



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

May 1, 2023

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

**RE: TENTATIVE AGREEMENT REACHED**

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On May 1, 2023, after more than two years of negotiations leading to one of the largest strikes in Canadian history, our EB bargaining team has reached a tentative agreement for more than 1,100 workers who deliver critical services to Canadians.

This agreement is the product of the tenacity of PSAC members who held the line on fair wages and better working conditions. If ratified, the settlement will improve members' working conditions in several ways.

Our bargaining team unanimously recommends ratification of this tentative agreement.

The duration of this new agreement is July 1, 2021, to June 30, 2025.

**HIGHLIGHTS OF OUR TENTATIVE AGREEMENT**

**1. ECONOMIC INCREASES & ALLOWANCES**

The tentative agreement contains significant improvements to monetary compensation for members. The total compensation for all EB group members amounts to a minimum increase of 12% over the four years of the collective agreement.

<b>Effective</b>	<b>Breakdown of economic increase</b>	<b>Total economic increase</b>
July 1, 2021	<ul style="list-style-type: none"> <li>increase to rates of pay: 1.5%</li> </ul>	1.50%
July 1, 2022	<ul style="list-style-type: none"> <li>increase to rates of pay: 3.5%</li> <li>wage adjustment: 1.25%</li> </ul>	4.75%
July 1, 2023	<ul style="list-style-type: none"> <li>increase to rates of pay: 3.0%</li> <li>Minimum Pay Line adjustment of 0.5% for all classifications</li> </ul>	3.50%
July 1, 2024	<ul style="list-style-type: none"> <li>increase to rates of pay: 2.00%</li> <li>wage adjustment: 0.25%</li> </ul>	2.25%

## **LUMP SUM PAYMENT**

A **\$2,500 one-time pensionable lump sum allowance** will be paid to all employees in the bargaining unit on the date of signing of the collective agreement.

**Education Support (EU)** - Effective July 1, 2023, Sub-group specific wage adjustment of **3.00%** for all EU members.

**Library Science (LS)** - Effective July 1, 2023, Sub-group specific wage adjustment of **1.00%** for all LS members.

**ED-EDS, ED-EST, and ED-LAT** : Effective July 1, 2023 Pay Line Adjustment of **0.50%** to be applied to all ED-EDS, ED-EST, and ED-LAT members.

**ED-EST 12-month teachers:** Effective July 1, 2023, Pay Note 6 (Transitional provision) is deleted from the collective agreement. For greater certainty, both Pay Note 6 and this transitional language will be removed upon signature of the subsequent collective agreement.

**ED-EST 10-month teachers – introduction of National rates:** Effective January 1, 2024, implement national rates for 10-month principals, vice-principals and teachers (ED-EST) as well as teacher's aides (EU) as follows:

Pay note X:

The restructure of regional ED-EST and EU 10-month annual rates of pay to national ED-EST and EU rates of pay for principals, vice-principals and teachers as well as teacher's aides, effective according to the dates determined by clause 1.b) 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.

## **New Specialist Indigenous Languages Allowance**

A teacher employed in Indigenous Services Canada (ISC) who is qualified and assigned to teach an Indigenous language in the following school locations will receive an allowance of **\$1,015** per annum:

- Tyendinaga, Ontario
- Six Nations of the Grand River, Ontario
- Cold Lake First Nations, Alberta

## **New Allowance for Early Childhood Educators (ECE)**

Effective on date of signature of the collective agreement, employees in an Education Support (EU) sub-group who are qualified, licensed and perform the duties of Early Childhood Educators shall be eligible to receive an allowance to be paid biweekly;

## Early Childhood Educator (ECE) Allowance

Annual Allowance
<b>\$3,500</b>

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

The value of the CSSDA is increased from \$2,000 to **\$2,140**.

### **APPENDIX K – IMPLEMENTATION**

Compensation increases including premiums, allowances, and changes in overtime rates will be implemented within 180 days after signature where there is no need for manual intervention. Lump sum of \$200 payable if the outstanding amount is more than \$500 owed after 181 days after signature.

### **2. REMOTE WORK**

New letter of agreement confirming that telework is voluntary, can be initiated by the employee, and that arrangements will be considered on a case-to-case basis.

The letter of agreement also provides for the creation of joint union-employer departmental panels. Employee rights around telework arrangements will be protected through a grievance process and grievances that were not settled prior to the final step of the grievance process may be referred to the joint union-management panel for review.

The Employer also committed to establishing a Joint Consultation Committee which will be co-chaired by the Public Service Alliance of Canada to the review of the Employer's Directive on Telework.

### **3. JOB SECURITY AND WFA**

#### **ARTICLE 53 – JOB SECURITY**

New protections to ensure that when indeterminate employees are affected by workforce adjustment situations preference shall be given to their retention over re-engaging a contractor.

Commitment from the Employer to meet and discuss on issues associated with contracting out and managed services.

### **APPENDIX B – WORKFORCE ADJUSTMENT**

Letter of Agreement where both parties commit to submit a joint proposal to the Public Service Commission of Canada to include seniority rights in the Workforce Adjustment process.

Increase to the employee entitlement towards counselling services when affected by a Workforce Adjustment from \$1000 to \$1200.

Additional information and feedback to be provided to the employee and the Alliance during a Workforce Adjustment process.

#### **4. OTHERS IMPORTANT CHANGES TO THE COLLECTIVE AGREEMENT**

##### **ARTICLE 30 – SHIFT PREMIUM SHIFT PREMIUMS AND WEEKEND PREMIUMS**

Increase to the shift and weekend premium from \$1.50 to \$2.25 per hour.

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

Enhanced language around Career Development, event attendance and professional development for EB members

##### **ARTICLE 11 - INFORMATION**

Employees of the bargaining unit will be given electronic access to the collective agreement and supplied with a printed copy upon request.

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

Language added to ensure Alliance representative can access Employer premises for stated union business.

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

Expansion to the types of events that can be attended while on leave for Alliance business, specifically conferences, and meetings of Alliance committees.

##### **ARTICLE 50 – TECHNOLOGICAL CHANGE**

Addition of the terms “system or software” in the definition of technological change.

##### **ARTICLE 21 & 38 - DESIGNATED PAID HOLIDAYS**

Inclusion of National Day for Truth and Reconciliation as a designated paid holiday.

Corresponding changes to article 64 Part-time employees: Designated Paid Holiday allowance for part-time workers increases from 4.25% to 4.6%.

##### **ARTICLE 19 – SICK LEAVE WITH PAY**

When a medical certificate is requested by the Employer, the employee will be reimbursed for the cost of the certificate, to a maximum of thirty-five dollars (\$35.00) for periods of absence of three consecutive days or less.

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

Expansion of leave provision to include the possibility for the employee to use family-related responsibilities to visit a family member with terminal illness.

Increase of the cap to 15 hours to attend an appointment with a legal or paralegal representative or with a financial or other professional representative or with a financial or other professional.

#### **ARTICLE 22 – BEREAVEMENT LEAVE WITH PAY**

Expansion of leave provision to include one day of bereavement leave for an aunt or an uncle.

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

Conversion of the one day of volunteer leave in into an additional day of personal leave.

#### **ARTICLE 63 – DURATION**

The new agreement, if ratified by the membership, will expire on June 30<sup>th</sup>, 2025.

#### **NEW ARTICLE – LEAVE FOR TRADITIONAL INDIGENOUS PRACTICES**

Five days of leave including two days with pay for self-identified Indigenous employees to engage in traditional Indigenous practices including land-based activities such as hunting, fishing and harvesting.

#### **APPENDIX H MEMORANDUM OF UNDERSTANDING WITH RESPECT TO A JOINT LEARNING PROGRAM**

Additional fund to provide training tailored to the learning needs of occupational health and safety committees and representatives.

#### **NEW APPENDIX WITH RESPECT TO A JOINT REVIEW ON EMPLOYMENT EQUITY, DIVERSITY AND INCLUSION TRAINING AND INFORMAL CONFLICT MANAGEMENT SYSTEMS**

Creation of a Joint Committee to review existing training courses related to EEDI and ensure employees are fully aware of training opportunities that are available to them during their normal work hours. The Committee will also review existing informal conflict management systems available to employees.

#### **NEW APPENDIX WITH RESPECT TO MATERNITY AND PARENTAL LEAVE WITHOUT PAY**

Creation of a Joint Committee to compare the interaction between the collective agreements and Employment Insurance Program and Quebec Parental Insurance Plan. In addition, the Committee will review maternity leave and parental leave provisions to identify opportunities to simplify the language.

## **NEW APPENDIX WITH RESPECT TO GENDER INCLUSIVE LANGUAGE**

Creation of a Joint Committee to review the collective agreement to render the language more gender-inclusive in both official languages.

## **NEW APPENDIX WITH RESPECT TO PAY SIMPLIFICATION SOLUTIONS**

New Memorandum of Understanding to confirm the parties' commitment to ongoing collaboration with regards to the identification of pay administration simplification solutions.

## **BILINGUALISM BONUS**

Official commitment from the Employer to agree to a review of the NJC Bilingualism Bonus Directive.

### **Further minor amendments to the following articles:**

Article 2 – Interpretations and Definitions (common-law)

Article 16 – No discrimination

Article 17 – Sexual Harassment

Article 18 – Leave, General

Article 20 – Vacation Leave with Pay

Appendix O – Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada with Respect to Mental Health in the Workplace

**Deletion of provisions** which are no longer applicable, including, Appendix F and Appendix I.

**Housekeeping changes** to numerous articles and appendices to correct references, titles and typos and outdated references.

The new agreement, if ratified by the membership, will expire on June 30, 2025.

Your bargaining team consisting of:

Michael Freeman

Francesco Lai

Marie-Hélène Leclerc

Danielle Moffet

Caila Pischke

Christopher Schwartz (PSAC Acting Negotiator & Research Officer)

Maxime Thibault-Gingras (PSAC Negotiator)

**unanimously recommends** this tentative agreement.

In Solidarity,



Yvon Barrière

Regional Executive Vice-President, Quebec

cc. National Board of Directors  
Negotiations Section  
Susan O'Reilly, A/Director, Representation and Legal Services Branch  
Regional Coordinators  
Reine Zamat, Supervisor, Membership Administration  
Megan Whitworth, Administrative Assistant, Membership Administration  
ROB National Mobilization  
Chantal Wilson, Member Information Advisor  
Louise Casselman, Social Justice Fund Officer  
Laura Avalos, Social Justice Fund Advisor



## COMMON ISSUES

**TENTATIVE AGREEMENT**  
**TO SETTLE OUTSTANDING COLLECTIVE BARGAINING ISSUES**  
**WITH THE PUBLIC SERVICE ALLIANCE OF CANADA**  
**AND**  
**THE TREASURY BOARD OF CANADA**  
**IN RESPECT OF THE COMMON ISSUES TABLE NEGOTIATIONS:**  
**EDUCATION AND LIBRARY SCIENCE (EB) GROUP**  
**PROGRAM AND ADMINISTRATIVE SERVICES (PA) GROUP**  
**OPERATIONAL SERVICES (SV) GROUP**  
**TECHNICAL SERVICES (TC) GROUP**

**The parties hereto agree to enter into a tentative agreement as follows. All references in the present offer refer to the Program and Administrative Services (PA) Group :**

1. Increases to the rates of pay, as specified at **Annex A**.
2. Duration – four (4) year agreement, expiring on the dates specified at **Annex B**.
3. Amendments to the following provisions, as specified at **Annex C**:
  - Article 7 - National Joint Council Agreements
  - Article 23 – Job Security
  - NEW Article – Leave for Indigenous Traditional Practices
  - Appendix C – Memorandum of Understanding with Respect to a Joint Learning Program
  - Appendix D – Workforce Adjustment
  - Appendix F – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Implementation of the Collective Agreement.
4. All substantive items agreed to and signed during the course of negotiations as identified under **Annex D** form part of the EB, PA, SV and TC tentative settlements:
  - Article 10 – Information
  - Article 12 – Use of Employer Facilities
  - Article 14 – Leave With or Without Pay for Alliance Business
  - Article 19 – No discrimination
  - Article 20 – Sexual Harassment
  - Article 24 – Technological Changes
  - Article 33 – Leave, General

- Article 34 – Vacation Leave with Pay
  - Appendix D – Workforce Adjustment
  - Appendix M – Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada with Respect to Mental Health in the Workplace
  - NEW Appendix – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Gender-Inclusive Language
  - NEW Appendix– Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to a Joint Review on Employment Equity, Diversity and Inclusion Training and Informal Conflict Management Systems
  - NEW Appendix – Memorandum of Understanding (MOU) Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Maternity and Parental Leave Without Pay
  - NEW Appendix – Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Pay Simplification Solutions.
5. The following administrative items agreed to and signed during the course of negotiations as identified below form part of the EB, PA, SV and TC tentative settlements:
- Article 2 – Interpretations and Definitions (common-law)
  - Appendix D – Workforce Adjustment
  - Appendix N – Memorandum of Understanding Between the Treasury Board and the Public Service Alliance with Respect to Child Care (delete)
6. In regards to the National Joint Council’s Bilingual Bonus Directive:
- 6.1 The Employer commits to not propose the elimination or the reduction of the existing bilingualism bonus set forth in the current National Joint Council (NJC) Bilingual Bonus Directive during the life of this collective agreement.
- 6.2 The Employer further commits to recommending the inclusion of the NJC Bilingualism Bonus Directive in the 2023-2024 cyclical review.
7. Unless otherwise agreed between the parties during negotiations at the Common Issues table or at the individual tables (EB, PA, SV and TC), existing provisions and appendices in the EB, PA, SV and TC collective agreements are renewed.
8. Notwithstanding paragraph 7 and unless otherwise agreed between the parties during negotiations at the Common Issues table or at the individual tables (EB, PA, SV and TC), the provisions of the collective agreements or the appendices that are expired or are set to expire upon the signing of the new collective agreements (EB, PA, SV and TC) shall not be renewed.

9. The parties agree that the amendments presented in this comprehensive offer are incorporated into the EB, PA, SV and TC tentative settlements.
10. The Employer and the Public Service Alliance of Canada agree to withdraw all other outstanding items on which agreement has not been reached at the Common Issues table. It is also agreed that items previously discussed at the Common Issues table will not be subject to further discussions at the EB, PA, SV and TC individual tables.
11. The Public Service Alliance of Canada agrees to unanimously recommend the ratification of common issues items included in the EB, PA, SV and TC tentative agreements to its members and the Employer agrees to unanimously recommend the ratification of the tentative agreements to its principals.
12. Tentative agreements are subject to approval by the Treasury Board of Canada.

**RATES OF PAY**

**Rates of Pay (General Economic Increases) :**

Year 1 – Increase to rates of pay:	<b>1.50%</b>
Year 2 – Increase to rates of pay:	<b>3.50%</b>
Year 2 – Wage adjustment:	<b>1.25%</b>
Year 3 – Increase to rates of pay:	<b>3.00%</b>
Year 4 – Increase to rates of pay:	<b>2.00%</b>
Year 4 – Wage adjustment:	<b>0.25%</b>

\*Year 3 also includes a wage adjustment of a minimum of 0.5% for all bargaining units.  
See page 48 for details

**One-time allowance Related to the Performance of Regular Duties:**

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

\*Note: The references for each collective agreement will be adjusted appropriately:

EB : Appendix K  
SV : Appendix L  
TC : Appendix S

**Effective date of each agreement:**

EB : July 1, 2021  
PA : June 21, 2021  
TC : June 22, 2021  
SV : August 5, 2021

**DURATION**

EB: **63.01** This agreement shall expire on June 30, **2025** 2021.

PA: **68.01** This agreement shall expire on June 20, **2025** 2021.

TC: **68.01** This agreement shall expire on June 21, **2025** 2021.

SV: **70.01** This agreement shall expire on August 4, **2025** 2021.

**AMENDMENTS TO PROVISIONS OF THE  
EDUCATION AND LIBRARY SCIENCE (EB) GROUP  
PROGRAM AND ADMINISTRATIVE SERVICES (PA) GROUP  
OPERATIONAL SERVICES (SV) GROUP  
TECHNICAL SERVICES (TC) GROUP  
COLLECTIVE AGREEMENTS**

**ARTICLE 7**

**NATIONAL JOINT COUNCIL AGREEMENTS**

7.03 a.

The following directives, as amended from time to time by National Joint Council recommendation, which have been approved by the Treasury Board of Canada, form part of this agreement:

*Bilingualism Bonus Directive*  
*Commuting Assistance Directive*  
*First Aid to the General Public: Allowance for Employees*  
*Foreign Service Directives*  
*Isolated Posts and Government Housing Directive*  
~~*Motor Vehicle Operations Directive*~~  
*NJC Relocation Directive*  
*Occupational Health and Safety Directive*  
~~*Pesticides Directive*~~  
*Public Service Health Care Plan Directive*  
*Travel Directive*  
*Uniforms Directive*  
~~*Occupational Safety and Health*~~  
~~*Occupational Safety and Health Directive*~~  
~~*Committees and Representatives Directive*~~  
~~*Motor Vehicle Operations Directive*~~  
~~*Pesticides Directive*~~  
~~*Refusal to Work Directive*~~

- b. During the term of this agreement, other directives may be added to the above-noted list.

EB : Clause 36.03

SV : Clause 7.03

TC : Clause 7.03

**ARTICLE 23**  
**JOB SECURITY**

**NEW**

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

EB : clause 53.02

SV : clause 23.02

TC : clause 23.02

**NEW**

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

EB : clause 53.03

SV : clause 23.03

TC : clause 23.03



**NEW ARTICLE**  
**LEAVE FOR TRADITIONAL INDIGENOUS PRACTICES**

**XX.01 Subject to operational requirements as determined by the Employer, fifteen (15) hours of leave with pay and twenty-two decimal five (22.5) hours of leave without pay per fiscal year shall be granted to an employee who self-declares as an Indigenous person and who requests leave to engage in traditional Indigenous practices, including land-based activities such as hunting, fishing, and harvesting.**

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

**XX.02 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.03 An employee who intends to request leave under this article must give notice to the Employer as far in advance as possible before the requested period of leave.**

**XX.04 Leave under this article may be taken in one or more periods. Each period of leave shall not be less than seven decimal five (7.5)\* hours.**

**\*Note:** The number of hours for each collective agreement will be adjusted appropriately.

**APPENDIX C**  
**MEMORANDUM OF UNDERSTANDING 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 first day of the month following** 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.

**Starting on the first day of the month following the date of signature of this agreement and for a two-year period, the Employer further agrees to provide fifty thousand three hundred and twenty-five dollars (\$50,325) per month (for a total of \$1.2M) to fund a time-limited project to provide training tailored to the learning needs of occupational health and safety committees and representatives. For clarity, this temporary provision expires upon completion of the noted two-year period.**

~~The Employer further agrees to provide 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. 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.

EB: Appendix H

SV: Appendix J

TC: Appendix H

**APPENDIX D**  
**WORKFORCE ADJUSTMENT**

**6.4.6** All opting employees will be entitled to up to one thousand **two hundred** dollars (~~\$1,000~~ **1,200**) towards counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial and job placement counselling services.

EB : Appendix B

SV : Appendix I

TC : Appendix T

**APPENDIX F**  
**MEMORANDUM OF UNDERSTANDING BETWEEN THE**  
**TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE**  
**ALLIANCE OF CANADA WITH RESPECT TO**  
**IMPLEMENTATION OF THE COLLECTIVE AGREEMENT**

- 1. The effective dates for economic increases will be specified in the collective agreement. Other provisions of the collective agreement will be effective as follows:**
  - a. All components of the agreement unrelated to pay administration will come into force on signature of this agreement unless otherwise expressly stipulated.**
  - b. Changes to existing and new compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one hundred and eighty (180) days after signature of agreement, on the date at which prospective elements of compensation increases will be implemented under 2.a).**
  - c. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid as per the previous provisions until changes come into force as stipulated in 1.b).**
  
- 2. The collective agreement will be implemented over the following time frames:**
  - a. The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one hundred and eighty (180) days after signature of this agreement where there is no need for manual intervention.**
  - b. Retroactive amounts payable to employees will be implemented within one hundred and eighty (180) days after signature of this agreement where there is no need for manual intervention.**
  - c. Prospective compensation increases and retroactive amounts that require manual processing will be implemented within four hundred and sixty (460) days after signature of this agreement.**

### **3. Employee recourse**

- a. Employees in the bargaining unit for whom this collective agreement is not fully implemented within one hundred and eighty (180) days after signature of this collective agreement will be entitled to a lump sum of two hundred dollars (\$200) non-pensionable amount when the outstanding amount owed after one hundred and eighty-one (181) days is greater than five hundred dollars (\$500). This amount will be included in their final retroactive payment.**
- b. Employees will be provided a detailed breakdown of the retroactive payments received and may request that the compensation services of their department 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.**
- c. In such a circumstance, for employees in organizations serviced by the Public Service 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 Public Service Pay Centre, employees shall contact the compensation services of their department.**

EB : Appendix K

SV : Appendix L

TC : Appendix S

**AMENDMENTS TO PROVISIONS OF THE  
EDUCATION AND LIBRARY SCIENCE (EB) GROUP  
PROGRAM AND ADMINISTRATIVE SERVICES (PA) GROUP  
OPERATIONAL SERVICES (SV) GROUP  
TECHNICAL SERVICES (TC) GROUP  
COLLECTIVE AGREEMENTS  
AGREED TO AND SIGNED OFF BY THE PARTIES**

**ARTICLE 10  
INFORMATION**

**10.02** ~~The Employer agrees to supply each employee with a copy of this Agreement and will endeavour to do so within one (1) month after receipt from the printer.~~ **Employees of the bargaining unit will be given electronic access to the collective agreement. Where access to the agreement is deemed unavailable or impractical by an employee, the employee will be supplied with a printed copy of the agreement upon request once during the life of the current collective agreement.**

EB : Clause 11.02

SV : Clause 10.02

TC : Clause 10.02

**ARTICLE 12**  
**USE OF EMPLOYER FACILITIES**

**12.03** A duly accredited representative of the Alliance may be permitted access to the Employer's premises, including 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. **A representative appointed by the Alliance may be permitted access to employer premises on stated Alliance business. It is agreed that these visits will not disrupt the Employer's operations.** 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.

EB : Clause 9.03  
SV : Clause 12.03  
TC : Clause 12.03

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

Board of Directors meetings, Executive Board meetings, ~~and~~ conventions, conferences and committee meetings

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

- a. meetings of the Board of Directors of the Alliance,
- b. meetings of the National Executive of the components,
- c. Executive Board meetings of the Alliance, ~~and~~
- d. Conventions, **and conferences** of the Alliance, the components, the Canadian Labour Congress and the territorial and provincial Federations of Labour, **and**
- e. **Alliance recognized committee meetings of the Alliance, the components, the Canadian Labour Congress and the territorial and provincial Federations of Labour.**

EB : Clause 14.12

SV : Clause 14.12

TC : Clause 14.12



**ARTICLE 19**  
**NO DISCRIMINATION**

**19.01** There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or **practiced** ~~practised~~ 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, **genetic characteristics**, ~~mental or physical~~ disability, membership or activity in the Alliance or a conviction for which a pardon has been granted.

EB : Clause 16.01  
SV : Clause 19.01  
TC : Clause 19.01

**19.04** ~~Upon request by the complainant(s) and/or respondent(s),~~ **The Employer shall provide the complainant(s) and/or respondent(s) with** an official copy of the investigation report ~~shall be provided to them by the Employer,~~ subject to the Access to Information Act and Privacy Act.

EB : Clause 16.04  
SV : Clause 19.04  
TC : Clause 19.04

**ARTICLE 20**  
**SEXUAL HARASSMENT**

**20.04** ~~Upon request by the complainant(s) and/or respondent(s),~~ **The Employer shall provide the complainant(s) and/or respondent(s) with** an official copy of the investigation report ~~shall be provided to them by the Employer,~~ subject to the Access to Information Act and Privacy Act.

EB : Clause 17.04  
SV : Clause 20.04  
TC : Clause 20.04

**ARTICLE 24**  
**TECHNOLOGICAL CHANGES**

**24.02** In this article, “technological change” means:

- a. the introduction by the Employer of equipment or material, **system or software** of a different nature than that previously utilized, and
- b. a **significant** change in the Employer’s operation directly related to the introduction of that equipment or material, **system or software**.

EB : Clause 50.02

SV : Clause 24.02

TC : Clause 24.02

**ARTICLE 33**  
**LEAVE, GENERAL**

**33.09** An employee shall not earn **or be granted** leave credits under this agreement in any month **nor in any fiscal year** for which leave has already been credited **or granted** to him or her under the terms of any other collective agreement ~~to which the Employer is a party~~ or under other rules or regulations ~~of the Employer~~ **applicable to organizations within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*.**

EB : Clause 18.08

SV : Clause 36.08

TC : Clause 37.09

**ARTICLE 34**  
**VACATION LEAVE WITH PAY**

34.03 a.

- i. For the purpose of clause 34.02 **and 34.18** only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave.
- ii. For the purpose of clause 34.03(a)(i) only, effective April 1, 2012, on a goforward 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.

(...)

34.18 a. An employee shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 34.03. **For clarity, employees shall be credited the leave described in 34.18(a) only once in their total period of employment in the public service.**

Note: The references for each collective agreement will be adjusted appropriately:

EB: 20.03 a. For the purpose of clauses **20.02 and 20.17** only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave.

PA: 34.03 a. i. For the purpose of clauses **34.02 and 34.18** only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave.

SV: 37.03 a. i. For the purpose of clauses **37.02, and 37.02.1 and 37.02.2** only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave.

TC: 38.02 h. For the purpose of this clause **and 38.15** only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave.

EB : Clause 20.03(a)

SV : Clause 37.03(a)(i)

TC : Clause 38.02(h)

## APPENDIX D WORKFORCE ADJUSTMENT

### General Application

This appendix applies to all **indeterminate** employees. Unless explicitly specified, the provisions contained in Parts I to VI do not apply to alternative delivery initiatives.

### Definitions

#### 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 lump-sum 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 seventeen thousand dollars (\$17,000).

### References

The primary references for the subject of workforce adjustment are as follows:

- ~~Canada Labour Code, Part I~~
- ~~Financial Administration Act~~
- ~~Pay Rate Selection (Treasury Board Homepage, Organization, Human Resource Management, Compensation and Pay Administration)~~
- *Values and Ethics Code for the Public Service* Chapter 3: Post-Employment Measures.
- ~~Employer regulation on promotion~~
- ~~Policy on Termination of Employment in Alternative Delivery Situations (Treasury Board Manual, Human Resources volume, Chapter 1-13)~~
- *Public Service Employment Act*
- *Public Service Employment Regulations*
- *Federal Public Sector Labour Relations Act*
- *Public Service Superannuation Act*
- *NJC Integrated Relocation Directive*
- *Travel Directive*

### Enquiries

(...)

Enquiries by employees pertaining to a ~~priority in appointment~~ **priority entitlement** or to their status in relation to ~~the a priority entitlement~~ **priority entitlement** process should be directed to their departmental or organizational human resource advisors or to the Priority Advisor of the PSC responsible for their case.

## **Part I: roles and responsibilities**

### 1.1 Departments or organizations

*The parties recognize that outstanding proposals under clause 1.1 Departments and Organizations may impact the numbering of this clause. The parties agree that renumbering of this clause will be confirmed upon reaching agreement on outstanding items.*

**1.1.10** Departments or organizations shall send written notice to the PSC of an employee's surplus status, and shall send to the PSC such details, forms, resumés, and other material as the PSC may from time to time prescribe as necessary for it to discharge its function. **Departments or organizations shall notify the employee when this written notice has been sent.**

**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;
- f. the employee's current situation (for example, 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 requests for approval as soon as possible after being informed they will not be receiving a guarantee of a reasonable job offer;
- k. the Human Resources Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);
- l. preparation for interviews with prospective employers;
- m. feedback when an employee is not offered a position for which he or she was referred;
- n. repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;
- o. advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity; ~~and~~
- p. advising employee of the right to be represented by the Alliance in the application of this appendix-; **and**
- q. **the Employee Assistance Program (EAP).**

## **Part II: official notification**

### 2.1 Department or organization

**2.1.2** In any workforce adjustment situation which is likely to involve ten (10) or more indeterminate employees covered by this appendix, the department or organizations concerned shall notify the Treasury Board Secretariat of Canada, **in writing and** in confidence, at the earliest possible date and under no circumstances less than four (4) working days before the situation is announced.

## Part III: relocation of a work unit

### 3.1 General

- 3.1.4** Although departments or organizations will endeavour to respect employee location preferences, **in exceptional circumstances and in consultation with TBS, the deputy head may consider**, ~~nothing precludes the department or organization from~~ offering a relocated position to an employee in receipt of a guarantee of a reasonable job offer ~~from his or her deputy head~~, after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area.

## Part IV: retraining

### 4.2 Surplus employees

- 4.2.2** The home department or organization is responsible for ensuring that an appropriate retraining plan is prepared and is agreed to in writing by the employee and the delegated officers of the home and appointing departments or organization. The home department or organization is responsible for informing the employee in a timely fashion if a retraining proposal submitted by the employee is not approved. Upon request of the employee, feedback regarding the decision, **including the reason for not approving the retraining**, will be provided in writing.
- 4.2.3** Once a retraining plan has been initiated, its continuation and completion are subject to satisfactory performance by the employee. **Department or organizations will provide the employee with feedback in writing on the progress of the retraining plan on a regular basis.**

### 4.3 Laid-off persons

- 4.3.1** A laid-off person shall be eligible for retraining, provided that:
- a. retraining is needed to facilitate the appointment of the individual to a specific vacant position;
  - b. the individual meets the minimum requirements set out in the relevant selection standard for appointment to the group concerned;
  - c. there are no other available persons with priority who qualify for the position; and
  - d. the appointing department or organization cannot justify, **in writing**, a decision not to retrain the individual.



## **Part V: salary protection**

### 5.1 Lower-level position

- 5.1.1** Surplus employees and laid-off persons appointed to a lower-level position under this appendix shall have their salary and pay equity equalization payments, if any, protected in accordance with the salary protection provisions of this agreement or, in the absence of such provisions, the appropriate provisions of the *Regulations Respecting Pay on Reclassification or Conversion* **Directive on Terms and Conditions of Employment**.

## **Part VI: options for employees**

### **6.2 Voluntary departure programs**

#### 6.4 Options

- 6.4.7** ~~An opting employee~~ **person** who has received a TSM, pay in lieu of unfulfilled surplus period, or an education allowance, and is reappointed to the public service shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of such reappointment or hiring to the end of the original period for which the TSM or education allowance was paid.

## **Part VII: special provisions regarding alternative delivery initiatives**

### 7.2 General

- 7.2.2** There are three (3) types of transitional employment arrangements resulting from alternative delivery initiatives:

- a. Type 1, full continuity

Type 1 arrangements meet all of the following criteria:

- i. legislated successor rights apply; specific conditions for successor rights applications will be determined by the labour legislation governing the new employer;
- ii. the ~~Public Service~~ **Directive on Terms and Conditions of Employment Regulations**, the terms of the collective agreement referred to therein and/or the applicable compensation plan will continue to apply to unrepresented and excluded employees until modified by the new employer or by the FPSLREB pursuant to a successor rights application;

- iii. recognition of continuous employment, as defined in the *Public Service Directive on Terms and Conditions of Employment Regulations*, for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights; iv. pension arrangements according to the Statement of Pension Principles set out in Annex A or, in cases where the test of reasonableness set out in that Statement is not met, payment of a lump-sum to employees pursuant to 7.7.3;
- iv. pension arrangements according to the Statement of Pension Principles set out in Annex A or, in cases where the test of reasonableness set out in that Statement is not met, payment of a lump-sum to employees pursuant to 7.7.3;
- v. transitional employment guarantee: a two (2)-year minimum employment guarantee with the new employer;
- vi. coverage in each of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
- vii. short-term disability bridging: recognition of the employee's earned but unused sick leave credits up to the maximum of the new employer's LTDI waiting period.

#### Annex A: statement of pension principles

1. The new employer will have in place, or ~~His~~ Her Majesty in right of Canada will require the new employer to put in place, reasonable pension arrangements for transferring employees. The test of "reasonableness" will be that the actuarial value (cost) of the new employer pension arrangements will be at least six decimal five per cent (6.5%) of pensionable payroll, which in the case of defined-benefit pension plans will be as determined by the assessment methodology dated October 7, 1997, developed by Towers Perrin for the Treasury Board. This assessment methodology will apply for the duration of this agreement. Where there is no reasonable pension arrangement in place on the transfer date or no written undertaking by the new employer to put such reasonable pension arrangement in place effective on the transfer date, subject to the approval of Parliament and a written undertaking by the new employer to pay the employer costs, *Public Service Superannuation Act* (PSSA) coverage could be provided during a transitional period of up to a year.
2. Benefits in respect of service accrued to the point of transfer are to be fully protected.
3. ~~His~~ Her Majesty in right of Canada will seek portability arrangements between the Public Service Superannuation Plan and the pension plan of the new employer where a portability arrangement does not yet exist. Furthermore, ~~His~~ Her Majesty in right of Canada will seek authority to permit employees the option of counting their service with the new employer for vesting and benefit thresholds under the PSSA.

EB : Appendix B  
SV : Appendix I  
TC : Appendix T

## APPENDIX M

### 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 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 terms of this memorandum of understanding have been met.**

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 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. To support the Centre of Expertise on Mental Health, the parties agree to establish a renewed governance structure that includes 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. Each party will be responsible for determining their respective Advisory Board representatives. The number and the identity of their respective Advisory Board representative. The Advisory Board will establish terms of reference which may be amended by mutual consent.~~

~~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 20, 2024~~ **the expiry date of this collective agreement.**

EB : Appendix O

SV : Appendix P

TC : Appendix HH

## **NEW APPENDIX**

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO GENDER-INCLUSIVE LANGUAGE**

**This memorandum of understanding (MOU) 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 review of language in the EB, PA, SV and TC collective agreements.**

**The parties commit to establishing a Joint Committee to review the collective agreements to render the language more gender-inclusive in both official languages. The parties agree that any changes in language will not result in changes in application, scope or value.**

**To support this review and for purposes of consistency in the federal public service, the Employer will share with the Alliance tools and an approach previously developed to integrate gender-inclusive language into collective agreements.**

**The Joint Committee will be comprised of an equal number of representatives from the Employer and the Alliance. The Joint Committee will meet within ninety (90) days of the signing of the collective agreement and will endeavour to finalize the review and report to their principals by June 20, 2024. This timeline may be extended by mutual agreement.**

**This Memorandum of Understanding expires on the expiry date of this collective agreement.**

## **NEW APPENDIX**

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO A JOINT REVIEW ON EMPLOYMENT EQUITY, DIVERSITY AND INCLUSION TRAINING AND INFORMATION CONFLICT MANAGEMENT SYSTEMS**

**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).**

**The parties recognize the importance of a public service culture that fosters employment equity, diversity and inclusion (EEDI); one where all public service employees have a sense of belonging, and where difference is embraced as a source of strength.**

**The parties also recognize the importance of an inclusive informal conflict resolution experience where employees feel supported, heard and respected.**

**To that end, the parties commit to establish a Joint Committee to be co-chaired by the Employer and the Alliance who will guide the work of the Committee. The Committee will be comprised of an equal number of representatives of the Employer and the Alliance. Both parties will endeavour to ensure that the membership of the Committee reflects the diversity of the workforce.**

**The Committee shall meet within thirty (30) days of the ratification of the tentative agreement to establish the terms of reference and establish the frequency of meetings. Subject to the Co-Chairs' pre-approval, subject-matter experts (SME) may be resourced by the Employer and invited to contribute to the discussions, as required. They may also consider inviting representatives from the Joint Employment Equity Committee (JEEC) of the NJC to contribute to its work.**

- 1. The Committee will review existing training courses related to EEDI which are currently available to employees in the Core Public Administration (CPA) in order to:
  - a. Create an inventory of existing training courses;**
  - b. Identify potential training gaps in the inventory of existing training courses and possible options to address them;****
- 2. To ensure employees are fully aware of training opportunities available to them during their normal hours of work, the Committee will make recommendations on options to promote available EEDI training courses to employees.**

- 3. Recognizing that the informal conflict management approach is a pillar of workplace harassment and violence prevention, the Committee will review existing informal conflict management systems (ICMS) currently available to employees of the CPA to:
  - a. identify the specific needs for ICMS in departments or organizations;**
  - b. draw from existing research and best practices with regards to ICMS that take into consideration EEDI to make recommendations on measures to improve upon ICMS in the CPA.****

**The parties will endeavor to finalize the review and present the work of the Committee to their principals within one (1) year. This timeline may be extended by mutual agreement.**

**This memorandum of understanding expires on the expiry date of this collective agreement.**



## **NEW APPENDIX**

### **MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO MATERNITY AND PARENTAL LEAVE WITHOUT PAY**

**This memorandum of understanding (MOU) 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 review of language under the maternity leave without pay and parental leave without pay articles in the EB, PA, SV and TC collective agreements.**

**The parties commit to establishing a Joint Committee to review the maternity leave without pay and parental leave without pay provisions to identify opportunities to simplify the language. The parties agree that the opportunities identified will not result in changes in application, scope or value.**

**The Joint Committee will also compare the interactions between the collective agreements and the Employment Insurance Program and Québec Parental Insurance Plan.**

**The Joint Committee will be comprised of an equal number of representatives from the Employer and the Alliance. The Joint Committee will meet within ninety (90) days of the signing of the collective agreement and will endeavour to finalize the review and present the work of the Joint Committee to their principals within one (1) year from the signing of this collective agreement. This timeline may be extended by mutual agreement.**

**This MOU expires on the expiry date of this collective agreement.**

## **NEW APPENDIX**

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO PAY SIMPLIFICATION SOLUTIONS**

The purpose of this Memorandum of Understanding (MOU) is to confirm the parties' commitment to ongoing collaboration with regards to the identification of human resources (HR) and pay administration simplification solutions. The parties recognize that this exercise, may extend beyond the conclusion of negotiations for the current collective agreement.

Given the parties' shared commitment to these ongoing efforts, they may, by mutual consent, avail themselves of article 67\* should a revision be necessary to support one (1) or more solutions.

Efforts to identify human resources (HR) and pay administration simplification solutions will continue to focus on topics including but not limited to:

- a) acting administration;
- b) liquidation of leave;
- c) retroactive payments;
- d) allowances;
- e) general definitions;
- f) annual rates of pay;
- g) extra duty pay;
- h) union dues.

This MOU expires on the expiry date of this collective agreement, or upon implementation of the Next Generation HR and pay system, whichever comes first, unless otherwise agreed by the parties.

\*Note: The references for each collective agreement will be adjusted appropriately.

EB : Article 56

SV : Article 69

TC : Article 67

## LETTERS OF AGREEMENT

## **NEW - LETTER OF AGREEMENT TELEWORK**

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

*The following letter of agreement does not form part of the collective agreement.*

### **Letter of Agreement Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Telework**

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

The approval, implementation, and application of the Employer's Directive on Telework do not fall within the purview of this Letter of Agreement nor the collective agreement. The parties acknowledge that:

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

### **Departmental or Organizational Panel on Telework**

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

#### **The parties recognize:**

- a. That this letter of agreement does not negate any grievance rights as outlined in the *Federal Public Sector Labour Relations Act* and relevant regulations.

- b. The importance of a consistent application of the Employer's *Directive on Telework* which accounts for departmental realities and operations.
- c. The creation of such a panel to address matters related to telework support informal discussions and satisfactory resolution of such matters.

**Based on the above recognition, the parties agree that:**

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

**Joint Consultation Forum on the Employer's Directive on Telework**

The Employer also commits to establishing a Joint Consultation Committee for the review of the Employer's *Directive on Telework*. The Joint Consultation Committee will:

- Be co-chaired by the Employer and the Public Service Alliance of Canada who will guide the work of the Joint Committee.
- Be comprised of an equal number of representatives of the Employer and the Public Service Alliance of Canada.
- Subject to the co-chairs' pre-approval, subject-matter experts (SME) may be resourced by the Employer and invited to contribute to the discussions, as required.
- Will meet within ninety (90) days of the signing of the collective agreement and will endeavour to complete this consultation process within one (1) year from the initial Committee meeting.

## Information

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

This letter of agreement expires on June 20, 2025.

**NEW LETTER OF AGREEMENT**  
**SENIORITY**

*The parties agree to sign a Letter of Agreement with Respect to Seniority in the context of Workforce Adjustment Situations that will not form part of the collective agreement.*

Letter of Agreement Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Seniority in the context of Workforce Adjustment Situations

1. The parties agree to submit to the Public Service Commission of Canada the following proposal: reasonable job offers may be made in order of seniority, subject to the Employer's obligations under the Employment Equity Act and the application of Merit.
2. The Employer agrees to recommend to the Public Service Commission of Canada that it considers and studies the possibility of including seniority as per the above proposal in the *Public Service Employment Regulations*, in workforce adjustment situations where reasonable job offers can be made to some but not all surplus employees in a given work location.
3. The Public Service Alliance of Canada agrees to make representations to the Public Service Commission of Canada for the inclusion of seniority as per the above proposal in the *Public Service Employment Regulations* in workforce adjustment situations where reasonable job offers can be made to some but not all surplus employees in a given work location.

This Letter of Agreement expires on June 21, 2025.

## **EB GROUP SPECIFIC CHANGES**



**RATES OF PAY AND DURATION  
AS AGREED BY THE PARTIES ON APRIL 30, 2023  
AT THE COMMON ISSUES TABLE**

**APPENDIX “A”  
ANNUAL RATES OF PAY AND PAY NOTES**

**Rates of Pay (General Economic Increases)**

- Please refer to the Common Issues Table Tentative Agreement signed on April 30, 2023.

**One-Time Allowance Related to the Performance of Regular Duties:**

- Please refer to the Common Issues Table Tentative Agreement signed on April 30, 2023.

**EB group-specific increases:**

- Sub-group specific wage adjustment of **3.0%** for all employees in **Education Support (EU)**, effective **July 1, 2023**.
- Sub-group specific wage adjustment of **1.0%** for all employees in **Library Science (LS)**, effective **July 1, 2023**.

**Pay Line Adjustments**

- **July 1, 2023** – Pay Line Adjustment of **0.5%** to be applied to all employees in the following subgroups: **ED-EDS, ED-EST and ED-LAT**.

**APPENDIX “A”  
ANNUAL RATES OF PAY AND PAY NOTES**

**Annex A 1-2 Elementary and Secondary Teaching Sub-Group (ED-EST)**

**ED-EST Sub-Group pay notes**

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 biweekly basis.

**Effective on July 1, 2023, Pay Note 6 (Transitional provision) is deleted from the collective agreement. For greater certainty, both Pay Note 6 and this transitional language will be removed upon signature of the subsequent collective agreement.**

#### **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.

## **NATIONAL RATES**

**Effective January 1, 2024, implement national rates for 10-month principals, vice-principals and teachers (ED-EST) as well as teacher’s aides (EU) as follows:**

#### **Pay note X:**

**The restructure of regional ED-EST and EU 10-month annual rates of pay to national ED-EST and EU rates of pay for principals, vice-principals and teachers as well as teacher’s aides, effective according to the dates determined by clause 1.b) 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.**

**The implementation of these adjustments will be made in accordance with the implementation timelines as per Appendix K - Memorandum of Understanding with Respect to Implementation of the Collective Agreement**

**ARTICLE 63**  
**DURATION**

**63.01** The provision of this agreement will expire on June 30, **2025**.

**AMENDMENTS TO PROVISIONS OF THE  
EDUCATION AND LIBRARY SCIENCE (EB) GROUP  
COLLECTIVE AGREEMENT**

*The parties agree that these changes will not result in any retroactive payment or adjustment. They will form part of the implementation, on a prospective basis, of the new collective agreement once signed. For greater certainty, these changes will become effective as per the collective agreement implementation timelines negotiated at the PSAC Common Issues table.*

**ARTICLE 19  
SICK LEAVE WITH PAY**

**19.04 Medical Certificates**

**When a medical certificate is requested by the Employer, the employee will be reimbursed for the cost of the certificate, to a maximum of thirty-five dollars (\$35.00), upon provision of acceptable proof, for periods of absence of three (3) consecutive days or less.**

*(Renumber accordingly)*

## ARTICLE 22

### OTHER LEAVE WITH OR WITHOUT PAY

In any fiscal year, an employee is entitled to no more than fifteen (15) hours of combined personal and volunteer leave.

Effective on April 1 of the year following the signing of the collective agreement, clause 22.01 (Volunteer leave) is deleted from the collective agreement. For greater certainty, both the former clause 22.01 and this transitional language will be removed upon signature of the subsequent collective agreement.

#### 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.

#### 22.02 Bereavement leave with pay

(...)

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

(...)

#### 22.13 Leave with pay for family-related responsibilities

(...)

- 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;
- v. to attend school functions, if the supervisor was notified of the function as far in advance as possible;
- vi. to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
- vii. **to visit a family member who, due to an incurable terminal illness, is nearing the end of their life;**
- viii. ~~seven decimal five (7.5)~~ **fifteen (15)** 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.

(...)

## **22.17 Leave with or without pay for other reasons**

(...)

**In any fiscal year, an employee is entitled to no more than fifteen (15) hours of combined personal and volunteer leave.**

### **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

**Effective on April 1 of the year following the signing of the collective agreement, paragraph 22.17 (b) is deleted from the collective agreement. Effective on April 1 of the year following the signing of the collective agreement, the wording in clause 22.01 is replaced with the following:**

### **22.01: 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, fifteen (15) hours of leave with pay for reasons of a personal nature. This leave can be taken in periods of seven decimal five (7.5) hours or three decimal seven five (3.75) hours each.**

**The leave will be scheduled at a time convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such time as the employee may request.**

## ARTICLE 23

### EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT

#### 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 clause 23.10.

#### 23.10

(...)

- f. **The Employer endeavours to respond in writing in a timely fashion to requests for professional development. In the case of denial, the Employer shall give the written reason, upon request from the employee.**

(...)

#### 23.14 Attendance at conferences, symposiums, workshops or conventions, and other gatherings of a similar nature

(...)

- b. An employee who attends a conference, **symposium, workshop, or convention, and other gatherings of a similar nature** at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, on travel status.

(...)

- d. **The Employer endeavours to respond in writing in a timely fashion to requests to attend events specified in point b. In the case of denial, the Employer shall give the written reason, upon request from the employee.**

- e. An employee shall not be entitled to any compensation under Articles 27 and 48 in respect of hours he or she is in attendance at or travelling to or from a conference or convention, under the provisions of this clause, except as may be provided in paragraph 23.16(b).

#### 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.

(...)

- 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. **The Employer endeavours to respond in writing in a timely fashion to requests for professional development. In the case of denial, the Employer shall give the written reason, upon request from the employee.**

- 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 25

### CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE

~~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 **Correctional Service Specific Duty Allowance (CSSDA)** shall be payable to incumbents of specific positions in the bargaining unit within **the** Correctional Service of Canada (**CSC**). The allowance provides additional compensation to an incumbent of a position who performs certain duties or responsibilities specific to **CSC** ~~Correctional Service of Canada~~ (that is, 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 **value of the** CSSDA shall be two thousand **one hundred forty** dollars ~~(\$2,000)~~ (**\$2,140**) 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.

**ARTICLE 30**  
**SHIFT PREMIUMS AND WEEKEND PREMIUMS**

**30.01 Shift premium**

A shift work employee whose hours of work are scheduled pursuant to clauses 43.04, 44.11 and 45.04 will receive a shift premium of ~~one dollar and fifty cents (\$1.50)~~ **two dollars and twenty-five cents (\$2.25)** per hour for all hours worked, including overtime hours, between 4 pm and 8 am. The shift premium will not be paid for hours worked between 8 am and 4 pm.

**30.02 Weekend premium**

An employee working on shifts during a weekend will receive an additional premium of ~~one dollar and fifty cents (\$1.50)~~ **two dollars and twenty-five cents (\$2.25)** per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.

**ARTICLE 48**  
**OVERTIME**

**48.11 Meals**

(...)

- d. Paragraphs 48.11(a) and (b) shall not apply:
  - i. to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals
  - or**
  - ii. **to an employee who has obtained authorization to work at the employee's residence.**

## ANNEX C

*The parties agreed to and signed the following items during the course of negotiations.*

*The items below form part of this offer, unless otherwise specified.*

### ADMINISTRATIVE CHANGES - LEGAL TITLES

#### **Replace applied titles with legal titles.**

Replace 'Department of National Defence Canada' with 'Department of National Defence'.

#### **44.12**

No changes needed in the English version.

#### **Article 46: pedagogical break**

This article applies to employees in the Elementary and Secondary Teaching (ED-EST) subgroup who work for a period of twelve (12) months, to employees in the Language Teaching ED-LAT subgroup, to employees in the Language Instructor and Physical Education subgroups of the Educational Support (EU) group, and to employees in the Education Services ED-EDS subgroup employed at the Department of National Defence ~~Canada~~ who regularly teach.

#### **Appendix A, Annex A1-2**

##### **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.

Replace 'Department of Indian and Northern Affairs Canada (INAC)' with 'Department of Indigenous Services (ISC)'.

## **Article 41: termination or transfer of operations**

41.05 When an official application to negotiate the takeover of a school is received from a band council, the ~~Department of Indian and Northern Affairs Canada~~ **Department of Indigenous Services** will notify the appropriate Alliance representative as soon as possible.

## **Article 44: work year and hours of work for the ED-EST Sub-Group and EU Group**

### ~~Indian and Northern Affairs Canada~~ **Department of Indigenous Services**

#### **44.01 Employees who work a ten (10) month work year**

- a. "School year" applicable to an employee of the ~~Department of Indian and Northern Affairs Canada~~ **Department of Indigenous Services**, means the period extending from September 1 to August 31 of the following year. The number of working days in the school year shall not exceed those designated by the province, territory or provincial school unit within which geographical area the employee is working. Working days will include teaching days and professional development days.
- b. Employees of the ~~Department of Indian and Northern Affairs Canada~~ **Department of Indigenous Services** who work a ten (10) month work year and who wish to leave the service before the beginning of the next school year will make every effort to submit their resignation no later than the 30th of April and shall provide one (1) month's notice of resignation to the Employer if they wish to leave the service during the school year.

#### **Paragraph (c) applies only to ED-EST Sub-Group**

- c. A teacher at the ~~Department of Indian and Northern Affairs Canada~~ **Department of Indigenous Services** shall have, as a minimum, an average of forty (40) minutes per day of uninterrupted preparation time during classroom hours. Effective September 1, 2011, a teacher at the ~~Department of Indian and Northern Affairs Canada~~ **Department of Indigenous Services** shall have, as a minimum, an average of forty-four (44) minutes per day of uninterrupted preparation time during classroom hours. Effective September 1, 2012, a teacher at the ~~Department of Indian and Northern Affairs Canada~~ **Department of Indigenous Services** shall have, as a minimum, an average of forty-eight (48) minutes per day of uninterrupted preparation time during classroom hours. Each unit of preparation time shall be no less than twenty (20) minutes. Preparation time shall not include any teaching or supervisory responsibilities and shall not have an impact on the daily number of instructional minutes.

### **Clauses 44.09 to 44.14 inclusively apply only to the ED-EST Sub-Group**

#### **44.09 Teachers who work a twelve (12) month work year**

- a. Guidance and Vocational Counsellors in the ~~Department of Indian and Northern Affairs Canada~~ **Department of Indigenous Services** shall be on a twelve (12)

month work year and the workday for such an employee shall be seven decimal five (7.5) hours or such lesser period as the Employer may schedule.

## **Article 49: allowances**

### **49.07 One-room school allowance**

A teacher employed in the ~~Department of Indian and Northern Affairs Canada~~ **Department of Indigenous Services** as the only teacher in a one-room school shall be paid an allowance:

## **Article 62: reimbursement of teacher expenses**

62.01 Those teachers within ~~INAC~~ **the Department of Indigenous Services**, 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.

## **Appendix “A”, Annex “A1”**

*Multiple references in pay grid headers throughout Appendix “A”, Annex “A1”*

~~Indian and Northern Affairs Canada~~ **Department of Indigenous Services**

## **Appendix “A”, Annex “A1-2”**

*Multiple references in pay grid headers throughout Appendix “A”, Annex “A1-2”*

~~Indian and Northern Affairs Canada~~ **Department of Indigenous Services**

## **\*\*ED-EST Sub-Group pay notes**

4. A teacher in the ~~Department of Indian and Northern Affairs Canada~~ **Department of Indigenous Services** 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~~ **the Department of Indigenous Services** on a biweekly basis.  
[...]
9. This applies to teachers in the ~~Department of Indian and Northern Affairs~~

~~Canada~~ **Department of Indigenous Services**. The following professional certification and academic qualifications are required for placement of an employee at the various levels of the principals and vice-principals education-experience grid:

### **EU Group pay notes**

5. The Employer will pay employees of the ~~Department of Indian and Northern Affairs Canada~~ **Department of Indigenous Services** on a biweekly basis.
6. An employee in the ~~Department of Indian and Northern Affairs Canada~~ **Department of Indigenous Services** 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 the employee's school year at the rate of pay that becomes on the commencement of the following school year.

### **Appendix "D"**

#### **Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada With Respect to Class Size and Class Size Related Issues for ~~INAC~~ the Department of Indigenous Services Schools**

The parties adhere to the principle that as a profession ~~Indian and Northern Affairs Canada~~ **Department of Indigenous Services (INAC-ISC)** is required to adopt, at a minimum, the provincial standards for education that have been established under the relevant legislation and regulations applicable within the province in which the ~~INAC~~ **Department of Indigenous Services** schools are located.

The parties agree to the establishment of a Local Class Size Committee in each community where federal ~~INAC~~ **Department of Indigenous Services** schools are located.

## **ADMINISTRATIVE CHANGES**

### **REFERENCES TO CASH**

Remove all references to “cash” from the agreement and appendices.

#### **Appendix B – Workforce adjustment**

##### **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~~ **lump-sum** payment based on the employee’s years of service, as per Annex B.

#### **6.4.1**

- b. Transition support measure (TSM) is a ~~cash~~ **lump-sum** 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.



**ARTICLE 18**  
**LEAVE, GENERAL**

~~18.05 An employee who, on the day that this agreement is signed, is entitled to receive furlough leave, that is to say, five (5) weeks' leave with pay upon completing twenty (20) years of continuous employment, retains his or her entitlement to furlough leave subject to the conditions respecting the granting of such leave that are in force on the day that this agreement is signed.~~

**ARTICLE 21**  
**DESIGNATED PAID HOLIDAYS**

**21.01** Subject to clause 21.02, the following days shall be designated paid holidays for employees:

- a. New Year's Day,
- b. Good Friday,
- c. Easter Monday,
- d. the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday, e. Canada Day,
- f. Labour Day,
- g. National Day for Truth and Reconciliation**
- ~~h.g.~~ the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- ~~i.h.~~ Remembrance Day,
- ~~j.i.~~ Christmas Day,
- ~~k.j.~~ Boxing Day,
- ~~l.k.~~ one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August,
- ~~m.l.~~ one additional day when proclaimed by an Act of Parliament as a national holiday.

**ARTICLE 26**  
**PAY ADMINISTRATION**

~~**26.08** When the regular payday for an employee falls on his or her day of rest, every effort shall be made to issue his or her cheque on his or her last working day, provided it is available at his or her regular place of work.~~

(new)

**26.09** Payments provided under the overtime, reporting pay, designated paid holiday, call-back, and standby provisions shall not be pyramided, that is, an employee shall not receive more than one compensation for the same service.

(renumber accordingly)

**ARTICLE 28**  
**CALL-BACK PAY**

~~**28.04** Payments provided under the overtime, reporting pay, designated paid holiday, standby provisions and clause 28.01 above shall not be pyramided, that is, an employee shall not receive more than one compensation for the same service.~~

(renumber accordingly)

## ARTICLE 29

### STANDBY

~~29.06~~ Payments provided under the overtime, reporting pay, designated paid holidays, call back pay provisions and clause 29.04 above shall not be pyramided, that is, an employee shall not receive more than one compensation for the same service.

(renumber accordingly)

**ARTICLE 38**  
**PART-TIME EMPLOYEES**

(...)

**Designated holidays**

**38.06** A part-time employee shall not be paid for designated holidays but shall instead be paid four ~~and one quarter~~ **decimal six** per cent (~~4-1/4~~ **4.6%**) for all straight-time hours worked.

(...)

## **ARTICLE 49 ALLOWANCES**

This article applies to employees certified in the Elementary and Secondary Teaching (ED-EST) Sub-Group.

Where the employee is entitled to an allowance provided in clauses 49.01, 49.02, 49.03, 49.05, ~~and 49.07~~ **and 49.09** for less than a full work year, the amount of the allowance will be pro-rated on the basis of the percentage of the work year he or she was so employed.

(...)

### **49.09 Specialist Indigenous Languages**

**A teacher employed in Indigenous Services Canada (ISC) who is qualified and assigned to teach an Indigenous language in the following school locations will receive an allowance of \$1,015 per annum:**

- **Tyendinaga, Ontario**
- **Six Nations of the Grand River, Ontario**
- **Cold Lake First Nations, Alberta**

**To qualify for the allowance, a teacher must satisfy ISC of their qualifications to teach an Indigenous language.**

**It is understood that only one allowance will be paid under clause 49.09.**

## APPENDIX "F"

### MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO EDUCATION AND EXPERIENCE GRID FOR THE ED-EST EMPLOYEES

*Delete.*

~~The parties agree to establish a joint committee comprised of equal representation to meet within sixty (60) days of the signing of the present agreement. The committee will review:~~

- ~~• the professional qualifications of teachers and supervisory personnel (that is, assistant principals, principals, etc.) required by provincial Ministries of Education and Colleges of Teachers for employment in elementary and secondary education.~~
- ~~• the existing definitions related to "teacher education" to ensure compliance with provincial standards by INAC and CSC and review accordingly the current definitions of qualifications and experience for grid placement.~~
- ~~• the regional pay grids of ten (10) month and twelve (12) month ED-EST to reflect revised pay notes.~~

~~The committee will submit its findings and its recommendations to the parties within six (6) months of its first (1st) meeting.~~

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



**APPENDIX "I"**

**LETTER OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE  
PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO THE  
CLASSIFICATION REVIEW**

*Delete.*

~~Unless otherwise agreed with the Alliance, the Employer agrees not to enter into collective bargaining with respect to modifications to the EB rates of pay related to classification review during the life of the present agreement until notice to bargain has been served.~~

## NEW APPENDIX

**Memorandum of Understanding Between the Treasury Board and the  
Public Service Alliance of Canada in Respect of the  
Education and Library Science Group:  
Allowance for Early Childhood Educators (ECE)**

1. In an effort to recognize their expanded professional role, the Employer will provide an allowance to Early Childhood Educators employed by Indigenous Services Canada (ISC).
2. The parties agree that employees who are assigned by ISC to perform the duties of Early Childhood Educators shall be eligible to receive an allowance in the following amount and subject to the following conditions:
  - a. Effective on date of signature of the collective agreement, employees in an Education Support (EU) sub-group who are qualified, licensed and perform the duties of Early Childhood Educators shall be eligible to receive an allowance to be paid biweekly;
  - 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 amount is equivalent to the annual amount set out below divided by two hundred and sixty decimal eighty-eight (260.88);

**Early Childhood Educator (ECE) Allowance**

<b>Annual Allowance</b>
<b>\$3,500</b>

- c. The allowance will be added to the calculation of the weekly rate of pay for the maternity and parental allowances payable under Clause 22.04 and 22.07 of this collective agreement;
  - d. The allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this agreement.
3. A part-time employee receiving the allowance 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.
4. Where the employee is entitled to an allowance for less than a full work year, the amount of the allowance will be pro-rated based on the percentage of the work year he or she was so employed.
5. An employee shall not be entitled to the allowance for periods he/she is on leave without pay or under suspension.