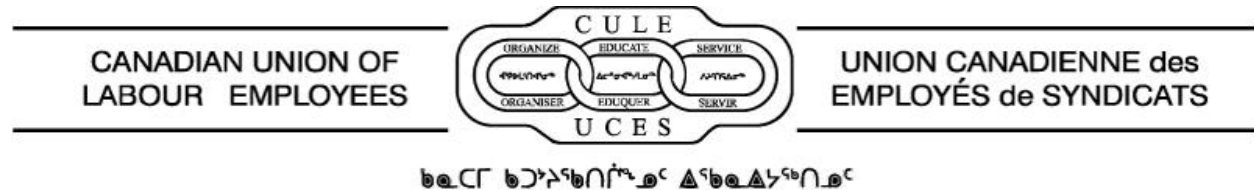


note there will be two separate ratification votes taking place at the same time.



**DATE:** April 11, 2017

**TO:** CULE members

**FROM:** CULE bargaining team

**SUBJECT:** Ratification of Tentative Agreement

Sisters and Brothers:

A tentative agreement was reached on March 23, 2017 on behalf of the CULE members. The tentative agreement if ratified by the membership will have an expiry date of April 30, 2019.

Unless otherwise specified, the proposed changes would become effective the date the new collective agreement is signed. Current collective agreement articles or clauses not listed here would be renewed without change.

Your Bargaining Team unanimously recommends the acceptance of the tentative agreement.

In solidarity,

Your bargaining team,

Anna Goguen  
Dolly Ablitt  
Hetty Alcuitas  
Kellie Loshak  
Monika Duggal  
Sean Glavine

Attachment

## **ECONOMIC INCREASES**

The tentative agreement provides three (3) years of economic increases as follows:

### **EFFECTIVE:**

- May 1, 2016 - 1.5%
- May 1, 2017 – 1.5%
- May 1, 2018 – 1.5%

## **Article 2 – Definitions**

2.01 s) “seniority” means the length of employment with the Employer **in a bargaining unit position**. Unless otherwise specified in the Collective Agreement, seniority shall accrue:

- i) during all periods of leave with pay;
- ii) **during all periods of leave without pay for the first three (3) months of said leave;**
- iii) **during all excluded acting positions for the first three (3) months only, at which time seniority shall cease to accrue until the member returns to the bargaining unit.**

**Length of employment in an excluded position prior to becoming a bargaining unit member shall not count as time for the purposes of seniority.**

**Seniority accrued by bargaining unit members prior to (date of ratification) shall not be amended retroactively as a result of implementation of this provision. Upon (date of ratification) all bargaining unit members shall accrue seniority based on this provision.**

**2.01 “Indigenous” means Aboriginal Peoples of Canada (First Nations, Inuit and Métis).**

## **Article 5 – No Discrimination and Harassment**

5.01 Added: **“gender expression” and “based on any other ground protected under federal legislation where applicable or by provincial/territorial Human Rights legislation”.**

5.02 a) i) Cost – Costs will amount to undue hardship if they are: Quantifiable, shown to be related to the removal of barriers, and so substantial that they would alter the essential nature of the PSAC or ~~so significant that they would~~ substantially affect its viability.

ii) Outside Resources/Funding – before claiming undue hardship, the PSAC must make use of any **and all** available outside sources of funding **or assistance** which may help alleviate costs associated with the removal of barriers.

5.03 Harassment ~~en~~ **based upon** any of the grounds set out in Article 5.01.....

5.04 b) engaging in a course of vexatious comment or conduct ~~in the workplace~~ that is known or ought reasonably to be known to be unwelcome.

5.06 **A reasonable action taken by a manager or supervisor to the management or direction of employees or the workplace is not workplace harassment.** ~~Job counselling shall not normally be considered harassment within the meaning of this article;~~ **Such action must be conducted in good faith and administered in a manner reasonably connected to the legitimate exercise of management responsibilities.**

5.09 b) It is the responsibility of every employee to co-operate in any **reasonable** attempts to resolve a discrimination and/or harassment grievance, **complaint**, and to keep all matters related to complaints of harassment and/or discrimination strictly confidential.

5.09 c) The Employer and the Union recognize that the Union has a shared responsibility to ~~create and~~ **maintain and promote** a discrimination and harassment free work environment and **to** participate in the resolution of incidents of discrimination and harassment.

5.10 a) Prior to filing a grievance, an employee who **reasonably believes that they have** experienced ~~alleged~~ harassment and/or discrimination may contact **their** ~~his/her~~ Coordinator, **their** Director, or the ~~Coordinator of~~ **Director responsible for** Human Resources, to ask ~~him/her to participate~~ **request their participation and assistance** in a problem solving initiative.

5.11 c) ii) If the Employer determines that no reasonable grounds exist, this will be stated in its reply to the merits of the grievance, **and will include details of what steps were taken in reaching that determination.** The grievance may then proceed to the appropriate step in accordance with Article 14.

5.11 d) **Where the Employer decides to investigate:**

i) **The Employer, in consultation with the Union, will determine if the investigation can be done internally by a qualified manager or a Human Resources representative;**

ii) **Internal investigators shall:**

- **Have knowledge and experience in various types of harassment situations;**
- **Have investigation training and be designated by the Employer as competent to perform investigations;**
- **Be impartial**

- iii) **The parties agree that an external investigation will occur in instances involving alleged discrimination;**
- iv) **When the Employer determines that the investigation should be conducted by an external investigator,** it will consult the Union regarding the selection of the investigator, ~~including whether to select an investigator identified in accordance with MOA # 22.~~ In the event that there is no agreement on the investigator, the Employer will appoint the investigator. An investigator shall be appointed within **20 working** days of receiving the grievance;
- v) **External investigators shall:**
  - **Have knowledge and experience in various types of discrimination and harassment situations;**
  - **Have investigation experience;**
  - **Have an understanding of working in a unionized environment; and**
  - **Be impartial.**

5.11 e) The Employer shall consult the Union regarding the terms of reference for the investigation, including the incorporation of any standard template **agreed to by the parties** ~~in accordance with MOA # 22.~~

5.16 The Employer may take interim measures during an investigation process, including but not limited to, temporary relocation and restructuring of supervisory relationships, where warranted. The grievor may request any such measures at any time. Every effort will be made to keep the grievor in the workplace. Where the grievor cannot be maintained in the workplace or given alternate work assignments, the grievor will be provided leave with pay pending the outcome of the investigation. **“Such leave will not be subtracted from the grievor’s leave banks.”**

5.17 b) CULE members, including witnesses, may be accompanied by a person of their choice to be present during the investigation process, **so long as that person is not also required to participate in the same process.**

5.19 Added: “(i.e. found to be arbitrary, **vexatious** or malicious)”

## **Article 6 – Recognition**

6.01 The Employer shall continue to recognize the Canadian Union of Labour Employees as the exclusive bargaining agent for all employees employed by the Employer as Regional Representatives, Administrative Personnel, Regional Organizers, Developmental Regional Representatives and Developmental Regional Organizers **and Regional Negotiator(s) (North) and Grievance and Adjudication Officers (North)**, employed in all PSAC Regional Offices in: Yukon, NWT, Nunavut, BC, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, PEI, New Brunswick and Newfoundland and Labrador represented by CULE.

## **Article 11 – Information to the Union and Employees**

11.01 Added at the end: **“This will be provided on or before the 10<sup>th</sup> of each month”**.

11.02 Added at the end: **“The Employer shall provide an employee with a copy (which may be provided as an electronic copy) of any document on his/her personnel file requested by the employee. Such copies shall be provided on or before the 5<sup>th</sup> working day after such request.”**

11.05 The Employer will also provide the Secretary of the Union with a copy of the Staffing Report on a monthly basis **on or before the 10<sup>th</sup> of each month**.

## **Article 14 – Grievance Procedure**

14.05 Step 1: An employee or the Union may submit a grievance in accordance with clause 14.04. The Director of Regional Office Branch is the authorized representative of the Employer at Step 1 **unless the grievance concerns a decision made by the Director of ROB, in which case the authorized representative may be the Executive Director**. The Director of Regional Office Branch may delegate this responsibility to the Regional Coordinators.

14.06 Step 2: If the grievance is not dealt with to the employee’s satisfaction at step one; the employee or the Union may submit the grievance to Step 2 in accordance with clause 14.04. ~~The National President or either the National Executive Vice President or Branch Director delegated by the National President shall hear and determine the grievance.~~ **The National President shall hear and determine the grievance at Step 2. The National President may delegate this responsibility to the National Executive Vice-President or the Executive Director.**

14.09 a) **For Step 1, Step 2 and Arbitration hearings, the Employer shall grant time off with pay to one (1) representative from the bargaining unit.**

## **Article 15 – Staffing**

15.20 e) (JEEC) The Committee shall meet with no loss of pay incurred and the Employer agrees to pay the necessary transportation. Meetings shall be held on a regular basis (at least ~~two~~ **four** times per year).

**15.22 All terms and temporary assignments may be terminated early by the Employee or Employer and with ten (10) days’ notice.**

15(A).05 If the options identified in 15(A).03 (a), (b), (c), or (d) above are not agreed to by the employee, he/she may choose to separate voluntarily. On such separation, the employee shall have a choice of a voluntary separation package as defined below or, priority recall status for two (2) years.

A voluntary separation package shall be defined as:

- i) ~~Eighteen (18)~~ **Twenty-four (24)** months' pay at current rates for CULE I members; or
- ii) **Twenty-four (24)** months' pay at current rates for CULE II members.

15(A).06 – reference to 15(A)03 (d) has been removed.

### **Article 17 – Hours of Work and Overtime**

17.12 a) Notwithstanding 17.12, when an employee works at PSAC National Conferences and/or **National** or Regional Convention on a day of rest, he/she shall be entitled to be compensated for all hours worked when the overtime worked is authorized and in excess of seven (7) hours.

17.23 (CULE II) The Employer shall reimburse, ~~up to a limit of ten dollars (\$10.00) per hour,~~ **at the hourly rate established as the minimum wage within the relevant provincial jurisdiction**, an employee who is responsible for family care for the cost of substitute care when an employee works outside of her regular hours of work. **The actual costs of a licensed care provider will be reimbursed in accordance with the PSAC Family Care Policy.** Requests for reimbursement shall be supported by appropriate receipts.

17.24 (CULE I) The Employer shall reimburse, **at the hourly rate established as the minimum wage within the relevant provincial jurisdiction**, an employee to help overcome barriers in work situations which go beyond the regular routine. This would include, for example, extended campaigns requiring substantial evening work, working at in residence courses and work that requires more than one overnight, etc. For the purpose of this clause “family” means a relative permanently residing in the employee’s residence or for whom an employee shares custody. **The actual costs of a licensed care provider will be reimbursed in accordance with the PSAC Family Care Policy.** Requests for reimbursement shall be supported by appropriate receipts.

### **Article 18 – Compensation for Travel**

18.05 The Employer agrees to reimburse employees who are required to travel frequently, at least twice per month, an amount up to ~~\$200~~ **\$250** for purchasing **luggage, once every thirty-six (36) months**. Receipt is required.

18.06 a) Employees who, at the request of the Employer, spend ~~35~~ **30** nights per year away from their headquarters area shall be credited with 14 hours (2 days) of compensatory leave.

### **Article 21 - Special Leave with or without Pay**

21.02 d) An employee is entitled to one (1) day’s bereavement leave with pay for the purposes relating to the death of her brother-in-law or sister-in-law, aunt, uncle, niece and

nephew. **One (1) day's leave with pay will be granted for an indigenous employee to attend funeral of an indigenous community member.**

21.06 b) An employee requiring leave for reasons pertaining to the birth or adoption of a child joining their immediate family shall be granted up to thirty-five (35) weeks of leave without pay if the employee also took a period of maternity leave. If the employee did not take any maternity leave, the employee shall be entitled to thirty-seven (37) weeks of leave without pay, **or as provided for under provincial legislation, whichever is greater.** Parental leave cannot be split. For greater clarity, parental leave must be taken in a single, unbroken stretch.

21.07 In respect of the period of maternity leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:  
a) an allowance of ninety-three (93%) of her weekly rate of pay for ~~each week~~ **of the one week** waiting period less any other monies earned during this period; and/or

21.08 In respect of the period of parental leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:  
a) Where the employee is required to serve a **one week** waiting period for EI benefits, he or she shall receive an allowance of ninety-three percent (93%) of her or his weekly rate of pay for this "waiting period".

21.11 Title changes from: "Leave with Pay for Family Related Responsibilities" to "Leave with Pay for Family and **Personal** Responsibilities".

21.11 a) Up to a total of ~~fifty (50)~~ **sixty (60) hours** leave with pay will be granted in the categories below (21.11b, 21.11c and 21.11d) in a calendar year.

21.15 Stress Leave with pay – The employer agrees to allow each CULE 2 member ~~three (3)~~ **four (4)** days of stress leave with pay. These ~~three (3)~~ **four (4)** days will be prorated for part-time employees covered by CULE 2 jurisdiction.....

21.20 d) Compassionate care leave - Leave granted under this article shall be for a minimum period of one (1) week and a maximum of twenty-six (26) weeks.

21.20 g) i) where the employee is required to serve a ~~two-week~~ **one (1) week** waiting period.....

21.20 g) ii) for each week in respect of which the employee receives Compassionate Care benefits **to a maximum of eight (8) weeks**, the difference....

**21.25 Statutory Leave – Leave with or without pay for all other types of leaves provided for under applicable provincial employment standards legislation, that may be amended from time to time, shall be granted. For greater clarity, this only**

applies where there is no greater or equivalent type of leave provided for in the collective agreement.

#### **Article 24 – Welfare Plans and Benefits**

24.02 Up to age 65, the Employer will pay one hundred percent (100%) of a life insurance plan equal to two (2) times the employee's annual salary to the higher thousand. **At age 65 and up to age 70, the Employer will pay one hundred percent (100%) of a life insurance plan equal to one (1) time the employee's annual salary to the higher thousand. At age 70, the life insurance benefit will be reduced to \$1000.**

**24.09 The employer agrees that it will not amend the Welfare and Benefit Plans described in Article 24.01 (a) Extended Health Care Plan, (b) Dental Plan, or (d) Vision Care Benefit of the collective agreement without the prior consent of the union.**

#### **Article 29 – Health and Safety**

29.04 The Employer agrees to conduct appropriate tests of employees and of the work environment **including worksite risk assessments** as deemed necessary with a view to ensuring a safe work environment **in consultation with the JOHSC** and the cost of such tests **or risk assessments** will be borne by the Employer.

29.17 Where necessary, employees required to use their vehicle shall be reimbursed up to ~~\$35.00~~ **\$100.00** for the purchase of a winter survival package for the automobile. A receipt will be required.

**29.18 When travel in Northern or remote locations is routinely required, and when necessary, an employee will be reimbursed to a maximum of \$500 per annum with receipt for On-Star or similar emergency roadside assistance.**

#### **Article 31 – Pay**

Except under unusual circumstances, an employee shall be paid by direct deposit every two (2) weeks and shall be ~~provided with~~ **entitled to an electronic statement accessible through an online payroll portal system** indicating the employee's gross and net entitlement and details of all deductions.

#### **Article 35 – Statement of Duties**

**35.07 The parties agree that all positions will be classified using the nine (9) following factors:**

- **knowledge**
- **interpersonal skills**



- **concentration**
- **physical and visual demands**
- **complexity**
- **impact of the position**
- **responsibility for information**
- **development and leadership of others**
- **environmental working conditions**

**Appendix “A”**

**Band 11**

Effective Date	Step 1 (Min.)	Step 2	Step 3	Step 4	Step 5
May 1, 2015	86,018	88,596	91,255	93,991	96,811

**Other:**

Changed all references to the 1995 Employment Equity Plan to “2015 Employment Equity Plan”.

\$250.00 per employee per annum Healthcare Spending Account in addition to current benefit plan.

The following MOAs have been renewed:

**MOA # 1, 2, 3, 4, 5, 7, 8, 9, 11, 13, 14, 17 & 23**

The following MOAs have been deleted:

**MOA # 12, 19, 20, 21 & 22**

The following MOAs have been changed:

**MOA # 6** – The parties agree to continue the use of Employee Feedback System, in place ~~on the date of ratification~~ **until a new national system is implemented following consultation with staff unions.**

**MOA # 10** – Added the following: **“The Employer agrees that bargaining unit members (Unit I) will facilitate regularly scheduled weekend courses, except in an emergency, or when no bargaining unit member is available. This will not exclude the possibility of co-facilitation with non-bargaining unit members.”**

**MOA # 15 & 15B** have been combined. Salary will be in accordance with Appendix A and will also reflect UNIFOR's salary grid, which is greater.

**MOA # 16** The CEP has been renewed with the following changes:

**The purpose of the CEP is to provide to administrative staff an opportunity to develop the skills and competencies that will help them increase their chances to successfully apply to a competition for an officer level position.**

**Selection criteria:**

**Following are the criteria employees will need to meet in order for them to be eligible to apply to a staffing process related to a CEP:**

- 1. The employee must hold an indeterminate position within the bargaining unit;**
- 2. The employee must have at least one year of continuous service;**

**Priority selection will be given to applicants that have self-identified to one of the equity groups for which the PSAC Employment Equity Plan has identified an actual or a potential representation gap.**

**MOA # 18** has been changed to reflect UNIFOR instead of CEP.

The following new MOAs will now be part of the collective agreement:

#### MOA

#### DOMESTIC VIOLENCE

##### **SECTION 1 - PREAMBLE:**

The Employer and the Union recognize that workplace violence can stem from incidents of domestic violence.

The Employer recognizes that employees sometime face situations of violence or abuse in their personal life that may affect their attendance and performance at work. Therefore, the Employer is committed to providing support to employees who experience domestic violence.

##### **SECTION 2 - DEFINITIONS:**

Domestic Violence is any form of violence between intimate partners. The violence can be physical, sexual, emotional or psychological abuse, including financial control, stalking, harassment, bullying or any other behavior that abuses, devalues or humiliates. It occurs between mixed or same sex intimate partners, who may or may not be married, common law, or living together. It can also continue to

happen after a relationship has ended. It can be a single act of violence, or a number of acts that form a pattern of abuse.

The “workplace” for purposes of this Memorandum is broadly defined to include but not be limited to functions and locations related to the workplace such as conferences, training sessions, work-related social gatherings, work travel, work email or other work-related situations.

### **SECTION 3 – LEAVE OF ABSENCE**

Should an employee be absent from work as a result of domestic abuse or violence, the employee will be entitled to up to seventy (70) hours of paid leave per annum for the purpose of attending medical appointments, legal proceedings and any other activities that people experiencing domestic violence need to manage. Verification satisfactory to the Employer may be required.

This leave will be in addition to existing paid and unpaid leave entitlements and may be taken in consecutive or single days or as a fraction of a day. Leave may be taken without prior approval in emergencies when prior approval could not be obtained.

### **SECTION 4 – CONFIDENTIALITY**

All personal information concerning domestic violence will be kept confidential in line with relevant legislation. No information will be kept on an employee’s personnel file without their express written permission.

### **SECTION 5 – PROTECTION FROM DISCIPLINE AND ADVERSE ACTION**

The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the employer and the union agree that an employee’s culpability in relation to performance issues or potential misconduct shall be mitigated if the employee is dealing with an abusive or violent situation.

### **SECTION 6 –WORKPLACE POLICY**

The Employer will develop a workplace policy on preventing and addressing domestic violence at the workplace. The policy will be made accessible to all employees and will be reviewed annually. It will include the appropriate action to be taken in the event that an employee reports domestic violence or is perpetrating domestic violence, identify the process for reporting, risk assessments and safety planning, indicate available supports and protect employees’ confidentiality and privacy while ensuring workplace safety for all.

### **SECTION 7 – TRAINING**

The Employer will provide awareness training on domestic violence and its impacts on the workplace to all employees.

The Employer will identify a management contact who will be trained in domestic violence issues, for example, training in domestic violence risk assessment and risk management. The Employer will advertise the name of the designated domestic violence contact to all employees.

The Employer shall provide joint training on domestic violence to the union and management representatives facilitated by persons with expertise in the field of domestic violence.

The Employer agrees to pay for lost time, travel time, registration costs, lodging, transportation, meals and other related expenses.

## **SECTION 8 – SUPPORT FOR INDIVIDUALS AND EMPLOYEES**

In order to provide support to an employee experiencing domestic violence and to provide for a safe work environment for all employees, the Employer will invite the employee and Union representative to participate in a discussion to explore appropriate measures to accommodate the employee including but not limited to:

- i. changes to their working hours;
- ii. job assignments;
- iii. job transfer to another location;
- iv. a change to their telephone number, email address, or call screening to avoid harassing contact;
- v. any other appropriate measure including those available under existing provisions for family-friendly and flexible working arrangements.
- vi. taking all necessary measures to ensure the health and safety for all employees in the workplace.

Should an employee experience incidents of domestic violence which could affect the employee's presence and/or performance in the workplace, the employee is encouraged to notify their Coordinator, Regional Coordinator or Director as soon as possible. Coordinators, Regional Coordinators or the Director are encouraged to offer measures of support and provide assistance where possible, such as referrals to community services, and the Employer's EAP program.

## **MOA**

### **NATIONAL WORKING GROUP ON MENTAL HEALTH**

The PSAC and CULE recognize the importance of ensuring a workplace culture which promotes and improves the psychological health and safety of all employees in the workplace.

The Employer is committed to developing a strategy to address mental health in the workplace. This strategy shall be developed in collaboration with the internal staff unions through a National Working Group on Mental Health. This strategy may include the development of policies, guidelines and/or initiatives such as training.

The National Working Group on Mental Health is established with a long-term focus and commitment from senior leadership of the parties. It will consider the unique challenges and impact of working in a political environment. It will focus on continuous improvement and the successful implementation of measures to improve mental health in the workplace.

The National Working Group on Mental Health will provide a report of recommendations to the Leadership of both parties by (date to be determined by the National Working Group on Mental Health).

The recommendations will include a detailed work plan as well as target dates for its completion. The members of the National Working Group on Mental Health may, by mutual agreement, extend this period.

Without limiting the National Working Group's determination of its responsibilities, these will include:

- Identifying ways of reducing and eliminating the stigma in the workplace that is too frequently associated with mental health issues;
- Identifying ways to better communicate the issues of mental health challenges in the workplace and tools such as existing policies, legislation and directives available to support employees facing these challenges;
- Reviewing practices from other jurisdictions and employers that might be instructive for the PSAC;
- Ensuring that psychological health and safety forms part of the organizational decision making process in the workplace;
- Identifying how implementation of the National Standard of Canada for Psychological Health and Safety in the Workplace (the Standard) may best be achieved within the PSAC;
- Seeking input from the Health and Safety Committees and Joint Employment Equity Committees;
- Outlining any possible challenges and barriers that may impact the successful implementation of mental health best practices; and
- Outlining areas where the objectives reflected in the Standard represent a gap with existing approaches within the PSAC. Once identified, make ongoing recommendations to the Leadership of the parties on how those gaps could be addressed. The National Standard for Psychological Health and Safety in the Workplace should be considered a minimum standard that the Employer's policies may exceed.

The PSAC will establish an aggregated data collections process to support the National Working Group on Mental Health and measure the successful implementation of the Standard. The data required will be at the discretion of the National Working Group on Mental Health.

The National Working Group on Mental Health will be comprised of Union and Employer representatives. The Leadership of the parties is responsible for determining the number and the identity of their representatives, with the goal of cross organization representation.

The National Working Group shall meet with no loss of pay incurred. When it is agreed by the Working Group Co-Chairs that travel is required, employees will be reimbursed for travel expenses in accordance with the collective agreement.