



Proposals for the Renewal of a Collective Agreement

presented by the

Canadian Association of Professional Employees

to the Treasury Board

on behalf of the Translation (TR) Group - 313

October 21, 2026

Introduction

Please find attached the proposals submitted without prejudice by the Canadian Association of Professional Employees (CAPE or the Association) to the Treasury Board of Canada (the Employer) in the context of negotiations for the renewal of the collective agreement for the *Translation* (TR) group in the federal public service.

CAPE's proposals aim to improve the terms and conditions of employment for TR group employees by amending existing provisions and adding new provisions to the collective agreement

The Association proposes that the articles of the agreement that are not subject to negotiation be renewed without change, subject to any necessary editorial corrections, notably to ensure consistency with the other provisions of the collective agreement as well as with applicable laws and regulations. Such corrections may be identified by either party.

Lastly, the Association requests that the Employer disclose any changes to policies or terms and conditions of employment not covered by the collective agreement planned for the duration of the proposed contract that could affect the value of the proposals tabled during this round of negotiations. CAPE reserves the right to introduce additional proposals after receiving this information.

The numbering of articles, clauses, paragraphs, and cross-references in this bargaining proposal package will be adjusted accordingly to reflect the additions, deletions, and amendments made to the collective agreement following the conclusion of negotiations. Proposed new articles are designated by the notation 'XX' on a provisional basis, pending their final numbering in the collective agreement.

Proposed changes to the wording are indicated in **bold**. Deleted text is indicated by a ~~strike through~~. Text that is not subject to any modification is reproduced without special formatting.

Article 1: purpose of agreement

1.01 The purpose of this agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Association and to set out certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this agreement.

1.02 The parties to this agreement share a desire to improve the quality of the public service of Canada, to maintain professional standards and to promote the well-being and increased efficiency of its employees to the end that the people of Canada will be well and effectively served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the public service in which members of the bargaining unit are employed.

1.03 The parties recognize the essential role of the employees covered by this agreement in providing accessible, equitable, and high-quality language services to the Canadian public. Their professional expertise contributes, in particular, to the implementation of the objectives of the *Official Languages Act* and the *Accessible Canada Act*, and the parties agree on the importance of ensuring that the public service maintains sufficient and high-quality professional capacity in translation, terminology and interpretation.

Article 10: leave for Association business

10.01 Federal Public Sector Labour Relations and Employment Board hearings

- a. Complaints made to the Federal Public Sector Labour Relations and Employment Board pursuant to Section 190(1) of the *Federal Public Sector Labour Relations Act*

Where operational requirements permit, in cases of complaints made to the Federal Public Sector Labour Relations and Employment Board pursuant to Section 190(1) of the FPSLRA alleging a breach of sections 157, 186(1)(a), 186(1)(b), 186(2)(a)(i), 186(2)(b), 187, 188(a), or 189(1) of the FPSLRA, the Employer will grant leave with pay:

- i. to an employee who makes a complaint on his own behalf before the Federal Public Sector Labour Relations and Employment Board,
and
 - ii. to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Association making a complaint.
- b. Applications for accreditation, representations and interventions with respect to applications for accreditation

~~Where operational requirements permit, the Employer will grant leave without pay:~~

- i. to an employee who represents the Association in an application for accreditation or in an intervention,
and
 - ii. to an employee who makes personal representations with respect to an accreditation.
- c. Employee called as a witness

The Employer will grant leave with pay:

- i. to an employee called as a witness by the Federal Public Sector Labour Relations and Employment Board,
and
- ii. where operational requirements permit, to an employee called as a witness by an employee or the Association.

(...)

10.05 Contract negotiations meetings

Where operational requirements permit, the Employer will grant leave without pay to an employee for the purpose of attending contract negotiations meetings on behalf of the Association.

10.06 Preparatory contract negotiations meetings

Where operational requirements permit, the Employer will grant leave without pay ~~to a reasonable number of employees to attend~~ **to an employee to attend who attends** preparatory contract negotiations meetings.

10.07 Meetings between the Association and management

Where operational requirements permit, the Employer will grant leave with pay to ~~a reasonable number of employees~~ **to an employee** who ~~are~~ **is** meeting with management on behalf of the Association.

10.08 Association meetings

Where operational requirements permit, the Employer will grant leave without pay to ~~a reasonable number of employees~~ **to an employee** to attend meetings of the Association and organizations to which the Association is affiliated.

10.09 Stewards' training courses

Where operational requirements permit, the Employer will grant leave without pay to **an employee** who **exercises** the authority of a Steward on behalf of the Association to undertake training on the duties of a Steward.

10.10 Full-time Association position

~~Where operational requirements permit, the~~ The Employer will grant leave without pay to an employee elected to a full-time Association position for the duration of his term of office. Time spent on such leave shall be counted for pay increment and for service for the purpose of calculating vacation leave.

Article 12: hours of work

12.04 Interpreters

The numbering of this article and its provisions will be adjusted accordingly, as necessary, to reflect the amendments made to the collective agreement.

a. Definitions

i. Sign languages

ASL refers to “American Sign Language,” and LSQ refers to “Langue des signes québécoise.”

ii. On-site interpretation

“On-site interpretation”: The interpreter, all participants, and all speakers are in the same physical location. When a transmission system is used, the audio and visual signals required for the interpretation are transmitted via a dedicated closed-circuit transmission system, without using the Internet or a streaming platform. The interpreter has a direct and uninterrupted view of the speakers and participants.

iii. Remote interpretation

“Remote interpretation”: Any assignment that does not meet all the conditions for on-site interpretation set out in subparagraph (ii), in particular when the reception or transmission of the signals necessary for the interpretation depends on the Internet or a simultaneous interpretation streaming platform, or when at least one participant or speaker is located in a different physical location. This definition includes hybrid meetings, even when the interpreter is in the meeting room.

b. Interpreter’s normal on-site workday

- i. On average, an interpreter’s normal **on-site** workday shall consist of six (6) hours of interpretation when part of a team of three (3) interpreters for a meeting in a single bilingual booth, (or a team of two (2) interpreters for a meeting in a trilingual booth), or approximately four (4) hours of interpretation when part of a team of two (2) interpreters for a meeting in a single bilingual booth.
- ii. For sign languages, the normal **on-site** day of an interpreter consists of an average of six (6) hours of interpretation if the interpreter is part of a team of three (3) interpreters of their language (ASL or LSQ), or approximately four (4) hours of interpretation if they are part of a team of two (2) interpreters of their language (ASL or LSQ).

c. Formation of teams and minimum staffing levels for on-site interpretation

The number and makeup of the teams of interpreters shall be determined on the basis of the workload. **The staffing levels specified in this paragraph are minimum requirements.**

- i. ~~For~~ **On-site** simultaneous interpretation, ~~the minimum number is:~~

In the case of meetings involving two (2) working languages, three (3) interpreters in a single bilingual booth working for up to six (6) hours (it being understood that a team should not normally work for more than four (4) consecutive hours; or

two (2) interpreters working for up to four (4) hours (it being understood that a team should not normally work for more than three (3) consecutive hours).

In the case of meetings involving three (3) working languages, at least two (2) interpreters per unilingual booth working for up to six (6) hours (it being understood that a team should not normally work for more than four (4) consecutive hours).

In the case of meetings involving four (4) working languages or more, at least two (2) interpreters per unilingual booth working for up to six (6) hours, and three (3) interpreters where conditions warrant (it being understood that a team should not normally work for more than four (4) consecutive hours).

At the House of Commons **and the Senate, where interpreters provide unidirectional interpretation exclusively into their A language**, teams shall consist of three (3) interpreters per ~~booth~~ **language** and should not normally work for more than six (6) consecutive hours. The Employer, after consultation with the Association, shall establish the roster of interpreters accordingly.

ii. Consecutive, elbow or escort interpretation

For consecutive, elbow or escort interpretation, the number of interpreters on the team shall normally be at least two (2) interpreters working a six (6) hour day.

iii. Sign language interpretation

In **on-site** sign language interpretation, the staff is normally at least three (3) interpreters ~~per from each language~~ (ASL or LSQ) for a day of six (6) hours maximum (it being understood that a team should not normally work more than four (4) consecutive hours); at least two (2) interpreters ~~per from each language~~ (ASL or LSQ) for a day of four (4) hours or less. ~~Depending on the circumstances, assignments of one (1) hour or less may require two (2) interpreters per language (ASL or LSQ). A team of at least two (2) interpreters is normally provided for high-visibility assignments.~~ **Notwithstanding any other provision of this clause, no sign language interpreter shall be assigned to work alone, regardless of the duration of the assignment, the mode of service, or the nature of the meeting. The minimum number of sign language interpreters is two (2) per language (ASL or LSQ) at all times.**

d. Minimum staffing levels for remote interpretation

In order to protect the health of interpreters and take into account the increased cognitive load associated with remote interpretation, the Employer shall comply with the minimum staffing levels and maximum durations set out in this paragraph. Without reducing the higher staffing levels specified in paragraph (c),

the minimum staffing levels applicable to remote interpretation are as follows for each team of interpreters, including sign language interpreters:

- i. **Two (2) interpreters for a total duration of remote interpretation not exceeding three (3) hours per interpreter per day;**
- ii. **Three (3) interpreters for a total duration of remote interpretation of more than three (3) hours, up to a maximum of four (4) hours;**
- iii. **No interpreter shall provide more than four (4) hours of remote interpretation in a single day, regardless of the number of assignments.**

e. Allocation and calculation of hours of work

This paragraph applies to all interpreters.

The total hours of work may vary depending on operational requirements. However, the hours of work shall be balanced on a monthly basis or, when possible, twice a month, with the Employer making every reasonable effort not to assign more than thirty-seven decimal five (37.5) hours of work per week, as a general rule.

Work shall be calculated in hours, **based on the following coefficients:**

i. On-site simultaneous interpretation

~~, with one~~ **One (1) hour of on-site interpretation shall equaling one decimal two five (1.25) hours of work in the case of a team of three (3) interpreters or more and one decimal eight seven five (1.875) hours of work in the case of a team of two (2) interpreters in a meeting involving two working languages working in a single bilingual booth.**

ii. Elbow, consecutive or escort interpretation

~~For elbow, consecutive or escort interpretation, One (1) hour of interpretation shall equal one decimal eight seven five (1.875) hours of work when the interpreter is alone and one decimal two five (1.25) hours of work when the interpreter is part of a team.~~

iii. On-site sign language interpretation

~~For sign languages, the working time is measured in hours, the One (1) hour of interpretation being shall equal to one decimal two five (1.25) hours of work if it is a team of three (3) interpreters of their language (ASL or LSQ); one decimal eight seven five (1.875) hours of work if it is a team of two (2) interpreters of their language (ASL or LSQ); and two (2) hours when the interpreter is assigned alone for their language (ASL or LSQ).~~

iv. Remote interpretation

One (1) hour of remote interpretation shall equal one decimal eight seven five (1.875) hours of work in the case of a team of three (3) interpreters or more and two decimal five (2.5) hours of work in the case of a team of two (2)

interpreters. These coefficients apply to all modes of remote interpretation, including sign language, elbow, consecutive and escort interpretation.

Regardless of the mode of interpretation or the applicable coefficient, the interpreter is deemed to have worked the equivalent of at least seven decimal five (7.5) hours.

The calculation of hours of work shall include all duties expressly authorized by the Employer, as well as leaves and holidays.

f. Assignment program and standby

- i. As a general rule, interpretation assignments shall be scheduled within time blocks that begin at the time the interpreter is required to report for duty and end ten (10) hours later. The interpretation time of each assignment is counted in minutes, beginning at the time recorded on the interpreter's program and ending at the time the interpreter's presence is no longer required.
- ii. Where operational requirements allow it, the Employer, when scheduling the interpreter's program, shall normally allow for a twelve (12) hour interval between the end of the interpreter's workday and the start of his or her next time block.
- iii. Where operational requirements allow it, the Employer shall grant the interpreter two (2) consecutive days of rest during each seven (7) calendar day period. Should it not be possible to grant such a rest period, these days of rest shall be reinstated as soon as possible through the operation of the monthly balancing process set out in paragraph (e) ~~(e)~~ above.
- iv. Pursuant to paragraph (e) ~~(e)~~, the Employer shall post the interpreters' weekly and cumulative hours worked. Moreover, when the Conference Interpretation Service is concerned, the Employer shall post fortnightly the assignment program for the next two (2) weeks.
- v. An interpreter whose interpretation assignment is cancelled and who is not reassigned for an equivalent period during the same time block shall be deemed to have performed duties other than interpretation during the idle portion of the scheduled assignment.
- vi. An interpreter who is required by the Employer to be on standby for a specified period shall remain available for the duration of that period at a known telephone number and shall stand ready to report for duty as quickly as possible if called. This period shall be deemed part of the time block for the purposes of ~~paragraph~~ **subparagraph (f)(i) ~~(d)~~**.
- vii. **If an interpreter receives less than twelve (12) hours' notice of a change to their assignment program or to a standby period specified in subparagraph (f)(vi), the hours of which have already been posted or communicated, that brings forward the start time of work or pushes back the end time of work, the change may not be implemented without the interpreter's consent. The interpreter's refusal may not result in disciplinary action or loss of pay. When the interpreter agrees to such a change, the time worked for the entire day in question is calculated in accordance with paragraph (e), then multiplied by one and one half (1½) for the purposes of the balancing provided for in that paragraph. This subparagraph applies even if the change falls within the time**

block specified in subparagraph (f)(i). A call-back to work that falls entirely within a standby period already scheduled in accordance with subparagraph (f)(vi) does not constitute a change for the purposes of this subparagraph.

12.06 Administrative work

The Employer acknowledges that employees perform significant administrative duties as part of their daily workload. The Employer deducts from the time available for translation, revision, interpretation, or terminology work the time spent on administrative or related duties that the employee deems necessary to perform their job.

These duties include, but are not limited to:

- a. Processing emails from clients, colleagues, the manager, the documentation service, and professional support services;
- b. Confirming their profile in the PSPC directory on a monthly basis;
- c. Preprocessing/post-processing conversion files for Studio;
- d. Formatting documents using LoP templates, with or without preprocessing by the desktop publishing unit;
- e. Submitting leave requests, including entering them into Tétrix, GClingua and MyGCHR, and sending an email;
- f. Reading and replying to Teams messages, as well as participating in discussions requested by the manager;
- g. Managing translation memories, including uploading them to SharePoint;
- h. Managing information and entering data;
- i. Preparing translation projects in Studio, including shared projects;
- j. Coordinating with other stakeholders on shared projects;
- k. Delivering translations in GClingua;
- l. Reviewing and signing performance agreements, work agreements, risk profiles, and other required administrative documents;
- m. Preparing learning plans;
- n. Managing IT issues, including those related to the VPN, Studio, and passwords;
- o. Troubleshooting Studio, including searches in OneNote's self-training feature and communications with super users;
- p. For seconded employees, entering information in the secondment form.

Periods spent waiting for work or resolving IT problems, as well as work interruptions caused by a power outage, are also deducted from the time available for translation, revision, interpretation, or terminology work.

Article 15: pay

~~15.04 The qualifying period for the payment of acting pay for employees is three (3) consecutive working days or shifts. This payment will be made in accordance with existing regulations.~~

Acting Pay

- a. **When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least three (3) consecutive days or shifts, the employee shall be paid acting pay calculated from the date on which the employee commenced to act as if the employee had been appointed to that higher classification level for the period in which the employee acts, such pay to be determined in accordance with clause 15.05.**
- 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. **When an employee is granted leave of absence with pay during the qualifying period, such leave of absence will not break the qualifying period but will extend the qualifying period by an amount equal to the period of leave of absence with pay.**
- d. **For greater certainty, an employee need not perform all of the duties of the higher classification level to receive acting pay, and the Employer shall not deny acting pay solely because the employee did not perform every duty. Duties of a higher classification level shall not be arbitrarily assigned, reassigned, fragmented, rotated or withdrawn solely to avoid acting pay.**

15.05 Rate of Pay on Promotion:

An employee appointed to a classification level having a maximum greater than the maximum of his/her former classification level shall be paid in the new classification level at the rate of pay, nearest to the rate he/she was receiving immediately before the appointment, that gives an increase in pay of not less than the smallest pay increment for the new classification level. If there is no such rate, the employee shall be paid the maximum rate in the new scale.

~~15.056~~ Overtime pay which has been paid to an employee during the period covered by the retroactive pay increases will be recomputed and the difference between the amount paid on the old salary basis and the amount payable on the new salary basis will be paid to the employee.

~~15.067~~ When an employee at the TR-02, TR-03 or TR-04 level who is not an interpreter is assigned by the Employer to interpretation duties for a temporary period, he shall be entitled to an amount of forty dollars (\$40.00) per day in addition to his regular pay but such amount shall not be granted for the time spent in training for such duties.

Article 19: parliamentary leave and interpretation leave

The Association reserves the right to table proposals regarding parliamentary leave and interpretation leave. The specific wording will be tabled at a later stage of negotiations.

Article 21: other leave

21.02 Bereavement leave

For the purposes of this clause, “family” is defined as any relative permanently residing in the employee’s household or with whom the employee permanently resides, and the employee’s father, mother (or, alternatively, stepfather, stepmother, or foster parent), brother, sister, stepbrother, stepsister, spouse, (including common-law partner resident with the employee), child, (including child of common-law partner), stepchild, ward of the employee or foster child, grandchild, grandparent, son-in-law, daughter-in-law, father-in-law, mother-in-law, **any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee**, and 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.

- a. When a member of his family dies, an employee shall be granted 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 he shall be paid for those days which are not regularly scheduled days of rest for that employee. In addition, the employee may be granted up to ~~three (3)~~ **five (5) 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~~ **working** days or may be taken in two (2) periods to a maximum of ~~five (5)~~ **seven (7)** 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;
 - ii. The second period must be taken no later than ~~twelve (12) months~~ **twenty-four (24) months** from the date of death for the purpose of attending a ceremony;
 - iii. The employee may be granted no more than ~~three (3)~~ **five (5)** days’ leave with pay, in total, for the purposes of travel for these two (2) periods.
- d. An employee is entitled to ~~one (1) day’s~~ **two (2) days**’ bereavement leave with pay for the purpose related to the death of his aunt or uncle, **nephew or niece**, brother-in-law, sister-in-law and grandparents of spouse.

Article 21: other leave

21.10 Caregiving leave

- a. An employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) benefits for compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults may be granted leave without pay while in receipt of or awaiting these benefits.
- b. The leave without pay described in paragraph 21.10(a) shall not exceed twenty-six (26) weeks for compassionate care benefits, thirty-five (35) weeks for family caregiver benefits for children and fifteen (15) weeks for family caregiver benefits for adults, in addition to any applicable waiting period.
- c. When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults has been accepted.
- d. When an employee is notified that their request for Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults has been denied, paragraph 21.10(a) above ceases to apply.
- e. **An employee subject to a waiting period before receiving Employment Insurance compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults shall receive ninety-three per cent (93%) of their weekly rate of pay during that waiting period.**
- f. **For each week that the employee receives Employment Insurance compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults, the employee shall receive the difference between ninety-three per cent (93%) of their weekly rate of pay and the gross amount of the applicable Employment Insurance benefits.**
- g. ~~e.~~ 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 be counted for pay increment purposes.

Article 21: other leave

21.13 Leave with pay for family-related responsibilities

- a. For the purposes of subparagraphs (c)(i), (ii), (iii) and (iv) only, “family” is defined as any relative residing in the employee’s household or with whom the employee permanently resides, any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee, and the employee’s spouse (or common-law partner resident with the employee), children (including foster children and children of legal or common-law partner), stepchild or ward of the employee, foster child, grandchildren, and parents (including stepparents or foster parents), mother-in-law, father-in-law, brother, sister, stepbrother, stepsister, **half-brother, half-sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law**, and grandparents of the employee and 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.~~ **The employee is entitled to seventy-five (75) hours of leave with pay for family-related responsibilities per fiscal year, plus, if applicable, any leave credits carried over in accordance with paragraph (e).**
- c. The employee shall be granted leave with pay as follows:
 - 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 his family and to provide an employee with time to make alternative care arrangements where the illness is of a longer duration;
 - iii. for needs directly related to the birth or to the adoption of his child;
 - iv. to provide for the immediate and temporary care of an elderly member of the employee’s family;
 - v. to attend ~~school~~ functions **related to the employee’s child**, 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. **to address other matters that are reasonably considered to be of an urgent nature in the employee’s household;**
 - ix. ~~d. Fifteen (15) hours of the thirty-seven decimal five (37.5) hours stipulated in paragraph 21.13(b) above may be used to attend an appointment~~ **with a professional representative** with a legal 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 21.13(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.

- e. If an employee has not used up all the leave credits provided for in this article during a fiscal year, the unused portion shall be carried over to the next fiscal year, up to a maximum of one hundred and fifty (150) hours. These credits may be used in addition to the seventy-five (75) hours specified in paragraph (b).**

Article 21: other leave

21.23 Personal leave

Subject to operational requirements as determined by the Employer and with an ~~advanced~~ **advance** notice of at least five (5) working days, the employee shall be granted, in each fiscal year, ~~fifteen (15) hours~~ **twenty-two decimal five (22.5) hours** of leave with pay for reasons of a personal nature. This leave can be taken in periods of ~~seven decimal five (7.5) hours or three decimal seven five (3.75) hours each~~ **one (1) hour each**.

Article 21: other leave

21.24 Domestic violence leave

For the purposes of this clause domestic violence is considered to be any form of abuse or neglect that an employee or an employee's child experiences from someone with whom the employee has or had an intimate relationship.

- a. The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance **and performance** at work. **The Employer therefore commits to providing support to employees who are victims of domestic violence.**
- b. Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence from someone with whom the employee has or had an intimate relationship shall be granted domestic violence leave in order to enable the employee, in respect of such violence:
 - i. to seek care and/or support for themselves or their dependent child in respect of a physical or psychological injury or disability;
 - ii. to obtain services from an organization which provides services for individuals who are subject to domestic violence;
 - iii. to obtain professional counselling;
 - iv. to relocate temporarily or permanently;
 - or
 - v. to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding; **or**
 - vi. **to fulfill any other obligations related to managing their situation.**
- c. The total domestic violence leave with pay which may be granted under this clause shall not exceed ~~seventy five (75) hours~~ **one hundred and fifty (150) hours** in a fiscal year. **Additional leave with pay beyond the one hundred and fifty (150) hours provided for may be granted on a case-by-case basis.**
- d. **All personal information regarding the employee's situation involving domestic violence remains confidential in accordance with applicable laws. No information shall be kept in an employee's file without their express written authorization.**
- e. **In order to provide assistance to employees who are victims of domestic violence and to ensure a safe work environment for all staff, the Employer shall approve any reasonable request from an employee experiencing domestic violence regarding the following:**
 - vii. **a change in work schedule or work location;**
 - viii. **reassignment of duties;**
 - ix. **remote work;**
 - x. **a deployment or transfer to another work location;**
 - xi. **changing phone numbers or email addresses to avoid any intimidating contact; and/or**

xii. any other appropriate measures, including those included in existing provisions aimed at granting flexible work arrangements.

- f.** ~~d.~~ The Employer may, in writing and no later than fifteen (15) days after an employee's return to work, request the employee to provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.
- g.** ~~e.~~ Notwithstanding paragraphs 21.24(b) and 21.24(c), an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

Article 21: other leave

21.25 Leave with or without pay for other reasons

~~At its discretion, t~~The Employer may ~~shall~~ grant leave with or without pay for purposes other than those specified in this agreement **when circumstances not directly attributable to the employee prevent them from reporting for duty. This leave shall not be denied without reasonable cause.**

At its discretion, the Employer may grant leave with or without pay for purposes other than those specified in this agreement.

Article 21: other leave

21.26 Leave for traditional Indigenous practices

- a. Subject to operational requirements as determined by the Employer, ~~fifteen (15)~~ **thirty-seven decimal five (37.5)** 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.

Article 25: health and safety

25.01 The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees and agrees to correct within a reasonable delay any situation which can be detrimental to their health or safety. The Employer will welcome suggestions on the subject from the Association and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

25.02

- a. **When the electronic equipment or physical facilities necessary for interpretation work are not provided by the client or a third party, the Employer shall provide them at no cost to the interpreter.**
- b. **In all cases, the Employer shall be responsible for ensuring that the electronic equipment and physical facilities used for interpretation work comply with the applicable requirements of the International Organization for Standardization (ISO) standards on interpretation. The Employer shall provide interpreters and the Association with access to the applicable standards at no cost.**
- c. An interpreter ~~may~~ **shall** be relieved by the unit head of any interpretation work when the technical equipment or the facilities do not meet the ~~minimum standards of the International Organization for Standardization (ISO)~~ **standards referred to in paragraph (b).**
- d. The Employer shall make a headset **compliant with the applicable requirements of the standards referred to in paragraph (b)** available to the interpreter without cost.

Article 25: health and safety

25.03 Harassment and Violence

The Association and the Employer recognize the right of employees to work in an environment free from any form of harassment and violence. The parties agree that harassment and violence will not be tolerated in the workplace.

- a. An employee who feels they have suffered harassment may present a grievance under Article 30. The grievance will be referred immediately to the final level of the grievance procedure and may proceed to adjudication if not resolved to the satisfaction of the grievor.**
- b. Where the employee has also submitted a Notice of Occurrence related to the same matter as the grievance, at the employee's request, the grievance shall be put in abeyance pending the outcome of the statutory process.**
- c. When requested by the employee, the employer will grant interim measures during the Notice of Occurrence and grievance procedure to mitigate the situation experienced by the employee which will include but not be limited to:**
 - i. reassignment to a work location or group where they do not have contact or have reduced contact with the respondent;**
 - ii. remote work;**
 - iii. any reasonable measure requested by the employee.**
- d. Participation in these redress procedures will not result in a loss of pay, or require the employee to use leave credits, such as vacation, compensatory, or sick leave, that are earned for other purposes.**

Article 25: health and safety

25.04 Hearing Health Program

- a. Jointly with the Association, the Employer shall establish, within six (6) months of the signing of this agreement, a hearing health program for interpreters designed to prevent acoustic incidents, screen for their effects on hearing health, and ensure that interpreters who experience such effects in the course of their duties receive appropriate care. The Employer shall maintain this program in accordance with the provisions of this article and shall take into account the recommendations made by the Association.**
- b. The Employer shall provide every interpreter, at no cost to them and during working hours, a baseline hearing assessment including at least one audiometric test. This assessment shall be offered to interpreters at the start of employment as an interpreter or, for interpreters already on staff, upon the effective date of this agreement. A periodic assessment shall then be offered at least once every two (2) years, or more frequently if recommended by a healthcare professional.**
- c. An interpreter who experiences an acoustic incident shall promptly notify their supervisor. The Employer shall document the incident in writing, in a logbook designated for acoustic incidents. The obligations set out in this paragraph are in addition to, and do not limit, the obligations regarding reporting, investigating, record-keeping, and submitting reports set out in the *Canada Labour Code* and Part XV of the *Canada Occupational Health and Safety Regulations*.**
- d. Following an acoustic incident, the interpreter shall immediately be relieved of their interpretation duties for the remainder of the work period, without loss of pay or leave, and shall be provided with immediate access to a consultation with a hearing health professional under the following terms:**
 - i. The Employer shall take the necessary steps to ensure that a consultation with an audiologist or a physician takes place within five (5) working days of the notification, and shall cover the costs, including travel expenses.**
 - ii. Until the consultation, the interpreter shall not be assigned to any interpretation duties. They shall be assigned to other duties (or be on leave with pay if the Employer is unable to assign them any such duties).**
- e. The Employer shall, at no cost to the employee, cover the costs not otherwise covered by a public program or applicable insurance plan of any assessment, treatment, or hearing protection device recommended by a healthcare professional following an acoustic incident referred to in this article.**
- f. Without limiting the rights of the Occupational Health and Safety Committee under the *Canada Labour Code* and its regulations, twice a year, the Employer shall provide the Committee with aggregated data regarding acoustic incidents reported under paragraph (c). The Occupational Health and Safety Committee**

shall review this data and make recommendations to the Employer aimed at reducing the risk of future acoustic incidents.

- g. The Employer shall respond in writing to each of these recommendations within thirty (30) days of receiving them. If the Employer does not act on them, it shall explain its reasons in writing. The response shall be forwarded to the Occupational Health and Safety Committee.**

Article 27: reference material

27.01 The Employer agrees that **shall provide** employees ~~shall have~~ **with** access to all publications or other **reference material** ~~considered necessary to their work by the Employer.~~

27.02 ~~Where operational requirements permit, the Employer shall allow~~ **grant** interpreters ~~prior familiarization~~ **the time required, during working hours, to familiarize themselves in advance** with the subject matter and nature of the meeting to which they are assigned. **To this end, the Employer shall be responsible for** ~~by obtaining from organizers or participants~~ any necessary reference material, **whether existing or produced for the meeting, which is required for the interpreter to prepare for the assignment, including the agenda, presentations, speaking notes, texts to be read, reports, reference documents, and lists of terms and acronyms. The Employer shall follow up as needed with the organizers or participants in order to obtain this reference material and shall provide them to the interpreters without delay.** ~~and by arranging for appropriate information and briefing sessions. The Employer shall give interpreters the opportunity to prepare effectively for their duties by assigning them to reference work whenever necessary.~~

27.03 Notwithstanding clause 27.02, for any technical or high-profile assignment, the Employer shall provide the interpreter with all reference material referred to in clause 27.02 at least three (3) working days before the start of the assignment. If the Employer fails to provide the required reference material within the specified time frame, the Employer may not require the interpreter to perform the assignment, unless the interpreter expressly agrees to do so. Any new or revised reference material received after the deadline of three (3) days shall be forwarded to the interpreter without delay.

27.04 For the purposes of clause 27.03:

- a. a “technical assignment” includes an assignment in a specialized field;
- b. a “high-profile assignment” includes an assignment which is broadcast to the general public or in which senior government officials, dignitaries, or international representatives participate.

Article 31: consultation

31.05 Through Labour Management Consultation Committees, or through another forum as agreed upon by both parties, departmental and Association representatives shall meet to discuss and exchange information on issues associated with contracting out, such as but not limited to, the influence on working conditions, **professional assessment and accreditation**, future resource and service requirements, skills inventories, knowledge transfer, **the retention of in-house professional expertise**, position vacancies, and workload.

Article 33: technological change

33.01 In this article, “technological change” means **one of the following**:

a. the introduction by the Employer of equipment, material, system or software, **including artificial intelligence and related technologies**, of a different nature than that previously utilized;

and

b. a significant change in the Employer’s operation directly related to the introduction of that equipment, material, system or software-;

c. a technological change made to a system, software, or hardware that alters its nature compared to what was previously used, including artificial intelligence-enhanced features integrated into an existing system, software, or hardware.

33.02 Both parties recognize the ~~overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer’s operations.~~ **advantages that may result from technological change.** Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes. **Subject to the foregoing, technological change shall serve to support the work performed by employees and shall not have the effect of replacing that work.**

33.03 The Employer ~~agrees to provide~~ **shall provide** as much advance notice as possible but, ~~except in cases of emergency, not less than ninety (90) days’~~ **one (1) year’s** written notice to the Association **and affected employees** 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.~~

In an emergency, that is, when a change is necessary to address an immediate risk to the health or safety of employees or to the security of systems, the Employer may proceed with a temporary deployment before the notice period expires and before the procedures set out in clauses 33.05 and 33.07 have been completed. The Employer shall notify the Association in writing within five (5) working days, stating the reasons for the emergency, and the procedures set out in clauses 33.05 and 33.07 shall be initiated without delay.

33.04 The written notice provided for in clause 33.03 will provide the following information:

a. the nature and degree of change, **including a description of the artificial intelligence features involved and the intended use of the data**;

b. the anticipated date or dates on which the Employer plans to effect change;

c. the location or locations involved-;

d. the approximate number, class, and location of employees likely to be affected by the change;

e. the anticipated effects on duties, work methods, workload, and performance requirements;

f. the rationale for the change and the alternatives considered.

33.05 As soon as reasonably practicable after notice is given under clause 33.03, the Employer shall consult with the Association **in a genuine and ongoing manner** concerning the effects of the technological change referred to in clause 33.03 on each group of employees, **through a Labour Management Consultation Committee or any other mechanism agreed upon by the parties. The consultation shall take place at a stage when the proposed change can still be modified, postponed, or abandoned.** Such consultation will include but not necessarily be limited to the following:

- a. the approximate number, class and location of employees likely to be affected by the change.
- b. the effect the change may be expected to have on working conditions or terms and conditions of employment on employees-;
- c. **expert advice from employees who work directly in their respective fields of expertise.**

The consultation shall be deemed to have been completed when the Employer has responded in writing to the Association's representations and has informed the Association of its decision, the reasons for it, as well as any modifications made to the technological change as a result of the consultation.

33.06 When, as a result of technological change, ~~the Employer determines that an employee~~ requires new skills or knowledge in order to perform the **regular or revised** duties of the employee's substantive position, the Employer ~~will make every reasonable effort to~~ **shall** provide the necessary training during the employee's working hours and at no cost to the employee. **When more than one employee is affected by the same technological change, training programs shall be developed jointly with the Association and offered free of charge to employees.**

33.07 Joint Impact Assessment

- a. **When a technological change is to be implemented, the Employer and the Association shall jointly conduct an impact assessment in order to identify ways to minimize any adverse effects that may result for employees.**
- b. **The assessment shall cover any proposed technological changes, including artificial intelligence and related technologies, and shall assess their impact on employment, duties, skill requirements, and working conditions.**
- c. **The assessment shall be documented in a written report that sets out the points on which the parties agree and, where they disagree, their respective positions along with the reasons for their disagreement.**
- d. **The report shall be forwarded to the Association and the affected employees and shall serve as the basis for consultation and negotiation of measures to address**

the identified impacts. The assessment shall be deemed to be completed as of the date the report is submitted.

- e. The parties shall update the assessment one (1) year and then two (2) years after the date of deployment of the technological change. The update shall be carried out in accordance with the procedures set out in subparagraphs (a) to (c), with the participation of employees performing the relevant duties; the time spent on this duty constitutes time worked. Subsequently, the assessment shall be updated at the request of either party, provided that at least one (1) year has elapsed since the last update.

33.08 Prerequisites for deployment

Subject to the temporary exception provided for in clause 33.03, the Employer may not deploy a technological change affecting translation, terminology, or interpretation duties as long as:

- a. the notice required under clause 33.03 has not been given;
- b. the consultation required under clause 33.05 has not been completed;
- c. the joint assessment required under clause 33.07 has not been completed;
- d. the training required under clause 33.06 has not been provided to the affected employees.

The processes set out in clauses 33.05 and 33.07 shall be conducted during the notice period.

33.09 Joint review at the initiative of the Association

- a. The Association may, on its own initiative or at the request of one or more employees, submit to the Employer a written request for a joint review of any tool, system or software used in the performance of translation, terminology or interpretation duties where:
 - i. the Association has reason to believe that the tool, system or software has undergone a change referred to in clause 33.01 that was not treated as a technological change;
 - ii. the tool, system or software was implemented prior to the procedures set out in clauses 33.03 to 33.08 being followed;
 - iii. its actual impacts differ from those anticipated in the joint impact assessment;
 - iv. it has impacts on the quality of work, workload, health and safety, confidentiality, accessibility or performance requirements that were not previously identified.
- b. The request shall identify the tool concerned and briefly outline the impacts observed.
- c. Upon receipt of the request, the Employer and the Association shall conduct the review provided for in this clause, and clauses 33.05 and 33.07 shall apply, with any necessary modifications.

- d. The Employer shall convene the joint review within thirty (30) days of the request. The review shall be completed within ninety (90) days and shall result in a written report provided to the Association and affected employees, setting out the findings agreed upon by the parties, their respective positions on outstanding issues, and the corrective measures proposed by each party.**
- e. Where the review identifies adverse impacts that were not anticipated or that differ from those previously assessed, the Employer shall take the necessary measures to eliminate those impacts or, where they cannot be eliminated, to minimize them.**
- f. The same tool shall not be subject to more than one request for review in any twelve (12)-month period, unless it has undergone a change referred to in clause 33.01 or new information has been brought to the attention of the parties.**

ARTICLE 42: term of agreement

The Association seeks to negotiate the term of the next collective agreement and reserves the right to table a proposal during negotiations.

New Article XX: remote work

The Association reserves the right to table proposals regarding remote work. The specific wording will be tabled at a later stage of negotiations.

New Article XX: professional integrity

xx.01 The parties recognize that providing translation, revision, terminology, and interpretation services that meet professional standards is fundamental to professional excellence and the quality of public services, as reflected in the Values and Ethics Code for the Public Sector.

xx.02 For the purposes of this article, the following meet professional standards:

- a.** translation and revision that produce a text that is faithful to the meaning and intent of the source text, readable, suited to its intended reader and purpose, linguistically correct, and professional in presentation;
- b.** interpretation that conveys the message completely and faithfully, using appropriate language and style and accurate terminology, and that is tailored to the audience;
- c.** terminology work that is accurate, reliable and based on documented research.

xx.03 Pursuant to clause 1.02 of this agreement, and to support the professionalism of employees, the Employer shall provide employees with the working conditions and resources necessary to deliver quality service, including access to required documentation, tools, and training.

xx.04 No employee shall be required to act in a manner inconsistent with the principle set out in clause xx.01, or to certify the quality of work that does not meet the standards referred to therein.

xx.05 Production requirements, performance standards, deadlines, or the use of technological tools, including machine translation and artificial intelligence tools, shall not require an employee to derogate from the principle set out in clause xx.01, nor shall they relieve the Employer of its obligations under clause xx.03.

xx.06 Professional autonomy and use of tools

- a.** The Employer recognizes the employee's professional autonomy in the performance of their translation, interpretation or terminology duties. Employees shall perform their duties according to the established standards of the profession.
- b.** An employee shall not be required to use a technological tool, including a machine translation or artificial intelligence tool, if they consider that using it would be detrimental to the quality of their work. In such instances, no disciplinary or other adverse action shall be taken against the employee, who shall be granted the time necessary to complete the task in accordance with the standards referred to in clause xx.01.

xx.07 No employee shall be subject to disciplinary action, a negative performance assessment, or any other adverse measure for having raised, in good faith, concerns with the Employer regarding the quality of language services or the conditions under which they are delivered.

New Article: digital work environment: artificial intelligence (AI) and new technologies

xx.01 Guiding principle

The parties recognize that the deployment of artificial intelligence systems and new technologies within the Translation Bureau transforms the nature of work for employees. The parties agree that these systems are intended to support, rather than replace, the professional judgment of employees. Human expertise, autonomy, and discretion shall remain central to any decision affecting employees or the quality of service provided to the public.

xx.02 Definition

For the purposes of this article:

“artificial intelligence system” (“AI system”) means a machine-based system designed to operate with varying levels of autonomy and adaptiveness after deployment, and that, for explicit or implicit objectives, infers from the input it receives how to generate outputs, such as predictions, content, recommendations or decisions that can influence physical or virtual environments. This definition covers both stand-alone tools and AI-enhanced features integrated into software or platforms already in use in the workplace.

Decision-making safeguards

xx.03 The Employer may use AI or automated systems to support or facilitate decision-making that directly impacts employee rights, duties, terms and conditions of employment, or disciplinary matters, provided that human oversight remains central to the decision-making process.

xx.04 The Employer shall not use AI or automated decision-making systems in hiring processes.

Information on systems

xx.05 Prior to requiring employees to use an AI system or an automated decision-making system, the Employer shall provide them with clear and accessible information regarding the use of AI and automated decision-making systems in their work, including, but not limited to, guidelines and disclosures of limitations, risks, ethical considerations, human oversight requirements, and measures implemented to protect data and personal information. This information shall be updated prior to any modification to system use or functionality.

xx.06 The Employer shall provide the Association with at least thirty (30) days’ written notice prior to using, or providing to a third party for use, work performed by bargaining unit employees to train an AI system or an automated decision-making system. The notice shall specify the systems involved, the nature of the data used, and the source of such data.

Development of AI and new technologies

xx.07 Employees may participate in the design and development of AI systems as part of their assigned duties, provided such systems are not intended to reduce, replace or contract out bargaining unit work.

Protection of information and data

xx.08 The Employer shall use AI and automated systems in the public service in a manner that protects personal information, minimizes data collection and ensures data security. Personal information entrusted to the Government of Canada must be collected, used, disclosed and retained in accordance with the *Privacy Act* and related Treasury Board policies, including the Policy on Privacy Protection, the Directive on Privacy Practices and the Policy on Government Security.

xx.09 The Employer shall ensure that self-identification and equity data shall remain confidential and securely stored and shall not be accessed, analyzed, or processed by any automated or artificial intelligence system.

xx.10 All AI and decision-making systems shall be made in Canada and all data used or generated by these systems shall reside in Canada and not be sold.

Training related to AI and new technologies

xx.11 The Employer shall provide employees with training on AI and new technologies, at no cost to employees and during working hours, at least once a year and before they are required to use a new system or feature. The training shall ensure employees can safely and effectively use such tools and adapt to evolving technological demands.

xx.12 This training shall be mandatory for employees whose job functions involve the deployment, use or management of AI or automated decision-making systems.

Automated data processing and decision-making

xx.13 The Employer shall implement safeguards and bias-mitigation measures to protect employees from adverse impacts of AI use and automated decision-making.

xx.14 The Employer shall ensure that any AI use or automated decision-making, including algorithmic processing of personal data, does not result in bias, systemic inequality, or unlawful discrimination, and complies with applicable human rights, privacy, and employment legislation.

xx.15 Employees shall have the right to report, in good faith, any concerns related to errors, bias, or unlawful discrimination in the use of AI or automated systems. Employees making such disclosures shall be protected from any form of discipline or retaliation.

Protection against the consequences of system errors

xx.16 The Employer shall identify, assess and correct any errors related to the use of AI or automated decision-making tools and shall inform affected employees, in writing, of any such issues that may have influenced their duties or employment status within five (5) working days of becoming aware of them. Pending correction, the Employer shall suspend the use of any erroneous outputs that may affect employees.

Application

xx.17 This article applies to existing and new systems used in the activities covered by this agreement, including systems provided by third parties. It supplements Articles 31, 32 and 33, and its application is not conditional upon a technological change as defined in clause 33.01. Nothing in this article shall be construed as permitting a use prohibited under clause xx.04.

New Article XX: reproductive health support

xx.01 For the purposes of this article, “reproductive health” includes:

- i. menstruation, perimenopause, menopause and hypogonadism;
- ii. polycystic ovarian syndrome (PCOS), endometriosis;
- iii. in vitro fertilization (IVF) and other forms of assisted reproductive technologies;
- iv. vasectomy, tubal ligation, hysterectomy, oophorectomy;
- v. pregnancy that ends other than as a result of a live birth;
- vi. gender-affirming reproductive care; and
- vii. medical conditions, procedures, and treatments related to the above.

xx.02 The Employer recognizes the importance of providing a supportive environment when employees experience pain, discomfort, or other symptoms related to reproductive health. This includes ensuring a workplace that is both physically and psychologically healthy, promoting well-being, and addressing mental health needs associated with these experiences.

Individual reproductive health support

xx.03 To support employees managing reproductive health symptoms and ensure a safe work environment, the Employer will approve reasonable requests for:

- a. remote work;
- b. flexible hours;
- c. workplace supports that prioritize comfort and well-being of the employee, such as resting in a quiet area, or additional breaks;
- d. leave with pay as outlined in clauses xx.04 to xx.12.

Requests for these provisions shall not be unreasonably denied.

Reproductive health leave

xx.04 Employees are entitled to up to ninety (90) hours of paid leave per calendar year to manage symptoms associated with reproductive health, and/or attend appointments without the requirement to provide a medical certificate.

xx.05 An employee requesting to take leave under this article shall advise the Employer of the duration, or expected duration, of the leave as soon as practicable.

xx.06 If reproductive health leave is exhausted, employees may access sick leave with pay under the collective agreement’s sick leave provisions, without the requirement to provide a medical certificate.

Leave for end of pregnancy

xx.07 For the purposes of this article, “end of pregnancy” means a pregnancy that ends other than as a result of a live birth.

xx.08 An employee is entitled to leave with pay under this article, if

- a. they experience an end of pregnancy;
- b. their spouse or common-law partner experiences an end of pregnancy; or

- c. another person experiences an end of pregnancy, and the employee would have become the legal parent of the child born as a result of the pregnancy.

xx.09 If an employee's pregnancy ends before completing week twenty (20) of pregnancy, they are entitled to three (3) days' leave with pay, as provided for in paragraph 21.02(e).

xx.10 If the pregnancy ends after completing week twenty (20), the employee is entitled to

- a. seven (7) working days of leave with pay; and
- b. up to eight (8) weeks of leave without pay, unless the employee is entitled to a longer period of leave under clause 21.03.

xx.11 For clarity, if the pregnancy ends after completing week twenty (20), and the employee has commenced leave without pay under clause 21.03, the total entitlement to leave with pay and leave without pay, including any leave described in paragraphs xx.10(a) and (b), shall not exceed eighteen (18) weeks.

xx.12 The leave under paragraph xx.10(a) may be taken in a single time period of seven (7) consecutive working days, or in two (2) separate time periods to a maximum of seven (7) working days.

New Article XX: secondments and temporary assignments

xx.01 Definitions

For the purposes of this article:

“secondment” means an arrangement whereby an employee provides services exclusively to a Translation Bureau client for a specified period under a service level agreement or any other similar agreement or arrangement, regardless of the work location or the term used to describe it.

“home organization” means the Translation Bureau, and “host organization” means the client that is party to such an agreement.

xx.02 Granting of secondment opportunities

The Employer shall make every reasonable effort to grant secondment opportunities on an equitable basis among employees who are deemed qualified by the Employer, giving priority to employees who have expressed interest.

xx.03 Notice and posting

- a. Except in case of emergency, the Employer shall post any secondment opportunity covered by this article through the usual internal communication channels, so that it is accessible to all employees in the organizational unit concerned, for a period of at least ten (10) working days prior to the deadline for expressing interest.**
- b. The posting shall include, at a minimum, a description of the position or services involved, the host organization, the anticipated term and duration, the required security clearance, the required language combination, the required skills, the criteria to be applied for granting secondment opportunities, and the deadline for expressing interest.**

xx.04 Expressing interest and criteria for granting secondment opportunities

- a. Any interested employee may express their interest in accordance with the procedure set out in the posting. Pursuant to clause xx.02, the Employer shall give priority to employees who have expressed their interest when making a selection for a secondment opportunity.**
- b. Upon written request from an employee who expressed interest but was not selected, the Employer shall provide the employee with written reasons for the decision within ten (10) working days, including an explanation of how the criteria for granting secondment opportunities were applied.**

xx.05 Written agreement

Every secondment shall be covered by a written agreement between the home organization and the host organization. A copy of the agreement, including any amendments, extensions or renewals, shall be provided to the employee before the secondment begins or before the amendment, extension or renewal takes effect.

- a. The written agreement shall specify that:**

- i. the employee shall return to their substantive position at the end of the secondment;
 - ii. the employee shall remain an employee of the home organization and continue to be paid by that organization;
 - iii. the employee shall continue to be paid at their substantive group and level;
 - iv. the employee's career development and progression possibilities shall be protected by the home organization.
- b. The written agreement shall also include, at a minimum, the following information for the employee:
 - i. applicable terms and conditions of employment;
 - ii. start and end dates of the secondment;
 - iii. duties/tasks to be performed or services to be provided, including the language combination;
 - iv. hours of work;
 - v. work location;
 - vi. required security clearance;
 - vii. information on performance assessment and supervisor or manager responsibilities, including the role of the host organization;
 - viii. process for approving and tracking periods of leave and absences;
 - ix. responsibility for training costs;
 - x. home and host responsibilities, including information on employee training, duty to accommodate, ergonomic equipment, remote work arrangements;
 - xi. notice period for changes to the agreement;
 - xii. terms and conditions for any extension of the secondment;
 - xiii. contact persons in the home and host organizations;
 - xiv. any additional documentation that is relevant to the assignment or secondment.

Appendix A: TR – Translation Annual Rates of Pay

This submission represents a preliminary compensation proposal. The Association reserves the right to table a comprehensive pay proposal during negotiations.

Any pay proposal tabled by the Association will seek increases that protect and improve members' purchasing power, account for inflation and economic uncertainty, and fully recognize the vital contributions of the Translation Group.

Also, importantly, the Association will take into account wage disparities, specific compensation issues, and the recognition of specialized skills unique to the Translation Group.

Specific rates and percentages will be tabled at the strategic juncture deemed most appropriate.

5. Pay supplements

Appendix A

Secondment supplement

(...)

- p. A supplement of seven per cent (7%) of the employee's pay shall be added to the pay of an employee on secondment within the meaning of clause xx.01 for the duration of the secondment, in recognition of the related tasks that the employee performs in addition to translation duties and that are not required of employees who are not on secondment.**

This supplement shall be paid biweekly for each pay period during which the employee is on secondment.

This supplement shall not form part of the employee's pay except for the purposes of the following benefit plans: *Public Service Superannuation Act*; *Public Service Disability Insurance Plan*; *Canada Pension Plan*; *Québec Pension Plan*; *Employment Insurance*; *Government Employees Compensation Act*; *Flying Accidents Compensation Regulations*.

5. Pay supplements

- a. A supplement of seven per cent (7%) of the employee's pay shall be added to the pay of the employee classified as TR-02 who is in:
 - i. a combined translator-interpreter position where the work requires significant additions to the responsibilities of translators' positions, in the form of simultaneous interpretation functions corresponding to at least twenty-five per cent (25%) of working time;
or
 - ii. ~~a position of translator assigned to parliamentary services, in the evening or at night, under pressure at all times, and in accordance with production standards which are qualitatively and quantitatively reasonable as determined by the Employer.~~
- (...)
- j. A supplement of ~~four~~ **seven** per cent (~~4~~ **7**%) of the employee's pay shall be added to the pay of the employee ~~classified as TR-03~~ assigned to the parliamentary service and who usually works in the evening or at night, under pressure at all times, or who also works in the evening or at night and can be assigned to the parliamentary debates service at a moment's notice.

Appendix XX – Production Standards and Weightings

The Association reserves the right to table proposals regarding applicable production standards and weighting factors, including their establishment, application, and review. The specific wording will be tabled at a later stage of negotiations.

Interpreter Accreditation Process

The Association reserves the right to table proposals regarding the interpreter accreditation process. The specific wording will be tabled at a later stage of negotiations.

Appendix XX: Workforce Adjustment

The Association reserves the right to table proposals regarding workforce adjustment, including measures related to job security, workforce reductions, employee protection and related processes. The specific wording will be tabled at a later stage of negotiations, subject to coordination and consultation with other bargaining groups, to ensure a consistent and comprehensive approach.

Memorandum of Understanding XX: Gender-Neutral and Inclusive Language in the Collective Agreement

The Association reserves the right to table a proposed memorandum of understanding (MOU) regarding the use of gender-neutral and inclusive language throughout the collective agreement, while preserving the clarity, legal precision and scope of its provisions. The specific wording of the MOU will be tabled at a later stage of negotiations.