

June 28, 2018

Tentative Settlement
Between
The Canadian Military Colleges Faculty Association
and
The Treasury Board Secretariat of Canada
In respect of the
University Teaching (UT) Group

The Parties agree to the following:

1. Memorandum of Agreement on Supporting Employee Wellness – PIPSC committees, as identified at Annex A.
2. Duration (Article 43) – four-year agreement, expiring on June 30, 2018 and 270 days implementation, as identified at Annex B.
3. Economic increases to the rates of pay, as identified at Annex C.
4. All items agreed to and signed during the course of negotiations remain agreed to and form part of this comprehensive offer:
 - Paragraph 2.01(f) – Interpretation and Definitions;
 - Paragraph 2.01(l) – Interpretation and Definitions;
 - Clause 10.01 – Harassment;
 - Clauses 17.03(a), 17.03(b), 17.07(a) and 17.08 – Vacation Leave;
 - Part 3 – Staff Relations Matters;
 - Clauses 28.06 and 28.07 – Check-Off;
 - Clause 30.01 and 30.02 – Information;
 - Clause 32.03 – National Joint Council Agreements;
 - Article 33 – Leave for Staff Relations Matters;
 - Clause 40.04(a) – Pay and Pay Administration;
 - Article 41 – Severance Pay;

- NEW Appendix E – Archived Provisions for the Elimination of Severance Pay for Voluntary Separations (Resignation and Retirement).
5. Unless otherwise expressly stipulated, the provisions become effective on the date of signing of the collective agreement.
 6. The parties agree to withdraw all other outstanding items.
 7. Unless otherwise specified, existing provisions are renewed.
 8. The Bargaining Agent recommends to its members the ratification of this tentative agreement.

Annex A

Memorandum of Agreement on Supporting Employee Wellness

This Memorandum of Agreement is to give effect to the agreement reached between the Employer and the Canadian Military Colleges Faculty Association (hereinafter referred to as "the parties") regarding issues of employee wellness.

The parties will agree to engage in discussions regarding an Employee Wellness Support Program (EWSP) which will focus on improving employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury.

Key features

The EWSP will incorporate the following key features:

- contained in collective agreements;
- benefits for up to 26 weeks (130 working days) with income support replacement at 100%;
- the annual allotment shall be 9 days of paid sick leave for illness or injury that falls outside of the parameters of the EWSP;
- 100% income replacement during the 3 day (working) qualification period when the employee's claim is approved;
- qualifying chronic or episodic illnesses will be exempt of the qualifying period;
- the qualification period will be waived in cases of hospitalization or recurrence of a prior illness or injury approved under EWSP within 30 days;
- employees are entitled to carry over a maximum of 3 days of unused sick leave credits remaining at the end of the fiscal year, for use in the following fiscal year;
- the accumulation of current sick leave credits will cease once the EWSP is implemented. Employees with banked sick leave in excess of 26 weeks, will be entitled to carry over those excess days to provide extended coverage at 100% income replacement prior to accessing Long Term Disability (LTD);
- travel time for diagnosis and treatment;
- internal case management and return to work services focused on supporting employees when ill or injured;
- an employee on EWSP will be considered to be on leave with pay;
- full costs of administering the EWSP to be borne by Employer;
- increase the quantum of family related leave by one (1) day.

Process

The parties agree to join the technical committee and the steering committee, with a long-term focus and commitment from senior leadership of the parties.

The steering committee and technical committee will be established within 60 days of signing. The committees will be comprised of an equal number of Employer representatives and Union representatives. The steering committee is responsible for determining the composition of the technical committee.

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

The technical committee will develop all agreements and documents needed to support the implementation of a EWSP during the next round of collective bargaining. This work shall be completed within one year of signing. The technical committee shall provide interim recommendations for review by the steering committee on the following matters through a series of regular meetings:

- consequential changes to existing leave provisions within the collective agreements, and the LTD Plan;
- definitions;
- eligibility conditions for a new EWSP;
- assessment and adjudication processes;
- internal case management and return to work services;
- workplace accommodations;
- creation of a Centre for Workplace Well-being;
- governance of the EWSP, including dispute resolution mechanisms;
- coverage of operational stress injuries and other injuries sustained by employees deployed in military operations;
- harassment;
- domestic violence;
- other measures that would support an integrated approach to the management of health for federal public service employees.

The technical committee shall review practices from other Canadian jurisdictions and employers that might be instructive for the Public Service, recognizing that not all workplaces are the same. Federal public service health and safety committees will be consulted as required by the steering committee, as well as leading Canadian experts in the health and disability management field.

The steering committee is to approve a work plan for the technical committee and timelines for interim reports within 4 months of signing. The technical committee work plan may be amended from time to time by mutual consent of the steering committee members.

Dates may be extended by mutual agreement of the steering committee members. The technical committee terms of reference may be amended from time to time by mutual consent of the steering committee members.

The parties agree if an agreement is not reached within 18 months from the establishment of the Technical Committee, or at any time before that time, to jointly appoint a mediator within 30 days.

Integration into the collective agreement

Future amendments to the EWSP shall require the agreement of the Association and the Employer. Future amendments shall be negotiated between the parties at a central table made up of the Association bargaining team and the Employer bargaining team.

Signed at Kingston, this 28th day of June 2018.

Annex B

ARTICLE 43 DURATION

43.01 Unless otherwise expressly stipulated, the provisions of this Collective Agreement shall become effective on the date it is signed.

43.02 This Agreement shall expire on June 30, ~~2014~~ **2018**.

(New)

43.03 The provisions of this collective agreement shall be implemented by the parties within a period of two hundred and seventy (270) days from the date of signing.

Annex C

Rates of Pay

Effective July 1, 2014 – increase to rates of pay: 1.25%

Effective July 1, 2015 – increase to rates of pay: 1.25%

Effective July 1, 2016 – increase to rates of pay: 1.25%

Effective July 1, 2017 – increase to rates of pay: 1.25%

Wage Adjustments

UT-01 level:

Effective July 1, 2016 – 2.5% wage adjustment to rates of pay

UT-02 level:

Effective July 1, 2016 – 2.0% wage adjustment to rates of pay

UT-03 level:

Effective July 1, 2016 – 3.0% wage adjustment to rates of pay

UT-04 level:

Effective July 1, 2016 – 3.0% wage adjustment to rates of pay