



## **TENTATIVE AGREEMENT**

### **PUBLIC SERVICE ALLIANCE OF CANADA (PSAC)**

#### **EDUCATION AND LIBRARY SCIENCE**

#### **BARGAINING UNIT (EB)**

COMPRISING EMPLOYEES IN THE FOLLOWING CLASSIFICATIONS:

Education (ED)  
Library Science (LS)  
Educational Support (EU)



File: 2121-EB-3

February 20, 2017

TO: ALL MEMBERS OF THE PSAC – EDUCATION AND LIBRARY SCIENCE  
BARGAINING UNIT (EB)

**RE: TENTATIVE AGREEMENT**

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On January 21, 2017, after two-and-a-half years of negotiations, our EB bargaining team finally reached a tentative agreement with Treasury Board. Our bargaining team unanimously recommends ratification of our new agreement.

If ratified, the settlement will improve our members' working conditions in several ways. These improvements are the product of the hard work and dedication of both our team and the membership over the course of this round of bargaining.

**Highlights of our tentative agreement**

**Economic Increases**

The tentative agreement contains significant improvements to monetary compensation for members. This includes general wage increases and market adjustment for certain occupations. (see details below).

The total compensation for all EB members amounts to a minimum increase of five (5%) percent over the four years of the collective agreement, plus a \$650 signing bonus for those members employed in the EB bargaining unit at the date of signing of the new agreement.

- Effective July 1, 2014: 1.25%
- Effective July 1, 2015: 1.25%
- Effective July 1, 2016: 1.25%
- Effective July 1, 2017: 1.25%
- \$650 Signing bonus

Effective July 1, 2016, market adjustment based on comparators on all rates of pay:

- ED-EST 12 month – 4%
- ED-EST 10 month – 3%
- LS – 3 %
- EU – 0.5%
- ED-EDS – 0.5%
- ED-LAT – 0.5

## Sick Leave

- The sick leave provisions (Article 19) of our collective agreement will remain unchanged.
- The parties have negotiated a memorandum of agreement to establish a task force to develop recommendations on measures to improve employee wellness and reintegration into the workplace of employees who have been on sick leave.
- Any future enhancements to the sick leave regime would need to be negotiated and agreed to by both parties. PSAC's four principles are included in the MOA: sick leave provisions will be contained in the collective agreement, will provide for wage replacement, will protect and grandparent sick leave banks, and will not be administered by a third-party provider. Any enhanced sick leave regime shall contain, at minimum, these four principles.

## Workforce Adjustment Appendix

- What we achieved represents the most significant improvements in workforce adjustment since it was first signed as an appendix into PSAC collective agreements in 1998.
- Changes will reduce involuntary layoffs by allowing volunteers to come forward to leave the public service during times of workforce adjustment.
- Employees will now have up to fifteen months to find an alternation match.
- More union involvement, ensuring employees have the right to union representation during the process.
- Limits to contracting out.
- Improvements to the monetary provisions, including the education allowance, the counselling allowance, and the transition support measure.

## Detailed Summary of the tentative agreement reached on January 21, 2017.

### ARTICLE 2 – DEFINITION OF FAMILY

Inclusion of step-brother, step-sister, foster child, daughter-in-law and son-in-law.

### ARTICLE 14 – LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

Clause 14.09: Operational requirements are no longer a consideration when employees are required to take leave for negotiations.

NEW – Clause 14.14: Effective January 1, 2018, when employees are on leave without pay for Union business for clause 14.02 (representations at the labour board for a certification or intervention); clause 14.09 (negotiations); clause 14.10 (preparation for negotiations); clause 14.12 (Board of Directors meetings, Executive Board meetings or conventions) and clause 14.13 (training courses for employee representatives), **they will not experience an interruption of pay. The employer will pay them as usual and invoice the Alliance for the salary and benefits.**

## **ARTICLE 16 – NO DISCRIMINATION**

Addition of gender identity and expression in list of prohibited grounds for discrimination.

## **ARTICLE 19 – SICK LEAVE**

The sick leave provisions of our collective agreement will remain unchanged.

## **ARTICLE 20 – VACATION LEAVE WITH PAY**

Members who leave the public service and then return shall have their prior service count for the calculation of vacation accrual. This gives all members the same rights as former members of the Canadian Forces, who have had their prior service in the CF recognized for vacation accrual since April 2012. Recognition of Canadian Forces service for vacation accrual has been moved from an MOU into the collective agreement.

## **ARTICLE 22 – CLAUSE - 22.01 - VOLUNTEER LEAVE**

Flexibility to break volunteer leave into two periods.

## **ARTICLE 22 – CLAUSE- 22.02 - BEREAVEMENT LEAVE WITH PAY**

Bereavement leave was formerly for seven consecutive calendar days. Now an employee can split it into two periods so that they can access some days at the time of death and other days at a later period (but within 12 months) for the purpose of attending a memorial or ceremony.

In addition, daughter-in-law, son-in-law and a person who stands in the place of a relative whether or not there is any degree of consanguinity have been added to the definition of family for which the Employee can take the seven calendar days, and grandparents of spouse have been added the definition of family for which the employee can take one day of bereavement leave.

## **ARTICLE 22 – CLAUSE – 22.04 - MATERNITY LEAVE WITHOUT PAY**

Update of language to take into account new legislation reducing the waiting period for employment insurance to one week from two weeks.

## **ARTICLE 22 – CLAUSE – 22.07 - PARENTAL LEAVE WITHOUT PAY**

Update of language to take into account new legislation reducing the waiting period for employment insurance to one week from two weeks.

## **ARTICLE 22 – CLAUSE 22.09 – LEAVE WITHOUT PAY FOR THE CARE OF FAMILY**

Expansion of definition of family to include “a person who stands in the place of a relative whether or not there is any degree of consanguinity”.

## **ARTICLE 22 – CLAUSE 22.13 - LEAVE WITH PAY FOR FAMILY RELATED RESPONSIBILITIES**

Expansion of definition of family for whom an employee can access family-related leave to include ward of the employee, grandchild, father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents of the employee, any relative for who the employee has a duty of care and a person who stands in the place of a relative whether or not there is any degree of consanguinity.

Clause d. – there is no longer a cap of 7.5 hours for the employee to use FRRL to attend school functions, or to provide for their child in case of an unforeseen closure of the school or day care facility.

## **ARTICLE 22 – CLAUSE - 22.17 - LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS**

Ability to split personal leave into two separate periods.

## **NEW ARTICLE 25 – CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE**

The Penological Factor Allowance (PFA) has been changed to the new Correctional Service Specific Duty Allowance. The new allowance has been increased to \$2,000 annually for all.

Previously employees in maximum security institutions were already receiving \$2,000. However, those in medium institutions were getting \$1,000 and those in minimums were only receiving \$600.

## **ARTICLE 66 – DURATION**

The new agreement, if ratified by the membership, will expire on June 30, 2018.

## **NEW ARTICLE XX – REIMBURSEMENT OF TEACHER EXPENSES**

Teachers within Indigenous and Northern Affairs Canada (INAC), working within First Nation communities will be reimbursed cost incurred up to \$500 per year when the school premises are not accessible in the evening and/or weekend.

## APPENDIX B – WORKFORCE ADJUSTMENT

### Voluntary program and alternation

The two most significant gains made are ones that significantly decrease the likelihood of involuntary layoffs, by allowing volunteers to come forward to leave the public service during times of workforce adjustment.

The voluntary program language (a new clause) has the following features:

- Departments and organizations are **obligated** to use a voluntary program in all cases where there are five or more affected employees at the same group and level in the same work unit.
- The voluntary program must be the subject of **meaningful consultation** between the department and the union.
- The program can only take place **after affected letters** have been delivered to employees.
- The program needs to take place **before the department engages in a SERLO** process. In many cases we are hoping that the program will avoid all use of the SERLO process.
- Volunteers need to be given a minimum **of thirty** days to decide if they wish to participate. This time is needed so they can carefully consider their options.
- Volunteers will have access to **options B, Ci or Cii** under section 6.3 of the appendix.
- Finally, if the number of volunteers is larger than the required number of positions to be eliminated, **seniority** will be used to determine who is entitled to leave.

### Alternation

In the past, only opting employees were allowed to alternate. Because WFA processes don't all happen at the same time, the 120-day limit made it hard for members to find an alternate. Under the new agreement:

- Both **opting AND surplus (option A) employees** will be eligible to alternate. This means that employees now have up to fifteen months to find an alternate.
- The employer will have an increased obligation to ensure that affected employees understand how alternation takes place.
- For alternations taking place during the surplus period, the transition support measure available to the alternate will be reduced by one week for each week of surplus period already used.

### The union's role in WFA situations

- In clause 1.1.3, we have achieved agreement that departmental WFA committees are to be **joint union-management committees**.
- In clause 1.1.34, we reinforced the employer's obligation to ensure that employees have the **right to be represented by the union** in the application of the WFAA.

- We achieved several improvements to the **notice provisions** of the WFAA. The current WFAA focused on notice when employees are made affected. The new notice provisions require the union to receive copies of official notices at several other critical stages of the process, including advance notice of layoff.

#### Improved limits on contracting out in WFAA situations

We have expanded the scope of clause 1.1.27, which currently states that departments are, where practicable, to refrain from re-engaging the use of consultants, contractors, temporary help agencies, and non-indeterminate staff, if doing so will allow the appointment of surplus or laid-off persons. The new clause will also require departments to review their use of **contracted-out services**, which is a significant expansion beyond consultants and contractors.

The new clause also limits departments from **engaging or re-engaging** contractors or consultants or contracted-out services.

#### Monetary improvements

- The transition support measure will now be calculated on the basis of an employee's **total years of service, both continuous and discontinuous**, across the entire public service.
- The transition support measure can now be **split into two amounts**, payable over two years, which provides for improved tax treatment.
- The education allowance increases from the current \$10,000 to **\$15,000**.
- The education allowance can now be used for any **“relevant”** equipment related to the education course (the old language restricted use to “mandatory” equipment).
- The allowance for financial or career counselling services available to opting employees has been increased from the current \$600 to **\$1,000**.

#### **APPENDIX H – JOINT LEARNING PROGRAM**

Funding for the Program will be increased to \$330,000 per month from previous monthly amount of \$292,000. A joint study on health and safety will be funded at \$50,000.

#### **APPENDIX J – MOU ON ED-EST 12 MONTH PAY STUDY**

Deletion. Please refer to the new Memorandum of Understanding (MOU) on joint committee for ED-EST 12 month teachers.

#### **APPENDIX L – MOU ON THE IMPLEMENTATION OF APPENDIX J**

Deletion. Please refer to the new Memorandum of Understanding (MOU) on joint committee for ED-EST 12 month teachers.

## **APPENDIX M – TRANSITIONAL MARKET ALLOWANCE FOR ED-EST 12 MONTH**

Deletion. Effective July 1, 2016, the annual allowance of \$2,400 of the ED-EST 12 month teachers will be added to the wages.

### **NEW APPENDIX – UNION LEAVE**

The parties have agreed to a memorandum of understanding to establish a joint committee to implement a system of cost recovery for leave for union business.

### **NEW APPENDIX – MENTAL HEALTH**

The parties agreed in 2015 to a memorandum of understanding to establish a joint task force to improve mental health in the workplace, and work on this effort began immediately. Please visit PSAC's national website for a review of the important work being done by this joint committee.

### **NEW APPENDIX – CHILDCARE**

The parties have agreed to a memorandum of understanding to undertake a joint study on childcare needs of employees.

### **NEW APPENDIX – MOU FOR ED-EST 12 MONTH TEACHERS**

A new Memorandum of Understanding (MOU) has been agreed upon to create a joint committee in order to conduct an analysis and research to establish national rates of pay for the ED-EST 12 month teachers. The work of the committee is to be completed by June 30, 2018.

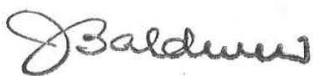
Your bargaining team comprising:

Kwasi Amenu-Tekaa  
Terry-Lynn Brant  
Michael Freeman  
Danielle Moffet

Julie Chiasson - PSAC Research Officer  
Holmann Richard - PSAC Negotiator

Unanimously recommend this tentative agreement.

In Solidarity,



Jeannie Baldwin  
Regional Executive Vice-President - Atlantic



cc. National Board of Directors  
Component Presidents  
Directors' Team  
Linda Cassidy, A/Coordinator, Negotiations Section  
Lisa Addario, A/Coordinator, Representation Section  
Shelina Merani, Communications, Political Action and Campaigns Section  
Essential Services & Exclusions  
David-Alexandre Leblanc, Senior Research Officer, Negotiations Section  
Holmann Richard, Negotiator, Negotiations Section  
Julie Chiasson, Research Officer, Negotiations Section  
Patricia Harewood, Legal Officer  
Margaret Barry, Administrative Assistant to Legal Officer  
Regional Coordinators  
Micheline Labelle, Supervisor, Membership Administration  
Dale Robinson, Strike Mobilization Project Officer  
Ratification Kit Binder (Negotiations Section)

**ARTICLE 2  
INTERPRETATION AND DEFINITIONS**

2.01 For the purpose of this Agreement, the following definitions apply:

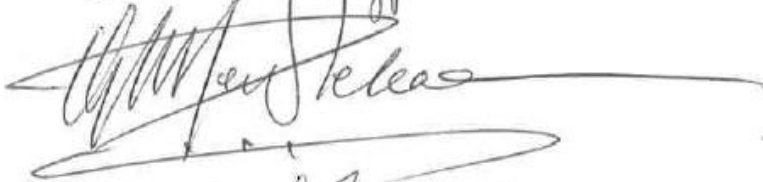
**"continuous employment"**

*(emploi continu)* has the same meaning as specified in the existing ~~Treasury Board Directive on Public Service Terms and Conditions of Employment~~ **Directive on Terms and Conditions of Employment** on the date of signing of this Agreement;



Brant

Danielle Moffet



Michael Freeman



M. O.

Melissa Roy



M. C. Dussault

16/01/2015

## ARTICLE 2 INTERPRETATION AND DEFINITIONS

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**Amend as follows:**

**“family”** (*famille*) except where otherwise specified in this Agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, **step-sister, step-brother**, spouse (including common-law partner spouse resident with the employee), child (including child of common-law partner), stepchild, **foster child** or ward of the employee, grandchild, father-in-law, mother-in-law, **son-in-law, daughter-in-law**, the employee’s grandparents, and relative permanently residing in the employee’s household or with whom the employee permanently resides.

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**ARTICLE 10  
CHECK-OFF**

**10.06** The amounts deducted in accordance with clause 10.01 shall be remitted to the Comptroller of the Alliance ~~by cheque~~ **by electronic payment** within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

**10.07** The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.

  
Grant  
Danielle Moffet  
~~W. W. J. Seles~~  
Michael Freeman

M. C. Dussault

~~W. W. J. Seles~~

Melissa Roy

M. C. Dussault



16/01/2015

**ARTICLE 14  
LEAVE WITH OR WITHOUT PAY  
FOR ALLIANCE BUSINESS**

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**Complaints Made to the Public Service Labour Relations Board Pursuant to Section 190(1) of the *Public Service Labour Relations Act***

**Applications for Certification, Representations and Interventions With Respect to Applications for Certification**

**14.02** ~~When operational requirements permit,~~ The Employer will grant leave without pay:

- (a) to an employee who represents the Alliance in an application for certification or in an intervention,  
  
and
- (b) to an employee who makes personal representations with respect to a certification.

**Contract Negotiation Meetings**

**14.09** ~~When operational requirements permit,~~ The Employer will grant leave without pay to an employee for the purpose of attending contract negotiation meetings on behalf of the Alliance.

**Preparatory Contract Negotiation Meetings**

**14.10** When operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings.

**14.12** Subject to operational requirements, the Employer shall grant leave without pay to a reasonable number of employees to attend meetings of the Board of Directors of

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the Alliance, meetings of the National Executive of the Components, Executive Board meetings of the Alliance, and conventions of the Alliance, the Components, the Canadian Labour Congress, and the Territorial and Provincial Federations of Labour.

**Representatives' Training Courses**

**14.13** When operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a representative on behalf of the Alliance to undertake training related to the duties of a representative.

**New**

**14.14** Effective January 1, 2018, leave granted to an employee under article 14.02, 14.09, 14.10, 14.12 and 14.13 will be with pay; 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.

**ARTICLE 16**  
**NO DISCRIMINATION**

**16.01** 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 or ethnic origin, religious affiliation, sex, sexual orientation, **gender identity and expression**, family status, **marital status**, mental or physical disability, membership or activity in the Alliance, ~~marital status~~ or a conviction for which a pardon has been granted.



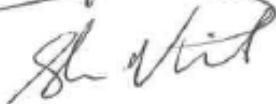
June 18, 2015



June 18, 2015

Michael Freeman

UBrant



Danielle Moffet

**ARTICLE 20  
VACATION LEAVE WITH PAY**

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20.03

- (a) ~~For the purpose of clause 20.02 only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the public service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the public service within one year following the date of lay-off. For greater certainty, severance payments taken under Article 24.04 to 24.07, or similar provisions in other collective agreements, do not reduce the calculation of service for persons who have not yet left the public service.~~
- (b) **For the purpose of clause 20.03(a) only, effective April 1, 2012 on a go forward basis, any former service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits.**
- (c) Notwithstanding (a) above, an employee who was a member of the bargaining unit on the date of signing of the Collective agreement May 17 or 18 or 19, 1989 or an employee who became a member of the bargaining unit between the date of signing of the Collective agreement – May 17 or 18, or 19, 1989 and May 31, 1990, shall retain, for the purposes of "service" and of establishing his or her vacation entitlement pursuant to this Article, those periods of former service which had previously qualified to count as continuous employment, until such time as his or her employment in the public service is terminated.

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**ARTICLE 20  
VACATION LEAVE WITH PAY**

**20.06** The Employer shall give an employee as much notice as is practicable and reasonable of approval, rejection or cancellation of a request for vacation leave with pay. In the case of rejection or cancellation of such leave, the Employer shall give the ~~written~~ reason ~~therefore~~ **in writing**, upon written request from the employee.



Danielle Moffet  
Mount

Michael Freeman  
St. John

W. J. Steale

Monique Barretto

K. Henry

M. C. Dussault

Shirley

Jessie Bay

February 3, 2016



**ARTICLE 20  
VACATION LEAVE WITH PAY**

**Summer Leave for the ED-LAT Subgroup of ED (Twelve (12) Month Work Year)**

**20.16** Employees shall be granted leave without pay during the months of May, June, July, August and September provided a request for such leave is received in writing by the Employer on or before March 15 in each year and provided that leave without pay immediately follows the annual leave. At the departmental level, the total number of requests for leave without pay, spread over the aforementioned five (5) months shall not exceed four per cent (4%) of the employees subject to this clause. The total number of weeks of **annual** leave with pay earned by the employee together with the total number of weeks of leave without pay granted to the employee shall not exceed ten (10) weeks. The period of leave of absence without pay shall be considered as time worked for the purpose of accruing leave credits provided that the employee continues in the employment of the Employer in the month immediately following the employee's return to work.



September 9, 2014 1610



**ARTICLE 22  
OTHER LEAVE WITH OR WITHOUT PAY**

**22.01 Volunteer Leave**

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 seven decimal five (7.5) hours or two (2) periods of up to three decimal seven five (3.75) 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.

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 leaves at such times as the employee may request.

*Kevin Coy*  
*K. Henry*  
*A. Hatfield*  
*M. C. Dussault*  
*Monique Bannette*

*Danielle Moffet*  
*W. J. Stiles*  
*Michael Freeman*  
*Ashley Bick*  
*J. Brant*

## ARTICLE 22

### OTHER LEAVE WITH OR WITHOUT PAY

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#### 22.02 Bereavement Leave With Pay

- a. For the purpose of this clause, "family" is defined per Article 2 and in addition:
  - i. 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. With respect to this person, an employee shall be entitled to bereavement leave with pay once in the federal public administration.
- b. a. When a member of the employee's family dies, an employee shall be entitled to a bereavement **leave with pay** ~~period of seven (7) consecutive calendar days~~. Such bereavement **leave period**, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period, the employee shall be paid for those days which are not regular-scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- c. **At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.**
- d. **When requested to be taken in two (2) periods,**
  - i. **The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and**
  - ii. **The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.**
  - iii. **The employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.**
- e. b. An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her ~~son-in-law, daughter-in-law, brother-in-law or sister-in-law~~ **and grandparents of spouse.**

- f. ~~e.~~ If, during a period of ~~sick leave, vacation leave or compensatory~~ **paid** leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under paragraphs ~~(a)~~ **(b)** and ~~(b)~~ **(e)**, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- g. ~~f.~~ It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a different manner than that provided for in paragraphs ~~(a)~~ **(b)** and ~~(b)~~ **(e)**.

## ARTICLE 22

### OTHER LEAVE WITH OR WITHOUT PAY

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22.04

- (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 of ~~two (2) weeks~~ 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 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;  
**and**
  - (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 at ninety-three per cent (93%) of her weekly rate of pay, less any other monies earned during this period.**

- (c) Parental allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period of ~~two (2)~~ weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
  - (ii) for each week in respect of which the employee receives parental, adoption or paternity benefit 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 and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity 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 eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period;
  - (iv) **where an employee has received the full thirty-five (35) weeks of parental benefit under *Employment Insurance* 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 at ninety-three per cent (93%) of his/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 22.04 c) iii) for the same child.**

## ARTICLE 22

### OTHER LEAVE WITH OR WITHOUT PAY

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#### 22.09 Leave Without Pay for the Care of Family

- a. For the purpose of this clause, “family” is defined per Article 2 and in addition:
  - i. 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. Both parties recognize the importance of access to leave for the purpose of the care of family.
- c. An employee shall be granted leave without pay for the care of 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 Article 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 periods of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.
  - v. **Compassionate Care Leave**
    - A. Notwithstanding the definition of "family" found in clause 2.01 and notwithstanding paragraphs 22.09(b)(ii) and (iv) 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.
    - B. Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (b)(iii) 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. When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.
    - D. When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, paragraphs (i) and (ii) above cease to apply.

- vi. 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.
- vii. All leave granted under Leave Without Pay for the Long-Term Care of a Parent or Leave Without Pay for the Care and Nurturing of Pre-School Age Children provisions of previous Education and Library Science collective agreements or other agreements will not count towards the calculation of the maximum amount of time allowed for care of family during an employee's total period of employment in the public service.

HR:

21-01-17  
MB



## ARTICLE 22

### OTHER LEAVE WITH OR WITHOUT PAY

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#### 22.13 Leave with Pay for Family-Related Responsibilities

- a. For the purpose of this clause, family is defined as:
  - i. spouse (or common-law partner resident with the employee);
  - ii. children (including foster children, step-children, and children of spouse or common-law partner **and ward of the employee**), **grandchild**;
  - iii. parents (including step-parents or foster parents), **father-in-law, mother-in-law**;
  - iv. **brother, sister, step-brother, step-sister**;
  - v. **grandparents of the employee**;
  - ~~iv.~~ vi. any relative permanently residing in the employee's household or with whom the employee permanently resides.
  - vii. **any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee; or**
  - viii. **a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.**
- b. The total leave with pay which may be granted under this clause shall not exceed thirty seven decimal five (37.5) hours in a fiscal year.
- c. Subject to paragraph (b), the Employer shall grant leave with pay under the following circumstances:
  - i. to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
  - ii. to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
  - iii. to provide for the immediate and temporary care of an elderly member of the employee's family;
  - iv. for needs directly related to the birth or to the adoption of the employee's child.
- ~~d. seven decimal five (7.5) hours out of the thirty seven decimal five (37.5) hours stipulated in paragraph 22.13 (b) above may be used:~~
  - ~~v. i.~~ to attend school functions, if the supervisor was notified of the function as far in advance as possible;
  - ~~vi. ii.~~ to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
  - vii. **iii. seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in paragraph 22.13 (b) above may be used** to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

**d. e.** Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under sub-paragraph (c)(ii) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

**Article 22**  
**Other leave With or Without Pay**

**22.14 Court Leave**

The Employer shall grant leave with pay to an employee for the period of time he or she is required:

- a. to be available for jury selection;
- b. to serve on a jury;
- c. by subpoena or summons to attend as a witness in any proceeding held:
  - i. in or under the authority of a court of justice or before a grand jury,
  - ii. before a court, judge, justice, magistrate or coroner,
  - iii. before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position,
  - iv. before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it, or
  - v. before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.



Michael Freeman



J Brant

Danielle Moffet



Monique Barnett

M.C. Dussault



Josée Coz

K. Henyari

February 3, 2016

**ARTICLE 22  
OTHER LEAVE WITH OR WITHOUT PAY**

**22.17 Leave With or Without Pay for Other Reasons**

- a. At its discretion, the Employer may grant:
  - i. leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for duty; such leave shall not be unreasonably withheld;
  - ii. leave with or without pay for purposes other than those specified in this Agreement.

**b. Personal Leave**

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 seven decimal five (7.5) hours **or two (2) periods of up to three decimal seven five (3.75) hours each** of leave with pay for reasons of a personal nature.

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 leaves at such times as the employee may request.

*Jessica Bay*  
M. C. Dussault  
*Ashley Buckerto*  
K. Henryson  
Monique Bournette  
0

*Ashley Buckerto*  
Brant  
*Danielle Moffet*  
*Walter Stevas*  
Michael Freeman  
*[Signature]*

June 21, 2016

**ARTICLE 24**  
**SEVERANCE PAY**

***Required housekeeping***

Effective July 2, 2011 clauses 24.01(b) and (d) are deleted from the collective agreement.

**24.01** Under the following circumstances and subject to clause 24.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which he or she is entitled for the classification prescribed in his or her certificate of appointment on the date of his or her termination of employment.

**(a) Lay-off**

- (i) On the first lay-off, for the first complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years continuous employment, or four (4) weeks' pay for employees with twenty or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
- (ii) On second or subsequent lay-off one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under subparagraph (a)(i).

**(b) — Resignation**

On resignation, subject to paragraph 24.01(d) and with ten (10) or more years of continuous employment, one half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

**(e)(b) Rejection on Probation**

On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay.

June 21, 2016

*Adriana*  
*M. C. Dussault*  
*Jean Coz*  
*K. Hennigan*  
*Monique Barrette*

*J. Brant*  
*Ashley Baker*  
*Attilio Felice*  
*Sept 15, 2016*  
*Danielle Myllet*  
*Michael Freeman*

**(d) — Retirement**

(i) — On retirement, when an employee is entitled to an immediate annuity under the *Public Service Superannuation Act* or when the employee is entitled to an immediate annual allowance under the *Public Service Superannuation Act*,

or

(ii) — a part-time employee, who regularly works more than thirteen and one-half (13 1/2) but less than thirty (30) hours a week, and who, if he or she were a contributor under the *Public Service Superannuation Act*, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if he or she were a contributor under the *Public Service Superannuation Act*,

a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay.

**(e)(c) Death**

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

**(f)(d) Termination for Cause for Reasons of Incapacity or Incompetence**

(i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to section 12(1)(e) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

(ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence pursuant to section 12(1)(d) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

**24.02** 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 any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clauses 24.01 and 24.04 be pyramided.

For greater certainty, payments **in lieu of severance for the elimination of severance pay for volunteer separation (resignation and retirement)** made pursuant to 24.04 to 24.07 under **Appendix N** or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

### **24.03 Appointment to a Separate Agency Organization**

An employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* shall be paid **any outstanding payment in lieu of all severance, if applicable under Appendix N** payments resulting from the application of 24.01(b) (prior to July 2, 2011) or 24.04—24.07 (commencing on July 2, 2011).

**24.04 Employees who were subject to the payment in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) and who opted to defer their payment, the former provisions outlining the payment in lieu are found at Appendix N.**

### ~~24.04—Severance Termination~~

- ~~(a) — Subject to 24.02 above, indeterminate employees on July 2, 2011 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.~~
- ~~(b) — Subject to 24.02 above, term employees on July 2, 2011 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.~~

### **Terms of Payment**

#### **24.05—Options**

The amount to which an employee is entitled shall be paid, at the employee's discretion, either:

- ~~(a) — as a single payment at the rate of pay of the employee's substantive position as of July 2, 2011, or~~
- ~~(b) — as a single payment at the time of the employee's termination of employment from the core public administration, based on the rate of pay of the employee's substantive position at the date of termination of employment from the core public administration, or~~

(c) — as a combination of (a) and (b), pursuant to 24.06(e).

**24.06— Selection of Option**

(a) — The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.

(b) — The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.

(c) — The employee who opts for the option described in 24.05(c) must specify the number of complete weeks to be paid out pursuant to 24.05(a) and the remainder to be paid out pursuant to 24.05(b).

(d) — An employee who does not make a selection under 24.06(b) will be deemed to have chosen option 24.05(b).

**24.07 Appointment from a Different Bargaining Unit**

This clause applies in a situation where an employee is appointed into a position in the EB bargaining unit from a position outside the EB bargaining where, at the date of appointment, provisions similar to those in 24.01(b) and (d) are still in force, unless the appointment is only on an acting basis.

(a) — Subject to 24.02 above, on the date an indeterminate employee becomes subject to this Agreement after July 2, 2011, he or she shall be entitled to severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.

(b) — Subject to 24.02 above, on the date an term employee becomes subject to this Agreement after July 2, 2011, he or she shall be entitled to severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.

(c) — An employee entitled to a severance payment under sub-paragraph (a) or (b) shall have the same choice of options outlined in 24.05, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.



## ARTICLE 25 CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE

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The following allowance replaces the former Penological Factor Allowance (PFA). The parties agree that only incumbents of positions deemed eligible and/or receiving PFA as of signing of this Collective Agreement, shall receive the Correctional Service Specific Duty Allowance (CSSDA), subject to the criteria outlined below.

**25.01** The CSSDA shall be payable to incumbents of specific positions in the bargaining unit within Correctional Service of Canada. The Allowance provides additional compensation to an Incumbent of a position who

performs certain duties or responsibilities specific to Correctional Service of Canada (i.e. custody of inmates, the regular supervision of offenders, or the support of programs related to the conditional release of those offenders) within penitentiaries as defined in the *Corrections and Conditional Release Act*, and/or CSC Commissioner Directives.

**25.02** The CSSDA shall be two thousand dollars (\$2,000) annually and paid on a bi-weekly basis in any pay period for which the employee is expected to perform said duties of the specific position in a month.

**25.03** Where the employee's basic monthly pay entitlement (including any applicable allowances) in the position to which he or she is temporarily acting or assigned is less than his or her monthly pay entitlement plus the CSSDA in his or her substantive position, the employee shall retain the CSSDA applicable to his or her substantive position for the duration of that temporary period.

**25.04** An employee will be entitled to receive the CSSDA, in accordance with 25.01:

a. during any period of paid leave up to a maximum of sixty (60) consecutive calendar days;

or

b. during the full period of paid leave where an employee is granted injury-on-duty leave with pay because of an injury resulting from an act of violence from one or more inmates.

**25.05** The CSSDA shall not form part of an employee's salary except for the purposes of the following benefit plans:

- *Public Service Superannuation Act*
- *Public Service Disability Insurance Plan*
- *Canada Pension Plan*
- *Quebec Pension Plan*
- *Employment Insurance*
- *Government Employees Compensation Act*
- *Flying Accident Compensation Regulations (RA)*

**ARTICLE 26  
PAY ADMINISTRATION**

**26.03**

b. Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of this Agreement, the following shall apply:

- (iv) for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the ~~Public Service Terms and Conditions of Employment Regulations~~ **Directive on Terms and Conditions of Employment**, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;

  
 Brand  
 Danielle Moffet  
~~W. J. Steas~~  
 Michael Freeman

  
 M.C. Dussault  
 Melissa Roy  
 Ashcroft

16/01/2015

**ARTICLE 28  
CALL-BACK PAY**

**28.06 Transportation expenses**

- a. When an employee is required to report for work and reports under the conditions described in paragraphs 28.01(c) and (d), and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:
  - i. ~~mileage allowance~~ at the **kilometric** rate normally paid to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of his or her own automobile;
  - or
  - ii. out-of-pocket expenses for other means of commercial transportation.



September 9, 2014 1610



**ARTICLE 33**  
**EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

**33.01**

- a. When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained in the form.
- b. The Employer's representative(s) who assess(es) 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.
- c. An employee has the right to make written comments to be attached to the performance review form.

*Brant*  
*Danielle Moffet*  
*Ashley Bickerts*  
*Michael Freeman*  
*[Signature]*

November 9, 2016  
Le 9 novembre 2016

*January 17, 2017.*  
*Monique Barrette*  
*M. C. Dussault*  
*Melissa Roy*  
*Dep. Registrar*  
*[Signature]*

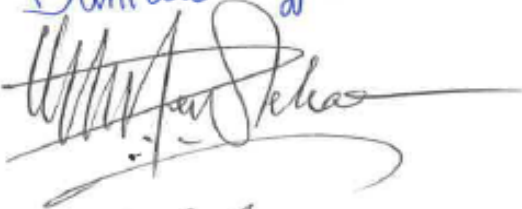
**Change only in the French language.**

**ARTICLE 52  
RELIGIOUS OBSERVANCE**

**52.04** An employee who intends to request leave or time off under this Article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence **unless, because of unforeseeable circumstances, such notice cannot be given.**

  
Sh. Vint

Danielle Moffet

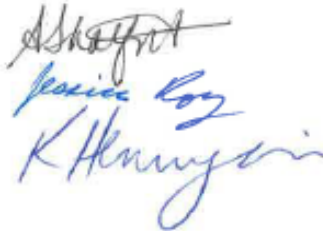


Michael Freeman

J Brant

March 10, 2016

Monique Barretts  
M.C. Dussault

  
Jessica Loy  
K. Hunsberger

March 10, 2016

**NEW ARTICLE "XX"**  
**REIMBURSEMENT OF TEACHER EXPENSES**

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**XX.01** Those teachers within INAC, working within the First Nation communities who do not have access to school premises in the evening and/or the weekends to work on student reporting, administrative documentation and other related duties shall be reimbursed for costs incurred for the performance of these duties of up to \$500 annually. Such reimbursement will be conditional upon production of documentation, to the satisfaction of management, that such costs are reasonable and have been incurred. The request for reimbursement is to be submitted within a year of the date on which the expense is incurred, and is payable once, at the end of the school year.

21-01-17  
MB

HL

GENERAL

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



Danielle Moffat

Brant

Michael Freeman

St. Vit



Monique Barrette

M. C. Dussault



Jessica Roy

K. Henry

February 2, 2016

## REFERENCES TO "CASH"

### ARTICLE 2 DEFINITIONS

"**compensatory leave**" (congé compensateur) means leave with pay in lieu of ~~cash~~ payment for overtime, work performed on a designated holiday, travelling time compensated at overtime rate, call-back and reporting pay. The duration of such leave will be equal to the time compensated or the minimum time entitlement multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on the day immediately prior to the day on which leave is taken;

### ARTICLE 20 VACATION LEAVE WITH PAY

#### 20.08

- a. The leave entitlement for the current vacation year shall be used first.
- b. Where in any vacation year an employee has not been granted all of the annual leave credited to him or her, the unused portion of annual leave shall be carried over into the following year, except that the unused portion of annual leave in excess of two hundred and sixty-two decimal five (262.5) hours shall be automatically converted into **a payment cash**, by multiplying the number of days to which the excess leave credits correspond by the daily rate of pay applicable to the classification prescribed in the employee's certificate of employment of his or her substantive position in effect on the last day of the preceding fiscal year.
- c. Notwithstanding paragraph (b), during any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred and twelve decimal five (112.5) hours may be paid ~~in-cash~~ at the employee's daily rate of pay as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position on March 31 of the previous vacation year.
- d. When in a vacation year an employee has applied for vacation leave with pay, in accordance with clause ED 20.05 or LS/EU 20.05, and has not been granted all the leave requested, the portion of the yearly entitlement of leave that was not granted should be rescheduled by mutual agreement into the next vacation year. Such mutual agreement shall not be unreasonably withheld.
- e. While vacation leave credits shall normally not exceed two hundred and sixty-two decimal five (262.5) hours in excess of the current year entitlement, an employee may request, in exceptional circumstances, to carry over additional vacation leave credits for specific purposes. Such request shall include the duration and purpose of the carry-over.



**ARTICLE 27  
TRAVELLING TIME**

27.04 If an employee is required to travel as set forth in clauses 27.02 and 27.03:

- a. on a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.
  - b. on a normal working day on which the employee travels and works, the employee shall be paid:
    - i. his or her regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours;
- and
- ii. at the applicable overtime rate for additional travel time in excess of his or her regular scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straight-time rate of pay;
  - c. on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours' pay at the straight-time rate of pay.

Travel time shall be compensated **with a payment in-cash**, except where, upon request of an employee and with the approval of the Employer, travel time shall be compensated by leave with pay. The duration of such leave shall be equal to the travel time multiplied by the appropriate rate of payment and payment shall be based on the employee's hourly rate of pay in effect on the date immediately prior to the day on which the leave is taken. Compensatory leave outstanding at the end of a fiscal year shall be paid **in-cash** at the employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment, on the last day of the fiscal year.

**ARTICLE 48  
OVERTIME**

48.07 Overtime shall be compensated **with a payment in-cash** except where, upon the request of an employee and with the approval of the Employer, overtime may be compensated in equivalent compensatory leave with pay.

48.08

- a. The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- b. At the request of the employee and with the approval of the Employer, accumulated compensatory leave may be paid out, in whole or in part, once per fiscal year, at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the time of the request.

48.09 The Employer shall endeavour to make cash payments for overtime in the month following the month in which the credits were earned.

Sept 15/16

K Hennings

Shafiq

Stephen Dean

Monique Boussett

M. C. Dussault



Walter Steles

Danielle Moffet

Michael Freeman

Ashley Bickert

Brent

## **APPENDIX A RATES OF PAY AND PAY NOTES**

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### **ECONOMIC INCREASE**

July 1, 2014

- 1.25% economic increase

July 1, 2015

- 1.25% economic increase

July 1, 2016

- 1.25% economic increase

July 1, 2017

- 1.25% economic increase

Signing bonus: \$650

### **WAGE ADJUSTMENTS**

Unless otherwise specified, all adjustments occur July 1, 2016, prior to application of the annual economic increase.

ED-EST (10 month) Wage Grid

- All 10 month rates shall receive a market increase of 3%.

ED-EST (12 month) Wage Grid

- See section on 12 Month Teacher Pay Adjustment

LS Wage Grid

- Add market adjustment of 3% to all rates of pay.

EU Wage Grid

- Add market adjustment of 0.5% to all rates of pay.

ED-EDS Wage Grid

- Add market adjustment of 0.5% to all rates of pay.

## ED-LAT Wage Grid

- Add market adjustment of 0.5% to all rates of pay.

## 12 MONTH TEACHER– PAY ADJUSTMENTS

- Roll-in of the \$2,400 annual allowance for the ED-EST twelve (12) month teachers and deletion of Appendix M – Transitional Market Allowance. The roll-in will be in the 3<sup>rd</sup> year of the contract, before economic and market adjustment increases.
- A market adjustment of 4% will be applied to all rates of pay, prior to the economic increase for 2016;

## PAY NOTE ADJUSTMENTS

- Editorial changes to pay notes.
- Pay note changes to reflect new pay scales and allowances.

## DURATION

July 1, 2014 to June 30, 2018

**ED-EST SUB-GROUP PAY NOTES**

**7. Rates of Pay on Promotion, Transfer or Demotion of an Employee**

- a) Notwithstanding Section 2(e)(iii) of the *Public Service Terms and Conditions of Employment Regulations*, sections 24, 25 and 26 of the above regulations **The Directive on Terms and Conditions of Employment** shall apply when an employee is promoted, transferred or demoted to a position classified in another group or sub-group.
- b) For the purpose of this Article, the maximum rate of pay applicable to the position held by the employee immediately prior to the new appointment means the maximum salary in the level column in the appropriate education experience grid determined by the number of years of teacher education to his or her credit. If applicable, the rate of pay is increased by the percentage (%) prescribed in note 6 and/or the allowance provided for in Article 49.
- c) Notwithstanding (a) above, no employee will receive a rate of pay lower than the rate of pay he or she was receiving when, by mutual agreement, he or she is transferred from one region to another during the school year. The higher rate of pay will be paid for the remainder of that school year only. Should the rate of pay in the new region be higher, the higher rate will apply.

Monique Barretto

K Henning

M.C. Dussault

Jessica Gay

Shelley

Mona

April 13, 2016



Michael Freeman



Danielle Moffet

**APPENDIX B**  
**WORKFORCE ADJUSTMENT**

**7.9 Vacation leave credits and severance pay**

**7.9.2** Notwithstanding the provisions of this Agreement concerning severance pay, an employee who accepts a reasonable job offer pursuant to this Part will not be paid severance pay where successor rights apply and/or, in the case of a Type-2 transitional employment arrangement, when the new employer recognizes the employee's years of continuous employment in the public service for severance pay purposes and provides severance pay entitlements similar to the employee's severance pay entitlements at the time of the transfer.

However, an employee who has a severance termination benefit entitlement under the terms of article 24.05(b) or (c) of **Appendix N** shall be paid this entitlement at the time of transfer.

## APPENDIX B

### Employer's amended proposal WFA provisions for the EB, FB, PA, SV, TC Groups

Without Prejudice

#### Part 1 Roles and Responsibilities

##### 1.1 Departments or Organizations

**1.1.3** Departments or organizations shall establish **joint** workforce adjustment committees, where appropriate, to **manage advise and consult** on the workforce adjustment situations within the department or organization. **Terms of reference of such committees shall include a process for addressing alternation requests from other departments and/or organizations.**

**1.1.27** Departments or organizations shall review the use of private temporary agency personnel, consultants, contractors, **and their use of contracted out services**, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, departments or organizations shall refrain from **engaging or re-engaging such temporary agency personnel, consultants or contractors, and their use of contracted out services**, or renewing the employment of such employees referred to above where this will facilitate the appointment of surplus employees or laid-off persons.

**1.1.31** Departments or organizations shall provide surplus employees with a **lay-off notice** at least one (1) month before the proposed lay-off date if appointment efforts have been unsuccessful. **A copy of this notice shall be provided to the National President of the Alliance.**

**1.1.34** Departments or organizations shall inform and counsel affected and surplus employees as early and as completely as possible and, in addition, shall assign a counsellor to each opting and surplus employee and laid-off person, to work with him or her throughout the process. Such counselling is to include explanations and assistance concerning:

- a. the workforce adjustment situation and its effect on that individual;
- b. the Workforce Adjustment Appendix;
- c. the PSC's Priority Information Management System and how it works from the employee's perspective;
- d. preparation of a curriculum vitae or resumé;
- e. the employee's rights and obligations;

December 14, 2016

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## Employer's amended proposal WFA provisions for the EB, FB, PA, SV, TC Groups

Without Prejudice

- f. the employee's current situation (e.g. pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
- g. alternatives that might be available to the employee (**the** alternation process, appointment, relocation, retraining, lower-level employment, term employment, retirement including the possibility of waiver of penalty if entitled to an annual allowance, transition support measure, education allowance, pay in lieu of unfulfilled surplus period, resignation, accelerated lay-off);
- h. the likelihood that the employee will be successfully appointed;
- i. the meaning of a guarantee of a reasonable job offer, a twelve (12) month surplus priority period in which to secure a reasonable job offer, a transition support measure and an education allowance;
- j. advise employees to seek out proposed alternations and submit request for approval as soon as possible after being informed they will not be receiving a guarantee of a reasonable job offer.

... renumber

p. advising employees of the right to be represented by the Alliance in the application of this Appendix.

...

## Part II Official notification

### Editorial change

2.1.3 Prior to notifying any potentially affected employee, departments or organizations shall also notify the ~~Chief Executive Officer~~ **National President** of the Alliance. Such notification is to be in writing, in confidence and at the earliest possible date and under no circumstances less than two (2) working days before any employee is notified of the workforce adjustment situation.



## **Part VI Options for Employees**

### 6.1 General

6.1.2 Employees who are not in receipt of a guarantee of a reasonable job offer from their deputy head have one hundred and twenty (120) days to consider the three options below before a decision is required of them.

#### **NEW – 6.1.6**

**A copy of any letter issued by the Employer under this part or notice of lay-off pursuant to the *Public Service Employment Act* shall be sent forthwith to the National President of the Alliance.**

### 6.2 Voluntary Programs

Departments shall establish voluntary departure programs for all workforce adjustments situations involving five or more affected employees working at the same group and level and in the same work unit. Such programs shall:

- A. Be the subject of meaningful consultations through joint union-management WFA committees.
- B. Volunteer programs shall not be used to exceed reduction targets. Where reasonably possible, Departments will identify the number of positions for reduction in advance of the voluntary programs commencing.
- C. Take place after affected letters have been delivered to employees.
- D. Take place before the department engages in SERLO process.
- E. Provide for a minimum of 30 calendar days for employees to decide whether they wish to participate.
- F. Allow employees to select options B, Ci or Cii.
- G. Provide that when the number of volunteers is larger than the required number of positions to be eliminated, where operational requirement permits, volunteers will

## **Employer's amended proposal WFA provisions for the EB, FB, PA, SV, TC Groups**

Without Prejudice

**be selected based on seniority (total years of service in the public service, whether continuous or discontinuous).**

*Renumber accordingly*

### **6.2 Alternation**

~~6.2.3—Only an opting employee, not a surplus one, may alternate into an indeterminate position that remains in the Core Public Administration.~~

#### **6.2.3**

- (a) Only opting and surplus employees who are surplus as a result of having chosen Option A may alternate into an indeterminate position that remains in the Core Public Service Administration.**
  
- (b) If an alternation is proposed for a surplus employee, as opposed to an opting employee, the Transition Support Measure that is available to the alternate under 6.2.3 (b) or 6.2.3 (c) (i) shall be reduced by one week for each completed week between the beginning of the employee's surplus priority period and the date the alternation is proposed.**

**6.2.8 An alternation must occur on a given date, i.e. two (2) employees directly exchange positions on the same day. There is no provision in alternation for a "domino" effect or for "future considerations".**

**For clarity, the alternation will not be denied solely as a result of untimely administrative processes.**

## Employer's amended proposal WFA provisions for the EB, FB, PA, SV, TC Groups

Without Prejudice

### 6.3 Options<sup>1</sup>

#### 6.3.1

- c. Education allowance is a transition support measure (see Option (b) above) plus an amount of not more than ~~ten-thirteen~~ **fifteen** thousand ~~five-hundred~~ dollars (~~\$10,000~~ **13,500** **15,000** \$) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and ~~mandatory~~ **relevant** equipment. Employees choosing Option (c) could either: ...

6.3.6 All opting employees will be entitled to up to ~~six-nine-hundred one thousand~~ dollars (~~\$600~~ **\$900-1,000** \$) towards counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial and job placement counselling services.

## Transition Support Measure

### GENERAL

#### Amend Definition

**Transition Support Measure** (*mesure de soutien à la transition*)

is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer. The Transition Support Measure is a cash payment based on the employee's years of ~~continuous employment service~~ as per Annex B.

#### Splitting of TSM payment

Amend paragraph 6.3.1 (b), option #2 which allows for opting employees to take transitional support measure (TSM) payment the choice of taking their TSM cash payment in two installments / payments:

---

<sup>1</sup> These measures would be considered only if an agreement could also be reached on an Employee Wellness Support Plan.

**Employer's amended proposal WFA provisions for the EB, FB, PA, SV, TC Groups**

Without Prejudice

**6.3.1**

(b) Transition support measure (TSM) is a cash payment, based on the employee's years of service in the public service (see Annex B), made to an opting employee. Employees choosing this option must resign but will be considered to be laid-off for purposes of severance pay. **The TSM shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2)-year period.**

Consequential amendment

6.3.7 An opting employee who has received pay in lieu of unfulfilled surplus period, a TSM or an Education Allowance and is re-appointed to ~~that portion of the Core Public Administration specified from time to time in Schedules I and IV to the *Financial Administration Act*~~ **Public Service** shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the TSM or Education Allowance was paid.

*Both parties agree to recommend these proposals to their respective principals.*

FOR TREASURY BOARD

*[Handwritten Signature]*  
Dec 14/16

FOR PSAC

*[Handwritten Signature]*  
Dec 14/16

December 14, 2016

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## APPENDIX H

### MEMORANDUM OF UNDERSTANDING WITH RESPECT TO A JOINT LEARNING PROGRAM

This memorandum is to give effect to the agreement reached between the This memorandum is to give effect to the agreement reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Program and Administration Services, Operational Services, Technical Services, Border Services and Education and Library Science bargaining units.

The PSAC – TBS Joint Learning Program (JLP) will continue to provide joint training on union management issues.

~~The Employer agrees to provide eight million seven hundred and fifty thousand dollars (\$8,750,000) to fund the PSAC – TBS JLP from June 21<sup>st</sup>, 2011 until June 20, 2014. The Employer agrees to provide a further \$600,000 over the life of the 2011-2014 PA collective agreement, to be dedicated specifically to promoting the participation of bargaining agents other than the PSAC in the PSAC – TBS JLP.~~

The Employer agrees to provide a further ~~\$292,000~~ **\$330,000** per month to the PSAC – TBS JLP starting on from June 21, 2014 **the date of the signature of the PA collective agreement** until the subsequent PA collective agreement is signed to ensure continuity of this initiative.

**The Employer further agrees to provide fund for the purposes of a joint study in the amount of fifty thousand dollars (\$50,000) to identify the need for training of health and safety committees and the appropriate mechanism for any required training, in line with the National Joint Council (NJC) Directive.**

The PSAC – TBS JLP will continue to be governed by the existing joint PSAC – TBS Steering Committee **to which two seats will be added for the other bargaining agents and the equivalent additional number of seats for employer representatives.** The Bargaining Agent Side Secretary on the National Joint Council will be invited to attend the meetings of the PSAC – TBS Steering Committee with voice but no vote. ~~The PSAC – TBS JLP will undertake a review of its governance structure over life of the collective agreement with the objective of including other bargaining agents more fully in the operation of the JLP.~~

## APPENDIX N

### ARCHIVED PROVISIONS FOR THE ELIMINATION OF SEVERANCE PAY FOR VOLUNTARY SEPARATIONS (RESIGNATION AND RETIREMENT)

This Appendix is to reflect the language agreed to by the Employer and the Public Service Alliance of Canada for the elimination of severance pay for voluntary separations (resignation and retirement) on July 2, 2011. These historical provisions are being reproduced to reflect the agreed language in cases of deferred payment.

#### ARTICLE 24 SEVERANCE PAY

Effective July 2, 2011 clauses 24.01(b) and (d) are deleted from the collective agreement.

**24.01** Under the following circumstances and subject to clause 24.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which he or she is entitled for the classification prescribed in his or her certificate of appointment on the date of his or her termination of employment.

(a) **Lay-off**

- (i) On the first lay-off, for the first complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years continuous employment, or four (4) weeks' pay for employees with twenty or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
- (ii) On second or subsequent lay-off one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under subparagraph (a)(i).

(b) **Resignation**

On resignation, subject to paragraph 24.01(d) and with ten (10) or more years of continuous employment, one half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

June 21, 2016

(c) **Rejection on Probation**

On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay.

(d) **Retirement**

(i) On retirement, when an employee is entitled to an immediate annuity under the *Public Service Superannuation Act* or when the employee is entitled to an immediate annual allowance under the *Public Service Superannuation Act*,

or

(ii) a part-time employee, who regularly works more than thirteen and one half (13 1/2) but less than thirty (30) hours a week, and who, if he or she were a contributor under the *Public Service Superannuation Act*, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if he or she were a contributor under the *Public Service Superannuation Act*,

a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay.

(e) **Death**

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

(f) **Termination for Cause for Reasons of Incapacity or Incompetence**

(i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to section 12(1)(e) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

(ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for

reasons of incompetence pursuant to section 12(1)(d) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

**24.02** 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 any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clauses 24.01 and 24.04 be pyramided.

For greater certainty, payments made pursuant to 24.04 – 24.07 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

#### **24.03 Appointment to a Separate Agency Organization**

An employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* shall be paid all severance payments resulting from the application of 24.01(b) (prior to July 2, 2011) or 24.04 – 24.07 (commencing on July 2, 2011).

#### **24.04 Severance Termination**

- (a) Subject to 24.02 above, indeterminate employees on July 2, 2011 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.
- (b) Subject to 24.02 above, term employees on July 2, 2011 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

#### **Terms of Payment**

##### **24.05 Options**

The amount to which an employee is entitled shall be paid, at the employee's discretion, either:

- (a) as a single payment at the rate of pay of the employee's substantive position as of July 2, 2011, or
- (b) as a single payment at the time of the employee's termination of employment from the core public administration, based on the rate of pay of the employee's substantive position at the date of termination of employment from the core public administration, or
- (c) as a combination of (a) and (b), pursuant to 24.06(c).



**24.06 Selection of Option**

- (a) The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.
- (b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
- (c) The employee who opts for the option described in 24.05(c) must specify the number of complete weeks to be paid out pursuant to 24.05(a) and the remainder to be paid out pursuant to 24.05(b).
- (d) An employee who does not make a selection under 24.06(b) will be deemed to have chosen option 24.05(b).

**24.07 Appointment from a Different Bargaining Unit**

This clause applies in a situation where an employee is appointed into a position in the EB bargaining unit from a position outside the EB bargaining where, at the date of appointment, provisions similar to those in 24.01(b) and (d) are still in force, unless the appointment is only on an acting basis.

- (a) Subject to 24.02 above, on the date an indeterminate employee becomes subject to this Agreement after July 2, 2011, he or she shall be entitled to severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- (b) Subject to 24.02 above, on the date a term employee becomes subject to this Agreement after July 2, 2011, he or she shall be entitled to severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- (c) An employee entitled to a severance payment under sub-paragraph (a) or (b) shall have the same choice of options outlined in 24.05, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.

## Deletion of Appendix J, L and M.

~~**APPENDIX “J”  
LETTER OF UNDERSTANDING BETWEEN THE  
TREASURY BOARD AND THE  
PUBLIC SERVICE ALLIANCE OF CANADA  
WITH RESPECT TO A STUDY TO COMPARE THE  
COMPENSATION OF ED-EST WHO WORK FOR  
A PERIOD OF TWELVE (12) MONTH**~~

~~This letter is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in negotiation for the renewal of the Education and Library Science collective agreement.~~

~~Accordingly, the Parties agree to conduct a study during the life of the Agreement, to compare the compensation (rates of pay, allowances and leaves) of the Elementary and Secondary teachers (ED-EST) who work for a period of twelve (12) month with the total compensation (rates of pay, allowances and leaves) of Elementary and Secondary teachers in provinces were ED-EST work.~~

~~The Parties further agree to meet within one hundred and twenty (120) days of the signing date of this Agreement to establish the term of reference of the study.~~

~~Time spent by the members of the working group shall be considered time worked. All other costs will be the responsibility of each party.~~

~~**APPENDIX “L”  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE TREASURY BOARD AND  
THE PUBLIC SERVICE ALLIANCE OF CANADA  
WITH RESPECT TO THE IMPLEMENTATION  
OF THE APPENDIX J PAY STUDY  
FOR 12 MONTH ED-EST EMPLOYEES**~~

~~The parties agree that the Appendix J pay study shall be completed by June 30, 2011. The parties will meet within 120 days of the completion of the study to develop joint recommendations emanating from the study, including proposed modifications to the collective agreement.~~

~~These recommendations shall be referred to the Employer and the Alliance for consideration and action. Such actions may include the re-opening of the collective agreement and the possibility that necessary modifications will take effect July 1, 2011.~~

**APPENDIX “M”**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE TREASURY BOARD AND**  
**THE PUBLIC SERVICE ALLIANCE OF CANADA**

**Transitional Market Allowance for ED-EST 12 months teachers**

1. The Employer agrees to provide an allowance to incumbents of ED-EST 12-month teacher positions for the performance of their regular duties.
2. The parties agree that 12-month ED-EST employees who perform the duties of positions identified above shall receive a “Transitional Market Allowance” in the following amounts and subject to the following conditions:
  - a) Commencing July 1, 2011 and ending June 30, 2014 ED-EST 12-month teachers who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid bi-weekly;
  - b) The employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix A of the collective agreement. This daily allowance is equivalent to the annual amount set out below for each position divided by two hundred and sixty decimal eight eight (260.88).

**Transitional Market Allowance**

	Annual	Daily
ED-EST	\$2400	\$9.20

- c) The Transitional Market Allowance specified above does not form part of an employee’s salary except for the purposes of the Public Service Superannuation Act.
  - d) A part-time ED-EST 12-month teacher shall be paid the daily amount shown above divided by seven decimal five (7.5) for each hour paid at their hourly rate of pay.
3. An employee shall not be entitled to the allowance for periods he or she is on leave without pay or under suspension. However, the Transitional Market Allowance will be added to the calculation of the weekly rate of pay for the maternity and parental allowances in sub-clauses 22.04, 22.05, 22.07 and 22.08 of this collective agreement.
4. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to article 37.
5. This Memorandum of Understanding expires on the earlier of June 30, 2014 or the re-opening of the agreement related to the results of the Appendix J joint pay study for 12-month ED-EST teachers.

**NEW**

**APPENDIX "XX"**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO ED-EST 12 MONTHS**

The Union and the Employer agree to create a Joint Committee consisting of an equal number of Union and Employer representatives. The committee will convene within 90 days of the ratification of the tentative agreement and will complete its work by June 30, 2018.

The responsibilities of the joint committee include:

- a. Conducting analyses and research to assess the benchmark and other matters needed to establish a national rate of pay, and;
- b. Proposing any wage adjustments that may result from this assessment.

In the event that the parties do not reach an agreement, the parties may seek the services of a mediator. The parties agree to seek the mediation services of the following three individual mediators according to their availability: John Jaworski, Tom Clairmont and Tracey O'Brien.

The deadline for completion of work may be extended by mutual consent of both parties to this agreement.

March 26, 2015

Employer Proposal 730PM

**Memorandum of Understanding**

**between**

**The Treasury Board  
and**

**The Public Service Alliance of Canada**

**With Respect to Mental Health in the Workplace**

This memorandum of understanding is to give effect to the understanding reached between the Employer and Public Service Alliance of Canada regarding issues of mental health in the workplace.

The task force, comprised of a technical committee and a steering committee, is established with a long-term focus and commitment from senior leadership of the parties. It will focus on continuous improvement and the successful implementation of measures to improve mental health in the workplace.

Accordingly, the parties agree to establish a steering committee and a technical committee by April 30, 2015. The steering committee is to establish the terms of reference of the technical committee by May 30, 2015. These dates may be extended by mutual agreement of the steering committee members. The technical committee terms of reference may be amended from time to time by mutual consent of the steering committee members.

The technical committee will provide a report of recommendations to the steering committee by September 1st, 2015. The steering committee members may, by mutual agreement, extend this period.

The ongoing responsibilities of the technical committee include:

- Identifying ways of reducing and eliminating the stigma in the workplace that is too frequently associated with mental health issues;
- Identifying ways to better communicate the issues of mental health challenges in the workplace and tools such as existing policies, legislation and directives available to support employees facing these challenges;
- Reviewing practices from other jurisdictions and employers that might be instructive for the Public Service;
- Reviewing the National Standard of Canada for Psychological Health and Safety in the Workplace (the Standard) and identify how implementation shall best be achieved within the Public Service; recognizing that not all workplaces are the same.
- Ensuring the participation of Health and Safety committees **as required by the steering committee**; ~~and that they are apprised of the work of the task force to enable them to properly exercise their existing authorities;~~
- Outlining any possible challenges and barriers that may impact the successful implementation of mental health best practices; and


March 26, 2015

Employer Proposal 730PM

- Outlining areas where the objectives reflected in the Standard, or in the work of other organizations, represent a gap with existing approaches within the federal Public Service. Once identified, make ongoing recommendations to the steering committee on how those gaps could be addressed. The National Standard for Psychological Health and Safety in the Workplace should be considered a minimum standard that the Employer's occupational health and safety program may exceed.

The steering and technical committees will be comprised of an equal number of Union and Employer representatives. The steering committee is responsible for determining the number and the identity of their respective technical committee representatives.

le 26 mars 2015  


le 26 mars 2015  


## NEW APPENDIX XX

### MEMORANDUM OF AGREEMENT ON SUPPORTING EMPLOYEE WELLNESS

This Memorandum of Agreement is to give effect to the understanding reached between the Employer and Public Service Alliance of Canada regarding issues of employee wellness.

The parties agree to establish a Task Force, comprised of a Steering Committee and a Technical Committee, with a long-term focus and commitment from senior leadership of the parties.

The Task Force will develop recommendations on measures to improve employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury.

The Steering Committee and Technical Committee will be established by January 31, 2017. The committees will be comprised of an equal number of Employer representatives and Union representatives. The Steering Committee is responsible for determining the composition of the Technical Committee. The Steering Committee shall be co-chaired by the President of the Alliance and a representative of the Employer.

The Steering Committee shall establish the terms of reference for the Technical Committee, approve a work plan for the Technical Committee, and timelines for interim reports from the Technical Committee.

All time spent by employees in support of the Technical Committee shall be deemed to be leave with pay for union activities. The Employer will grant leave with pay for employees engaged in these activities, including preparation and travel time.

Dates may be extended by mutual agreement of the Steering Committee members. The Technical Committee's terms of reference may be amended from time to time by mutual consent of the Steering Committee members.

The Technical Committee will develop all agreements and documents needed to support the consideration of a wellness plan during the next round of collective bargaining. This work shall be completed by December 1, 2017. The Technical Committee shall provide interim recommendations for review by the Steering Committee on the following matters through a series of regular meetings:

- Income replacement parameters, the treatment of accumulated sick leave credits and consequential changes to existing leave provisions within the collective agreements;
- Eligibility conditions for a new wellness plan;
- Privacy considerations;
- Internal assessment as well as approval and denial processes;
- Case management and measures to ensure the successful return of employees to the workplace after a period of leave due to illness or injury;

- Joint governance of the wellness plan;
- Options for alternative medical treatments;
- Other measures that would support an integrated approach to the management of employee wellness for Federal Public Service employees, including but not limited to ways to reduce and eliminate threats to workplace wellness, including discrimination, harassment, workplace violence, bullying, and abuse of authority.

The Technical Committee shall respect the related work of the Mental Health Task Force and the Service Wide Occupational Health and Safety Committee in its deliberations.

The Technical Committee shall also review practices from other Canadian jurisdictions and employers that might be instructive for the Public Service, recognizing that not all workplaces are the same. The Service Wide Occupational Health and Safety Committee shall be consulted as required. Leading Canadian experts in the health and disability management field shall also be consulted.

### **Key Principles**

A new wellness plan shall:

- Contribute to a healthy workforce, through a holistic consideration of physical and mental health issues.
- Include case management and timely return to work protocols, based on best practices.
- Investigate integration with other public service benefit plans.
- Address a wide range of medical conditions, work situations and personal circumstances facing employees, including chronic and episodic illnesses and travel time from northern and remote communities for diagnosis and treatment (subject to the NJC Directives, such the Isolated Post and Government Housing Directive) and wait times for medical clearances to return home.
- 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 (PSLREB).
- Be administered internally within the Federal Public Service, rather than by third-party service provider.
- Have common terms which will apply to all employees.
- Provide for full income replacement for periods covered by the plan.
- Ensure that new measures provide at least the same income support protection as that provided by earned sick leave banks in the current regime.
- Current sick leave banks would be grand-fathered/protected and their value appropriately recognized.

If an agreement is not reached within 18 months from the establishment of the



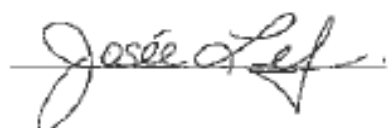
Technical Committee, or should the parties reach impasse before then, the parties agree to jointly appoint a mediator within 30 days.

If the parties are unsuccessful in reaching an agreement, after mediation, the current terms and conditions of employment related to the sick leave regime for PSAC members remain unchanged.

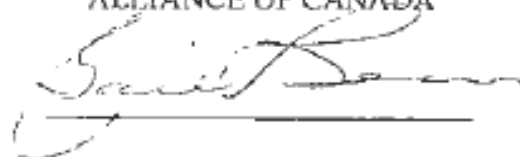
Both parties agree to recommend these proposals to their respective principals

Signed at Ottawa, this 14<sup>th</sup> day of December 2016.

TREASURY BOARD OF  
CANADA SECRETARIAT

A handwritten signature in black ink, appearing to read "Josée Lef", written over a horizontal line.

PUBLIC SERVICE  
ALLIANCE OF CANADA

A handwritten signature in black ink, appearing to read "Scott Brown", written over a horizontal line.

**NEW  
APPENDIX XX  
AGREEMENT WITH RESPECT TO IMPLEMENTATION  
OF UNION LEAVE**

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This Memorandum is to give effect to an agreement reached between the Employer and the Public Service Alliance of Canada (the Union) to implement a system of cost recovery for leave for union business.

The elements of the new system are as follows:

- Recoverable paid leave for union business for periods of up to 3 months of continuous leave per year;
- Cost recovery will be based on actual salary costs during the leave period, to which a percentage of salary, agreed to by the parties, will be added;
- The Employer will pay for all administration costs associated with the operation of this system.

The surcharge will be based on average expected costs incurred by the Employer for payroll taxes, pensions and supplementary benefits during the operation of the program as described above, calculated according to generally accepted practices.

Notwithstanding anything else in this agreement, and as an overarching principle, it will not include costs for benefits that would otherwise be paid by the Employer during an equivalent period of leave without pay. The consequences of the implementation of clause 14.14 will be cost neutral for the Employer in terms of compensation costs, and will confer neither a substantial financial benefit, nor a substantially increased cost, on the Employer.

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A joint committee consisting of an equal number of Union and Employer representatives will be struck to resolve matters related to the implementation this new program, including, but not limited to, invoices, accounting and the manner of the transaction.

The Joint Committee's principal work will relate to:

- Determining an appropriate surcharge in recognition of the considerations identified in this document;
- Establishing processes and the Employer's reporting requirements; and
- Other considerations associated with implementation

If agreement cannot be reached on recovering costs against union remittances, the Joint Committee will consider alternate means of cost recovery.

The Joint Committee will be struck and convened within by February 15, 2017, and will complete its work by October 16, 2017 with implementation to be completed by the earliest feasible date as determined by the committee. In the event that the parties do not reach an agreement, the parties may seek the services of a mediator. Necessary consequential changes will be made to article 14, effective Jan 1, 2018.

The deadline for completion of work and implementation of this system may be extended by mutual consent of both parties to this agreement.

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APPENDIX XX

MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO CHILDCARE

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This memorandum of understanding is to give effect to the understanding reached between the Employer and Public Service Alliance of Canada regarding childcare:

The Employer agrees to the formation of a Joint National Child Care Committee (the Committee). The Committee shall be comprised of four (4) PSAC and four (4) Employer representatives, with additional resources to be determined by the Committee. Costs associated with the work of the Committee shall be borne by the respective parties.

The responsibilities of the technical committee include:

- a) conducting analyses and research to assess child care and other related support needs and the methods used to meet these needs;
- b) researching the availability of quality child care spaces available to employees across the country;
- c) examining workplace child care facilities across the country;
- d) examining materials, information and resources available to employees on child care and other related supports;

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- e) developing recommendations to assist employees access quality child care services across the country; and
- f) any other work the Committee determines appropriate.

The Committee shall meet within three (3) months of the signing of the collective agreement to establish its schedule.

The Committee will provide a report of recommendations to the President of the Public Service Alliance of Canada and the Secretary of the Treasury Board of Canada by December 1st, 2017. This period may, by mutual agreement, be extended.

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