

MEMORANDUM OF SETTLEMENT

BETWEEN:

COMMUNICATIONS SECURITY ESTABLISHMENT (CSE)

("Employer")

and

THE PUBLIC SERVICE ALLIANCE OF CANADA

("Union")

WHEREAS the parties have been negotiating since October 2022 for the renewal of their collective agreement which expired on February 9, 2022 (the "Collective Agreement");

WHEREAS the parties have agreed to resolve all outstanding issues with respect to the terms of renewal of the Collective Agreement;

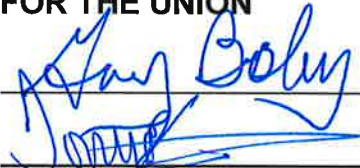
THEREFORE THE PARTIES AGREE AS FOLLOWS:


1. The Employer and the Union ("the Parties") hereby agree that the terms and conditions of this Memorandum of Settlement constitute a full and complete settlement of all issues in dispute between them in regards to the renewal of the Collective Agreement, and all other issues in dispute with respect to the renewal of the Collective Agreement are hereby withdrawn.
2. The Parties agree that the renewal of the Collective Agreement shall be in the form of the previous Collective Agreement between the Parties, subject to the changes or amendments outlined in the agreed-to articles as indicated in the Comprehensive Proposal attached hereto as Schedule A. The New Collective Agreement shall have a term of duration of February 10, 2022 to February 9, 2026.
3. The undersigned representatives of the Parties agree to recommend unanimously complete acceptance of all of the terms and conditions of this Memorandum of Settlement to their respective principals as full and complete settlement of all issues in dispute.
4. This Memorandum of Settlement is conditional on ratification by the Union membership. The parties agree that the ratification date shall be the date on which ratification occurs by the employees in the bargaining unit. The Union shall endeavour to achieve ratification by July 31, 2023.


5. The Parties to this Memorandum agree that the terms and conditions of this Memorandum of Settlement shall become effective as of the date of ratification of the Memorandum of Settlement by both parties, except as specifically provided otherwise. The wage rates set out in Appendix A of the New Collective Agreement shall increase by the percentages set out in the attached Schedule A relating to Appendix A, effective on the dates indicated therein.
6. The parties agree that this Memorandum is enforceable by either party as if it were part of the New Collective Agreement and that to the extent that the specific provisions of this Memorandum conflict with the New Collective Agreement that this Memorandum shall take precedence over the New Collective Agreement.


DATED THIS 29th DAY OF JUNE 2023.

FOR THE UNION










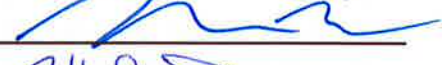



FOR THE EMPLOYER




















SCHEDULE A

Agreed To Article between CSE and PSAC

In this document:

- proposed revisions or additions are noted in **bolded blue** text;
- proposed deletions are noted in ~~strikeout~~ text; and
- explanatory notes are indicated in *italics* text, and do not form part of the collective agreement.

EDITORIAL / ADMINISTRATIVE CHANGES

The parties will discuss and agree on any necessary editorial/administrative changes. In particular, the parties have agreed to remove all references to "Market Allowance", including but not limited to in clause 33.10 and Appendix B.

ARTICLE 3 – CHECK-OFF

Add the following new clauses to article 3:

3.08 The Employer agrees to supply the Local each quarter with the name, work location, and classification of each employee. The quarterly list will include the date of appointment for each new employee and date of departure for each employee whose employment with the Employer has ceased.

3.09 Employees of the bargaining unit will be given electronic access to the collective agreement. Where electronic access to the agreement is unavailable or impractical, an employee will be supplied with a printed copy of the agreement upon request.

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ARTICLE 5 – PROVISION OF BULLETIN BOARD SPACE

Replace existing 5.01 with the following:

5.01 Reasonable space on bulletin boards, in convenient locations, including electronic bulletin boards where available, will be made available to the Alliance for the posting of official Alliance notices. The Alliance shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer except in the case of notices related to the business affairs of the Alliance, including posting of the names of Alliance representative, and social and recreational events. Such approval shall not be unreasonably withheld.

ARTICLE 6 - NO DISCRIMINATION OR HARASSMENT

Amend article 6 as follows:

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

6.02 **With respect to a grievance filed in relation to this Article:**

(a) any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

(b) If, by reason of 6.02 (a) above, a level in the grievance procedure is waived, no other level shall be waived except by mutual consent.

6.03 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination. The selection of the mediator will be by mutual agreement.

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6.04 The Employer shall provide the complainant(s) and/or respondent(s) with an official copy of the investigation report, subject to the *Access to Information Act* and *Privacy Act*.

ARTICLE 11 – VACATION LEAVE WITH PAY

Amend article 11 as follows, on the understanding that this change will not result in any retroactive payment or adjustment; it will form part of the implementation, on a prospective basis, of the new collective agreement once signed:

11.01 The vacation year shall be from April 1st to March 31st inclusive, of the following calendar year.

11.02 An employee shall earn vacation leave credits at the following rate for each calendar month in which he or she receives at least ~~ten (10) days'~~ **seventy-five (75) hours'** pay:

- (a) **nine decimal three seven five (9.375) hours** ~~one and one-quarter (1¼) days~~ until the month in which the anniversary of his or her **seventh (7th)** ~~eight (8th)~~ year of service occurs;
- (b) **twelve decimal five (12.5) hours** ~~one and two-thirds (12/3) days~~ commencing with the month in which his or her **seventh (7th)** ~~eight (8th)~~ anniversary of service occurs;
- (c) **thirteen decimal seven five (13.75) hours** ~~one and five-sixths (15/6) days~~ commencing with the month in which his or her sixteenth (16th) anniversary of service occurs;
- (d) **fourteen decimal four (14.4) hours** ~~one and eleven-twelfths (111/12) days~~ commencing with the month in which his or her seventeenth (17th) anniversary of service occurs;
- (e) **fifteen decimal six two five (15.625) hours** ~~two and one-twelfth (21/12) days~~ commencing with the month in which his or her eighteenth (18th) anniversary of service occurs;
- (f) **sixteen decimal eight seven five (16.875) hours** ~~two and one-quarter (2¼) days~~ commencing with the month in which his or her twenty-seventh (27th) anniversary of service occurs;
- (g) **eighteen decimal seven five (18.75) hours** ~~two and one-half (2½) days~~ commencing with the month in which his or her twenty-eighth (28th) anniversary of service occurs;
- (h) for the purpose of clauses 11.02 **and 11.15**, all service, whether continuous or discontinuous, shall count toward vacation leave.

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11.15 (a) Employees shall be credited one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 11.02(h). **For clarity, employees shall be credited the leave described in 11.15(a) only once in their total period of employment in the public service.**

ARTICLE 12 - OTHER LEAVE WITH OR WITHOUT PAY

Amend article 12 as follows, on the understanding that this change will not result in any retroactive payment or adjustment; it will form part of the implementation, on a prospective basis, of the new collective agreement once signed:

12.02 Bereavement Leave With Pay

(...)

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

(...)

(h) An employee is entitled to three (3) consecutive working days of bereavement leave with pay in the event of a stillbirth experienced by them or their spouse or common-law partner or where they would have been a parent of the child born as a result of the pregnancy. For greater certainty, stillbirth is defined as an unborn child on or after 20 weeks of pregnancy. The leave may be taken during the period that begins on the day on which the stillbirth occurs and ends no later than 12 weeks after the latest of the days on which any funeral, burial or memorial service in respect of the stillbirth occurs.

12.14 Leave With Pay for Family-Related Responsibilities

(c) The Employer shall grant leave with pay under the following circumstances:

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(vi) ~~Seven decimal five (7.5)~~ **fifteen (15)** hours out of the thirty-seven decimal five (37.5) hours stipulated in paragraph 12.14 (b) above may be used to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative if the supervisor was notified of the appointment as far in advance as possible;

(vii) to visit a family member who, due to an incurable terminal illness, is nearing the end of their life.

12.23 Leave for Traditional Indigenous Practice

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

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

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

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

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

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ARTICLE 15 – LEAVE FOR ALLIANCE BUSINESS

Amend article as follows:

15.08 Alliance Meetings, and Conventions, Conferences and Committee Meetings

Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees to attend meetings of the Board of Directors of the Alliance, meetings of the National Executive of the Component, Executive Board meetings of the Alliance, and conventions **and conferences** of the Alliance, the Component, the Canadian Labour Congress and the Territorial and Provincial Federations of Labour **and Alliance recognized committee meetings of the Alliance, the components, the Canadian Labour Congress and the territorial and provincial Federations of Labour.**

15.10 Alliance Position

The Employer will grant leave of absence without pay to an employee who is elected or appointed to a full-time position of the Alliance within one (1) month after notice is given to the Employer of such election or appointment by the Alliance. The duration of such leave shall be for the period the employee holds such office.

15.11 Reimbursement

The PSAC will reimburse the employer for the salary and benefit costs of the employee during the period of approved leave with pay according to the terms established by joint agreement.

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ARTICLE 16 – HOURS OF WORK

Amend article 16 as follows:

16.06 (a) Notwithstanding the provisions of clause 16.03, upon request of an employee and the concurrence of the Employer, an employee may complete his or her weekly hours of employment in a period of other than five (5) full working days provided that over a period of **up to** twenty-eight (28) calendar days the employee works an average of thirty-seven and one-half (37 ½) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every **period of up to** twenty-eight (28) days ~~period~~ such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for him or her.

ARTICLE 17 - ADMINISTRATIVE PROVISIONS FOR HOURS OF WORK SCHEDULED IN ACCORDANCE WITH CLAUSES 16.06 OR 16.11

Amend article 17 as follows, on the understanding that this change will not result in any retroactive payment or adjustment; it will form part of the implementation, on a prospective basis, of the new collective agreement once signed:

17.05 For greater certainty the following provisions shall be administered as provided herein:

(d) Meal allowance

(i) An employee who works three (3) or more hours immediately before or following his or her normal scheduled hours of work on a designated holiday shall be reimbursed for one (1) meal in the amount of **twelve** ~~ten~~ dollars (\$**12.00**).

(ii) An employee who works continuously for four (4) hours or more beyond the period provided in (a) above, on a designated holiday shall be reimbursed for one (1) additional meal in the amount of **twelve** ~~ten~~ dollars (\$**12.00**).

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ARTICLE 18 - OVERTIME

Amend article 18 as follows, on the understanding that the term "employee's residence" captures any location outside of ones where the Employer has assigned the employee (including, for instance, the employee's partner's residence, a cottage, a restaurant/café, a parent's or grand-parent's house, a coworking location when the employee requested to work there, etc.), and on the further understanding that this change will not result in any retroactive payment or adjustment; it will form part of the implementation, on a prospective basis, of the new collective agreement once signed:

18.07 (a) An employee who works three (3) or more hours of overtime immediately before or immediately following his or her scheduled hours of work shall be reimbursed expenses for one meal in the amount of twelve dollars (\$12.00) except where free meals are provided **or where the employee has obtained authorization to work at the employee's residence.**

(b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, he or she shall be reimbursed for one additional meal in the amount of twelve dollars (\$12.00), except where free meals are provided **or where the employee has obtained authorization to work at the employee's residence.**

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ARTICLE 19 - DESIGNATED HOLIDAYS

Amend article 19 as follows, on the understanding that the term "employee's residence" captures any location outside of ones where the Employer has assigned the employee (including, for instance, the employee's partner's residence, a cottage, a restaurant/café, a parent's or grand-parent's house, a coworking location when the employee requested to work there, etc.), and on the further understanding that this change will not result in any retroactive payment or adjustment; it will form part of the implementation, on a prospective basis, of the new collective agreement once signed:

19.01 Subject to clause 19.02, the following days shall be designated as holidays with pay for employees:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for the celebration of the Sovereign's Birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) National Day for Truth and Reconciliation,**
- (gh) the day fixed by proclamation of the Governor in Council as a general day of thanksgiving,
- (ih) Remembrance Day,
- (ij) Christmas Day,
- (jk) Boxing Day,
- (lk) one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional holiday is recognized as a provincial or civic holiday, the first Monday in August,
- (lm) one additional day when proclaimed by an Act of Parliament as a national holiday.

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19.08 (a) An employee who is required to work eleven (11) or more consecutive hours on a designated holiday and does so shall be reimbursed for one meal in the amount of **twelve** ~~ten~~ dollars (\$**12.00**).

(b) An employee who is required to work fifteen (15) or more consecutive hours on a designated holiday and does so shall be reimbursed, in addition to the meal allowance provided in sub-clause (a) of this clause, for one additional meal in the amount of **twelve** ~~ten~~ dollars (\$**12.00**).

c) The amounts specified in paragraphs (a) and (b) of this sub-clause shall not be paid where free meals are provided by the Employer **or where the employee has obtained authorization to work at the employee's residence.**

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ARTICLE 21 – SHIFT AND WEEKEND PREMIUMS

Amend article 21 as follows, on the understanding that this change will not result in any retroactive payment or adjustment; it will form part of the implementation, on a prospective basis, of the new collective agreement once signed:

Shift Premium

21.01 An employee will receive a shift premium of two dollars **and twenty-five cents** (\$2.25) per hour for all hours worked, including overtime hours worked, on shifts. The shift premium will not be paid for hours worked between 8 a.m. and 4 p.m.

Weekend Premium

21.02 An employee shall be paid a weekend premium of two dollars **and twenty-five cents** (\$2.25) per hour for all regularly scheduled hours worked at straight-time rates worked on Saturday and/or Sunday.

ARTICLE 30 – JOB SECURITY

Add the following new clauses to article 30:

30.02 Through Labour Management Consultation Committees, or through another forum as agreed upon by both parties, Employer and Alliance representatives shall meet to discuss and exchange on issues associated with contracting out, such as but not limited to, the influence on working conditions, complexity of tasks, information on contractors in the workplace, future resource and service requirements, skills inventories, knowledge transfer, position vacancies, workload, and managed services.

30.03 Where practicable and when indeterminate employees are affected by workforce adjustment situations, and provided the employee is capable of performing the necessary work, preference shall be given to their retention over re-engaging a contractor.

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ARTICLE 39 – DURATION

Amend art. 39 as follows:

39.01 This Collective Agreement shall expire 9 February **2026**.

39.02 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on date of signing or on the date of the arbitral award.

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APPENDIX A

The parties agree on the following General Economic Increases (GEI):

- *Effective 10 February 2022: 1.5% (general economic increase)*
- *Effective 10 February 2023: 3.50% (general economic increase)*
- *Effective 10 February 2023: 1.25% (wage adjustment)*
- *Effective 10 February 2024: 3.0% (general economic increase)*
- *Effective 10 February 2025: 2.00% (general economic increase)*
- *Effective 10 February 2025: 0.25% (wage adjustment)*

The rates within the tables in Appendix A will be revised in accordance with the above GEI.

Pay Line Adjustment

- February 10, 2024 – Pay Line Adjustment of 0.5% to be applied to every step of every classification and level.
- The implementation of these adjustments will be made in accordance with the implementation timelines as per Appendix M - Memorandum of Understanding with Respect to Implementation of the Collective Agreement.

The parties agree to amend Appendix A and/or the Pay Notes or, if appropriate, a separate Letter of Understanding, to confirm the following:

- On Feb 10, 2024, employees in UNI-07 to UNI-11 positions and in UNMA-7 to UNMA-11 positions will have their pay converted to the next pay step for the UNI-07 to UNI-11 and UNMA-7 to UNMA-11 pay scales;
- The increment between steps is 3.5%;
- Upon implementation of the pay steps, employees shall be converted to the pay step at the rate of pay that is nearest to but not less than the rate of pay they would otherwise be entitled to receive on that date.

The parties agree to a one-time allowance Related to the Performance of Regular Duties:

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

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APPENDIX "D" - MEMORANDUM OF UNDERSTANDING BETWEEN THE COMMUNICATIONS SECURITY ESTABLISHMENT AND THE PUBLIC SERVICE ALLIANCE OF CANADA

Amend appendix as follows, on the understanding that this change will not result in any retroactive payment or adjustment; it will form part of the implementation, on a prospective basis, of the new collective agreement once signed:

1. The participants understand that FLIP allowances will be established on the basis of the terms and conditions set out below and will apply only to employees whose substantive position is ~~in DGI~~ and who are working in an eligible position **requires the use of an operational language in the conduct of foreign intelligence activities**. An eligible position may be found at the UNI-7, UNI-8, ~~or~~ UNI-9 **or UNI-10 non-managerial level**.

2. An employee who is accredited in at least one skill (listening or reading) in at least one ~~DGI~~ operational language will be entitled to an allowance as follows:

2.1 Category A Language Allowance

An employee who is in an eligible position and who is accredited in a Category A operational language will be entitled to receive a FLIP allowance of one (1) percent of the employee's annual salary per language/skill combination to a maximum of three (3) percent of the employee's annual salary in total for all Category A operational languages in which the employee is accredited.

2.2 Category B Language Allowance

An employee who is in an eligible position and who is accredited in a Category B operational language will be entitled to receive a FLIP allowance of one and one half (1 1/2) percent of the employee's annual salary per language/skill combination to a maximum of five (5) percent of the employee's annual salary in total for all Category B operational languages in which the employee is accredited.

3. The Employer will draw up a list of Category A and B operational languages and may amend the list from time to time following consultations with a representative of the Union of National Defence Employees.

4. ~~During the initial implementation phase,~~ Employees working in eligible positions will be deemed accredited in language/skill combinations in which they were accredited under the

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Linguist Accreditation System or in which they passed a DGIO recruitment test. For language/skill combinations in which they are not deemed accredited, employees in eligible positions may apply to DGIO management for accreditation and will be accredited if they pass an accreditation test. For both these groups of employees, the applicable FLIP allowance for the language/skill combinations in which they are accredited will be paid retroactive to the signing date of the collective agreement.

5. For employees who submit their application for accreditation after the completion of the FLIP implementation period, the allowance will commence on the first day of the first full pay period following the date on which they pass the accreditation test.

6. FLIP allowances do not form part of salary.

7. The FLIP allowance will be paid on a biweekly basis as long as the employee remains in an eligible position.

8. The FLIP allowance will cease on the date on which the employee ceases working in an eligible position.

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APPENDIX "J" - MEMORANDUM OF UNDERSTANDING WITH RESPECT TO INCENTIVES FOR THE RECRUITMENT AND RETENTION OF COMPENSATION ADVISORS

The parties agree to delete Appendix J:

**** APPENDIX "J"**

MEMORANDUM OF UNDERSTANDING WITH RESPECT TO INCENTIVES FOR THE RECRUITMENT AND RETENTION OF COMPENSATION ADVISORS

Incentives

Effective June 2, 2019 and ending September 1, 2020, Compensation Advisors eligible for the Compensation Advisors Retention Allowance and who are part of the Compensation unit (hereafter referred to as "employees"), shall be eligible to receive the following incentive payments:

1. One-time Incentive Payment

The Employer will provide an incentive payment to employees of \$4,000, only once during the employee's entire period of employment in the federal public service.

Current Employees (i.e., those considered 'current Employees' under the previous Appendix K MOU) who received a portion of the two \$2,000 lump sum payments will be eligible to receive any remaining amount up to the \$4,000 limit, providing they are employed for twelve months either continuously or discontinuously since August 25, 2017.

New Recruits hired on or after June 1, 2019 and prior to September 1, 2020, will receive the incentive payment after completing a one-year period of continuous employment.

Retirees who come back to work as Compensation Advisors on or after June 1, 2019 and prior to September 1, 2020, will earn the incentive payment through pro-rated payments over a six-month contiguous or noncontiguous period of employment, starting upon commencement of employment. The full amount of the incentive payment will be pro-rated to the period worked up to a maximum period of six months and paid in increments on a biweekly basis. The qualifying period to receive the award is shorter than the qualifying period for new recruits in recognition of the experience a retiree will contribute to the operations immediately upon hiring.

Part-time employees. Part-time employees who received a pro-rated amount of the \$4,000 incentive payment under the previous MOU, will be eligible to receive up to the difference between what they received under the previous MOU and \$4,000. This amount will be paid on a pro-rata basis up to the \$4,000 threshold, based on actual hours worked.

Employees departing on maternity/parental leave who qualify for the incentive shall be eligible for a prorated amount based on the portion of a year worked on or after Aug 24, 2017 and prior to September 1, 2020, upon their departure, less any amounts already received. Employees will remain eligible for the remaining balance of the \$4,000 incentive upon their return to work, to be paid on completion of 12 month's work. The incentive amount is not subject to the 12.06 (iii)

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repayment undertaking and shall not be counted as income for the purposes of the maternity/parental leave top-up.

For greater clarity, nothing in this MOU shall suggest that employees can receive incentive payments that cumulatively exceeds \$4,000, as a result of eligibility under this or a previous MOU.

2. Overtime

Overtime shall be compensated at double (2) time for overtime worked during the period between June 2, 2019 and September 1, 2020.

Conclusion

The Employer shall make all reasonable efforts to process incentive payments for retirees that are provided under this extension, as well as new overtime payments provided under this extension, within 150 days following the signature of this agreement.

The parties agree that the terms of this MOU will continue to not be affected by any notice to bargain served under section 106 of the Federal Public Sector Labour Relations Act. As such, the terms and conditions set out in this MOU will cease on the dates indicated in the MOU and will not be continued in force by the operation of s. 107.

The parties recognize that an extension of clauses 1 and 2 is made without prejudice or precedent and will in no way bind the parties to any particular position that they may wish to take on overtime during any round of collective bargaining.

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APPENDIX K – MEMORANDUM OF UNDERSTANDING (FINANCE ALLOWANCES)

CSE will agree to renew the Appendix, with the following amendments:

Part A – CFO Transitional Allowance: index the Chief Financial Officer (CFO) Transitional Allowance by the following wage adjustments, with resulting amendments to the table in paragraph 2(a):

- 10 February, 2022: 1.5%
- 10 February, 2023: 4.75%
- 10 February, 2024: 3.0%
- 10 February, 2025: 2.25%

Part B – Financial Management Group Allowance: maintain, with rates in effect at February 10, 2021.

Paragraph 7 amended to indicate that the Memorandum of Understanding expires on February 9, 2026.

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APPENDIX "M" - MEMORANDUM OF UNDERSTANDING BETWEEN THE COMMUNICATIONS SECURITY ESTABLISHMENT AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO IMPLEMENTATION OF THE COLLECTIVE AGREEMENT

Replace the current wording of Appendix M with the following:

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

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

3. Employee recourse

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- a) Employees in the bargaining unit for whom this collective agreement is not fully implemented within one hundred and eighty (180) days after signature of this collective agreement will be entitled to a lump sum of two hundred dollars (\$200) non-pensionable amount when the outstanding amount owed after one hundred and eighty-one (181) days is greater than five hundred dollars (\$500). This amount will be included in their final retroactive payment.
- b) Employees will be provided a detailed breakdown of the retroactive payments received and may request that the compensation services at CSE verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the Alliance regarding the format of the detailed breakdown.
- c) In such a circumstance, employees shall contact the compensation services at CSE.

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NEW LETTER OF AGREEMENT – TELEWORK

The parties agree to sign a Letter of Agreement with Respect to Telework that will not form part of the collective agreement.

Letter of Agreement Between the Communications Security Establishment and the Public Service Alliance of Canada with Respect to Telework

In keeping with the Employer's Directive on Telework, this letter of agreement confirms the parties' shared understanding on Telework: work performed by an employee from an alternate location other than a Government of Canada designated worksite.

The parties acknowledge that:

1. Telework arrangements can be initiated by the employee, are voluntary and require the mutual agreement of the employee and the Deputy Head or the authorized representative within each department or organization.
2. Telework arrangements are subject to regular review (at least annually) and may be terminated by either party at any time with reasonable notice.
3. Telework is not a right or an entitlement of the employee unless agreed upon in connection with the duty to accommodate.
4. Rights, obligations and responsibilities of the parties will be agreed upon in advance of any telework arrangement coming into effect. Any arrangement may be modified with the mutual agreement of the employee and the Employer representative.
5. Employee telework requests will be considered on a case-by-case basis and in consideration of operational requirements and other relevant factors. If a request is denied, the employee will be provided with reasons in writing for the denial.

CSE Panel on Telework

The Letter of Agreement provides for the creation of a ~~departmental or organizational~~ panel to address the employee's dissatisfaction with a decision resulting from the application of the Employer's *Directive on Telework* and ~~Direction on prescribed presence in the workplace~~, which may be amended from time to time.

The parties recognize:

- That this letter of agreement does not negate any grievance rights as outlined in the *Federal Public Sector Labour Relations Act* and relevant regulations.
- The importance of a consistent application of the Employer's *Directive on Telework* which accounts for departmental realities and operations.
- The creation of such a panel to address matters related to telework support informal discussions and satisfactory resolution of such matters.

Based on the above recognition, the parties agree that:

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- CSE and the Public Service Alliance of Canada will develop terms of reference for the creation of a panel to address dissatisfaction with a decision resulting from the application of the Employer's *Directive on Telework* and ~~Direction on prescribed presence in the workplace~~.
- These terms of reference will incorporate the following principles:
 - o The creation of a CSE panel with equal representation from the Employer and the Public Service Alliance of Canada that will review decisions resulting from the application of the *Directive on Telework*.
 - o If no settlement has been reached prior to the final step of the grievance procedure prescribed in the collective agreement, the employee may refer the grievance to the panel established for this purpose, at which point the grievance will be held in abeyance pending the completion of the review by the panel.
 - o The panel will review the submissions presented by the parties and submit a recommendation to the Deputy Head or its delegate for decision making as part of the final level in the grievance procedure.
 - o This process will proceed on a trial basis for the duration of this letter of agreement.

Information

In addition to the above, the Employer, subject to the *Access to Information Act and Privacy Act*, will endeavour to share information and consult regularly with the Public Service Alliance of Canada on opportunities and challenges related to telework including data collected related to the above departmental or organizational panel on telework, where available.

This letter of agreement expires upon expiry of this collective agreement.

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NEW APPENDIX - MEMORANDUM OF UNDERSTANDING BETWEEN THE COMMUNICATIONS SECURITY ESTABLISHMENT AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT GENDER-INCLUSIVE LANGUAGE

The parties agree to add a new Appendix on gender-inclusive language, the text of which is as follows:

This memorandum of understanding (MOU) is to give effect to the agreement reached between the Communication Security Establishment (the Employer) and the Public Service Alliance of Canada (the Alliance) regarding the review of language in the collective agreement. The parties commit to establishing a Joint Committee to review the collective agreement to render the language more gender-inclusive in both official languages. The parties agree that any changes in language will not result in changes in application, scope or value. To support this review and for purposes of consistency in the federal public service, the Employer will share with the Alliance tools and an approach previously developed to integrate gender-inclusive language into the collective agreement. The Joint Committee will be comprised of an equal number of representatives from the Employer and the Alliance. The Joint Committee will meet within ninety (90) days of the signing of the collective agreement and will endeavour to finalize the review and report to their principals by June 20, 2024. This timeline may be extended by mutual agreement. This MOU expires on the expiry date of this collective agreement.

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NEW MEMORANDUM OF UNDERSTANDING BETWEEN THE COMMUNICATIONS SECURITY ESTABLISHMENT AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO A JOINT REVIEW ON EMPLOYMENT EQUITY, DIVERSITY AND INCLUSION TRAINING AND INFORMAL CONFLICT MANAGEMENT SYSTEMS

The parties agree to add a new MOU to the collective agreement, the text of which is as follows:

- 1. The parties acknowledge that the Treasury Board of Canada and the Public Service Alliance of Canada entered into a Memorandum of Understanding with respect to a joint review on employment equity, diversity and inclusion (EEDI) training and information conflict management systems whereby they commit to establish a Joint Committee to review existing training courses related to EEDI which are currently available to employees in the Core Public Administration.**
- 2. The Communications Security Establishment commits to consider the recommendations from the above-noted Joint Committee.**

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NEW APPENDIX - MEMORANDUM OF UNDERSTANDING BETWEEN THE COMMUNICATIONS SECURITY ESTABLISHMENT AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO MATERNITY AND PARENTAL LEAVE WITHOUT PAY

The parties agree to add a new MOU to the collective agreement, the text of which is as follows:

This memorandum of understanding (MOU) is to give effect to the agreement reached between the Communication Security Establishment and the Public Service Alliance of Canada regarding the review of language under the articles on maternity leave without pay (12.05), maternity allowance (12.06), parental leave without pay (12.08) and parental allowance (12.09) in the collective agreement. The parties commit to participate in the exercise agreed between the PSAC and the Treasury Board of Canada (TBS) in April 2023 in relation to the review of the maternity leave without pay and parental leave without pay provisions of the collective agreement, to identify opportunities to simplify the language. The parties also commit to participate in the exercise of comparing the interactions between the collective agreement and the Employment Insurance Program and Québec Parental Insurance Plan. The parties agree that the opportunities identified throughout this exercise will not result in changes in application, scope or value of articles 12.05, 12.06, 12.08 or 12.09 of the collective agreement. This MOU expires on the expiry date of this collective agreement.

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LETTER OF AGREEMENT BETWEEN THE COMMUNICATION SECURITY ESTABLISHMENT (CSE) AND THE PUBLIC SERVICE ALLIANCE OF CANADA (PSAC) WITH RESPECT TO SENIORITY IN THE CONTEXT OF WORKFORCE ADJUSTMENT SITUATIONS

The parties agree to sign a Letter of Agreement with Respect to Seniority in the context of Workforce Adjustment Situations. The following letter of agreement does not form part of the collective agreement and is not included in any related appendix.

Letter of Agreement between the Communication Security Establishment and the Public Service Alliance of Canada with Respect to Seniority in the context of Workforce Adjustment Situations

The parties acknowledge that the Treasury Board of Canada and the Public Service Alliance of Canada (the PSAC) have entered into a Letter of Agreement with respect to Seniority in the context of Workforce Adjustment Situations. As per that agreement, the parties therein have agreed to submit a proposal to the Public Service Commission of Canada and to make recommendations to the effect that it consider and study the possibility of including the consideration of seniority in workforce adjustment situations.

Should the above result in amendments to the *Public Service Employment Regulations*, the CSE agrees to engage in meaningful consultation with the Alliance regarding those amendments.

This Letter of Agreement expires on February 9, 2026.

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE PUBLIC SERVICE ALLIANCE OF CANADA
AND
COMMUNICATIONS SECURITY ESTABLISHMENT
IN RESPECT OF RECRUITMENT AND RETENTION**

This MOU is to give effect to the agreement reached between the Communications Security Establishment (CSE) and the Public Service Alliance of Canada (PSAC) with respect to recruitment and retention issues at CSE.

The Parties commit to meeting to have meaningful discussions on recruitment and retention issues. Such discussions will deal with but not be limited to, developing mutual understanding of employee concerns (including pay and compensation), and developing mutual understanding of management efforts and initiatives.

The Parties agree to commence discussions on recruitment, retention, and related matters within ninety (90) days of the signing of the Collective Agreement. The results of the Parties' discussions may be brought to the appropriate governance committee for consideration.

This Memorandum of Understanding expires on December 31st, 2024.

Signed at Ottawa, this 29th day of the month of June, 2023.

This MOU shall not form part of the collective agreement



JOINT LEARNING PROGRAM

MEMORANDUM OF UNDERSTANDING BETWEEN THE PUBLIC SERVICE ALLIANCE OF CANADA AND COMMUNICATIONS SECURITY ESTABLISHMENT IN RESPECT TO A JOINT LEARNING PROGRAM

This MOU is to give effect to the agreement reached between the Communications Security Establishment (CSE) and the Public Service Alliance of Canada (PSAC) with respect to the Joint Learning Program for CSE employees.

CSE and the PSAC agree to pursue a pilot project with respect to the Joint Learning Program (JLP).

The Employer agrees to provide one hundred and fifty thousand dollars (\$150,000) to fund the CSE-PSAC one-year JLP pilot. Furthermore, the parties agree to establish a CSE-PSAC joint working group made up of equal number of representatives from both CSE and PSAC within ninety (90) days of the signing of the Collective Agreement in order to govern the JLP pilot project based upon the specific learning and operational needs of CSE. The working group will be responsible to establish terms of reference for the pilot based on objectives that include:

- Strengthen Union/Management relationships through the joint oversight, organisation and delivery of workshops;
- Provide employees with a positive, healthy and respectful workplace through their participation in the JLP;
- Provide pilot evaluation results to inform both parties in their subsequent discussions concerning the JLP.

This Memorandum of Understanding expires on December 31st, 2024.

Signed at Ottawa, this 29th day of the month of June, 2023.

This Memorandum of Understanding shall not form part of the collective agreement.

Two handwritten signatures in blue ink are present at the bottom of the page. The top signature is a cursive 'COE' followed by a horizontal line. The bottom signature is a more complex cursive signature, possibly 'D. H. ...', also followed by a horizontal line.

