



# **TREASURY BOARD NEGOTIATIONS 2018**

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**Education and Library Science (EB)**

**May 29 2018**

## Preamble:

This document represents bargaining proposals of the Public Service Alliance of Canada for this round of negotiations for the Education and Library Science (EB) Group. 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 add to, amend, modify, and withdraw its proposals at any time during Collective Bargaining, to introduce counter-proposals to the Employer's demands, and to introduce new demands that might emerge from discussions at the bargaining table or from new information obtained during negotiations.

The workers covered under this agreement work proudly on behalf of Canadians. Accordingly, the Union is introducing language and reserves the right to introduce additional language to maintain and improve the quality and level of the public services provided to Canadians.

~~Strikethroughs~~ denote proposed deletion. **Bolded** text denotes new language/editorial changes. Where the word **RESERVE** appears, it means that the Union reserves the right to make proposals at a later date. In particular, the Public Service Alliance of Canada reserves the right to introduce a comprehensive wage proposal at an appropriate time during negotiations.

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

Finally, the Union requests of the Employer disclosure of any plans for changes at its administrative or workplace level that may affect this round of negotiations, and reserves the right to make additional proposals after receiving this information.

## **COMMON ISSUES**

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### **RESERVE – Proposals for the following articles shall be negotiated at the Common Issues Table:**

- Articles 8, 9, 11 and 14 – Employee Representatives, Use of Employer Facilities, Information, and Leave with or without pay for Alliance Business
- Article 17 – Sexual Harassment
- Article 19 and Appendix P – Sick Leave with Pay and Supporting Employee Wellness
- Article 20 – Vacation leave with Pay
- Article 21 – Designated Paid Holidays
- Articles 22.03, 22.04, 22.06, 22.07, and 22.09 – Maternity Leave Without Pay, Maternity Allowance, Parental Leave Without Pay, Parental Allowance, and Leave Without Pay for the Care of the Family (Compassionate Care Leave)
- Article 26 – Pay Administration and various others – Phoenix Related
- Article 50 – Technological Change
- Appendix B – Workforce Adjustment
- Appendix K – Implementation of the Collective Agreement
- Appendix M – Child care
- Appendix O – Mental Health in the Workplace
- New – Contracting Out
- New – Term Employment
- New – Domestic Violence Leave
- New – Issues related to the deeming process for RCMP Civilian Members
- New – Social Justice Fund

The Union further reserves on the Joint Learning Program and reserves the right to propose incorporation of what is agreed to at the PA table.

## ARTICLE 2 INTERPRETATION AND DEFINITIONS

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**Amend as follows:**

**“family”** (*famille*) except where otherwise specified in this agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner resident with the employee), child (including child of common-law partner), stepchild, foster child or ward of the employee, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, **brother-in-law, sister-in-law**, the employee’s grandparents and relative permanently residing in the employee’s household or with whom the employee permanently resides, **any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee, a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.**

**Subsequent housekeeping amendments made to Articles 22.02, 22.09, and 22.12 a).**

**ARTICLE 22.12**  
**LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES**

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**Amend as follows:**

- b. The total leave with pay which may be granted under this clause shall not exceed ~~thirty seven decimal five (37.5)~~ **seventy five (75)** hours in a fiscal year.
  
- c. Subject to paragraph (b), the Employer shall grant leave with pay under the following circumstances:
  - i. to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
  - ii. to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
  - iii. to provide for the immediate and temporary care of an elderly member of the employee's family;
  - iv. for needs directly related to the birth or to the adoption of the employee's child;
  - v. to attend school functions, if the supervisor was notified of the function as far in advance as possible;
  - vi. to provide for the employee's child in the case of an ~~unforeseeable~~ closure of the school or daycare facility;
  - vii. ~~seven decimal five (7.5) hours out of the thirty seven decimal five (37.5) hours stipulated in paragraph 22.12 (b) above may be used~~ to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible-;
  - viii. **To visit a terminally ill family member.**
  
- d. Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under sub-paragraph (c)(ii) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

## ARTICLE 22.14 INJURY-ON-DUTY LEAVE

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**Amend as follows:**

### **22.14 Injury-on-duty leave**

An employee shall be granted injury-on-duty leave with pay for such period as ~~may be reasonably determined by the Employer~~ **certified by a Workers' Compensation authority** when a claim has been made pursuant to the *Government Employees' Compensation Act*, and a Workers' Compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

- a. personal injury accidentally received in the performance of his or her duties and not caused by the employee's wilful misconduct,  
  
or
- b. an industrial illness, **vicarious trauma, or any other illness, injury** ~~or a disease~~ arising out of and in the course of the employee's employment,

if the employee agrees to remit to the Receiver General of Canada any amount received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

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

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**Amend as follows:**

**Clause 23.01 to 23.12 inclusively apply only to the employees in the Education (ED) Group and Educational Support (EU) Group**

**23.10 Professional Development**

- a. Professional development refers to an activity which in the opinion of the Employer, is likely to be of assistance to the individual in furthering his or her professional development and to the organization in achieving its goals. The following activities shall be deemed to be part of professional development:
  - i. a course given by the Employer;
  - ii. a course, including correspondence and online courses, offered by a recognized academic institution;
  - iii. a research program carried out in a recognized institution;
  - iv. a symposium, seminar, conference, convention or study session in a specialized field directly related to the employee's work.
- b. The Employer shall communicate to employees the process for accessing the learning opportunities identified in paragraph 23.10(a).
- c. Where an employee has submitted an application for professional development leave in one of the activities described in paragraph 23.10(a) above and has been selected by the Employer, the employee shall continue to receive his or her normal salary plus any allowances that apply, in addition to any increments to which the employee may be entitled. The employee shall receive no pay under Articles 27 and 48 during time spent on professional development leave provided for in this clause.
- d. Employees taking professional development training shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.
- e. Once the Employer has selected an employee for professional development leave, according to subparagraphs 23.10(a)(ii), (iii), (iv) above, the Employer shall consult with the employee to

determine the institution where the work or study program concerned will be undertaken and the duration of the program.

- f. The Employer agrees that professional development days shall be used primarily for academic initiatives rather than departmental initiatives, and agrees to use no more than one (1) professional development day per year for departmental training purposes.**

**The Union reserves the right to make further proposals regarding professional development pending discussion with the Employer.**



## **ARTICLE 27 TRAVELLING TIME**

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### **Amend as follows:**

- 27.01** For the purposes of this agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this article.
- 27.02** When an employee is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clause 27.03 and 27.04. Travelling time shall include time necessarily spent at each stopover en route ~~provided such stop over is not longer than three (3) hours.~~
- 27.03** For the purposes of clause 27.02 and 27.04, the travelling time for which an employee shall be compensated is as follows:
- a. For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer.
  - b. For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or workplace, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or workplace.
  - c. In the event that an alternative time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternative arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.
- 27.04** **When in the performance of his or her duties, an employee is required by the Employer to travel, time necessarily spent in such travel shall be considered as time worked and compensated for as follows:**
- a. **on a normal working day the employee shall be paid:**
    - i. **his or her regular pay for the day for a combined period of travel and work and**

- ii. **at the overtime rate for additional travel and/or work time in excess of his or her regular scheduled hours of work**
- b. **on a day of rest or on a designated paid holiday, the employee shall be paid at the overtime rate for all hours travelled and/or worked**

~~If an employee is required to travel as set forth in clauses 27.02 and 27.03:~~

- a. ~~on a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.~~
- 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 regular 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 on 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.~~

Travel time shall be compensated with a payment, except where, upon request of an employee and with the approval of the Employer, travel time shall be compensated by leave with pay. The duration of such leave shall be equal to the travel time multiplied by the appropriate rate of payment and payment shall be based on the employee's hourly rate of pay in effect on the date immediately prior to the day on which the leave is taken. Compensatory leave outstanding at the end of a fiscal year shall be paid at the employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment, on the last day of the fiscal year.

**27.05** This Article does not apply to an employee when the employee travels by any type of transport in which he or she is required to perform work, and/or which also serves as his or her living quarters during a tour of duty. In such circumstances, the employee shall receive the greater of:

- a. on a normal working day, his or her regular pay for the day;  
or
- b. pay for actual hours worked in accordance with Article 21:  
designated paid holidays, and the overtime provisions of this  
agreement.

**27.06** Compensation under this article shall not be paid for travel time to courses, training sessions, conferences and seminars, unless the employee is required to attend by the Employer.

## ARTICLE 31 STATEMENT OF DUTIES

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**Amend as follows:**

**31.01 At the time of hiring and at any time** Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his or her position, including the classification level, and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization, **supervisory and reporting relationships, and classification levels of respective positions. Each aforementioned document shall require supervisor's and employee's signatures and receipt date and shall contain a paragraph explaining employees' right to grieve the content within prescribed timelines.**

**The Employer shall conduct a review of, and make any necessary updates to, an employee's Statement of Duties every four (4) years.**

**ARTICLE 33  
EMPLOYEE PERFORMANCE REVIEW  
AND EMPLOYEE FILES**

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**Amend as follows:**

33.03 Upon written request of an employee, ~~the~~ **all** personnel file(s) of that employee shall be made available **for the employee** ~~once per year~~ for his or her examination in the presence of an authorized representative of the Employer. **The Employer agrees to maintain all personnel files in one location.**

**The Union reserves the right to make further proposals regarding employee performance and employee review files pending discussion with the Employer.**

**ARTICLE 45  
WORK YEAR AND HOURS OF WORK  
FOR THE ED-LAT SUB-GROUP**

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**NEW**

**45.12 Notwithstanding 45.11, employees shall be authorized to conduct their preparation time away from the Employer's premises.**

**ARTICLE 46**  
**PEDAGOGICAL BREAK**

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**Amend as follows:**

**46.04 Employees shall be granted a summer pedagogical break with pay which will include all calendar days between July 1 and July 9 inclusively. During this time, employees are entitled to one (1) designated paid holiday as provided for under clause 21.01 of this agreement.**

## ARTICLE 48 OVERTIME

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### Amend as follows:

~~48.01~~ This Article applies only to employees whose work year is twelve (12) months.

### ~~48.02~~

**48.01 a.** When an employee works overtime authorized by the Employer, the employee shall be compensated on the basis of **double (2) time** ~~time and one-half (1-1/2)~~ for all hours worked in excess of seven decimal five (7.5) hours per day. **For greater clarity, this includes all overtime performed over the employee's regularly scheduled hours of work, on a first (1<sup>st</sup>), second (2<sup>nd</sup>) or subsequent day of rest. Second (2<sup>nd</sup>) or subsequent day of rest means the second (2<sup>nd</sup>) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest.**

### ~~LS/EU — 48.03 LS and EU Groups~~

~~When an employee works overtime authorized by the Employer on his or her normal day of rest, compensation shall be granted on the basis of time and one-half (1-1/2) for all hours worked on the first day of rest, and double (2) time on the second day of rest.~~

### ~~ED — 48.03 ED Group~~

- ~~(a) — When an employee is required by the Employer to work overtime on a normal day of rest, compensation shall be granted on the basis of time and one-half (1-1/2) for all hours worked.~~
- ~~(b) — An employee who is required to work on a second day of rest is entitled to compensation at double (2) time provided that the employee also worked on the first day of rest. Second day of rest means the second day in an unbroken series of consecutive and continuous calendar days of rest.~~

### **48.11 Meals**

- a. An employee who works three (3) or more hours of overtime immediately before or immediately following normal hours of work shall be reimbursed expenses for one meal in the amount of ~~nine dollars (\$9.00)~~ **twenty dollars (\$20.00)**, except where free meals are provided or the employee is on travel status.



- b. When an employee works overtime continuously extending four (4) hours or more beyond the period provided in paragraph (a), the employee shall be reimbursed for one additional meal in the amount of ~~nine dollars (\$9.00)~~ **twenty dollars (\$20.00)** for each additional four (4)-hour period of overtime worked thereafter, ~~except where free meals are provided.~~
- c. When overtime is worked in accordance with paragraphs 48.11(a) and (b) above, reasonable time to be determined by the Employer shall be allowed to the employee in order to take a meal break either at or adjacent to the employee's place of work, and such time shall be paid at the overtime rate where applicable.
- d. Paragraphs 48.11(a) and (b) shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

## ARTICLE 49 ALLOWANCES

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**Amend as follows:**

### **49.05 Allowance for teachers of specialist subjects**

a. **Definition**

Any subject can be considered as a field of specialization as they are variable depending on the Provincial Ministry of Education. The definition of Specialization is the recognition of additional training in teachable subject area within the assigned curriculum.

b. **Eligibility**

- i. Where a specialist's qualification is recognized by a Provincial Ministry of Education or College of Teachers, that qualification will be considered to meet the clause requirements.
- ii. In other cases, the training courses required for a specialization allowance are post-secondary courses in a subject area within assigned curriculum; namely university accredited courses and/or recognized training courses with the written approval of the Principal (Superintendent or Chief of Education and Training or equivalent). These courses are beyond the basic requirements for teacher certification. An employee who is assigned to counselling duties or teaching duties and who has a total cumulative recognized time of two hundred and seventy (270) hours of additional training in teachable subject area within the assigned curriculum as defined in (a) and (b) is eligible for the allowance.
- iii. **Where a principal certifies that a teacher has a specialization in a traditional First Nation language, and that language is a teachable subject within the assigned curriculum, that teacher shall be eligible for the allowance.**

c. **Allowance**

An employee who is eligible under (a) and (b) shall receive an allowance in excess of that to which he or she is eligible in view of his or her academic and professional qualifications or experience: Effective on the date of signing of this agreement: \$1,015 per annum.

~~No employee will be paid more than one allowance for specialization under this clause.~~

d. **Grandparent protection**

Any employee who on the signing of the Memorandum of Agreement dated June 17, 2003, was receiving a specialist's allowance under clause 49.05 of the Education and Library Science collective agreement expired on June 30, 2003, will be paid the allowance as long as he or she remains in his or her current substantive position.

e. **Limitation**

The same courses will not be applied simultaneously towards salary determination as per the pay grid for Annual Rates of Pay set forth in Appendix A and towards a specialist allowance. If courses already used to determine the employee's eligibility for the specialist allowance are applied for salary determination as per the pay grid for Annual Rates of Pay set forth in Appendix A, the specialist allowance will terminate. On the basis of other additional courses, an employee may reapply for a specialist allowance previously held when it can be determined through a re-evaluation of the total courses accumulated that he or she has met again the requirements in accordance with (a) and (b) for a specialist allowance.

## ARTICLE 57

### MATERNITY-RELATED REASSIGNMENT OR LEAVE

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**Amend as follows:**

**57.01** An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the **nursing period** ~~twenty-fourth (24th) week following the birth,~~ 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 workplace committee or the health and safety representative.

**57.02** An employee's request under clause 57.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. ~~Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.~~

**57.03** An employee who has made a request under clause 57.01 is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:

- a. modifies her job functions or reassigns her;
- or
- b. informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.

**57.04** Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.

**57.05** 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~~ 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.~~

**57.06** An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks' notice in writing to the Employer of any change in duration of the

risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

**57.07** Notwithstanding clause 57.05, for an ~~officer~~ **Employee** working in an institution where she is in direct and regular contact with offenders, if 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 ~~officer~~ **Employee** in writing and shall grant leave of absence with pay to the ~~officer~~ **Employee** for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than at the time the ~~officer~~ **Employee** proceeds on maternity leave without pay or the termination date of the pregnancy, whichever comes first.

**NEW ARTICLE  
INDEMNIFICATION OF EMPLOYEES**

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**RESERVE**

**The Union reserves the right to table a demand concerning the indemnification of employees following discussion with the Employer.**

**NEW ARTICLE**  
**ALTERNATIVE WORK ARRANGEMENTS**

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**XX.01 The Employer shall not unreasonably deny employee requests to carry out regularly assigned work duties away from the Employer's premises.**

## **NEW ARTICLE WHISTLEBLOWING**

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**No employee shall be disciplined or otherwise penalized, including but not limited to, demotion, suspension, dismissal, financial penalty, loss of accumulated service, advancement or opportunity in the public service, as a result of disclosing any wrongful act or omission, such as an offence against an Act of Parliament, an Act of a legislature of any province or any instrument issued under any such Act; an act or omission likely to cause a significant waste of public money; an act or omission likely to endanger public health or safety or the environment.**



## **APPENDIX A RATES OF PAY AND PAY NOTES**

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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 may include, but will not be restricted to:

- Real economic increases that reflect the continued strength of the Canadian economy;
- Parity with comparable jobs and employers;
- Elimination of unpopulated pay grids;
- Introduction of new allowances;
- New national rate of pay for 12 month teachers/instructors;
- Retroactivity back to the first day of the contract.

**APPENDIX N**  
**ED-EST 12 MONTH TEACHERS**

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**RESERVE – The Union reserves the right to make proposals concerning this MOU pending discussion with the Employer.**