



# **TREASURY BOARD NEGOTIATIONS 2007**

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**EDUCATION AND LIBRARY SCIENCE  
(EB)**

**BARGAINING DEMANDS**

**APRIL 27, 2007**

This document represents bargaining proposals of the Public Service Alliance of Canada for this round of negotiations for the Education and Library Science group (EB). These proposals are being submitted without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

The Public Service Alliance of Canada reserves the right to introduce, amend, withdraw its demands or to introduce counter proposals to the Employer's demands.

If neither party has a proposal on a specific clause or article, that clause or article shall be renewed.

## ARTICLE 2 INTERPRETATION AND DEFINITIONS

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### NEW

**"Family" means father, mother, (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law partner resident with the employee), child (including child of common-law partner), stepchild or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, aunt, uncle, niece, nephew, cousin, and relative permanently residing in the employee's household or with whom the employee permanently resides.**

(Remove definitions of family contained in Bereavement Leave and Family Related Leave articles. Amend all references in the collective agreement to immediate family to read family.)

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

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Replace current Article 14 with the following:

- 14.01** The Employer will grant leave with pay to an employee who is a party, witness, or representative, in any proceeding under the *Public Service Labour Relations Act* - including but not limited to a complaint, adjudication, application, mediation, a Public Interest Commission, or arbitration process under that Act.
- 14.02** The employer will grant leave with pay to an employee who is an advisor to a PSAC representative in any proceeding referred to in article 14.01.
- 14.03** During the grievance process, the employer will grant leave with pay to:
- (a)** Allow an employee and his/her representative to discuss a grievance or prepare for a grievance level hearing,
  - (b)** Allow an employee to attend at a meeting called by the employer,
  - (c)** Allow an employee to attend at a meeting with the employer that is requested by the employee,
  - (d)** Allow an employee to participate in an Informal Conflict Management System or Alternate Dispute Resolution process – whether or not a grievance has been filed,
  - (e)** Allow an employee’s representative to attend a meeting referred to in article 14.03(b), (c) or (d),
  - (f)** Any other meeting between the PSAC and the Employer not otherwise specified in this article.
- 14.04** The employer will grant leave with pay to allow an employee to attend a union-management consultation process or to participate in a joint education or training program.
- 14.05 (i)** Where operational requirements permit, the employer will grant leave with pay to an employee, or a reasonable number of employees, to participate in:
- (a)** a union training or education program,
  - (b)** contract negotiations meetings on behalf of the PSAC,

- (c) preparatory contract negotiations meetings,
- (d) meetings of the National Board of Directors of the PSAC, National Executives of the Components, Executive Board Meetings of the PSAC, and conventions of the PSAC, Components, Canadian Labour Congress and Territorial and Provincial Federations of Labour.

(ii) Requests for such leave shall not be unreasonably denied.

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

**14.07** Where leave with pay is granted to an employee under article 14.05, the PSAC will reimburse the employer for the salary costs of the employee during the period of approved leave with pay.

## ARTICLE 16 NO DISCRIMINATION

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### Amend as follows:

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

**ARTICLE 19**  
**SICK LEAVE WITH PAY**

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**NEW**

**19.09 Term employees who are rehired after a break in service of less than one year shall have all unused sick leave credits restored.**

**ARTICLE 20**  
**VACATION LEAVE WITH PAY**

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**Amend as follows:**

**20.02 Accumulation of Vacation Leave Credits**

4 weeks to start plus an additional ½ of a working day per year that the employee has worked in the federal public service:

<b>Years of Service</b>	<b>Proposed Entitlement</b>
<1	4 weeks
1	4 weeks plus a half a day
2	4 weeks plus a day
3	4 weeks plus 1 day and a half
4	4 weeks plus 2 days
5	4 weeks plus 2½ days
6	4 weeks plus 3 days
7	4 weeks plus 3½ days
8	4 weeks plus 4 days
9	4 weeks plus 4½ days
10	5 weeks
11	5 weeks plus a half a day
12	5 weeks plus a day
13	5 weeks plus 1 day and a half
14	5 weeks plus 2 days
15	5 weeks plus 2½ days
16	5 weeks plus 3 days
17	5 weeks plus 3½ days
18	5 weeks plus 4 days
19	5 weeks plus 4 ½ days
20	6 weeks
21	6 weeks plus a half a day
22	6 weeks plus a day
23	6 weeks plus 1 day and a half
24	6 weeks plus 2 days
25	6 weeks plus 2 ½ days
26	6 weeks plus 3 days
27	6 weeks plus 3½ days
28	6 weeks plus 4 days
29	6 weeks plus 4 ½ days
30	7 weeks

### 20.03

- (a) For the purpose of clause 20.02 only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Public Service within one year following the date of lay-off.
- (b) Notwithstanding (a) above, an employee who was a member of the bargaining unit on (the date of signing of the Collective Agreement – May 17, or 18, or 19, 1989) or an employee who became a member of the bargaining unit between (the date of signing of the Collective Agreement – May 17, or 18, or 19, 1989) and May 31, 1990 shall retain, for the purpose of “service” and of establishing his or her vacation entitlement pursuant to this Article, those periods of former service which had previously qualified for counting as continuous employment, until such time as his or her employment in the Public Service is terminated.
- (c) **Service referred to in (a) above shall be deemed to include all breaks in employment between periods of student or term employment within the Public Service that are not separated by a period of more than one calendar year without employment.**

### 20.08

- (a) The leave entitlement for the current vacation year shall be used first.
- (b) Where in any vacation year, an employee has not been granted all of the annual leave credited to him or her, the unused portion of annual leave shall be carried over into the following year, ~~except that the unused portion of annual leave in excess of two hundred and twenty five (225) hours shall be automatically converted into cash, by multiplying the number of days to which the excess leave credits correspond by the daily rate of pay applicable to the classification prescribed in the employee’s certificate of employment of his or her substantive position in effect on the last day of the preceding fiscal year.~~
- (c) ~~Notwithstanding paragraph (b), during any vacation year,~~ **Upon** ~~upon~~ application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred and twelve decimal five (112.5) hours may be paid in cash at the employee’s daily rate of pay as calculated from the classification prescribed in the certificate of appointment of the employee’s substantive position on March 31<sup>st</sup> of the previous vacation year.
- (d) When in a vacation year, an employee has applied for vacation leave with pay, in accordance with Clause ED 20.05 or LS/EU 20.05, and was not granted all the leave requested, the portion of the yearly entitlement of leave that was not

granted should be rescheduled by mutual agreement into the next vacation year. Such mutual agreement shall not be unreasonably withheld.

- (e) ~~While vacation leave credits shall normally not exceed two hundred and twenty five (225) hours in excess of the current year entitlement, an employee may request, in exceptional circumstances, to carry over additional vacation leave credits for specific purposes. Such request shall include the duration and purpose of the carry over.~~

The union reserves the right to introduce contract language related to vacation scheduling after discussion with the Employer.

**ARTICLE 22.02**  
**BEREAVEMENT LEAVE WITH PAY**

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**Amend as follows:**

- (a) Move definition of family to Article 2 Interpretation and Definitions**

**Renumber**

- (a)** When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of five (5) consecutive calendar **working** days. ~~which must include the day of the funeral.~~ During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to **five (5)** ~~three (3)~~ days' leave with pay for the purpose of travel related to the death.
- (b)** An employee is entitled to **three (3)** ~~one (1)~~ day's bereavement leave with pay for the purpose related to the death of his or her son-in-law, daughter-in-law, brother-in-law, sister-in-law, **co-worker or close friend.**
- (c)** If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses **(a) and (b)**, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- (d)** It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses **(a) and (b)**.
- (e) An employee who has bereavement responsibilities for a deceased member of an aboriginal community that has a traditional bereavement period of ten (10) days shall be entitled to a bereavement period of ten (10) consecutive calendar days.**

**ARTICLE 22.04**  
**MATERNITY ALLOWANCE**

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**Amend as follows:**

**22.04 (a) (iii)**

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

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

however, an employee whose specified period of employment expired and who is rehired ~~in any portion of the Public Service of Canada as specified in Part I of Schedule I of the *Public Service Staff Relations Act*~~ within a period of ninety (90) days or less, **or an employee taking a position with an organization listed in Schedules I to V of the *Financial Administration Act*** is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

**ARTICLE 22.07  
PARENTAL ALLOWANCE**

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**Amend as follows:**

**22.07 a) (iii)**

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

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

however, an employee whose specified period of employment expired and who is rehired in any portion of the ~~Public Service of Canada as specified in Part I of Schedule I of the *Public Service Staff Relations Act*~~ within a period of ninety (90) days or less, **or an employee taking a position with an organization listed in Schedules I to V of the *Financial Administration Act*** is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

**ARTICLES 22.09 and 22.10**  
**LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY AND**  
**~~NURTURING OF PRE SCHOOL AGE CHILDREN AND LEAVE WITHOUT~~**  
**~~PAY FOR THE LONG TERM CARE OF A PARENT~~**

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Replace 22.09 and 22.10 with the following:

**22.09**

- i) Both parties recognize the importance of access to leave for the purpose of care for the immediate family.**
  
- ii) Subject to clause 22.09 i), an employee shall be granted leave without pay for the care of family in accordance with the following conditions:**
  - (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;**
  
  - (b) leave granted under this article shall be for a minimum period of three (3) weeks;**
  
  - (c) the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the Public Service;**
  
  - (d) leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.**
  
- iii) An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.**
  
- iv) All leave granted under Leave Without Pay for the Long-Term Care of a Parent or under Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of previous Education and Library Science collective agreements or other agreements will not count towards the calculation of the maximum amount of time allowed for Care of Immediate Family during an employee's total period of employment in the Public Service.**

## **Transitional provisions**

**These transitional provisions are applicable to employees who have been granted and have proceeded on leave on or after the date of signature of this agreement.**

- (a) An employee who, on the date of signature of this agreement, is on Leave Without Pay for the Long-Term Care of a Parent or on Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of a previous agreement continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.**
  
- (b) An employee who becomes a member of the bargaining unit on or after the date of signature of this agreement and who is on Leave Without Pay for the Long-Term Care of a Parent or on Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of another agreement, continues on that leave for the approved duration or until the employee's return to work before the end of the approved leave.**

**ARTICLE 22.13**  
**LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES**

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Amend as follows:

- (a) **Move definition of family to Article 2 Interpretation and Definitions**
- (b) The total leave with pay which may be granted under this clause shall not exceed **seventy five (75)** ~~thirty seven decimal five (37.5)~~ hours in a fiscal year.

## **ARTICLE 22.15 INJURY ON DUTY LEAVE**

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Replace current Article 22.15 with the following:

- i) When an employee is unable to work because of:**
  - (a) a personal injury received in the performance of his or her duties,**  
**or**
  - (b) an industrial illness or a disease arising out of and in the course of the employee's employment,**

**for which the employee has made a claim to the applicable workers' compensation authority in accordance with the *Government Employees Compensation Act*, he or she shall be granted injury-on-duty leave with pay for the period of time that the workers' compensation authority has recognized that the employee was unable to work because of an injury, illness or disease as described in (a) or (b).**
- ii) Should the employee receive compensation for loss of pay from the relevant workers' compensation authority in relation to his or her claim, the employee will remit the full amount to the Receiver General of Canada.**

**ARTICLE 22.17**  
**LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS**

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**Amend as follows:**

(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 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.

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

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**Amend as follows:**

### **23.03**

Applications for education leave must normally be submitted to the Employer by April 1<sup>st</sup> of the previous school year. ~~by all employees except employees of the Department of Indian and Northern Affairs Canada, who are required to submit their applications for leave to the Employer prior to January 31<sup>st</sup>.~~

### **23.06**

Education leave shall be granted to the maximum possible number of employees who make application for such leave, but in any case shall be not less than ~~one per cent (1%)~~ **three per cent (3%)** of the total number of person-years in the respective sub-group, **exclusive of travel and related costs**, as determined on April 1<sup>st</sup> of each year.

### **Professional Development**

#### **23.12 Professional Development**

The Union reserves the right to introduce contract language related to professional development after discussion with the Employer.

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

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**Amend as follows:**

**26.07**

- (a) When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least **one (1) full working day** ~~three (3) consecutive working days~~, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.
  
- ~~(b) When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.~~

## ARTICLE 27 TRAVELLING TIME

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**Amend as follows:**

### **27.04**

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

### **NEW**

### **27.07**

**If an employee is required to travel as set forth in clauses 27.02 and 27.03, the Employer shall pay one hundred per cent (100%) of the cost of child care and/or the cost of home care for an aged or disabled parent or family member who permanently resides with the employee, or with whom the employee permanently resides, upon submission of receipts.**

## ARTICLE 45 WORK YEAR AND HOURS OF WORK FOR THE ED-EST SUB-GROUP AND EU GROUP

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Amend as follows:

### 45.01

**Paragraph c) applies only to the ED-EST Sub-group**

- c) A teacher at the Department of Indian and Northern Affairs Canada shall have, as a minimum, an average of ~~thirty-five (35)~~ **forty (40)** minutes per day 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.

### 45.03

The commencement and termination of the school day of an employee covered by clause 45.01 shall be in accordance with the practice prevailing in non-federal schools in the province or territory in which the school is located, with the additional provision that employees shall be required to be on duty fifteen (15) minutes before the time of opening of school in the morning. **Teachers shall not be required to undertake supervisory duties after the termination of the school day.**

### 45.06

**Paragraph a) applies only to the ED-EST Sub-group**

- a) ~~Unless it is impractical for the Employer to have persons other than teachers provide lunch hour supervision, the teachers will be relieved of such supervisory duties.~~ **Teachers shall be entitled to two (2) rest periods of fifteen (15) minutes each during each school day, and to a lunch period of forty (40) minutes, free from supervisory duties.**

**Paragraph (b) applies only to EU gorup**

- b) Where teacher aides are required to provide lunch-hour supervision, such teacher aides shall be granted an equivalent period of time for their lunch period as close as possible to the mid-point of the school day. **Teacher aides shall also be entitled to two (2) rest periods of fifteen (15) minutes each during each school day.**

**NEW**

**Paragraph c) applies only to the ED-EST Sub-group**

- c) Teachers shall be entitled to one in-school but non-instructional, non-contact day per term to attend to administrative duties.**

**Correctional Service Canada**

45.10 The Union reserves the right to introduce contract language related to preparation time after discussion with the Employer.

## ARTICLE 47 PEDAGOGICAL BREAK

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### Amend as follows:

This article applies to **all** employees in the ~~Elementary and Secondary Teaching (ED-EST) sub-group employed at Correctional Service Canada who work for a period of twelve (12) months. , to employees in the Language Teaching ED-LAT sub-group, and to employees in the Language Instructor and Physical Education sub-groups of the Educational Support (EU) group.~~

### 47.01

Employees shall be granted a pedagogical break **breaks** which will include ~~all calendar days between December 25 and January 2 inclusively.~~ **the same designated holidays, Christmas break and mid-winter break as observed by school boards of the province or territory in which he or she works.** During ~~this~~ these periods, employees are entitled to ~~four (4) days of leave with pay, in addition to any three (3)~~ designated paid holidays as provided for under clause 21.01 of this agreement.

**ARTICLE 49  
OVERTIME**

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**Delete Article 49.01 and renumber the remaining clauses.**

## ARTICLE 58

### MATERNITY-RELATED REASSIGNMENT OR LEAVE

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**Amend as follows:**

**58.01** An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of ~~the twenty-fourth (24<sup>th</sup>) week following the birth~~ **the nursing period**, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child. On being informed of the cessation, the Employer, with the written consent of the employee, shall notify the appropriate work place committee or the health and safety representative.

**58.05** Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence ~~without~~ **with** pay to the employee for the duration of the risk as indicated in the medical certificate. ~~However, such leave shall end no later than twenty-four (24) weeks after the birth.~~

**ARTICLE 61**  
**LEAVE FOR ED-EST AND EU EMPLOYEES WHO WORK A TEN**  
**(10)-MONTH WORK YEAR**

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61.01 The Employer shall grant ED-EST and EU employees who work a ten-month (10) work year up to fifteen (15) hours of leave with pay within each school year for personal reasons, at a time requested by the employee, ~~provided the employee gives the Employer advance notice prior to the commencement of the leave of at least five working days.~~

## **NEW ARTICLE PRE-RETIREMENT TRANSITION LEAVE**

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**Employees who are within four (4) years of retirement may reduce the length of their workweek by up to forty percent (40%). Pay for participating employees would be adjusted to reflect the shorter workweek, but their pension and benefits coverage, as well as premiums or contributions, would continue at prearrangement levels. Employees may take Pre-Retirement Transition Leave for up to four (4) years, but must agree to retire at the end of the leave period.**

## **NEW ARTICLE SOCIAL JUSTICE FUND**

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**The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the bargaining unit, commencing on the date that the PSAC Social Justice Fund receives charitable status from the Canada Revenue Agency. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.**

**NEW ARTICLE  
NO CONTRACTING OUT**

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**XX.01** There shall be no contracting out or privatisation of bargaining unit work, except by explicit mutual agreement in writing between the Union and the Employer.

**XX.02** The employer shall bring all currently sub-contracted bargaining unit work back into the bargaining unit. The parties shall meet within ninety (90) days of ratification to ensure full compliance with this Article.

## **NEW ARTICLE COMPASSIONATE CARE LEAVE**

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**XX.01 Both parties recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.**

**XX.02 For the purpose of this Article, family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), parents of spouse, child (including child of common-law spouse), stepchild or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, any relative permanently residing in the employee's household or with whom the employee permanently resides, and any other person who is a member of a class of persons prescribed for the purposes of this definition "family member" in sub-section 23.1[1] of the *Employment Insurance Act*.**

**XX.03 Subject to clause XX.02, an employee shall be granted leave without pay for the compassionate care of family in accordance with the following conditions:**

- (a) an employee shall notify the Employer in writing the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;**
- (b) an employee shall provide the Employer a copy of a medical certificate as proof that the ill family member needs care or support and is at significant risk of death within 26 weeks. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.**

**XX.04 Leave granted under this article shall be for a minimum period of one (1) week.**

**XX.05 If, during a period of sick leave, vacation leave or compensatory leave, an employee is advised of circumstances under which he or she would have been eligible for compassionate care leave without pay under clauses XX.02 and XX.03, the employee shall be granted compassionate care leave without pay and his or her paid leave credits shall be restored to the extent of any concurrent compassionate care leave without pay granted.**

## XX.06 Compassionate Care Allowance

- (a) An employee who has been on Compassionate Care Leave without pay, shall be paid a compassionate care allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:
- (i) has completed six (6) months of continuous employment before the commencement of leave without pay,
  - (ii) provides the Employer with proof that he or she has applied for and is in receipt of compassionate care benefits of the *Employment Insurance Act* in respect of insurable employment with the Employer, and
  - (iii) has signed an agreement with the Employer stating that:
    - (A) the employee will return to work on the expiry date of his/her compassionate care leave without pay, unless the return to work date is modified by the approval of another form of leave;
    - (B) Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the compassionate care allowance;
    - (C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), he or she will be indebted to the Employer for an amount determined as follows:  
$$\frac{\text{(allowance received)} \times \text{(remaining period to be worked following his/her return to work)}}{\text{[total period to be worked as specified in (B)]}}$$
    - (D) the repayment provided for in (C) will not apply in situations of :
      - (i) death,
      - (ii) lay off,
      - (iii) early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B),

- (iv) the end of a specified period of employment, if the employee is rehired by the Employer within ninety (90) days following the end of the specified period of employment, and who fulfills the obligations specified in section (B), or
  - (v) having become disabled as defined in the *Public Service Superannuation Act*, or
  - (vi) when the employee takes a position with an organization listed in Schedules I to V of the *Financial Administration Act* that fulfills the obligations specified in section (B).
  
- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
  
- (c) Compassionate Care Allowance payments made in accordance with the SUB Plan will consist of the following:
  - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance Compassionate Care benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
  
  - (ii) for each week in respect of which the employee receives Compassionate Care benefits, the difference between the gross weekly amount of the Employment Insurance Compassionate Care benefits he or she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period;
  
- (d) At the employee's request, the payment referred to in subparagraph XX.06(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI compassionate benefits.
  
- (e) The Compassionate Care allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not

be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.

- (f) The weekly rate of pay referred to in paragraph (c) shall be:
  - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of compassionate care leave without pay;
  - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of compassionate care leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of Compassionate Care leave without pay an employee was performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of Compassionate Care allowance, the allowance shall be adjusted accordingly.
- (j) Compassionate Care allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay

#### **XX.07 Transitional Provisions**

If, on the date of signature of this Agreement, any employee is currently on Compassionate Care leave without pay or has requested a period of such leave without pay but has not commenced the leave, he or she shall upon request be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.

**NEW ARTICLE  
PUBLIC TRANSIT PASS**

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**XX.01 Upon presentation of a receipt, the employer will reimburse employees for the full cost of a monthly or annual public transit pass. Where public transit does not exist, the employer will pay the equivalent of the full cost of a transit pass to employees who demonstrate that they participate in shared carpooling to travel to and from the workplace.**

## **NEW ARTICLE SABBATICAL LEAVE**

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**XX.01 The employee will receive, during leave, seventy percent (70%) of the annual salary to which the employee would have been entitled had the employee remained in the position.**

**XX.02 The taking of sabbatical leave shall not alter the number of days to the employee's credit in the accumulated sick leave plan immediately prior to the start of the leave.**

**XX.03 The employee shall receive a normal salary increment and any other benefits for which the employee would be eligible, excluding the accumulation of sick leave credits for the period of the leave.**

**XX.04 Sabbatical leave shall not exceed one year.**

**XX.05 The Employer will make pension and other deductions that are necessary from the salary paid to the employee during sabbatical leave.**

**XX.06 The employee, on return from sabbatical leave, shall submit to the Employer, within three months, a detailed report of the year of study.**

**XX.07 No employee shall be granted more than one Sabbatical Leave during employment with the Employer.**

**XX.08 Such leave shall not be unreasonably denied.**

## **APPENDIX A RATES OF PAY**

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The economic package to be proposed by the Union will be made up of many interconnected elements. In brief, these elements will include, but will not be restricted to:

- Real economic increase that reflects the continued strength of the Canadian economy;
- Protection against inflation;
- Catching up with comparable jobs and employers;
- Restructuring of pay grids;
- Changes in increments;
- Retroactivity back to the first day of the contract.
- National rates of pay for those classifications with regional rates.

## **APPENDIX A PAY NOTES**

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### **NEW**

- XX. Entitlement for an increment after 52 weeks of cumulative service
- (a) An employee appointed to a term position shall receive an increment after having reached fifty-two (52) weeks of cumulative service, at the same occupational group and level.
  - (b) For the purpose of defining when a determinate employee will be entitled to go to the next salary increment, “cumulative” means all service, whether continuous or discontinuous, at the same occupational group and level. When a term employee is acting in a higher level position, the time spent in the acting position will count towards cumulative service at the term employee’s substantive group and level position.

**Add to pay notes for each classification.**

## **ALLOWANCES**

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The PSAC will, as part of its proposals regarding pay, propose improvements to a variety of current allowances and introduce proposals for new allowances covering specific situations.

These will include, but not be limited to:

- Article 25 - Penological Factor Allowance
- New: Allowance for employees who use languages other than English or French as part of their regular duties

## **APPENDIX B WORK FORCE ADJUSTMENT**

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The Union reserves the right to introduce contract language including but not limited to the following areas after discussion with the Employer:

1. Revision of the language in the WFA Appendices to ensure that all transfers between employers within the federal public service are treated as workforce adjustment situations, thereby triggering the consultation, information and salary protection provisions of the WFAA.
2. Proposals to strengthen the application of the WFAA with respect to affected employees and the requirements to consult with the Union on workplace changes.
3. Proposals to ensure that all transfers to other employers, such as Provincial Governments, will result in the transferred members continuing to receive equivalent levels of wages and benefits.
4. Review the WFAA with respect to the elimination of the Joint Career Transition Committees (JCTC) and changes to the role of the Public Service Commission.

## **CLASSIFICATION**

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The Union reserves the right to introduce contract language with respect to the LS classification standard after discussion with the Employer.

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

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**Amend as follows:**

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, and Education and Library Science, **and Border Services** bargaining units.

The Employer agrees to provide ~~eight million seven hundred and fifty thousand dollars (\$8,750,000)~~ **three million dollars (\$3,000,000) per year** over the life of ~~this~~ **the Program and Administration Services (PA)** collective agreement to fund a joint learning program. **In addition**, the Employer agrees to provide a further \$292,000 per month to the PSAC-**PSHRMAC** ~~TBS~~ JLP from the date of expiry of ~~this~~ **the PA** collective agreement until the next collective agreement is signed to ensure continuity of this initiative.

The PSAC-**PSHRMAC** ~~TBS~~ JLP will provide joint training on union-management issues, **for which the Employer does not have the sole legal obligation to provide training.**

**The parties agree that the PSAC-PSHRMAC JLP will be administered by a joint governance committee made up of an equal number of representatives of the PSAC and the Employer.**

~~The parties agree to establish a joint governance committee made up of an equal number of PSAC and Employer representatives to administer the PSAC-TBS JLP. The joint governance committee shall meet within sixty (60) days of the signing of these agreements to confirm their terms of reference.~~

**NEW**  
**TEACHERS IN HIGH STRESS ENVIRONMENTS**

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The Union reserves the right to introduce contract language after discussion with the Employer.

## **NEW TERM EMPLOYMENT**

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A sequence of term appointments shall not displace nor be used to avoid the hiring of full-time indeterminate employees.

**NEW**  
**EARLY RETIREMENT FOR ENFORCEMENT**  
**AND EMERGENCY WORKERS**

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Amend the pension plan to allow for enforcement and emergency service workers to retire with 25 years of service without penalty.

## **ADMINISTRATIVE PSMA CHANGES**

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Incorporate changes due to new legislation, particularly grievance language.

## **ADMINISTRATIVE QPIP LANGUAGE**

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Incorporate new language signed in MOU into Maternity and Parental Leave.

## **ADMINISTRATIVE PAY ADMINISTRATION**

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- Incorporate MOU on Salary Protection into Article.
- The Union reserves the right to introduce contract language regarding Disability Insurance (DI) and Long-term Disability (LTD) Insurance.