.01 Shift premium

An employee working on shifts, half or more of the hours of which are regularly scheduled between 4 pm and 8 am, will receive a shift premium of two dollars **and twenty-five cents** (\$2.25) per hour for all hours worked, including overtime hours, between 4 pm and 8 am. The shift premium will not be paid for hours worked between 8 am and 4 pm.

33.02 Weekend premium

- a. Employees shall receive an additional premium of two dollars **and twenty-five cents** (\$2.25) per hour for work on a Saturday and/or Sunday for hours worked as stipulated in paragraph (b) below.
- b. A weekend premium shall be payable in respect of all regularly scheduled hours at straight-time rates worked on Saturday and/or Sunday.

NEW ARTICLE
LEAVE FOR TRADITIONAL INDIGENOUS PRACTICES

XX.01 Subject to operational requirements as determined by the Employer, fifteen (15) hours of leave with pay and twenty-two decimal five (22.5) hours of leave without pay per fiscal year shall be granted to an employee who self-declares as an Indigenous person and who requests leave to engage in traditional Indigenous practices, including land-based activities such as hunting, fishing, and harvesting.

For the purposes of this article, an Indigenous person means First Nations, Inuit or Métis.

XX.02 Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this article shall, when delivered to the Employer, be considered as meeting the requirements of this article.

XX.03 An employee who intends to request leave under this article must give notice to the Employer as far in advance as possible before the requested period of leave.

XX.04 Leave under this article may be taken in one or more periods. Each period of leave shall not be less than seven decimal five (7.5) hours.

APPENDIX C

Variable hours of work

The Employer and the Association agree that the following conditions shall apply to employees for whom variable hours of work schedules are approved pursuant to the relevant provisions of this agreement. This agreement is modified by these provisions to the extent specified herein.

It is agreed that the implementation of any such variation in hours shall not result in any additional expenditure or cost by reason only of such variation.

C.01 General terms

~~The scheduled hours of work of any day as set forth in a work schedule, may exceed or be less than the regular workday hours specified by this agreement;~~ Starting and finishing times, meal breaks and rest periods are subject to the approval of the Employer. ~~and the daily hours of work shall be consecutive.~~

The scheduled hours of work as set forth in a variable-schedule may:

- 1. exceed or be less than seven decimal five (7.5) hours per day;**
- 2. be before or beyond 6 am and 6 pm**
- 3. vary from five (5) days per week;**
- 4. vary from Monday through Friday each week (i.e., be on Saturday and/or Sunday); and**
- 5. be non-consecutive.**

For shift workers such schedules shall provide that an employee's normal workweek shall average the weekly hours per week specified in this agreement over the life of the schedule. The maximum life of a schedule shall be six (6) months.

For day workers, such schedules shall provide that an employee's normal workweek shall average the weekly hours per week specified in this agreement over the life of the schedule. The maximum life of a schedule shall be fifty-two (52) weeks.

Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

(...)

APPENDIX D

Penological factor allowance

General

D.01 a penological factor allowance (PFA) shall be payable to incumbents in some positions in the bargaining unit which are in Correctional Service Canada, subject to the following conditions.

D.02 the penological factor allowance is used to provide additional compensation to an incumbent of a position who, by reason of duties being performed in a penitentiary, as defined in the *corrections and conditional release act* as amended from time to time, assumes additional responsibilities for the custody of inmates other than those exercised by the correctional group.

D.03 the payment of the allowance for the penological factor is determined by the designated security level of the penitentiary as determined by the Correctional Service Canada. For those institutions with more than one (1) designated security level (that is, multi-level institutions), the pfa shall be determined by the highest security level of the institution.

Amount of PFA

D.04

Penological factor allowance designated security level of the penitentiary

Maximum	Medium	Minimum
\$2,000 \$2,140	\$1,000 \$2,140	\$600 \$2,140

APPENDIX J

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND
THE CANADIAN ASSOCIATION PROFESSIONAL EMPLOYEES WITH RESPECT TO
IMPLEMENTATION OF THE COLLECTIVE AGREEMENT**

1. The effective dates for economic increases will be specified in the collective agreement. Other provisions of the collective agreement will be effective as follows:
 - a) All components of the agreement unrelated to pay administration will come into force on signature of this agreement unless otherwise expressly stipulated.
 - b) Changes to existing and new compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one hundred and eighty (180) days after signature of agreement, on the date at which prospective elements of compensation increases will be implemented under 2.a).
 - c) Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid as per the previous provisions until changes come into force as stipulated in 1.b).

2. The collective agreement will be implemented over the following time frames:
 - a) The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one hundred and eighty (180) days after signature of this agreement where there is no need for manual intervention.
 - b) Retroactive amounts payable to employees will be implemented within one hundred and eighty (180) days after signature of this agreement where there is no need for manual intervention.
 - c) Prospective compensation increases and retroactive amounts that require manual processing will be implemented within four hundred and sixty (460) days after signature of this agreement.

3. Employee recourse
 - a) Employees in the bargaining unit for whom this collective agreement is not fully implemented within one hundred and eighty (180) days after signature of this collective agreement will be entitled to a lump sum of two hundred dollars

(\$200) non-pensionable amount when the outstanding amount owed after one hundred and eighty-one (181) days is greater than five hundred dollars (\$500). This amount will be included in their final retroactive payment.

- b) Employees will be provided a detailed breakdown of the retroactive payments received and may request that the compensation services of their department or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the Association regarding the format of the detailed breakdown.**
- c) In such a circumstance, for employees in organizations serviced by the Public Service Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay. For employees in organizations not serviced by the Public Service Pay Centre, employees shall contact the compensation services of their department.**

NEW APPENDIX**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TREASURY BOARD OF CANADA
AND THE CANADIAN ASSOCIATION OF PROFESSIONAL EMPLOYEES WITH RESPECT TO
MATERNITY AND PARENTAL LEAVE**

This memorandum of understanding (MOU) is to give effect to the agreement reached between the Treasury Board of Canada (the Employer) and the Canadian Association of Professional Employees (the Association) regarding the review of language under the maternity leave without pay and parental leave articles in the EC collective agreement.

The parties commit to establishing a Joint Committee to review the maternity leave and parental leave provisions to identify opportunities to simplify the language. The parties agree that the opportunities identified will not result in changes in application, scope or value.

The Joint Committee will also compare the interactions between the collective agreements and the Employment Insurance Program and Québec Parental Insurance Plan.

The Joint Committee will be comprised of an equal number of representatives from the Employer and the Association. The Joint Committee will meet within ninety (90) days of the signing of the collective agreement and will endeavour to finalize the review and present the work of the Joint Committee to their principals within one (1) year from the signing of this collective agreement. This timeline may be extended by mutual agreement.

The parties may, by mutual consent, re-open this collective agreement should they agree on changes to the collective agreement provisions pertaining to maternity and/or parental leave.

This MOU expires on the expiry date of this collective agreement.

NEW APPENDIX
MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADIA
AND THE ASSOCIATION OF PROFESSIONAL EMPLOYEES WITH RESPECT TO
PAY SIMPLIFICATION SOLUTIONS

The purpose of this Memorandum of Understanding (MOU) is to confirm the parties' commitment to ongoing collaboration with regards to the identification of human resources (HR) and pay administration simplification solutions. The parties recognize that this exercise, may extend beyond the conclusion of negotiations for the current collective agreement.

With consideration to the parties' shared commitment to these ongoing efforts, the parties may, by mutual consent, re-open the collective agreement should a revision be necessary to support one (1) or more solutions.

Efforts to identify human resources (HR) and pay administration simplification solutions will continue to focus on topics including but not limited to:

- acting administration;
- liquidation of leave;
- mass salary revision (including retroactive pay);
- allowances;
- general definitions;
- annual rates of pay;
- extra duty pay;
- union dues.

This MOU expires on the expiry date of this collective agreement, or upon implementation of the Next Generation HR and pay system, whichever comes first, unless otherwise agreed by the parties.

NEW APPENDIX
MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND
THE CANADIAN ASSOCIATION OF PROFESSIONAL EMPLOYEES WITH RESPECT TO GENDER-
INCLUSIVE LANGUAGE

The Employer and the Canadian Association of Professional Employees agree to work together during the duration of the agreement to review the collective agreement to identify opportunities to render the language more gender inclusive. The parties agree that any changes in language will not result in changes in application, scope, or value.

This memorandum of understanding expires on the same date as the present collective agreement expires.

The parties agree to begin their work in 2024 and will endeavour to finalize prior to the beginning of the next round of bargaining. These timelines may be extended by mutual agreement.

ANNEX C

AMENDMENTS TO PROVISIONS OF THE ECONOMICS AND SOCIAL SCIENCE SERVICES (EC) GROUP COLLECTIVE AGREEMENT AGREED TO AND SIGNED BY THE PARTIES

ARTICLE 3 APPLICATION

3.01 The provisions of this agreement apply to the Association, employees and the Employer.

3.02 Both the English and French texts of this agreement shall be official.

~~Unless otherwise expressly stipulated, the provisions of this agreement apply equally to male and female employees.~~

In this agreement, expressions referring to employees in the masculine or feminine gender are meant for all employees, regardless of gender.

ARTICLE 20
DESIGNATED PAID HOLIDAYS

20.01 Subject to clause 20.02, the following days shall be designated paid holidays for employees:

- a.
- New Year's Day
 - Good Friday
 - Easter Monday
 - the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday
 - Canada Day
 - Labour Day
 - **National Day of Truth and Reconciliation**
 - the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving
 - Remembrance Day
 - Christmas Day
 - Boxing Day

(...)

ARTICLE 35
DISCIPLINE

35.01 When an employee is required to attend a meeting on disciplinary matters, the Employer shall notify the employee that the employee is entitled to have a representative of the Association attend the meeting. Where practicable, the employee shall receive in writing a minimum of ~~one (1)~~ **two (2)** working days's notice of such a meeting. The notice shall inform the employee that the meeting will be on a disciplinary matter. Where the presence of a representative of the Association is required and where the meeting is outside the National Capital Region, this minimum period shall be increased to three (3) days, where practicable.

(...)

**APPENDIX B
PART-TIME EMPLOYEES**

(...)

Designated holidays

B.06 A part-time employee shall not be paid for the designated holidays but shall, instead be paid four decimal ~~two five six~~ per cent (~~4.254.6~~%) for all straight-time hours worked.

(...)