

July 12, 2019

**TENTATIVE AGREEMENT BETWEEN
THE TREASURY BOARD SECRETARIAT
AND
THE CANADIAN MILITARY COLLEGES FACULTY ASSOCIATION
IN RESPECT OF THE
UNIVERSITY TEACHING (UT) GROUP**

The Employer proposes this comprehensive offer to settle, contingent upon agreeing to the following items:

1. Increases to the rates of pay and wage adjustments, as identified in Annex A.
2. Duration – four (4) year agreement, expiring on **June 30, 2022**.
3. Amendments to the following provisions, as identified at Annex B:
 - (Various) Administrative Changes
 - Changes to references for the FPSLREB and FPSLRA
 - Deletion of references to “cash”
 - Article 1 – Purpose and Scope of Agreement
 - Article 17 – Vacation Leave
 - Article 18 – Sabbatical Leave
 - (New) Clause 18.10 - Sabbatical travel expenses
 - Article 20 – Other Leave with Pay
 - (New) Clause 20.08 – Domestic Violence Leave
 - Article 22 – Maternity and Parental Leave without Pay
 - Article 23 – Other Leave without Pay
 - (New) Clause 23.05 – Caregiving Leave
 - Appendix “D” – Professional Development Allocation (PDA)

- Appendix “F” – Memorandum of Agreement on Supporting Employee Wellness
 - New Appendix “XX” – Memorandum of Understanding with Respect to Implementation of the Collective Agreement
4. The Employer and the Canadian Military Colleges Faculty Association agree to withdraw all remaining items not modified by mutual agreement.
 5. Unless otherwise agreed between the parties during negotiations, existing provisions and appendices in the collective agreements are renewed.

ANNEX A

APPENDIX A ANNUAL RATES OF PAY

Rates of Pay

The Employer proposes to implement the following economic increases in accordance with Appendix ‘XX’ – Memorandum of Understanding between the Treasury Board of Canada and the Canadian Military Colleges Faculty Association with respect to Implementation of the Collective Agreement.

Amounts in respect of the period prior to the implementation date will be paid as a retroactive payment, in accordance to Appendix “XX” – Memorandum of Understanding between the Treasury Board of Canada and the Canadian Military Colleges Faculty Association with respect to Implementation of the Collective Agreement.

Economic increases to rates of pay:

- Effective July 1, 2018 - increase to rates of pay: **2.0%**
- Effective July 1, 2019 - increase to rates of pay: **2.0%**
- Effective July 1, 2020 - increase to rates of pay: **1.5%**
- Effective July 1, 2021 - increase to rates of pay: **1.5%**

Wage Adjustments:

- Effective July 1, 2018 - wage adjustment to all levels: **0.80%**
- Effective July 1, 2019 - wage adjustment to all levels: **0.20%**

ANNEX B

ADMINISTRATIVE CHANGES

Replace all references to the Public Service Labour Relations Board / Public Service Labour Relations and Employment Board with references to the **Federal Public Sector Labour Relations and Employment Board (FPSLREB)**.

Replace all references to the *Public Service Staff Relations Act / Public Service Labour Relations Act* with references to the **Federal Public Sector Labour Relations Act (FPSLRA)**.

Article 2: interpretation and definitions

2.01 For the purpose of this agreement:

“employee” (employé)

means a person so defined by the **Federal Public Sector Service Labour Relations Act** and who is a member of the bargaining unit;

2.02 Except as otherwise provided in this agreement, expressions used in this agreement,

- a. if defined in the **Federal Public Sector Service Labour Relations Act**, have the same meaning as given to them in the **Federal Public Sector Service Labour Relations Act**, and
- b. if defined in the *Interpretation Act*, but not defined in the **Federal Public Sector Service Labour Relations Act**, have the same meaning as given to them in the *Interpretation Act*.

Article 8: past practices

8.01 (c) they may be included in this agreement in accordance with the **Federal Public Sector Service Labour Relations Act**;

Article 20: other leave with pay

Personnel selection leave

20.03 Where a UT participates in a personnel selection process, including the appeal process where applicable, for a position in the public service as defined in the **Federal Public Sector Service Labour Relations Act**, the UT is entitled to leave with pay for the period during which the UT's presence is required for purposes of the selection process and for such further period as the Employer considers reasonable for the UT to travel to and from the place where his or her presence is so required.

Article 25: recognition

25.02 The Employer recognizes that it is a proper function and a right of the Association to bargain with a view to arriving at a collective agreement and the Employer and the Association agree to bargain in good faith, in accordance with the provisions of the **Federal Public Sector Service Labour Relations Act**.

Article 28: check-off

28.05 No employee organization, as defined in section 2 of the *Federal Public Sector Service Labour Relations Act*, other than the Association, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of UTs in the bargaining unit.

Article 31: grievance procedure**31.02 Individual grievances**

Subject to and as provided in section 208 of the *Federal Public Sector Service Labour Relations Act*, a UT may present an individual grievance to the Employer if he or she feels aggrieved:..."

31.03 Group grievances

Subject to and as provided in section 215 of the *Federal Public Sector Service Labour Relations Act*, the CMCFA may present a group grievance to the Employer on behalf of UTs in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those UTs, of a provision of the collective agreement or an arbitral award.

31.04 Policy grievances

Subject to and as provided in section 220 of the *Federal Public Sector Service Labour Relations Act*, the CMCFA or the Employer may present a policy grievance in respect of the interpretation or application of the collective agreement or an arbitral award.

31.08 Subject to and as provided for in the *Federal Public Sector Service Labour Relations Act*, a grievor who feels treated unjustly or aggrieved by an action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 31.06, except that:..."

31.24 Where a grievance has been presented up to and including the final step in the grievance procedure with respect to:

- a. the interpretation or application of a provision of this collective agreement or related arbitral award,
or
- b. termination of employment or demotion pursuant to paragraph 12(1)(c), (d) or (e) of the *Financial Administration Act*,
or
- c. disciplinary action resulting in suspension or financial penalty,

and the grievance has not been resolved, it may be referred to adjudication in accordance with the provisions of the *Federal Public Sector Service Labour Relations Act* and Regulations.

Article 32: National Joint Council agreements

32.01 Agreements concluded by the National Joint Council (NJC) of the public service on items which may be included in a collective agreement, and which the parties to this agreement have endorsed after December 6, 1978, and as amended from time to time, will form part of this collective agreement, subject to the *Federal Public Sector Service Labour Relations Act* (**FPSLRA PSLRA**) and any legislation by Parliament that has been or may be established pursuant to any act specified in subsection 113(b) of the **FPSLRA PSLRA**.

32.02 The NJC items which may be included in a collective agreement are those which parties to the NJC agreements have designated as such or upon which the chairman of the **Federal Public Sector Service Labour Relations and Employment** Board has made a ruling pursuant to clause (c) of the NJC Memorandum of Understanding which became effective December 6, 1978, and as amended from time to time.

Article 33: leave for labour relations matters

Complaints made to the **Federal Public Sector Service Labour Relations and Employment** Board pursuant to section 190 (1) of the *Federal Public Sector Service Labour Relations Act*

33.01 When operational requirements permit, in cases of complaints made to the **Federal Public Sector Service Labour Relations and Employment** Board pursuant to section 190(1) of the **FPSLRA PSLRA** alleging a breach of sections 157, 186(1)(a), 186(1)(b), 186(2)(a)(i), 186(2)(b), 187, 188(a) or 189(1) of the **FPSLRA PSLRA**, the Employer will grant leave with pay:

- a. to a UT who makes a complaint on his or her own behalf before the **Federal Public Sector Service Labour Relations and Employment** Board;

UT called as a witness

33.03 The Employer will grant leave with pay:

- a. to a UT called as a witness by the **Federal Public Sector Service Labour Relations and Employment** Board;

Delete references to “cash”:

17.05

- c. ~~Cash-out Liquidation of leave~~
~~Cash-outs Payments~~ are based on current base salary and do not include performance awards and bonuses.

ARTICLE 1
PURPOSE AND APPLICATION OF AGREEMENT

1.01 The purpose of this agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the UTs and the Association, and to set forth herein certain terms and conditions of employment upon which agreement has been reached through collective bargaining.

1.02 The parties are determined to establish, within the framework provided by law, an effective working relationship.

1.03 The provisions of this agreement apply to the Association, the UTs and the Employer.

~~**1.04** In this agreement, reference to one gender shall include the other.~~

1.04 With the exception of clauses relating to maternity leave, maternity allowance and paternity benefits in this agreement, expressions referring to employee or the masculine or feminine gender are meant for all employees, regardless of gender.

With the exception of clauses relating to maternity leave, maternity allowance and paternity benefits, in this agreement, expressions referring to “he/she”, “him/her” will be updated to “they/them”, “employee” or “UT” depending on the context.

**ARTICLE 17
VACATION LEAVE**

17.05

- a. Vacation leave will be taken at such time as the Employer specifies. ~~The Employer should encourage UTs to take all of their vacation leave in the fiscal year in which it is earned. UTs are expected to take all their vacation leave during the vacation year in which it is earned.~~

- b. **Carry-over**
~~Where, in any vacation year, a UT has not taken all the vacation leave credited to him or her, the unused portion of the UT's vacation leave shall be carried over into the following vacation year.~~
 - i. **Where in any vacation year a UT is unable to take all of the vacation leave credited to him or her, the unused portion of the UT's vacation leave credits, up to a maximum of three hundred (300) hours, shall be carried over into the following vacation year.**

 - ii. **Notwithstanding paragraph (i) above, if on the date of signing of this Agreement or on the date a UT becomes subject to this Agreement, a UT has more than three hundred (300) hours of unused vacation leave credits earned during previous years, a minimum of thirty-seven decimal five (37.5) hours credit per year, in addition to the employee's annual vacation leave entitlement, shall be used by March 31 of each year, until all vacation leave credits in excess of three hundred (300) hours have been liquidated.**

**ARTICLE 18
SABBATICAL LEAVE**

(New)

18.10 Sabbatical travel expenses

During periods of sabbatical leave, UTs shall be granted an allocation of four thousand dollars (\$4,000) for a twelve (12) month sabbatical and two thousand dollars (\$2,000) for a six (6) month sabbatical to offset sabbatical travel expenses.

Renumber accordingly.

**ARTICLE 20
OTHER LEAVE WITH PAY**

(New)

20.08 Domestic Violence Leave

For the purposes of this article, domestic violence is considered to be any form of abuse or neglect that a UT or a UT's child experiences from someone with whom the UT has or had an intimate relationship.

- a. The parties recognize that UTs may be subject to domestic violence in their personal life that could affect their attendance at work.**
- b. Upon request, a UT who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence from someone with whom the UT has or had an intimate relationship shall be granted domestic violence leave in order to enable the UT, in respect of such violence:**
 - i. to seek care and/or support for themselves or their dependent child in respect of a physical or psychological injury or disability;**
 - ii. to obtain services from an organization which provides services for individuals who are subject to domestic violence;**
 - iii. to obtain professional counselling;**
 - iv. to relocate temporarily or permanently; or**
 - v. to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.**
- c. The total domestic violence leave with pay which may be granted under this article shall not exceed seventy-five (75) hours in a fiscal year.**
- d. The Employer may, in writing and no later than fifteen (15) days after a UT's return to work, request the UT to provide documentation to support the reasons for the leave. The UT shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.**
- e. Notwithstanding clauses 20.08(b) to 20.08(c), a UT is not entitled to domestic violence leave if the UT is charged with an offence related to that act or if it is probable, considering the circumstances, that the UT committed that act.**

ARTICLE 22
MATERNITY AND PARENTAL LEAVE WITHOUT PAY

22.02 Maternity allowance

- a. A UT who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:
- i. has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
 - ii. provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer, and
 - iii. has signed an agreement with the Employer stating that:
 - A. she will return to work **within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act**, on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
 - B. following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;
 - C. should she fail to return to work 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:

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

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

- b. For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the UT's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- c. Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
- i. where a UT is subject to a waiting period ~~of two (2) weeks~~ before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay **(and the recruitment and retention "terminable allowance" if applicable)** for each week of the waiting period, less any other monies earned during this period,
and
 - ii. for each week the UT receives a maternity benefit under the Employment Insurance or Québec Parental Insurance plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate and the maternity benefit **(and the recruitment and retention "terminable allowance" if applicable)**, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period-
and
 - iii. **Where the UT has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week, ninety three per cent (93%) of her weekly rate of pay for each week (and the recruitment and retention "terminable allowance" if applicable), less any other monies earned during this period.**

22.04 Parental leave without pay

- a. Where a UT has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the UT shall, upon request, be granted parental leave without pay for **either:**
- i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period **(standard option),**
or
 - ii. **a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),**

beginning on the day on which the child is born or the day on which the child comes into the UT's care.

- b. Where a UT commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the UT shall, upon request, be granted parental leave without pay for **either:**

- i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period (**standard option**),
or
- ii. **a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),**

beginning on the day on which the child comes into the UT's care.

- c. Notwithstanding paragraphs (a) and (b) above, at the request of a UT and at the discretion of the Employer, the leave referred to in paragraphs (a) and (b) above may be taken in two periods.
- d. Notwithstanding paragraphs (a) and (b):
 - i. where the UT's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
or
 - ii. where the UT has proceeded on parental leave without pay and then returns to work for all or part of the period while his or her child is hospitalized, the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization while the UT was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the UT's care.
- e. A UT who intends to request parental leave without pay shall notify the Employer at least four (4) weeks before the commencement date of such leave.
- f. The Employer may:
 - i. defer the commencement of parental leave without pay at the request of the UT;
 - ii. grant the UT parental leave without pay with less than four (4) weeks' notice;
 - iii. require a UT to submit a birth certificate or proof of adoption of the child.
- g. Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

22.05 Parental allowance

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

- **Option 1: standard parental benefits, 22.05 paragraphs (c) to (k), or**
- **Option 2: extended parental benefits, 22.05 paragraphs (l) to (t).**

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

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

Parental Allowance Administration

- a. A UT who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i) **or (l) to (r)**, providing he or she:
- i. has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - ii. provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance **Plan** or the Quebec Parental Insurance Plan in respect of insurable employment with the Employer,
and
 - iii. has signed an agreement with the Employer stating that:
 - A. the UT will return to work **within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act**, on the expiry date of his or her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
 - B. Following his or her return to work, as described in section (A), the UT will work for a period equal to the period the employee was in receipt of the **standard** parental allowance in addition to the period of time referred to in section 17.04(a)(iii)(B), if applicable. **Where the UT has elected the extended parental allowance, following his or her return to work, as described in section (A), the UT will work for a period equal to sixty percent (60%) of the period the UT was in receipt of the extended parental allowance in addition to the period of time referred to in section 22.02(a)(iii)(B), if applicable.**
 - C. should he or she fail to return to work ~~in any portion of the core public administration as specified in the *Federal Public Sector Labour Relations Act*~~, as described in 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 (remaining period to be worked, **as specified in (B)**, following his or her return to work)

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

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

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

Option 1 - Standard Parental Allowance:

- c. Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- i. where a UT **on parental leave without pay as described in 22.04(a)(i) and (b)(i) has elected to receive Standard Employment Insurance parental benefits and** is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay **(and the recruitment and retention "terminable allowance" if applicable)** for ~~each week of~~ the waiting period, less any other monies earned during this period;
 - ii. for each week the UT receives parental, adoption or paternity benefits under the Employment Insurance Plan or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate **(and the recruitment and retention "terminable allowance" if applicable)** and the parental, adoption or paternity benefits, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefits to which he or she would have been eligible if no extra monies had been earned during this period;
 - iii. where a UT has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit **or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks paternity** under the Québec Parental Insurance Plan **for the same child and either employee** thereafter remains on parental leave without pay, ~~she~~ **that employee** is eligible to receive a further parental allowance for a period of **up to** two (2) weeks, at ninety-three per cent (93%) of ~~her~~ **their** weekly rate of pay for each week **(and the**

- recruitment and retention “terminable allowance” if applicable)** , less any other monies earned during this period;
- iv. **where a UT has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks at ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) or each week, less any other monies earned during this period;**
 - v. where a UT has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance **Plan** and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week at ninety-three per cent (93%) of his or her weekly rate of pay for each week **(and the recruitment and retention “terminable allowance” if applicable)**, less any other monies earned during this period, unless said UT has already received the one (1) week of allowance contained in 22.04(c)(iii) for the same child.
 - vi. **where a UT has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week at ninety-three per cent (93%) of their weekly rate of pay for each week (and the recruitment and retention “terminable allowance” if applicable) , less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 22.02(c)(iii) and 22.05(c)(v) for the same child;**
- d. At the UT’s request, the payment referred to in subparagraph 22.05(c)(i) will be estimated and advanced to the UT. Adjustments will be made once the UT provides proof of receipt of Employment Insurance ~~Plan or Québec Parental Insurance Plan~~ parental benefits.
 - e. The parental allowance to which a UT is entitled is limited to that provided in paragraph (c) and a UT will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act or the **Act Respecting Parental Insurance** ~~Parental Insurance Act~~ in Quebec.
 - f. The weekly rate of pay referred to in paragraph (c) shall be:
 - i. for a full-time UT, the UT’s weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - ii. for a UT who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the UT’s straight time earnings by the straight time earnings the UT 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 UT is entitled for the substantive level to which he or she is appointed.
 - h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay a UT is performing an acting

assignment for at least four (4) months, the weekly rate shall be the rate the UT was being paid on that day.

- i. Where a UT becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
- j. Parental allowance payments made under the SUB Plan will neither reduce nor increase a UT's deferred remuneration or severance pay.
- k. The maximum combined, shared, maternity and **standard** parental allowances payable ~~under this collective agreement~~ shall not exceed ~~fifty-seven two (57 52)~~ **fifty-seven (57)** weeks for each combined ~~standard~~ maternity and parental leave without pay.

Option 2 - Extended Parental Allowance:

- I. Parental Allowance payments made in accordance with the SUB Plan will consist of the following:**
 - i. where a UT on parental leave without pay as described in 22.04(a)(ii) and (b)(ii) has elected to receive extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance" if applicable) for the waiting period, less any other monies earned during this period;**
 - ii. for each week the UT receives parental benefits under the Employment Insurance Plan, he or she is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of his or her weekly rate and the parental benefits (and the recruitment and retention "terminable allowance" if applicable), less any other monies earned during this period which may result in a decrease in his or her parental benefits to which he or she would have been eligible if no extra monies had been earned during this period;**
 - iii. where a UT has received the full sixty-one (61) weeks of parental benefits under the Employment Insurance Plan and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week at fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay for each week (and the recruitment and retention "terminable allowance" if applicable), less any other monies earned during this period, unless said UT has already received the one (1) week of allowance contained in 22.02(c)(iii) for the same child.**
 - iv. where a UT has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week at fifty-five decimal eight per cent (55.8%) of their weekly rate of pay for each week (and the recruitment and retention "terminable allowance" if applicable), less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 22.02(c)(iii) for the same child;**

- m. At the UT's request, the payment referred to in subparagraph 22.05(l)(i) will be estimated and advanced to the UT. Adjustments will be made once the UT provides proof of receipt of Employment Insurance.
- n. The parental allowance to which a UT is entitled is limited to that provided in paragraph (l) and a UT will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act.
- o. The weekly rate of pay referred to in paragraph (l) shall be:
 - i. for a full-time UT, the UT's weekly rate of pay on the day immediately preceding the commencement of parental leave without pay;
 - ii. for a UT who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the UT's straight time earnings by the straight time earnings the UT would have earned working full-time during such period.
- p. The weekly rate of pay referred to in paragraph (l) shall be the rate to which the UT is entitled for the substantive level to which he or she is appointed.
- q. Notwithstanding paragraph (p), and subject to subparagraph (o)(ii), if on the day immediately preceding the commencement of parental leave without pay a UT is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the UT was being paid on that day.
- r. Where a UT becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
- s. Parental allowance payments made under the SUB Plan will neither reduce nor increase a UT's deferred remuneration or severance pay.
- t. The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.

**ARTICLE 23
OTHER LEAVE WITHOUT PAY**

(New)

23.05 Caregiving Leave

- a. A UT who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) benefits for Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults may be granted leave without pay while in receipt of or awaiting these benefits.**
- b. The leave without pay described in 23.05(a) shall not exceed twenty-six (26) weeks for Compassionate Care Benefits, thirty-five (35) weeks for Family Caregiver Benefits for Children and fifteen (15) weeks for Family Caregiver Benefits for Adults, in addition to any applicable waiting period.**
- c. When notified, a UT who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been accepted.**
- d. When a UT is notified that their request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been denied, clause 23.05(a) above ceases to apply.**
- e. Leave granted under this clause shall count for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.**

**ARTICLE 43
DURATION**

43.02 This agreement shall expire on June 30, ~~2018~~ **2022**.

APPENDIX “D”

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF
CANADA AND THE CANADIAN MILITARY COLLEGES FACULTY ASSOCIATION
IN RESPECT OF THE UNIVERSITY TEACHING GROUP BARGAINING UNIT**

**Professional Development Allocation (PDA)
Effective July 1, 2014**

- h. Vanity items or items which would normally be considered as personal use items will not be approved, for example, [gowns](#), framing of degrees, expensive pens and stationery or entertainment items.

APPENDIX “F”
MEMORANDUM OF AGREEMENT ON SUPPORTING EMPLOYEE WELLNESS

This Memorandum of Agreement is to give effect to the agreement reached between the Employer and the Bargaining Agent (hereinafter referred to as “the parties”) regarding issues of employee wellness. This MOA replaces the prior Employee Wellness MOA previously signed.

The parties have engaged in meaningful negotiations and co-development of comprehensive EWSP language and program design to capture the key features and other recommendations agreed to by the technical committee and steering committee, which is reflected in the Plan Document agreed to by the parties on May 26, 2019.

The program and its principles focus on improving employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury. The previous MOA identified 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 waiting 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 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;
- and
- increase the quantum of family related leave by one (1) day.

The Plan Document approved on May 26, 2019 takes precedence over the principles, if there’s a difference in interpretation.

Process

The parties agree to continue the work of the TBS/Bargaining Agent Employee Wellness Support Program (EWSP) Steering Committee, which will focus on finalizing a service delivery model for program implementation, including its governance, for the improvement of employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury.

As required, the Steering Committee will direct a sub-committee to make recommendations on the overall implementation, service delivery and governance issues of the Program. As a first priority, the Steering Committee will develop a planning framework with timelines to guide work toward the timely implementation of the new EWSP. A governance model will be developed taking in to account there will be only one (1) EWSP.

The Steering Committee will complete the necessary work on overall implementation, including service delivery and governance issues no later than March 21, 2020, a date which can be moved based on mutual agreement of the parties.

If accepted by the Steering Committee, the recommendation(s) concerning program implementation, including service delivery and governance, as well as the proposal for the EWSP itself, approval will be sought on these elements from the Treasury Board of Canada and by the bargaining units.

If approved by both parties, the parties mutually consent to re-open the collective agreement to vary the agreement only insofar as to include the EWSP wording, and include consequential changes. No further items are to be varied through this reopener – the sole purpose will be EWSP-related modifications. The EWSP Program would be included in the relevant collective agreements only as a reopener.

Should the parties not be able to reach agreement on EWSP, the existing sick leave provisions, as currently stipulated in collective agreements, will remain in force.

For greater certainty, this MoA forms part of the collective agreement.

~~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;~~
- ~~and~~
- ~~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 teams.~~

NEW APPENDIX “XX”**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE CANADIAN MILITARY COLLEGES FACULTY ASSOCIATION WITH RESPECT TO IMPLEMENTATION OF THE COLLECTIVE AGREEMENT**

Notwithstanding the provisions of clause 40.04 on the calculation of retroactive payments and clause 43.03 on the collective agreement implementation period, this memorandum is to give effect to the understanding reached between the Employer and the Canadian Military Colleges Faculty Association (CMCFA) regarding a modified approach to the calculation and administration of retroactive payments for the current round of negotiations.

1. Calculation of retroactive payments

- a. Retroactive calculations that determine amounts payable to UTs for a retroactive period shall be made based on all transactions that have been entered into the pay system up to the date on which the historical salary records for the retroactive period are retrieved for the calculation of the retroactive payment.**
- b. Retroactive amounts will be calculated by applying the relevant percentage increases indicated in the collective agreement rather than based on pay tables in agreement annexes. The value of the retroactive payment will differ from that calculated using the traditional approach, as no rounding will be applied. The payment of retroactive amount will not affect pension entitlements or contributions relative to previous methods, except in respect of the rounding differences.**
- c. Elements of salary traditionally included in the calculation of retroactivity will continue to be included in the retroactive payment calculation and administration, and will maintain their pensionable status as applicable. The elements of salary included in the historical salary records and therefore included in the calculation of retroactivity include:**
 - Substantive salary**
 - Promotions**
 - Deployments**
 - Acting pay**
 - Extra duty pay/Overtime**
 - Additional hours worked**
 - Maternity leave allowance**
 - Parental leave allowance**
 - Vacation leave and extra duty pay cash-out**
 - Severance pay**
 - Salary for the month of death**
 - Transition Support Measure**
 - Eligible allowances and supplemental salary depending on collective**

agreement

- d. The payment of retroactive amounts related to transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved, such as acting pay, promotions, overtime and/or deployments, will not be considered in determining whether an agreement has been implemented.**
- e. Any outstanding pay transactions will be processed once they are entered into the pay system and any retroactive payment from the collective agreement will be issued to impacted employees.**

2. Implementation

- a. The effective dates for economic increases will be specified in the agreement. Other effective provisions of the collective agreement will be as follows:**
 - i. All components of the agreement unrelated to pay administration will come into force on signature of agreement.**
 - ii. Changes to existing compensation elements and new compensation elements, such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one-hundred and eighty (180) days after signature of agreement, on the date at which prospective elements of compensation increases will be implemented under 2(b)(i).**
 - iii. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid until changes come in to force as stipulated in 2(a)(ii).**
- b. Collective agreement will be implemented over the following timeframes:**
 - i. The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one-hundred and eighty (180) days after signature of agreement where there is no need for manual intervention.**
 - ii. Retroactive amounts payable to employees will be implemented within one-hundred and eighty (180) days after signature of the agreement where there is no need for manual intervention.**
 - iii. Prospective compensation increases and retroactive amounts that require manual processing by compensation advisors will be implemented within five-hundred and sixty (560) days after signature of agreement. Manual intervention is generally required for employees on an extended period of**

leave without pay (e.g., maternity/parental leave), salary protected employees and those with transactions such as leave with income averaging, pre-retirement transition leave and employees paid below minimum, above maximum or in between steps. Manual intervention may also be required for specific accounts with complex salary history.

3. UT Recourse

- a. A UT who is in the bargaining unit for all or part of the period between the first day of the collective agreement (i.e., the day after the expiry of the previous collective agreement) and the signature date of the collective agreement will be entitled to a non-pensionable amount of four hundred dollars (\$400) payable within one-hundred and eighty (180) days of signature, in recognition of extended implementation timeframes and the significant number of transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved.
- b. UTs in the bargaining unit for whom the collective agreement is not implemented within one-hundred and eighty one (181) days after signature will be entitled to a fifty dollar (\$50) non-pensionable amount; these employees will be entitled to an additional fifty dollar (\$50) non-pensionable amount for every subsequent complete period of ninety (90) days their collective agreement is not implemented, to a total maximum of nine (9) payments. These amounts will be included in their final retroactive payment. For greater certainty, the total maximum amount payable under this paragraph is four hundred and fifty dollars (\$450).
- c. If a UT is eligible for compensation in respect of section 3 under more than one collective agreement, the following applies: the UT shall receive only one non-pensionable amount of four hundred dollars (\$400); for any period under 3(b), the UT may receive one fifty \$50 payment, to a maximum total payment of four hundred and fifty dollars (\$450).
- d. Should the Employer negotiate higher amounts for 3(a) or 3(b) with any other bargaining agent representing Core Public Administration employees, it will compensate CMCFA members for the difference in an administratively feasible manner.
- e. Late implementation of the 2018 collective agreements will not create any entitlements pursuant to the Agreement between the CPA Bargaining Agents and the Treasury Board of Canada with regard to damages caused by the Phoenix Pay System.
- f. UTs for whom collective agreement implementation requires manual intervention will be notified of the delay within one-hundred and eighty (180) days after signature of the agreement.
- g. UTs will be provided a detailed breakdown of the retroactive payments received and

may request that the departmental compensation unit or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the CMCFA regarding the format of the detailed breakdown.

- h. In such a circumstance, for employees in organizations serviced by the Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay.**