



Public Service Alliance of Canada  
Alliance de la Fonction publique du Canada

**TENTATIVE AGREEMENT**

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

**EDUCATION AND LIBRARY SCIENCE (EB)**

COMPRISING EMPLOYEES IN THE FOLLOWING CLASSIFICATIONS:

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



File: 2122-EB-3

July 24, 2020

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

**RE: TENTATIVE AGREEMENT**

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On July 23, 2020, 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, including the implementation of a new national pay grid for 12-month teachers and instructors.

The total compensation increase for all EB group members' amounts to:

- Effective July 1, 2018: 2.8%
- Effective July 1, 2019: 2.2%
- Effective July 1, 2020: 1.35%

#### **12-month teacher national rates of pay**

12-month teachers will be placed in a new national pay grid with new rates of pay recommended by a joint committee in April 2019. Rates of pay will be subject to the general economic increases negotiated in this round. Employees will be placed into the new grid at the rate of pay that is closest, but not lower, to their rate of pay prior to implementation of the new grid. The new rates of pay will come into effect as of July 1, 2020.

## **DETAILED SUMMARY OF THE TENTATIVE AGREEMENT**

**REACHED ON JULY 23, 2020**

### **ARTICLE 9 – USE OF EMPLOYER FACILITIES**

Language added to specify that permission of PSAC staff to access Employer premises will not be unreasonably denied.

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

New Leave for an employee who is elected as a full-time official of the Alliance.

Other housekeeping changes.

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

Language added setting timelines for receiving a response to vacation request leaves for ED employees.

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

#### **Extended parental leave without pay**

For parents covered by EI and the QPIP - Introduction of extended parental leave without pay for 86 weeks, with no impact on the five-year limit in Article 22.09 (new 22.10).

#### **Additional week under the EI Act**

If both parents work in the public service and they have divided the full 40 weeks of parental leave, one of the two parents can receive the additional week.

#### **Additional weeks under QPIP**

If both adoptive parents work in the public service and they have divided the full 37 weeks of adoption leave, one of the two parents can receive the two additional weeks; and, if both biological parents work in the public service and they take all 32 weeks of the parental leave as well as the 5 weeks of paternity leave, one of the two parents can receive two additional weeks.

### **Change in the number of weeks with allowance**

New maximum of 57 weeks per couple with 93% allowance. This will allow for the inclusion of five paternity weeks, under the QPIP, where both parents work in the public service and the inclusion of five or eight new weeks of parental leave under the Employment Insurance Act, where both parents work in the public service.

### **Under the EI Act – Parental allowance for extended leave**

Parents covered by EI over the new extended leave period will be eligible for a supplementary allowance equivalent to 55.8% of their weekly rate of pay.

### **Repayment Formula**

Addition of Schedule V of the Act, which allows mobility between the core administration and 26 other separate agencies, including the Canada Revenue Agency, the Canadian Food Inspection Agency, Parks Canada and the National Research Council, without an obligation to repay allowances. This change gives more flexibility to parents who wish to change positions within the federal public service.

### **Article 22.09 – Compassionate Care Leave/Caregiving Leave**

Clause 22.09 c) v) Compassionate Care Leave deleted and replaced with new 22.10: Caregiving Leave.

New caregiving leave provisions that include the three types of leave provided for under EI:

- Compassionate Care Benefits
- Family Caregiver Benefits for Children
- Family Caregiver Benefits for Adults

The leave is for the same duration as stipulated in EI and includes the applicable waiting period. Leave granted under this clause shall count towards severance pay, vacation leave and pay increments.

### **Article 22.14 – Injury on Duty Leave**

Commitment from employer to prepare informational material on the key elements of injury-on-duty leave.

## **ARTICLE 23 – EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT**

Language that emphasizes the importance of professional development activities, such as conferences and workshops, for LS members.

## **ARTICLE 27 – TRAVELLING TIME**

Improvements to travel time to pay for up to five hours of compensation for any stop-overs.

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

Removal of language limiting an employee's access to their personnel file to once per year.

## **ARTICLE 48 – OVERTIME**

An increase to the meal allowance for overtime from \$9 to \$12.

## **ARTICLE 57 – MATERNITY-RELATED REASSIGNMENT OR LEAVE**

Increase in maternity reassignment leave qualification from 24 to 78 weeks following birth.  
Housekeeping – Replace “officer” with “Employee” (English version only).

## **ARTICLE 60 – LEAVE FOR ED-EST AND EU EMPLOYEES WHO WORK A TEN (10) MONTH WORK YEAR**

Ability for ED-EST ten-month teachers and EU employees to use their personal leave in 7.5 or 3.75 segments.

## **ARTICLE 67 – DURATION**

The new agreement, if ratified by the membership, will expire on June 30, 2021.

## **INDEMNIFICATION**

We received a written commitment from Treasury Board that our union is to receive an official invite to consult on the Legal Indemnification Policy.

## **NEW ARTICLE – DOMESTIC VIOLENCE LEAVE**

New 75 hours of annual leave for employees who are subject to domestic violence.

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

### Annex A1-2: ED-EST Sub-Group Pay Notes

Pay Note 5. INAC teachers will be paid on a bi-weekly basis.

### ANNEX A5: Educational Support Group (EU) Pay Notes

Pay Note 5. Teacher Aides will be paid on a bi-weekly basis

Changes to the ED-EST Sub-Group (Annex A1-2) and EU (Annex A5) pay notes will be exempt from the 180-day timeline contained in Appendix K. The PSAC and impacted employees will be provided with an advance notice of 3 pay periods prior to the implementation of the changes.

## **APPENDIX B: WORKFORCE ADJUSTMENT**

Increase in education allowance from \$15,000 to \$17,000 for indeterminate employees who are laid off during workforce adjustment process.

## **APPENDIX H: JOINT LEARNING PROGRAM**

Increases to funding of the Joint Learning program including funding for a pilot study on health and safety training.

## **APPENDIX K: IMPLEMENTATION**

Language detailing the implementation of the collective agreement including a \$500 amount payable within one-hundred and eighty (180) days of signature, in recognition of extended implementation timeframes and the significant number of transactions that have not been entered in the pay system and a subsequent \$50 allowance for every subsequent complete period of ninety (90) days their collective agreement is not implemented.

## **APPENDIX M: CHILD CARE**

Renewal of the memorandum of understanding building on the report of the Joint National Child Care Committee (JNCCC)'s work.

## **APPENDIX N: 12-MONTH TEACHERS**

Deletion of memorandum of understanding as a result of the implementation of the new national rates of pay.

## **APPENDIX O: MENTAL HEALTH**

Renewal of the 2015 memorandum of understanding with respect to mental health in the workplace as part of the collective agreement which established the Joint Task Force on Mental Health (the Joint Task Force).

## **APPENDIX P: WELLNESS**

Deletion of memorandum of understanding. As a result, sick leave will remain untouched.

## **NEW APPENDIX: ED-LAT AND TEPLITSKY DECISION**

Memorandum of understanding establishing a joint committee to discuss and identify the key principles of the Teplitsky decision (November 30, 1989) and submit non-binding recommendations to support discussions during the next round of bargaining.

## **NEW APPENDIX: INDIGENOUS LANGUAGES**

Memorandum of understanding establishing of a joint committee to review the use of Indigenous languages in the public service, examine Indigenous language skills in the performance of employee duties, and consider the advantages that Indigenous language speakers bring to the public service.

## **VARIOUS HOUSEKEEPING**

Replace "Public Service Labour Relations Act" with "Federal Public Sector Labour Relations Act", and "Public Service Labour Relations and Employment Board" with "Federal Public Sector Labour Relations and Employment Board".

Your Bargaining Team, consisting of:

Arliss Chute Ibsen  
Michael Freeman  
Francesco Lai  
Marie-Hélène Leclerc  
Danielle Moffet  
Mathieu Brûlé (PSAC Negotiator)  
Shawn Vincent (PSAC Research Officer)

unanimously recommends this tentative agreement.

In Solidarity,

A handwritten signature in black ink, appearing to read 'JAMEY MILLS', with a stylized flourish at the end.

Jamey Mills  
Regional Executive Vice-President, British Columbia

cc. National Board of Directors  
Regional Political Action and Communication Officers  
Negotiations Section  
Amarkai Laryea, A/Director, Representation and Legal Services Branch  
Regional Coordinators  
Fraser McDonald, Supervisor, Membership Administration  
Chantal Fréchette, Administrative Assistant, Membership Administration  
Dale Robinson, Strike Mobilization Project Officer  
Kelly Greig, Member Information Advisor  
Ratification Kit Binder (Negotiations Section)

**TENTATIVE AGREEMENT TO SETTLE  
COLLECTIVE BARGAINING  
WITH THE  
PUBLIC SERVICE ALLIANCE OF CANADA  
AND  
THE TREASURY BOARD OF CANADA  
IN RESPECT OF THE EDUCATION AND LIBRARY SCIENCE (EB) GROUP**

**The parties hereto agree to enter into a tentative agreement as follows:**

1. The following common items agreed to as part of the Program and Administrative Services (PA) group tentative agreement (signed July 9, 2020), and that apply to the EB group, remain agreed to and form part of this comprehensive offer:
  - Article 9: Use of Employer Facilities
  - Article 14: Leave with or Without Pay for Alliance Business
  - Clauses 22.04, 22.06, 22.07: Maternity and Parental Leave Provisions
  - Paragraph 22.09 c) v): Compassionate Care Leave (deleted) – NEW Clause 22.10 Caregiving Leave (following clauses renumbered accordingly)
  - New Article: Domestic Violence Leave
  - Appendix “B”: Workforce Adjustment
  - Appendix “K”: Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada with Respect to Implementation of the Collective Agreement
  - Appendix “M”: Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada With Respect to Child Care
  - Appendix “O”: Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada With Respect to Mental Health in the Workplace
  - Appendix “P”: Memorandum of Agreement on Supporting Employee Wellness (delete)
2. Increases to the rates of pay and changes to pay notes, as identified at Annex A.
3. National rates of pay for ED-EST 12-month teachers, as identified at Annex B.
4. Duration – Three (3) year agreement, expiring on June 30, 2021, as identified at Annex C.

5. Amendments to the following provisions, as identified at Annex D:
  - Article 20 – Vacation Leave with Pay
  - Article 23 – Education Leave Without Pay and Career Development
  - Article 27 – Travelling Time
  - Article 33 – Employee Performance Review and Employee Files
  - Article 48 – Overtime
  - Article 60 – Leave for ED-EST and EU Employees Who Work a Ten (10) Month Work Year
  - Appendix “H” – Memorandum of Understanding with Respect to a Joint Learning Program
  - Appendix “N” – Memorandum of Understanding with Respect to ED-EST 12 Months (delete)
  - (new) Appendix “XX” – Memorandum of Understanding with Respect to the Award of the Special Arbitration Panel Chaired by Mr. Teplitsky
  - (new) Appendix “XX” – Memorandum of Understanding with Respect to Indigenous Languages
6. All items agreed to and signed during the course of negotiations form part of this offer, unless otherwise specified.
  - Changes to references for the *Federal Public Sector Labour Relations Act* and the Federal Public Service Labour Relations Board (FPSLRB) (Various)
  - Clauses 57.01 and 57.05 – Replace 24th week with 78th week
  - Clause 57.07 (English only) – Replace “officer” with “employee”
7. The Employer commits to the development of an Employer policy on domestic violence that would provide guidance to managers on how to deal with such matters. This policy will not form part of the collective agreement.
8. Implementation of the provisions for Article 22.06 – Parental Leave without pay will be in effect as of the date of signature of the collective agreement.
9. Further to a letter sent in April 2018 to the Public Service Alliance of Canada, the Employer reaffirms its commitment to engage in meaningful consultations with the Alliance during the upcoming review of the Treasury Board Policy on Legal Assistance and Indemnification.
10. TBS will send a written communication to the Heads of Human Resources of the Department of National Defence, Correctional Service Canada and Indigenous Services Canada, to share the key elements related to injury-on-duty discussed during negotiations.
11. The Employer and the Public Service Alliance of Canada agree to withdraw all other outstanding items.

12. The Public Service Alliance of Canada agrees to unanimously recommend the ratification of this tentative agreement to its members and the Employer agrees to unanimously recommend the ratification of this tentative agreement to its principals.
13. Provided that the Public Service Alliance of Canada confirms in writing to the Employer that ratification of the tentative collective agreement by the EB group was successful on or before October 15, 2020, article 3 of the Appendix “K” – Memorandum of Understanding with respect to the Implementation of the Collective Agreement will be amended as follows:
  - References to “non-pensionable amount of four hundred dollars (\$400)” will be replaced by “non-pensionable amount of five hundred dollars (\$500)”.
14. Unless otherwise specified, existing provisions are renewed.

## Annex A

### APPENDIX A

#### ANNUAL RATES OF PAY AND PAY NOTES

##### Rates of Pay

The Employer proposes to implement the following economic increases in accordance with the Appendix "K" – Memorandum of Understanding with respect to Implementation of the Collective Agreement.

Amounts in respect of the period prior to the implementation date will be paid as a retroactive payment, in accordance with the Appendix "K" – Memorandum of Understanding with respect to Implementation of the Collective Agreement. Subsequently, amounts will be provided as increases to rates of pay.

Effective July 1, 2018 - increase to rates of pay: 2.8%

Effective July 1, 2019 - increase to rates of pay: 2.2%

Effective July 1, 2020 - increase to rates of pay: 1.35%

##### Pay notes

ANNEX "A1-2" \*

ED-EST SUB-GROUP PAY NOTES

5. The Employer will pay teachers of INAC on a ~~semi-monthly~~ bi-weekly basis.

ANNEX "A5" \*

EDUCATIONAL SUPPORT GROUP (EU)

Teacher Aides

5. The Employer will ~~continue the present practice of paying pay employees of the Indian and Northern Affairs on a bi-monthly bi-weekly basis, with one (1) pay cheque in July and August.~~

\*The above-noted changes to the pay notes at annex A1-2 and annex A5 will be implemented after 180 days have elapsed from signature of the EB collective agreement. The Employer will provide the PSAC and impacted employees with a 3 pay period advance notice prior to the implementation of the changes.

## Annex B

### APPENDIX A

#### ANNUAL RATES OF PAY AND PAY NOTES

##### Implementation of national rates of pay for ED-EST teachers

1. Effective following the implementation of the new pay grid below and movement of incumbents on to the grid, delete the following pay tables:
  - Annex “A1” – Maritimes 10 month pay plan
  - Annex “A1” – Quebec 10 month pay plan
  - Annex “A1” – Ontario 10 month pay plan
  - Annex “A1” – Manitoba 10 month pay plan
  - Annex “A1” – Saskatchewan 10 month pay plan
  - Annex “A1” – Alberta 10 month pay plan
  - Annex “A1” – British Columbia 10 month pay plan
  
2. Effective according to the dates determined by clause 2a)(ii) of the new Appendix “K” – Memorandum of Understanding with respect to Implementation of the Collective Agreement, the following pay table becomes the national rates of pay for ED-EST:

Teaching Experience	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
1	\$ 49,444	\$ 53,326	\$ 58,079	\$ 65,575	\$ 70,403	\$ 75,476
2	\$ 52,340	\$ 55,936	\$ 61,216	\$ 68,872	\$ 74,100	\$ 79,022
3	\$ 55,237	\$ 58,540	\$ 64,351	\$ 72,169	\$ 77,788	\$ 82,577
4	\$ 58,129	\$ 61,142	\$ 67,493	\$ 75,469	\$ 81,486	\$ 86,123
5	\$ 61,021	\$ 63,745	\$ 70,628	\$ 78,769	\$ 85,180	\$ 89,681
6	\$ 63,914	\$ 66,350	\$ 73,765	\$ 82,070	\$ 88,876	\$ 93,226
7	\$ 66,821	\$ 68,953	\$ 76,903	\$ 85,367	\$ 92,578	\$ 96,775
8	\$ 69,716	\$ 71,568	\$ 80,039	\$ 88,669	\$ 96,268	\$ 100,325
9	-	\$ 74,144	\$ 83,178	\$ 91,972	\$ 99,967	\$ 103,879
10	-	-	-	\$ 95,272	\$ 103,661	\$ 107,424

3. The parties agree that applicable negotiated economic increases during the current round of bargaining for the EB group will be applied to the pay table at item 2 prior to its implementation.
4. Amend the ED-EST Sub-Group pay notes as follows:
  1. Any service rendered by an employee on duties classified in the Education (ED) group shall be used in determining the employee's increment step on the EST pay grids.
  2. **Notwithstanding Pay Note 6**, An employee is entitled to be paid at the rate of pay on the pay grid for the appropriate region set forth in Schedules "A1", "A1-1" or "A1-2" as determined by his or her education, professional certification and experience. In addition, employees at these levels are entitled to the appropriate allowance provided in Article 49.
  3. The rates of pay in Appendix "A1", "A1-1" and "A1-2" shall be implemented as indicated therein.
  4. A teacher in the Department of Indian and Northern Affairs Canada who commences a new school year in the month of July or the month of August is entitled to be paid from the commencement of his or her school year at the rate of pay that becomes effective at the commencement of the school year, including the applicable increment provided he or she has given satisfactory service.
  5. The Employer will pay teachers of INAC on a ~~semi-monthly~~ bi-weekly basis.
  6. **Transitional provision**

**The restructure of regional ED-EST 10-month annual rates of pay to national ED-EST 12-month rates of pay for teachers in Correctional Service of Canada, the Department of National Defence Canada or the Department of Fisheries and Oceans, will be effective according to the dates determined by clause 2a)(ii) of the new Appendix "K" – Memorandum of Understanding with respect to Implementation of the Collective Agreement. Notwithstanding years of experience, eligible employees are to be paid at the rate in the new pay grid that is closest to without a reduction of pay to the salary they were paid on the day prior to the effective date. After this initial movement to the new pay rates, an employee will continue their progression through teaching experience levels as per Pay Note 19.**

~~Notwithstanding Pay Note 2, an employee on a twelve (12) month work year in Correctional Service of Canada, Department of National Defence Canada or Department of Fisheries and Oceans is entitled to be paid for services rendered at rates of pay which are higher by twenty per cent (20%) than the rates of pay on the appropriate education experience grid set forth in Schedule "A1", and if applicable, the allowances set forth in Article 49.~~

7. Rates of pay on promotion, transfer or demotion of an employee

- a. 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.

*(Remainder is unchanged)*

**Annex C**

**ARTICLE 63**

**DURATION**

63.01 The provisions of this agreement will expire on June 30, 2018~~21~~.

Annex D

ARTICLE 9

USE OF EMPLOYER FACILITIES

- 9.03** A duly accredited representative of the Alliance may be permitted access to the Employer's premises, which includes vessels, to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Employer. **Such permission shall not be unreasonably withheld.** In the case of access to vessels, the Alliance representative upon boarding any vessel must report to the Master, state his or her business and request permission to conduct such business. It is agreed that these visits will not interfere with the sailing and normal operation of the vessels

## ARTICLE 14

### LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

#### Leave without pay for election to an Alliance office

**14.14** The Employer will grant leave without pay to an employee who is elected as a full-time official of the Alliance within one (1) month after notice is given to the Employer of such election. The duration of such leave shall be for the period the employee holds such office.

#### 14.4415

~~Effective January 1, 2018, leave granted to an employee under clauses Article, 14.02, 14.09, 14.10, 14.12 and 14.13 will be with pay and 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 the joint agreement.~~

## ARTICLE 20

### VACATION LEAVE WITH PAY

#### Scheduling of vacation leave with pay

Clause ED-20.05 applies only to the ED Group:

#### ED 20.05 Granting of vacation leave with pay

In scheduling vacation leave with pay, the Employer shall, subject to the operational requirements of the service, make every reasonable effort:

- a. to grant the employee his or her vacation leave during the fiscal year in which it is earned and in a manner acceptable to the employee, if so requested by the employee prior to March 31, for periods of leave which extend between May 1 and October 31 and if so requested by the employee prior to October 1, for periods of leave which extend between November 1 and April 30;
- b. to grant an employee vacation leave when specified by the employee if:
  - i. the period of vacation leave requested is less than a week  
and
  - ii. the employee gives the Employer at least two (2) days' advance notice for each day of vacation leave requested.
- c. The Employer may for good and sufficient reason grant vacation leave on shorter notice than that provided for in (b).
- d. **The Employer shall respond to vacation leave requests provided under 20.05 a. by April 20 (for the period between May 1 and October 31) and by October 20 (for the period between November 1 and April 30).**

## ARTICLE 22

### OTHER LEAVE WITH OR WITHOUT PAY

#### 22.04 Maternity allowance

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

$$\begin{array}{r}
 \text{(allowance received)} \quad X \quad \text{(remaining period to be worked} \\
 \text{following her return to work)} \\
 \hline
 \text{[total period to be worked as} \\
 \text{specified in (B)]}
 \end{array}$$

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

- b. For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- c. Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
  - i. where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period, and
  - ii. for each week 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, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.

- d. At the employee's request, the payment referred to in subparagraph 22.04(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan maternity benefits.
- e. The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the Employment Insurance Act or the Parental Insurance Act in Québec.
- f. The weekly rate of pay referred to in paragraph (c) shall be:
  - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;
  - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- g. The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- i. Where an employee becomes eligible for a pay increment or pay revision that would increase the maternity allowance while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- j. Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

## 22.06 Parental leave without pay

- a. Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for **either**:
- i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (**standard option**),  
**or**
  - ii. **a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option) period**
- beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- b. Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for **either**:
- i. a single period of up to thirty- seven (37) consecutive weeks in the fifty-two (52) week period (**standard option**),  
**or**
  - ii. **a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),**
- beginning on the day on which the child comes into the employee's care.
- c. Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two (**2**) periods.
- d. Notwithstanding paragraphs (a) and (b):
- i. where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,  
**or**
  - ii. where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period while his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization while the employee was not on parental leave. However, the

extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

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

## **22.07 Parental Allowance**

**Under the Employment Insurance (EI) benefits plan, parental allowance is payable under two (2) options, either:**

- **Option 1: standard parental benefits, paragraphs 22.07 (c) to (k)**  
or
- **Option 2: extended parental benefits, paragraphs 22.07 (l) to (t)**

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

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

### **Parental Allowance Administration**

- a. An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), **or (l) to (r)** providing he or she:

- i. has completed six (6) months of continuous employment before the commencement of parental leave without pay,
- ii. provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance **Plan** or the Québec Parental Insurance Plan in respect of insurable employment with the Employer, and
- iii. has signed an agreement with the Employer stating that:
  - A. the employee will return to work **within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act**, on the expiry date of his or her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
  - B. Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the **standard** parental allowance, in addition to the period of time referred to in section 22.04(a)(iii)(B), if applicable. **Where the employee has elected the extended parental allowance, following his or her return to work, as described in section (A), the employee will work for a period equal to sixty percent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in section 22.04(a)(iii)(B), if applicable;**
  - C. should he or she fail to return to work for the Employer, Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency in accordance **as described in** with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, he or she will be indebted to the Employer for an amount determined as follows:

$$\frac{\text{(allowance received)} \quad \times \quad \text{(remaining period to be worked following his or her return to work)}}{\text{[total period to be worked as specified in (B)]}}$$

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

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

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

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

### Option 1 – Standard Parental Allowance

- c. Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- i. where an employee **on parental leave without pay as described in 22.06(a)(i) and (b)(i)**, has chosen to receive **Standard Employment Insurance parental benefits** and is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his 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 the employee receives parental, adoption or paternity benefits under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the parental, adoption or paternity benefits, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity 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 **or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five(5) weeks paternity** under the Québec Parental Insurance Plan **for the same child** and **either employee** thereafter remains on parental leave without pay, **she that employee** is eligible to receive a further parental allowance for a period of **up to two (2) weeks**, ninety-three per cent (93%) of **her their** weekly rate of pay for each week, less any other monies earned during this period;
- iv. **where an employee has divided the full thirty-seven (37) weeks pf adoption benefits with another employee under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period;**
- v. where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance **Plan** and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, **at** ninety-three per cent (93%) of his or her weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in **subparagraph 22.04(c)(iii)** for the same child;
- vi. **where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate pf pay (and the recruitment and retention “terminable allowance” is applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contains in subparagraph 22.04(c)(iii) and 22.07(c)(v) for the same child;**
- d. At the employee's request, the payment referred to in subparagraph 22.07(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance **Plan** ~~or Québec Parental Insurance Plan~~ parental benefits.
- e. The parental allowance to which an employee is entitled is limited to that provided in paragraphs (c) and an employee will not be reimbursed for any amount that he

or she is required to repay pursuant to the Employment Insurance Act or the **Act Respecting Parental Insurance Act** in Quebec.

- f. The weekly rate of pay referred to in paragraphs (c) shall be:
  - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
  - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- g. The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which he or she is appointed.
- h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- i. Where an employee becomes eligible for a pay increment or pay revision that would increase the parental allowance while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- j. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- k. The maximum combined shared, maternity and **standard** parental allowances payable ~~under this collective agreement~~ shall not exceed fifty-~~seven two (52)~~ **(57)** weeks for each combined maternity and parental leave without pay.

## **Option 2 – Extended Parental Allowance**

- I. **Parental Allowance payments made in accordance with the SUB Plan will consist of the following:**
  - i. **where an employee on parental leave without pay as described in subparagraphs 22.06(a)(ii) and (b)(ii), has elected to receive extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-**

five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for the waiting period, less any other monies earned during this period;

- ii. for each week the employee receives parental benefits under the Employment Insurance, he or she is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of his or her weekly rate (and the recruitment and retention “terminable allowance” if applicable) and the parental benefits, less any other monies earned during this period which may result in a decrease in his or her parental benefits to which he or she would have been eligible if no extra monies had been earned during this period;
- iii. where an employee has received the full sixty-one (61) weeks of parental benefits under the Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 22.04(c)(iii) for the same child.
- iv. where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 22.04(c)(iii) for the same child;
- m. At the employee’s request, the payment referred to in subparagraph 22.06 l)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.
- n. The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act.
- o. The weekly rate of pay referred to in paragraph (l) shall be:

- i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of parental leave without pay;
  - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- p. The weekly rate of pay referred to in paragraph (l) shall be the rate (and the recruitment and retention "terminable allowance" if applicable) to which the employee is entitled for the substantive level to which he or she is appointed.
- q. Notwithstanding paragraph (p), and subject to subparagraph (o)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate (and the recruitment and retention "terminable allowance" if applicable), the employee was being paid on that day.
- r. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
- s. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- t. The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.

## ARTICLE 22.09

### COMPASSIONATE CARE AND CAREGIVING LEAVE

#### ***Becomes new clause 22.10***

#### ~~Compassionate Care and Caregiving Leave~~

- A. ~~Notwithstanding the definition of “family” found in clause 2.01 and notwithstanding paragraphs 22.09(b)(ii) and (iv) above, an~~ **An** employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) benefits for **Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults** ~~may~~ **shall** be granted leave for periods of less than three (3) weeks **without pay 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.~~
- B. The leave without pay described in 22.10 A. shall not exceed twenty-six (26) weeks for Compassionate Care Benefits, thirty-five (35) weeks for Family Caregiver Benefits for Children and fifteen (15) weeks for Family Caregiver Benefits for Adults, in addition to any applicable waiting period.**
- C. When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) **Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults** has been accepted.
- D. When an employee is notified that their request for Employment Insurance (EI) **Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults** has been denied, ~~paragraphs clause A (i) and (ii) above~~ ceases to apply.
- E. Leave granted under this clause shall count for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.**

*(Renumber in consequence)*

## ARTICLE 23

### EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT

#### 23.15 Professional development

The parties recognize that in order to maintain and enhance professional expertise, employees need to have opportunities to attend and participate in professional development activities described in clauses 23.14 and 23.15.

- a. **Professional development refers to an activity which in the opinion of the Employer, is likely to be of assistance to the individual in furthering his or her professional development and to the organization in achieving its goals. The following activities shall be deemed to be part of professional development:** ~~The parties to this agreement share a desire to improve professional standards by giving employees the opportunity, on occasion:~~
  - i. ~~to participate in~~ **symposiums**, seminars, workshops, **conferences, conventions or study sessions**, ~~short~~ courses or similar out service programs to keep up to date with knowledge and skills in their respective fields;
  - ii. to conduct research or to perform work related to their normal research programs in institutions or locations other than those of the Employer;  
or
  - iii. to perform work in a cooperating department or agency for a short period of time in order to enhance the relevant subject knowledge or the technical expertise of the employee.
- b. An employee may apply at any time for professional development under this clause and the Employer may select an employee at any time for such professional development.
- c. When an employee is selected by the Employer for professional development under this clause, the Employer will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.
- d. An employee selected for professional development, under this clause, will continue to receive his or her normal compensation, including any increase for which the employee may become eligible. The employee shall not be entitled to any compensation under Articles 27 and 48 while on professional development under this clause.
- e. An employee on professional development, under this clause, may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.

## ARTICLE 27

### TRAVELLING TIME

27.02 When an employee is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 27.03 and 27.04. Travelling time shall include time necessarily spent at each stop-over enroute provided such stop-over is not longer than ~~three (3)~~ **five (5)** hours.

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)~~ **fifteen (15)** 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)~~ **fifteen (15)** hours' pay at the straight-time rate of pay.

## ARTICLE 33

### EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

33.03 Upon written request of an employee, the personnel file of that employee shall be made available ~~once per year~~ for his or her examination in the presence of an authorized representative of the Employer.

## ARTICLE 48

### OVERTIME

#### 48.11 Meals

- a. An employee who works three (3) or more hours of overtime immediately before or immediately following normal hours of work shall be reimbursed expenses for one meal in the amount of ~~nine dollars (\$9.00)~~ **twelve dollars (\$12.00)**, except where free meals are provided or the employee is on travel status.
- b. When an employee works overtime continuously extending four (4) hours or more beyond the period provided in paragraph (a), the employee shall be reimbursed for one additional meal in the amount of ~~nine dollars (\$9.00)~~ **twelve dollars (\$12.00)** for each additional four (4)-hour period of overtime worked thereafter, except where free meals are provided.
- c. When overtime is worked in accordance with paragraphs 48.11(a) and (b) above, reasonable time to be determined by the Employer shall be allowed to the employee in order to take a meal break either at or adjacent to the employee's place of work, and such time shall be paid at the overtime rate where applicable.
- d. Paragraphs 48.11(a) and (b) shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

## ARTICLE 60

### LEAVE FOR ED-EST AND EU EMPLOYEES WHO WORK A TEN (10) MONTH WORK YEAR

60.01 The Employer shall grant ED-EST and EU employees who work a ten (10) month work year up to fifteen (15) hours of leave with pay, **to be granted in up to two (2) periods of seven decimal five (7.5) hours each or four (4) periods of up to three decimal seven five (3.75) hours each**, within each school year for personal reasons, at a time requested by the employee, provided the employee gives the Employer advance notice prior to the commencement of the leave of at least five (5) working days, unless there is a valid reason, as determined by the Employer, why such notice cannot be given.

## **NEW ARTICLE**

### **DOMESTIC VIOLENCE LEAVE**

**XX:01** For the purpose of this article domestic violence is considered to be any form of abuse or neglect that an employee or an employee's child experiences from a family member, or from someone with whom the employee has or had an intimate relationship.

**XX:02** The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.

**XX:03** Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence shall be granted domestic violence leave in order to enable the employee, in respect of such violence:

- a) To seek care and/or support for themselves or their child in respect of a physical or psychological injury or disability;
- b) To obtain services from an organization which provides services for individuals who are subject to domestic violence;
- c) To obtain professional counselling;
- d) To relocate temporarily or permanently; or
- e) To seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.

**XX:04** The total domestic violence leave with pay which may be granted under this article shall not exceed seventy-five (75) hours in a fiscal year.

**XX:05** Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this article shall, when delivered to the Employer, be considered as meeting the requirements of this article.

**XX:06** Notwithstanding clauses XX.03 and XX.04, an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

## APPENDIX B

### WORKFORCE ADJUSTMENT

**\*\*Specific sections to be amended are noted as follows\*\***

#### **Definitions:**

##### **Alternation** (échange de postes)

Occurs when an opting employee (~~not a surplus employee~~) **or a surplus employee who is surplus as a result of having chosen option 6.4.1(a)** who wishes to remain in the core public administration exchanges positions with a non-affected employee (the alternate) willing to leave the core public administration with a transition support measure or with an education allowance.

##### **Education allowance** (indemnité d'études)

Is one of the options provided to an indeterminate employee affected by normal workforce adjustment for whom the deputy head cannot guarantee a reasonable job offer. The education allowance is a cash payment equivalent to the transition support measure (see Annex B), plus a reimbursement of tuition from a recognized learning institution and book and mandatory equipment costs, up to a maximum of ~~fifteen thousand dollars (\$15,000)~~ **seventeen thousand dollars (\$17,000)**.

#### **6.4 Options**

##### 6.4.1 c)

Education allowance is a transition support measure (see Option (b) above) plus an amount of not more than ~~fifteen thousand dollars (\$15,000)~~ **seventeen thousand dollars (\$17,000)** for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and relevant equipment. Employees choosing Option (c) could either:

*(Renumber accordingly)*

## APPENDIX H

### MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO A JOINT LEARNING PROGRAM

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.

**Starting on the date of signature of the PA collective agreement, the Employer agrees to increase monthly funding to the PSAC – TBS JLP by a percentage equivalent to the annual base economic increase.**

~~The Employer agrees to provide \$330,000 per month to the PSAC-TBS JLP starting on 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.~~ **six hundred and fifty thousand dollars (\$650,000) to fund a pilot project to develop programs, materials, facilitator training and delivery of workshops tailored to the learning needs of occupational health and safety committees and representatives.**

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-JLP Steering Committee with voice but no vote.

## APPENDIX K

### **Memorandum of Understanding between the Treasury Board of Canada and the Public Service Alliance of Canada with respect to the Implementation of the Collective Agreement**

~~This memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in respect of the implementation period of the collective agreement.~~

~~The provisions of this collective agreement shall be implemented by the parties within a period of one hundred and fifty (150) days from the date of signing.~~

**Notwithstanding the provisions of clause 26.04 on the calculation of retroactive payments and clause 63.02 on the collective agreement implementation period, this memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada regarding a modified approach to the calculation and administration of retroactive payments for the current round of negotiations.**

#### **1. Calculation of retroactive payments**

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

- Acting pay
  - Extra duty pay/Overtime
  - Additional hours worked
  - Maternity leave allowance
  - Parental leave allowance
  - Vacation leave and extra duty pay cash-out
  - Severance pay
  - Salary for the month of death
  - Transition Support Measure
  - Eligible allowances and supplemental salary depending on collective agreement
- d. The payment of retroactive amounts related to transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved, such as acting pay, promotions, overtime and/or deployments, will not be considered in determining whether an agreement has been implemented.
- e. Any outstanding pay transactions will be processed once they are entered into the pay system and any retroactive payment from the collective agreement will be issued to impacted employees.

## 2. Implementation

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

- i. **The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one-hundred and eighty (180) days after signature of agreement where there is no need for manual intervention.**
- ii. **Retroactive amounts payable to employees will be implemented within one-hundred and eighty (180) days after signature of the agreement where there is no need for manual intervention.**
- iii. **Prospective compensation increases and retroactive amounts that require manual processing by compensation advisors will be implemented within five-hundred and sixty (560) days after signature of agreement. Manual intervention is generally required for employees on an extended period of leave without pay (e.g., maternity/parental leave), salary protected employees and those with transactions such as leave with income averaging, pre-retirement transition leave and employees paid below minimum, above maximum or in between steps. Manual intervention may also be required for specific accounts with complex salary history.**

### **3. Employee Recourse**

- a. **An employee who is in the bargaining unit for all or part of the period between the first day of the collective agreement (i.e., the day after the expiry of the previous collective agreement) and the signature date of the collective agreement will be entitled to a non-pensionable amount of four hundred dollars (\$400) payable within one-hundred and eighty (180) days of signature, in recognition of extended implementation timeframes and the significant number of transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved.**
- b. **Employees in the bargaining unit for whom the collective agreement is not implemented within one-hundred and eighty one (181) days after signature will be entitled to a fifty dollar (\$50) non-pensionable amount; these employees will be entitled to an additional fifty dollar (\$50) non-pensionable amount for every subsequent complete period of ninety (90) days their collective agreement is not implemented, to a total maximum of nine (9) payments. These amounts will be included in their final retroactive payment. For greater certainty, the total maximum amount payable under this paragraph is four hundred and fifty dollars (\$450).**

- c. If an employee is eligible for compensation in respect of section 3 under more than one collective agreement, the following applies: the employee shall receive only one non-pensionable amount of four hundred dollars (\$400); for any period under 3(b), the employee may receive one fifty \$50 payment to a maximum amount payable under this paragraph is four hundred and fifty dollars (\$450).**
- ~~**d. Should the Employer negotiate higher amounts for 3(a) or 3(b) with any other bargaining agent representing Core Public Administration employees, it will compensate PSAC members for the difference in an administratively feasible manner.**~~
- d. Late implementation of the 2018 collective agreements will not create any entitlements pursuant to the Agreement between the Alliance or another bargaining agent and the Treasury Board of Canada with regard to damages caused by the Phoenix Pay System.**
- e. Employees for whom collective agreement implementation requires manual intervention will be notified of the delay within one-hundred and eighty (180) days after signature of the agreement.**
- f. Employees will be provided a detailed breakdown of the retroactive payments received and may request that the departmental compensation unit or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the Alliance regarding the format of the detailed breakdown.**

**In such a circumstance, for employees in organizations serviced by the Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay. For employees in organizations not serviced by the Pay Centre, employees shall contact the compensation services of their department.**

## APPENDIX M

### MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO CHILD CARE

~~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;~~
- ~~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 1, 2017. This period may, by mutual agreement, be extended.~~

**This Memorandum of Understanding is to give effect to the agreement reached between the Treasury Board of Canada (the Employer) and the Public Service Alliance of Canada (the Alliance) regarding the issue of child care facilities and employee access to information on child care.**

**Following completion of the Joint National Child Care Committee (JNCCC)'s work and building on its report, the parties agree to establish a time-limited, joint working group co-chaired by a representative of the PSAC and an Employer representative (Working Group) to explore the concrete issues of child care facilities in the public service and facilitating employee access to information on**

**child care, providing advice and analysis with respect to them. The Working Group will be comprised of an equal number of union and Employer representatives.**

**The Working Group will meet within ninety (90) days of the signing of the collective agreement.**

**The Working Group will determine its work plan and associated timeframes.**

**This Memorandum of Understanding expires on June 30, 2021.**

**APPENDIX N**

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

*(Delete the MOU)*

## APPENDIX O

### 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 1, 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;~~
- ~~• Outlining any possible challenges and barriers that may impact the successful implementation of mental health best practices;~~
- ~~• and~~

- ~~• 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.~~

**This Memorandum of Understanding is to recognize the ongoing joint commitment of the Treasury Board of Canada (the Employer) to address issues of mental health in the workplace in collaboration with the Public Service Alliance of Canada (the Alliance)**

**In 2015, the Employer and the Alliance entered into a Memorandum of Understanding with respect to mental health in the workplace as part of the collective agreement which established the Joint Task Force on Mental Health (the Joint Task Force).**

**The Employer, based on the work of the Joint Task Force and in collaboration with the Alliance, created the Centre of Expertise on Mental Health in 2017 focused on guiding and supporting federal organizations to successfully implement measures to improve mental health in the workplace by implementing the National Standard of Canada for Psychological Health and Safety in the Workplace (the Standard). To this end, the Centre of Expertise on Mental Health was given and shall continue to have:**

- central, regional and virtual presence;**
- an evolving mandate based on the needs of stakeholders within the federal public service; and**
- a dedicated and long-term funding from Treasury Board.**

**As the terms of the previous Memorandum of Understanding have been met, the parties agree to establish a renewed governance structure to support the Centre for Expertise on Mental Health that will include an Executive Board and an Advisory Board.**

**The Executive Board will consist of the Chief Human Resource Officer of Canada and the President of the Alliance. The Advisory Board will be comprised of an equal number of Union and Employer representatives. The Executive Board is responsible for determining the number and the identity of their respective Advisory Board representative.**

**The Executive Board shall approve the terms of reference of the Advisory Board. The Advisory Board's terms of reference may be amended from time to time by mutual consent of the Executive Board members.**

**This Memorandum of Understanding expires on June 30, 2021.**

**APPENDIX P**

**MEMORANDUM OF AGREEMENT ON SUPPORTING EMPLOYEE WELLNESS**

*(Delete the MOU)*

## **APPENDIX XX**

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO THE AWARD OF THE SPECIAL ARBITRATION PANEL CHAIRED BY MR. TEPLITSKY**

**This Memorandum of Understanding is to give effect to the agreement reached between the Treasury Board of Canada (the Employer) and the Public Service Alliance of Canada (the Alliance) regarding consultation with respect to paragraph 45.10 a) and the integration of key principles of the November 30, 1989, Award of the Special Arbitration Panel chaired by M. Teplitsky (the Decision) in the EB collective agreement.**

**The parties commit to establishing a joint working group consisting of an equal number of Alliance and Employer representatives. The joint working group agrees to meet within 90 days of the signing of the EB collective agreement to discuss and identify the key principles of the Decision.**

**In consultation, the working group will endeavour to submit their non-binding recommendations to the parties by June 30, 2021, to support discussions during the next round of collective bargaining.**

**The deadline for completion of work may be extended by mutual consent.**

**This Memorandum of Understanding expires on June 30, 2021.**

## APPENDIX XX

### MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO INDIGENOUS LANGUAGES

This Memorandum of Understanding is to give effect to the agreement reached between the Treasury Board of Canada (the Employer) and the Public Service Alliance of Canada (the Alliance) regarding the use of Indigenous languages in the workplace.

Given that:

- a. The Government of Canada has passed an *Indigenous Languages Act* (Bill C-91) and has recognized the importance of preserving and promoting the use of Indigenous languages; and
- b. The public service in certain areas of the country provides services to Canadians in Indigenous languages.

The parties agree to establish a joint committee, co-chaired by a representative from each party, to review the use of Indigenous languages in the public service, examine Indigenous language skills in the performance of employee duties and consider the advantages that Indigenous language speakers bring to the public service.

The joint committee will meet within 30 days of the ratification of the tentative agreement to commence its work and the parties shall report to their principals by June 30, 2021. This timeline may be extended on mutual agreement between the parties.

#### Addendum

As part of this Memorandum of Understanding, the parties agree to establish a sub-committee to examine Indigenous language skills in the performance of employee duties within the context of on-reserve schools where Indigenous languages are teachable subjects within the assigned curriculum.

The sub-committee will meet within 30 days of the ratification of the tentative agreement to commence its work and the parties shall report to their principals by June 30, 2021. This timeline may be extended on mutual agreement between the parties.

This Memorandum of Understanding expires on June 30, 2021.