

July 12, 2019

**EMPLOYER COMPREHENSIVE OFFER TO SETTLE OUTSTANDING**

**COLLECTIVE BARGAINING ISSUES**

**WITH THE**

**FEDERAL GOVERNMENT DOCKYARD TRADES AND LABOUR COUNCIL  
(ESQUIMALT)**

**AND**

**THE TREASURY BOARD SECRETARIAT OF CANADA**

**IN RESPECT OF THE SHIP REPAIR (WEST) (SR (W)) GROUP:**

**The Employer proposes this comprehensive offer to settle, contingent upon agreeing to the following items:**

1. Rates of pay and wage adjustment, as identified in Annex A.
2. Amendments to the following, as identified in Annex B:
  - Various articles – Updated references
  - Article 10 – Vacation leave with pay
  - Clause 13.02 – Bereavement leave with pay
  - Clause 13.07 – Maternity allowance
  - Clause 13.09 – Parental leave without pay
  - Clause 13.10 – Parental allowance
  - Clause 13.12 – Leave without pay for the care of immediate family
  - (NEW) Clause 13.13 – Caregiving leave
  - Clause 13.15 – Leave with pay for family-related responsibilities
  - Clause 13.16 – Volunteer leave
  - Clause 13.17 – Personal leave
  - (NEW) Clause 13.18 – Domestic violence leave
  - Article 20 – Grievance procedure
  - Article 32 – Employee Performance Review and Employee Files
  - Article 35 – No discrimination
  - Article 37 – Duration and renewal
  - Appendix B – Memorandum of Agreement on Supporting Employee Wellness
  - (NEW) Appendix XX – Memorandum of Understanding between the Treasury Board of Canada and the Federal Government Dockyard Trades and Labour Council (Esquimalt) with Respect to Implementation of the Collective Agreement.
  - Letter of understanding – 15-04

- Memorandum Of Understanding Between the Treasury Board of Canada and the Federal Government Dockyard Trades and Labour Council (Esquimalt) with respect to Gender Inclusive Language
- Memorandum Of Understanding Between the Treasury Board of Canada and the Federal Government Trades and Labour Council (Esquimalt) with respect to Workplace Harassment

3. Unless otherwise agreed between the parties during negotiations, existing provisions in the collective agreements are renewed.

**ANNEX A**

**The Employer proposes to implement the following increases to rates of pay in accordance with Appendix "XX" – Memorandum of Understanding between the Treasury Board of Canada and the Federal Government Dockyard Trades and Labour Council (Esquimalt) with Respect to Implementation of the Collective Agreement.**

**Amounts in respect of the period prior to the implementation date will be paid as a retroactive payment, in accordance with Appendix "XX" – Memorandum of Understanding between the Treasury Board of Canada and the Federal Government Dockyard Trades and Labour Council (Esquimalt) with Respect to Implementation of the Collective Agreement.**

**RATES OF PAY**

January 31, 2019, increase to all rates of pay:	2%
January 31, 2020, increase to all rates of pay:	2%
January 31, 2021, increase to all rates of pay:	1.5%
January 31, 2022, increase to all rates of pay:	1.5%

**WAGE ADJUSTMENT**

January 31, 2019, increase to all rates of pay:	0.8%
January 31, 2020, increase to all rates of pay:	0.2%

## ANNEX B

### VARIOUS ARTICLES ADMINISTRATIVE CHANGES

Replace all references to the Public Service Labour Relations Board and Public Service Labour Relations and Employment Board with references to the Federal Public Sector Labour Relations and Employment Board.

Replace all references to the Public Service Labour Relations Act with references to the Federal Public Sector Labour Relations Act.

Replace all references to cash with payment.

#### Article 2: Interpretations and definitions

##### 2.01

###### b) "bargaining unit"

means all employees of the Employer in the Ship Repair Group of the Operational Category located on the west coast as described in the certificate issued by the **former** Public Service Labour Relations Board on June 2, 1999;

###### i) "employee"

means an employee as defined in the ~~Public Service Labour Relations Act~~ **Federal Public Sector Labour Relations Act** and who is a member of the Ship Repair bargaining unit;

##### 2.02 Except as otherwise provided in this agreement, expressions used in this agreement,

- A. if defined in the ~~Public Service Labour Relations Act~~ **Federal Public Sector Labour Relations Act**, have the same meaning as given to them in that Act;
- B. if defined in the Interpretation Act, but not defined in the ~~Public Service Labour Relations Act~~ **Federal Public Sector Labour Relations Act**, have the same meaning as given to them in the Interpretation Act.

#### Article 3: Conflict between future legislation and the collective agreement

3.02 In the event that there is a conflict between the contents of this agreement and any regulation except as provided under section 113 of the ~~Public Service Labour Relations Act~~ **Federal Public Sector Labour Relations Act**, this agreement shall take precedence over the said regulation.

## Article 5: Managerial responsibilities

**5.02** This article will not restrict the right of an employee to submit a grievance in accordance with the ~~Public Service Labour Relations Act~~ **Federal Public Sector Labour Relations Act**.

## Article 6: Recognition

**6.01** The Employer recognizes the Federal Government Dockyards Trades and Labour Council (Esquimalt) as the exclusive bargaining agent for all employees in the Ship Repair Occupational Group located on the west coast described in the certificate issued to the Council by the ~~former~~ Public Service Labour Relations Board on June 2, 1999.

## Article 8: Council security

**8.06** From the date of signing and for the duration of this agreement, no employee organization, as defined in section 2 of the ~~Public Service Labour Relations Act~~ **Federal Public Sector Labour Relations Act**, other than the Council, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.

## Article 13: Other types of leave with or without pay

### 13.03 c)

to appear on his/her own behalf or, when operational requirements permit, as a witness, before an adjudicator appointed by the ~~Public Service Labour Relations and Employment Board~~ **Federal Public Sector Labour Relations and Employment Board**.

### 13.05

Where an employee participates in a personnel selection process, including appeal process for a position in the public service, as defined in the ~~Public Service Labour Relations Act~~ **Federal Public Sector Labour Relations Act**, the employee is entitled to leave of absence with pay for the period during which the employee's presence is required for purposes of the selection process, including appeal process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his/her presence is so required. This clause applies equally in respect of the personnel selection process related to deployment.

### 13.07 a) iii) c)

[...] however, an employee whose specified period of employment expired and who is rehired in any portion of the Core Public Administration as specified in the ~~Public Service Labour Relations Act~~ **Federal Public Sector Labour Relations Act** within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

**13.10 a) iii) c)**

[...] however, an employee whose specified period of employment expired and who is rehired in any portion of the Core Public Administration as specified in the ~~Public Service Labour Relations Act~~ **Federal Public Sector Labour Relations Act** within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

**Article 15: Severance pay****15.06**

The period of continuous employment used in the calculation of severance benefits payable to an employee under this article shall be reduced by any period of continuous employment in respect of which the employee was already granted severance pay, retiring leave or a ~~cash~~ gratuity **payment** in lieu of retiring leave. Under no circumstances shall the maximum severance pay provided under clauses 15.01 to 15.07 and 15.09 under Appendix C be pyramided.

**Article 20: Grievance procedure****20.02**

Subject to and as provided in section 208 of the ~~Public Service Labour Relations Act~~ **Federal Public Sector Labour Relations Act**, an employee may present an individual grievance to the Employer if he or she feels aggrieved:

**20.03**

Subject to and as provided in section 215 of the ~~Public Service Labour Relations Act~~ **Federal Public Sector Labour Relations Act**, the Council may present a group grievance to the Employer on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of the collective agreement or an arbitral award.

**20.04**

Subject to and as provided in section 220 of the ~~Public Service Labour Relations Act~~ **Federal Public Sector Labour Relations Act**, the Council or the Employer may present a policy grievance in respect of the interpretation or application of the collective agreement or of an arbitral award.

**20.10**

Subject to and as provided for in the ~~Public Service Labour Relations Act~~ **Federal Public Sector Labour Relations Act**, a grievor who feels treated unjustly or aggrieved by an action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 20.08, except that:

**20.27**

[...] and the grievance has not been dealt with to the grievor's satisfaction, it may be referred to adjudication in accordance with the provisions of the ~~Public Service Labour Relations Act~~ **Federal Public Sector Labour Relations Act** and Regulations.

**Article 29: Illegal strikes****29.01**

The ~~Public Service Labour Relations Act~~ **Federal Public Sector Labour Relations Act** provides penalties for illegal strikes. A strike includes a cessation of work or a refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding, or a slowdown or other concerted activity on the part of employees designed to restrict or limit output.

**Article 30: Notice to amend or renew the collective agreement****30.01**

Should either party, at the expiration of this agreement, desire amendments or alterations therein for its renewal, a written notice to that effect shall be served upon the other party in accordance with the provisions of the ~~Public Service Labour Relations Act~~ **Federal Public Sector Labour Relations Act**.

**Article 34: National Joint Council agreements****34.01**

agreements concluded by the National Joint Council (NJC) of the public service on items which may be included in a collective agreement, and which the parties to this agreement have endorsed after December 6, 1978, will form part of this collective agreement, subject to the ~~Public Service Labour Relations Act~~ **Federal Public Sector Labour Relations Act (FPSLR)** and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act specified in section 113(b) of the FPSLR.

**34.02**

NJC items which may be included in a collective agreement are those items which the parties to the NJC agreements have designated as such or upon which the Chairman of the **former** Public Service Labour Relations Board has made a ruling pursuant to clause (c) of the NJC Memorandum of Understanding which became effective December 6, 1978.

**Appendix B: Memorandum of Agreement on Supporting Employee Wellness****Key principles**

[...]

- be contained in the collective agreements. The final level of adjudication associated with the plan will be the ~~Public Service Labour Relations and Employment Board~~ **Federal Public Sector Labour Relations and Employment Board (FPSLREB)**.

## **ARTICLE 10** **VACATION LEAVE WITH PAY**

### **10.04 Entitlement to vacation leave with pay**

An employee is entitled to vacation leave with pay to the extent of the employee's earned credits, but an employee who has completed six (6) months of continuous ~~employment service~~ may receive an advance of credits equivalent to the anticipated credits for the vacation year.

### **10.08 Carry-over of total accumulated vacation leave for ~~ten (10)~~ fifteen (15) days or less**

Because of either the employee's personal circumstances or work requirements, it is recognized that all planned vacation may not be used. Therefore, carry-over of total vacation leave up to and including ~~ten (10)~~ fifteen (15) accumulated days will be approved.

### **10.09 Carry-over of total accumulated vacation leave in excess of ~~ten (10)~~ fifteen (15) days**

By ~~November~~ January 1 of each year, requests to carry over vacation leave in excess of ~~ten (10)~~ fifteen (15) total accumulated days, for special circumstances, must be submitted in writing, by the employee stating the reasons and approximate proposed vacation dates to the immediate supervisor. Such requests will be considered by Senior Management. Reasons for carry-over of vacation leave in excess of ~~ten (10)~~ fifteen (15) days shall include but are not necessarily limited to the following:

- a. planned vacations requiring extensive periods;
- b. period to build a house;  
and
- c. extensive periods for special events or circumstances requiring the employee's attendance or participation.

### **10.10 Use and carry-over of vacation leave**

- a. an employee who has accumulated vacation leave is required to use, in addition to his/her annual vacation leave, twenty (20) days each year until all previously accumulated vacation leave is used;
- b. carry-over of such vacation leave will be allowed under the following circumstances:
  - i. an employee, subject to work requirements, was not permitted to take vacation leave,  
and
  - ii. the total amount of previously accumulated vacation leave is large and cannot be used within one (1) year.

(NEW)

- c. **During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess fifteen (15) days may be paid at the employee's rate of pay as calculated from the classification**

**prescribed in the employee's certificate of appointment of the employee's substantive position on March 31, of the previous vacation year.**

**CLAUSE 13.02**  
**BEREAVEMENT LEAVE WITH PAY**

**13.02 Bereavement leave with pay**

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

[...]

**(NEW)**

- g. An employee shall be entitled to bereavement leave for a person who stands in the place of a relative for the employee whether or not there is a degree of consanguinity between such person and the employee only once during the employee's total period of employment in the public service.**

**CLAUSE 13.07**  
**MATERNITY ALLOWANCE**

**13.07 Maternity allowance**

- a. An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:
  - i. has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
  - ii. provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer, and
  - iii. has signed an agreement with the Employer stating that:
    - A. she will return to work **within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act**, on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
    - B. following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;
    - C. should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, she will be indebted to the Employer for an amount determined as follows:

(allowance received)	X	(remaining period to be worked following her return to work)
		————— [total period to be worked as specified in (B)]

however, an employee whose specified period of employment expired and who is rehired **within the federal public administration as described in section (A), in any portion of the Core Public Administration as specified in the Public Service Labour Relations Act** within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- b. For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not

be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

- c. Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
  - i. where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,  
and
  - ii. for each week that the employee receives a maternity benefit under the Employment Insurance or the Québec Parental Insurance plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period.
  - iii. Where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week, ninety three per cent (93%) of her weekly rate of pay, less any other monies earned during this period.
- d. At the employee's request, the payment referred to in subparagraph 13.07(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan maternity benefits.
- e. The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the Employment Insurance Act or the Parental Insurance Act in Québec.
- f. The weekly rate of pay referred to in paragraph (c) shall be:
  - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
  - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- g. The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.

- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- i. Where an employee becomes eligible for a pay increment or pay revision that would increase the maternity allowance, the allowance shall be adjusted accordingly.
- j. Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

**CLAUSE 13.09**  
**PARENTAL LEAVE WITHOUT PAY**

**13.09 Parental leave without pay**

- a. Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for ~~a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care~~, either:
  - i. **a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option),**  
or
  - ii. **a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),**  
beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- b. Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for ~~a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care~~, either:
  - i. **a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period (standard option),**  
or
  - ii. **a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),**  
beginning on the day on which the child comes into the employee's care.
- c. Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two periods.
- d. Notwithstanding paragraphs (a) and (b):
  - i. where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,  
or
  - ii. where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized, the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

- e. An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the commencement date of such leave.
- f. The Employer may:
  - i. defer the commencement of parental leave without pay at the request of the employee;
  - ii. grant the employee parental leave without pay with less than four (4) weeks' notice;
  - iii. require an employee to submit a birth certificate or proof of adoption of the child.
- g. Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

*Renumber accordingly*

**CLAUSE 13.10**  
**PARENTAL ALLOWANCE**

**13.10 Parental allowance**

**Under the Employment Insurance (EI) benefits plan, parental allowance is payable under two options, either:**

- **Option 1: standard parental benefits, 13.10 paragraphs (c) to (k), or**
- **Option 2: extended parental benefits, 13.10 paragraphs (l) to (t).**

**Once an employee elects the standard or extended parental benefits and the weekly benefit top up allowance is set, the decision is irrevocable and shall not be changed should the employee return to work at an earlier date than that originally scheduled.**

**Under the Québec Parental Insurance Plan (QPIP), parental allowance is payable only under Option 1: standard parental benefits.**

**Parental Allowance Administration**

- a. An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), **or (l) to (r)**, providing he or she:
  - i. has completed six (6) months of continuous employment before the commencement of parental leave without pay,
  - ii. provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance Plan or Québec Parental Insurance Plan in respect of insurable employment with the Employer,  
and
  - iii. has signed an agreement with the Employer stating that:
    - A. the employee will return to work **within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act** on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
    - B. Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the **standard** parental allowance, in addition to the period of time referred to in section 13.07(a)(iii)(B), if applicable. **Where the employee has elected the extended parental allowance, following his or her return to work, as described in section (A), the employee will work for a period equal to sixty percent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in section 13.07(a)(iii)(B), if applicable;**

C. should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, he or she will be indebted to the Employer for an amount determined as follows:

(allowance received)  (remaining period to be worked, as specified in (B), following his or her return to work)

---

[total period to be worked as specified in (B)]

however, an employee whose specified period of employment expired and who is rehired **within the federal public administration as described in section (A), in any portion of the Core Public Administration as specified in the Public Service Labour Relations Act** within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

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

### **(Option 1)**

#### **Standard Parental Allowance**

c. Parental allowance payments made in accordance with the SUB Plan will consist of the following:

- i. where an employee **on parental leave without pay as described in 13.09 (a)(i) and (b)(i) has elected to receive Standard Employment Insurance parental benefits and** is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for ~~each week of~~ the waiting period, less any other monies earned during this period;
- ii. for each week the employee receives parental, adoption or paternity benefits under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate of pay and the parental, ~~or adoption or paternity~~ benefits, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefits to which he or she would have been eligible if no extra monies had been earned during this period;

- iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit **or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks paternity** under the Québec Parental Insurance Plan **for the same child** and **either employee** thereafter remains on parental leave without pay, ~~she~~**that employee** is eligible to receive a further parental allowance for a period of **up to** two (2) weeks, ninety-three per cent (93%) of ~~her~~**their** weekly rate of pay for each week, less any other monies earned during this period.
- iv. **where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Québec Parental Insurance Plan for the same child** and **either employee** thereafter remains on parental leave without pay, **that employee** is eligible to receive a further parental allowance for a period of **up to** two (2) weeks, ninety-three per cent (93%) of **their** weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period;
- v. Where an employee has received the full thirty-five (35) weeks of parental benefit under Employment Insurance **Plan** and thereafter remains on parental leave without pay, he/she is eligible to receive a further parental allowance for a period of one (1) week, ninety three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 13.07 c) iii) for the same child.
- vi. **where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child** and **either employee** thereafter remains on parental leave without pay, **that employee** is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of **their** weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 13.07(c)(iii) and 13.10(c)(v) for the same child;

- d. At the employee’s request, the payment referred to in subparagraph 13.10(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance ~~Plan or Québec Parental Insurance Plan~~ benefits.
- e. The parental allowance to which an employee is entitled is limited to that provided in paragraphs (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act or the ~~Act Respecting Parental Insurance~~ **Parental Insurance Act** in Québec.
- f. The weekly rate of pay referred to in paragraph (c) shall be:

- i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
- ii. for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.

- g. The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- i. Where an employee becomes eligible for a pay increment or pay revision that would increase the parental allowance, the allowance shall be adjusted accordingly.
- j. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- k. The maximum combined, shared, maternity and **standard** parental allowances payable ~~under this collective agreement~~ shall not exceed fifty-seven two (57 52) weeks for each combined **standard** maternity and parental leave without pay.

## (Option 2)

### Extended Parental Allowance

- I. Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
  - i. where an employee on parental leave without pay as described in 13.09(a)(ii) and (b)(ii), has chosen to receive Extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay for the waiting period, less any other monies earned during this period;
  - ii. for each week the employee receives parental or adoption benefits under the Employment Insurance, he or she is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of his or her weekly rate and the parental, adoption benefit, less any other monies earned during this period which may result in a decrease in his or her parental, adoption benefit to which he or she would have been eligible if no extra monies had been earned during this period;

- iii. where an employee has received the full sixty-one (61) weeks of parental benefits under the Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 13.07(c)(iii) for the same child.
- iv. where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 13.07(c)(iii) for the same child;

- m. At the employee’s request, the payment referred to in subparagraph 13.10(l)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.
- n. The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act.
- o. The weekly rate of pay referred to in paragraphs (l) shall be:
  - i. for a full-time employee, the employee’s weekly rate of pay on the day immediately preceding the commencement of parental leave without pay;
  - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee’s straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- p. The weekly rate of pay referred to in paragraph (l) shall be the rate (and the recruitment and retention “terminable allowance” if applicable) to which the employee is entitled for the substantive level to which he or she is appointed.
- q. Notwithstanding paragraph (p), and subject to subparagraph (o)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate (and the recruitment and retention “terminable allowance” if applicable), the employee was being paid on that day.

- r. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
- s. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- t. The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.

*Renumber accordingly*

**CLAUSE 13.12**  
**LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY**

**13.12 Leave without pay for the care of immediate family**

- a. For the purpose of this article, family is defined as spouse (or common-law partner), children (including foster children or children of legal or common-law partner), **ward of the employee, grandchild, parents (including step parents or foster parents), father-in-law, mother-in-law, son-in-law, daughter-in-law, brother, sister, step-brother, step-sister**, the employee's grandparents or any relative permanently residing in the employee's household or with whom the employee permanently resides, **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. Subject to clause 13.12(a) and operational requirements, an employee shall be granted leave without pay for the Care of Immediate Family in accordance with the following conditions:
  - i. an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
  - ii. leave granted under this clause shall be for a minimum period of three (3) weeks;
  - iii. the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the public service;
  - iv. leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery;
  - v. notwithstanding subparagraph 13.12(b)(ii) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits;
  - vi. leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.
- c. An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.
- d. All leave granted under leave without pay for the long term care of a parent or under leave without pay for the care and nurturing of pre-school age children will not count towards the calculation of the maximum amount of time allowed for care of immediate family during an employee's total period of employment in the public service.

**CLAUSE 13.13**  
**CAREGIVING LEAVE**

**(NEW)**

**13.13 Caregiving leave**

- a. Notwithstanding the definition of “family” found in clause 13.12 (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 13.13 (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, clause 13.13 (a) above ceases to apply.

*Renumber accordingly*

**CLAUSE 13.15**  
**LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES**

**13.15 Leave with pay for family-related responsibilities**

a. For the purpose of this clause, family is defined as spouse (or common-law partner resident with the employee), children (including step-children, children of legal or common-law partner), foster child and ward of the employee, parents (including step-parents or foster parents), father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandchildren, grandparents of the employee, any relative 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, **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.**

**CLAUSE 13.16**  
**VOLUNTEER LEAVE**

~~Effective on April 1 of the year following the signing of the collective agreement, clause 13.16, Volunteer leave, is deleted from the collective agreement.~~

**13.16 Volunteer leave**

- ~~1. Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to eight (8) hours, or two periods of up to four (4) hours each, of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign;~~
- ~~2. The leave will be scheduled at times convenient both to the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.~~

**CLAUSE 13.16**  
**PERSONAL LEAVE**

**13.17 Personal leave**

1. ~~Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to eight (8) hours, or two periods of up to four (4) hours each, of leave with pay for reasons of a personal nature.~~
2. ~~The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.~~

**13.167 Personal leave**

- a. ~~Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, sixteen (16) hours of leave with pay for reasons of a personal nature. This leave can be taken in periods of eight (8) hours or four (4) hours each.~~
- b. ~~The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.~~

*Renumber accordingly*

**CLAUSE 13.18**  
**DOMESTIC VIOLENCE LEAVE**

**(NEW)**

**13.18 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 at work.**
- 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.**
- c. The total domestic violence leave with pay which may be granted under this clause shall not exceed eighty (80) hours in a fiscal year.**
- 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.**
- e. Notwithstanding paragraphs 13.18(b) and 13.18(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 20** **GRIEVANCE PROCEDURE**

**20.13** This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Council. **For the purposes of satisfying the Employer's obligation under this clause, the notices may be posted electronically. Where electronic access is unavailable or impractical a paper copy will be posted.**

**ARTICLE 32**  
**EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

**32.01**

- a. When a formal review of an employee's performance is made, the employee concerned shall be given an opportunity to discuss and then sign the review form in question to indicate that its contents have been read and understood. A copy of the completed review form will be provided to the employee.
- b. **The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.**

**32.02** The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

**32.03** Upon written request of an employee, the personnel file of that employee may be made available once per year for the employee's examination in the presence of an authorized representative of the Employer.

**32.04** Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

**32.05** Where an employee is required to attend a meeting on disciplinary matters the employee is entitled to have a representative of the Council attend the meeting. Where practicable, the employee shall receive a minimum of two (2) working days' notice of such meeting.

**ARTICLE 35**  
**NO DISCRIMINATION**

**35.01** There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, **gender identity and expression**, family status, mental or physical disability, **genetic characteristics**, membership or activity in the Council, marital status or a conviction for which a pardon has been granted.

**ARTICLE 37**  
**DURATION AND RENEWAL**

**37.02** This collective agreement shall expire on January 30, 2019**2023**.

**APPENDIX “B”**  
**MEMORANDUM OF AGREEMENT ON SUPPORTING EMPLOYEE WELLNESS**

[...]

**Renew**

[...]

**APPENDIX "XX"**  
**(number as appropriate)**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF  
CANADA AND THE FEDERAL GOVERNMENT DOCKYARD TRADES AND  
LABOUR COUNCIL (ESQUIMALT) WITH RESPECT TO  
IMPLEMENTATION OF THE COLLECTIVE AGREEMENT**

Notwithstanding the provisions of article 26 on the calculation of retroactive payments and article 37 on the collective agreement implementation period, this memorandum is to give effect to the understanding reached between the Employer and the Federal Government Dockyard Trades and Labour Council (Esquimalt) regarding a modified approach to the calculation and administration of retroactive payments for the current round of negotiations.

**1. Calculation of retroactive payments**

- a. Retroactive calculations that determine amounts payable to employees for a retroactive period shall be made based on all transactions that have been entered into the pay system up to the date on which the historical salary records for the retroactive period are retrieved for the calculation of the retroactive payment.
- b. Retroactive amounts will be calculated by applying the relevant percentage increases indicated in the collective agreement rather than based on pay tables in agreement annexes. The value of the retroactive payment will differ from that calculated using the traditional approach, as no rounding will be applied. The payment of retroactive amount will not affect pension entitlements or contributions relative to previous methods, except in respect of the rounding differences.
- c. Elements of salary traditionally included in the calculation of retroactivity will continue to be included in the retroactive payment calculation and administration, and will maintain their pensionable status as applicable. The elements of salary included in the historical salary records and therefore included in the calculation of retroactivity include:
  - Substantive salary
  - Promotions
  - Deployments
  - Acting pay
  - Extra duty pay/Overtime
  - Additional hours worked
  - Maternity leave allowance
  - Parental leave allowance
  - Vacation leave and extra duty pay cash-out
  - Severance pay
  - Salary for the month of death
  - Transition Support Measure

- Eligible allowances and supplemental salary depending on collective agreement

d. The payment of retroactive amounts related to transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved, such as acting pay, promotions, overtime and/or deployments, will not be considered in determining whether an agreement has been implemented.

e. Any outstanding pay transactions will be processed once they are entered into the pay system and any retroactive payment from the collective agreement will be issued to impacted employees.

## 2. Implementation

a. The effective dates for economic increases will be specified in the agreement. Other provisions of the collective agreement will be effective as follows:

- i. All components of the agreement unrelated to pay administration will come into force on signature of agreement.
- ii. Changes to existing compensation elements 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(b)(i).
- iii. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid until changes come in to force as stipulated in 2(a)(ii).

b. Collective agreement will be implemented over the following timeframes:

- i. 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 agreement where there is no need for manual intervention.
- ii. Retroactive amounts payable to employees will be implemented within one-hundred and eighty (180) days after signature of the agreement where there is no need for manual intervention.
- iii. Prospective compensation increases and retroactive amounts that require manual processing by compensation advisors will be implemented within five-hundred and sixty (560) days after signature of agreement. Manual intervention is

generally required for employees on an extended period of leave without pay (e.g., maternity/parental leave), salary protected employees and those with transactions such as leave with income averaging, pre-retirement transition leave and employees paid below minimum, above maximum or in between steps. Manual intervention may also be required for specific accounts with complex salary history.

### 3. Employee Recourse

- a. An employee who is in the bargaining unit for all or part of the period between the first day of the collective agreement (i.e., the day after the expiry of the previous collective agreement) and the signature date of the collective agreement will be entitled to a non-pensionable amount of four hundred dollars (\$400) payable within one-hundred and eighty (180) days of signature, in recognition of extended implementation timeframes and the significant number of transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved.
- b. Employees in the bargaining unit for whom the collective agreement is not implemented within one-hundred and eighty one (181) days after signature will be entitled to a fifty dollar (\$50) non-pensionable amount; these employees will be entitled to an additional fifty dollar (\$50) non-pensionable amount for every subsequent complete period of ninety (90) days their collective agreement is not implemented, to a total maximum of nine (9) payments. These amounts will be included in their final retroactive payment. For greater certainty, the total maximum amount payable under this paragraph is four hundred and fifty dollars (\$450).
- c. If an employee is eligible for compensation in respect of section 3 under more than one collective agreement, the following applies: the employee shall receive only one non-pensionable amount of four hundred dollars (\$400); for any period under 3(b), the employee may receive one fifty \$50 payment, to a maximum total payment of four hundred and fifty dollars (\$450).
- d. Should the Employer negotiate higher amounts for 3(a) or 3(b) with any other bargaining agent representing Core Public Administration employees, it will compensate FGDTLC (Esquimalt) members for the difference in an administratively feasible manner.
- e. Late implementation of the 2018 collective agreements will not create any entitlements pursuant to the Agreement between the CPA Bargaining Agents and the Treasury Board of Canada with regard to damages caused by the Phoenix Pay System.
- f. Employees for whom collective agreement implementation requires manual intervention will be notified of the delay within one-hundred and eighty (180) days after signature of the agreement.
- g. Employees will be provided a detailed breakdown of the retroactive payments received and may request that the departmental compensation unit 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 Council regarding the format of the detailed breakdown.

- h. In such a circumstance, for employees in organizations serviced by the Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay.

**Letter of Understanding (15-04)**

**In respect to employees on the first (night) shift and the third (evening) shift at FMF CB in the Ship Repair Group (All Employees Located on the West Coast)**

**d. Article 25: shift premium**

It is understood that with respect to the subject article, the shift premium shall be calculated in accordance with the following examples for an employee who works:

- the third (evening) shift
  - $\$17.50 \times 1/457 = \$1.172.50$
  - $\$1.172.50 \times 7.5 \text{ hours} = \$8.7818.75$
- the first (night) shift
  - $\$17.50 \times 1/5 = \$3.50$
  - $\$3.50 \times 7.5 \text{ hours} = \$26.25$

**\*\*\*Note: Update to align with current shift premium from Article 25.**

**NEW APPENDIX “XX”  
(number as appropriate)**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF  
CANADA AND THE FEDERAL GOVERNMENT DOCKYARD TRADES AND  
LABOUR COUNCIL (ESQUIMALT) WITH RESPECT TO  
GENDER INCLUSIVE LANGUAGE**

This memorandum is to give effect to the agreement reached between the Treasury Board of Canada and the Federal Government Dockyard Trades and Labour Council (Esquimalt) regarding the review of language in the Council collective agreement.

Both parties are committed to and support gender neutrality and inclusivity. To that end, the parties commit to, during the life of the above noted collective agreements, establishing a Joint Committee to review the collective agreements 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.

Both parties acknowledge that gender inclusivity is more difficult to achieve in the French language compared to the English language, but are committed nonetheless to further supporting and increasing gender neutrality and inclusivity in the collective agreement.

The Joint Committee agrees to begin their work in 2020 and will endeavour to finalize the review by December 2022. These timelines may be extended by mutual agreement.

**NEW APPENDIX “XX”  
(number as appropriate)**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF  
CANADA AND THE FEDERAL GOVERNMENT TRADES AND LABOUR  
COUNCIL (ESQUIMALT) WITH RESPECT  
TO WORKPLACE HARASSMENT**

This memorandum is to give effect to the agreement reached between the Treasury Board and the Federal Government Dockyard Trades and Labour Council (Esquimalt).

Both parties share the objective of creating healthy work environments that are free from harassment and violence. In the context of the passage of Bill C-65 *An Act to amend the Canada Labour Code* by the Government of Canada, as well as the Clerk of the Privy Council’s initiative to take action to eliminate workplace harassment, the Treasury Board is developing a new directive covering both harassment and violence situations.

During this process, the Treasury Board will consult with the members of National Joint Council (NJC) on the following:

- mechanisms to guide and support employees through the harassment resolution process;
- redress for the detrimental impacts on an employee resulting from an incident of harassment; and
- ensuring that employees can report harassment without fear of reprisal.

The Employer also agrees to hold bilateral discussion with the Council if the Council requests it. Any report resulting from these discussions will be shared with the NJC.

The implementation and application of this directive do not fall within the purview of this MOU or the collective agreement.

This memorandum expires upon issuance of the new directive or (expiry of the collective agreement), whichever comes first.