



TREASURY BOARD NEGOTIATIONS 2014

Education and Library Science (EB)

July 2014

Proposed 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.

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.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

Amend as follows:

ARTICLE 2 INTERPRETATION AND DEFINITIONS

“family” (*famille*) except where otherwise specified in this Agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother **(including step-brother, brother-in-law)**, sister **(including step-sister, sister-in-law)**, spouse (including common-law partner spouse resident with the employee), child (including child of common-law partner), stepchild, **foster child** or ward of the employee, grandchild, **step-grandchild**, father-in-law, mother-in-law, **son-in-law, daughter-in-law**, the employee’s grandparents, **grandparents of spouse, aboriginal spirit friend, any person over whom the employee holds power of attorney**, and relative permanently residing in the employee’s household or with whom the employee permanently resides.

**ARTICLE 9
USE OF EMPLOYER FACILITIES**

Amend as follows:

**ARTICLE 9
USE OF EMPLOYER FACILITIES**

NEW

9.05 The Employer shall provide all employees with a hard-copy of each new collective agreement concluded between the parties. Distribution shall be made within one month of receipt of the collective agreement from the printers. For new employees, the Employer shall provide a hard-copy collective agreement to each new employee on their date of hire.

The Union reserves the right to table further demands regarding the use of Employer facilities.

ARTICLE 14
LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

RESERVE

The Union reserves the right to table demands regarding the article.

**ARTICLE 16
NO DISCRIMINATION**

Amend as follows:

**ARTICLE 16
NO DISCRIMINATION**

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

ARTICLE 17 SEXUAL HARASSMENT

Amend as follows:

Change title to: **HARASSMENT AND ABUSE OF AUTHORITY**

17.01 The Alliance and the Employer recognize the right of employees to work in an environment free from ~~sexual~~ harassment, **abuse of authority and bullying** and agree that ~~sexual~~ harassment, **abuse of authority and bullying** will not be tolerated in the workplace.

NEW

17.02 Definitions:

- a) **Harassment and bullying is defined as: any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affect an employee's dignity or psychological or physical integrity, and that results in a harmful work environment for the employee. A single serious incident of such behaviour that has a lasting harmful effect on an employee may also constitute harassment.**

- b) **Abuse of authority occurs when an individual uses the power and authority inherent in his/her position to endanger an employee's job, undermines the employee's ability to perform that job, threatens the economic livelihood of that employee or in any way interferes with or influence the career of the employee. It may include intimidation, threats, blackmail or coercion.**

~~17.02~~ **17.03**

- (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

- (b) If by reason of paragraph (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

~~17.03~~ **17.04**

By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with ~~sexual~~ harassment. The selection of the mediator will be by mutual agreement.

~~17.04~~ **17.05**

Upon request by the complainant(s) and/or respondent(s), an official copy of the investigation report shall be provided to them by the Employer, subject to any restriction pursuant to the *Access to Information Act* and the *Privacy Act*.

The Union reserves the right to propose language concerning workplace surveillance.

**ARTICLE 20
VACATION LEAVE WITH PAY**

Amend as follows:

**ARTICLE 20
VACATION LEAVE WITH PAY**

Accumulation of Vacation Leave Credits

20.02 For each calendar month in which an employee has earned at least seventyfive (75) hours' pay, the employee shall earn vacation leave credits at the rate of:

Conversion Examples	
4 weeks	12.5 hours
5 weeks	15.625 hours
6 weeks	18.75 hours
7 weeks	21.875 hours
8 weeks	25 hours

- (a) **twelve decimal five (12.5)** ~~nine decimal three seven five (9.375)~~ hours until the month in which the anniversary of the employee's **seventh (7th)** ~~eighth (8th)~~ year of service occurs if the employee is in the ED or EU Groups;
or
~~nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's seventh (7th) year of service occurs if the employee is in the LS Group;~~
- (b) **fifteen decimal six two five (15.625)** ~~twelve decimal five (12.5)~~ hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs if the employee is in the ED or EU Groups;
or
~~twelve decimal five (12.5) hours commencing with the month in which the employee's seventh (7th) anniversary of service occurs if the employee is in the LS Group;~~
- (c) **eighteen decimal seven five (18.75)** ~~thirteen decimal seven five (13.75)~~ hours commencing with the month in which the employee's **fourteenth (14th)** ~~sixteenth (16th)~~ anniversary of service occurs;

- (d) **twenty-one decimal eight seven five (21.875)** ~~fourteen decimal four (14.4)~~ hours commencing with the month in which the employee's **twenty-first (21st)** ~~seventeenth (17th)~~ anniversary of service occurs;
- (e) **twenty-five (25)** ~~fifteen decimal six two five (15.625)~~ hours commencing with the month in which the employee's **twenty-eighth (28th)** ~~eighteenth (18th)~~ anniversary of service occurs;
- (f) ~~sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;~~
- (g) ~~eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.~~

20.03

- (a) (i) For the purpose of clause 20.02 only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave ~~except where a person who, on leaving the public service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay off and is reappointed to the public service within one year following the date of lay off. For greater certainty, severance payments taken under Article 24.04 to 24.07, or similar provisions in other collective agreements, do not reduce the calculation of service for persons who have not yet left the public service.~~
- (ii) **For the purpose of clause 20.03(a) (i) only, any former service in the Canadian Forces for a continuous period of six months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits.**

The Union reserves the right to table further proposals concerning Vacation Leave with Pay pending discussion with the Employer.

ARTICLE 21 DESIGNATED PAID HOLIDAYS

Amend as follows:

ARTICLE 21 DESIGNATED PAID HOLIDAYS

21.01 Subject to clause 21.02, the following days shall be designated paid holidays for employees:

- (a) New Year's Day **and January 2nd**;
- (b) Good Friday;
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday;
- (e) Canada Day;
- (f) Labour Day;
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving;
- (h) Remembrance Day;
- (i) Christmas Day;
- (j) Boxing Day;
- (k) ~~one (1)~~ **two (2)** additional **days** in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional ~~day is~~ **days are** recognized as a provincial or civic holiday, the **third Monday in February and the first Monday in August**;
- (l) one (1) additional day when proclaimed by an Act of Parliament as a national holiday.

The Union reserves the right to table further proposals concerning Designated Paid Holidays pending discussion with the Employer.

ARTICLE 22.01 VOLUNTEER LEAVE

Amend as follows:

22.01 Volunteer Leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single **or multiple** period(s) of up to seven decimal five (7.5) hours of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.

The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leaves at such times as the employee may request.

ARTICLE 22.02
BEREAVMENT LEAVE WITH PAY

Amend as follows:

22.02 Bereavement Leave With Pay

- (a) When a member of the employee's family dies, an employee shall be entitled to a bereavement period of **ten (10)** ~~seven (7) consecutive~~ **working** calendar days. Such bereavement period, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death. **Upon request of the employee, one (1) days' leave may be utilized at a later date when interment does not immediately follow the death of the family member.**
- (b) An employee is entitled to **seven (7)** ~~one (1)~~ day's bereavement leave with pay for the purpose related to the death of his or her ~~son-in-law, daughter-in-law, brother-in-law or sister-in-law,~~ **aunt, uncle, niece, nephew, cousin, or co-worker. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.**
- (c) If, during a period of ~~paid sick leave, vacation leave or compensatory~~ leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under paragraphs (a) and (b), the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- (d) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department **shall** ~~may~~, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in paragraphs (a) and (b).

ARTICLE 22.07
PARENTAL ALLOWANCE

Amend as follows:

22.07 Parental Allowance

(a) An employee 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), 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 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) the employee will return to work 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 employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 22.04(a)(iii)(B), if applicable;~~

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

~~(allowance — X (remaining period to be worked following his/her return to work) received) [total period to be worked as specified in section (B)~~

~~however, an employee whose specified period of employment expired and who is rehired in any portion of the Core Public Administration as specified in the Public Service Labour Relations Act or Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency 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 employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).~~

~~(b) —~~ (e) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:

(i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;

(ii) for each week in respect of which the employee receives parental, adoption or paternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between the ninety-three per cent (93%) of his or her weekly rate and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period.

(iii) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.

ARTICLE 22.09
LEAVE WITHOUT PAY FOR THE CARE OF FAMILY

RESERVE

The Union reserves the right to make proposals concerning the Care of Family and Compassionate Care leave, pending discussion with the Employer.

ARTICLE 22.13
LEAVE WITH PAY FOR FAMILY- RELATED RESPONSIBILITIES

Amend as follows:

22.13 Leave with Pay for FamilyRelated Responsibilities

- (a) For the purpose of this clause, family is defined as **per Article 2.**
- (i) ~~spouse (or commonlaw partner resident with the employee);~~
 - (ii) ~~children (including foster children, step children and children of spouse or commonlaw partner);~~
 - (iii) ~~parents (including stepparents or foster parents); or~~
 - (iv) ~~any relative permanently residing in the employee's household or with whom the employee permanently resides.~~
- (b) The total leave with pay which may be granted under this clause shall not exceed **seventy-five (75)** ~~thirty seven decimal five (37.5)~~ hours in a fiscal year. **Any unused leave credits under this article shall be carried-over by the employee to the following 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.
- (d) ~~seven decimal five (7.5) hours out of the thirty seven decimal five (37.5) hours stipulated in paragraph 22.13 (b) above may be used:~~
- (i)(v) to attend school functions, if the supervisor was notified of the function as far in advance as possible;

~~(ii)~~**(vi)** to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;

~~(iii)~~**(vii)** 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.

NEW

(viii) Any other requirement directly related to the needs of the employee's family.

~~(e)~~ **(d)** Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under subparagraph (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.

NEW

(e) An employee who has used his or her entire allotment in 22.13 (b) and who is unable to report for or complete his or her regularly scheduled shift due to family-related responsibilities, shall be granted leave with pay and be allowed to make up such hours on leave hour for hour within a period of thirty (30) days at times mutually agreed upon by the Employer and the employee.

The Union reserves the right to table further proposals concerning this article pending discussion with the Employer.

ARTICLE 22.14 COURT LEAVE

Amend as follows:

22.14 Court Leave

The Employer shall grant leave with pay to an employee for the period of time he or she is required:

- (a) to be available for jury selection;
- (b) to serve on a jury;
- (c) by subpoena or summons to attend as a witness, **applicant, or respondent** in any proceeding held:
 - (i) in or under the authority of a court of justice or before a grand jury,
 - (ii) before a court, judge, justice, magistrate or coroner,
 - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position,
 - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,or
- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

ARTICLE 22.15 INJURY ON DUTY LEAVE

Amend as follows:

22.15 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 willful misconduct,

or

- (b) an industrial illness 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.

The Union reserves the right to make further proposals concerning Injury on Duty Leave, pending discussion with the Employer.

ARTICLE 23
EDUCATION LEAVE WITHOUT PAY AND CAREER
DEVELOPMENT LEAVE

RESERVE

The Union reserves the right to make proposals concerning Education Leave Without Pay and Career Development Leave, pending discussion with the Employer.

ARTICLE 25
PENOLOGICAL FACTOR ALLOWANCE

RESERVE

The Union reserves the right to make proposals concerning Penological Factor Allowance, pending discussion with the Employer.

ARTICLE 26
PAY ADMINISTRATION

Amend as follows:

26.07 Acting Pay

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

The Union reserves the right to table language providing acting employees the ability to move up the increment scale for their acting positions based on cumulative employment at a particular group and level.

**ARTICLE 30
SHIFT AND WEEKEND PREMIUMS**

Proposed language:

**ARTICLE 30
SHIFT AND WEEKEND PREMIUMS**

NEW

30.XX Both the shift and weekend premiums shall be considered as part of the employee's pensionable wages.

ARTICLE 32 DISCIPLINE

Amend as follows:

- 32.01** When an employee is suspended from duty or terminated in accordance with paragraph 12(1)(c) of the Financial Administration Act, the Employer undertakes to notify the employee in writing of the reason for such suspension or termination. The Employer shall endeavour to give such notification at the time of suspension or termination.
- 32.02** When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning him or her or to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Alliance attend the meeting. Where practicable, the employee shall receive a minimum of one (1) day's notice of such a meeting.
- 32.03** The Employer shall notify the local representative of the Alliance as soon as possible that such suspension or termination has occurred.
- 32.04** The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.
- 32.05** Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.
- 32.06** **There shall be no discipline or threat of discipline for exercising, in good faith, any rights under part 2 of the Canada Labour Code. For the purposes of this article, a ministerial declaration alone does not constitute proof of bad faith.**

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

Amend as follows:

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

33.01

- (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained in the form.
- (b) The Employer's representative(s) who assess(es) an employee's performance must have observed or been aware of the employee's performance for at least one half (1/2) of the period for which the employee's performance is evaluated.
- (c) An employee has the right to make written comments to be attached to the performance review form.

33.02

- (a) Prior to **commencement of** an employee performance review **period**, the employee shall be given:
 - (i) the evaluation form which will be used for the review;

NEW

- (ii) **the work objectives and evaluation criteria that will be used to assess performance;**
 - ~~(ii)~~ (iii) any written document which provides instructions to the person conducting the review;
- (b) if during the employee performance review, either the form, **work objectives, evaluation criteria**, or instructions are changed, they shall be given to the employee. **Employee's performance shall never be evaluated using forms, work objectives, evaluation criteria, or**

instructions developed after the fact without the employee's prior notification.

33.03

- (i) Upon written request of an employee, the personnel file(s) of that employee shall be made available once per year for his or her examination in the presence of an authorized representative of the Employer. **This includes by secure electronic access when the employee is outside of the workplace.**

NEW

- (ii) **When a report pertaining to an employee's performance or conduct is placed on that employee's personnel file, the employee concerned shall be given:**
- a) **A copy of the report placed on their file;**
 - b) **An opportunity to sign the report in question to indicate that its contents have been read; and**
 - c) **An opportunity to submit such written representations as the employee may deem appropriate concerning the report and to have such written representations attached to the report.**

NEW

33.04 Any document or written statement critical of an employee's performance, which may have been placed on the employee's file(s), shall be destroyed after two (2) years have elapsed.

NEW

33.05 The employee shall be entitled to be accompanied by a union representative during all discussions of the employee's performance.

NEW

33.06 Employees shall have the right to grieve their performance review.

NEW

33.07 An employee shall have the right to authorize a named representative of the Union to examine his or her official employee file in his or her absence. Any such representative shall provide the express written authorization of the employee to the appropriate official of the Department of Human Resources. A separate authorization shall be provided for each such request.

**ARTICLE 34
HEALTH AND SAFETY**

RESERVE

The Union reserves the right to present proposals concerning this Article pending discussion with the Employer with respect to CLC OHS requirements.

ARTICLE 37
GRIEVANCE PROCEDURE

RESERVE

The Union reserves the right to table proposals concerning the Grievance Procedure, pending discussion with the Employer.

**ARTICLE 38
PART-TIME EMPLOYEES**

Amend as follows:

**ARTICLE 38
PARTTIME EMPLOYEES**

General

38.02 Parttime employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal weekly hours of work compare with the normal weekly hours of work, specified for the relevant group or subgroup, of fulltime employees unless otherwise specified in this Agreement. **For greater clarity, employees working at eighty percent (80%) or higher will be considered full-time employees and receive the benefits provided to full-time employees.**

ARTICLES 43,44 & 45
WORK YEAR AND HOURS OF WORK – LS,ED-EST,EU,ED-LAT

Amend as follows:

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

NEW - 45.04

The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day except on occasions when operational requirements do not permit.

The Union reserves the right to make further proposals concerning the Work Year and Hours of Work for the LS, ED-EST, EU, and ED-LAT groups, pending discussion with the Employer.

ARTICLE 48 OVERTIME

Amend as follows:

ARTICLE 48 OVERTIME

~~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 (1st), second (2nd) or subsequent day of rest. Second (2nd) or subsequent day of rest means the second (2nd) 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.~~

NEW

48.XX

- (a) Overtime shall be compensated in cash except that, upon request of an employee and with the approval of the Employer, or at the request of the Employer and with the concurrence of the employee, overtime may be compensated in equivalent leave with pay.**
- (b) The Employer shall endeavour to make cash payment for overtime in the pay period following that in which the credits were earned.**
- (c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.**
- (d) Employees shall have the right to carry-over unused compensatory leave to the following fiscal year.**
- (e) Compensatory leave earned in a fiscal year, and outstanding as of September 30th of the next following fiscal year will be paid at the employee's rate of pay on September 30th.**

NEW

48.XX Where, in respect of any period of compensatory leave, an employee is granted:

- (a) bereavement leave with pay,
or**
- (b) leave with pay because of illness in the immediate family,
or**
- (c) sick leave 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 49 ALLOWANCES

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

All allowances shall be considered as part of the employee's pensionable wages.

These will include, but not be limited to:

- New: Cost of Living Allowance
- New: Home Internet Allowance
- New: Home Office Allowance
- New: Long Service Allowance
- New: Traditional Languages Allowance
- Expand Article 49 to allow for compensation for more than one specialist subject.

The Union reserves the right to make further proposals concerning Allowances pending discussion with the Employer.

ARTICLE 52 RELIGIOUS OBSERVANCE

Amend as follows:

ARTICLE 52 RELIGIOUS OBSERVANCE

- 52.01** The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfil his or her religious obligations.
- 52.02** Employees may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave, leave without pay for other reasons or a shift exchange (in the case of a shift worker) in order to fulfil their religious obligations.
- 52.03** Notwithstanding clause 52.02, at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfil his or her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.
- 52.04** An employee who intends to request leave or time off under this Article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence. **However in cases of emergency and last-minute notice of ceremonies, reasonable requests made within the four (4) week notice period will not be withheld by the Employer.**

The Union reserves the right to make further proposals concerning Religious Observance, pending discussion with the Employer.

ARTICLE 57

MATERNITY-RELATED REASSIGNMENT OR LEAVE

Amend as follows:

ARTICLE 57

MATERNITYRELATED REASSIGNMENT OR LEAVE

- 57.01** An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twentyfourth (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 twentyfour (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 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 in writing and shall grant leave of absence with pay to the officer 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 proceeds on Maternity Leave Without Pay or the termination date of the pregnancy, whichever comes first.

ARTICLE 58
MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

Amend as follows:

ARTICLE 58
MEDICAL APPOINTMENT FOR PREGNANT *AND DISABLED* EMPLOYEES

- 58.01** Up to three decimal seven five (3.75) hours of reasonable time off with pay will be granted to pregnant employees and **persons with disabilities** for the purpose of attending routine medical appointments.
- 58.02** Where a series of continuing appointments is necessary for the treatment of a particular condition relating to the pregnancy **or disability**, absences **additional to that specified in paragraph 58.01** shall be charged to sick leave.

ARTICLE 60.01
LEAVE FOR ED-EST AND EU EMPLOYEES WHO WORK A
TEN (10) MONTH WORK YEAR

Amend as follows:

60.01 The Employer shall grant ED-EST and EU employees who work a ten (10) month work year up to ~~fifteen (15)~~ **thirty (30)** hours of leave with pay within each school year for personal reasons, at a time requested by the employee, provided the employee gives the Employer advance notice prior to the commencement of the leave of at least five (5) working days, unless there is a valid reason, as determined by the Employer, why such notice cannot be given.

APPENDIX A RATES OF PAY AND PAY NOTES

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 increase that reflect the continued strength of the Canadian economy;
- Parity with comparable jobs and employers;
- Elimination of regional pay grids;
- Introduction of new allowances;
- Compensation for 12 month teachers following from outstanding pay study findings;
- Retroactivity back to the first day of the contract.

APPENDIX B WORKFORCE ADJUSTMENT

The Union will be making proposals with respect to the Workforce Adjustment Appendix in a number of areas, including (but not limited to) increased job and income security for employees and recognition of employees' years of service. The Union intends to table these proposals pending discussion with the Employer and pending the Employer's fulfilling of the Union's information request.

**APPENDIX D
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TREASURY BOARD OF CANADA AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
WITH RESPECT TO CLASS SIZE AND CLASS SIZE RELATED
ISSUES FOR INAC SCHOOLS**

The parties adhere to the principle that as a profession Indian and Northern Affairs Canada (INAC) is required to adopt, at a minimum, the provincial standards for education that have been established under the relevant legislation and regulations applicable within the province in which the INAC schools are located.

The parties agree to the establishment of a Local Class Size Committee in each community where federal INAC schools are located.

The purpose of a Local Class Size Committee is to provide an annual opportunity for a committee of teachers from the school, or family of schools, to review the projected enrolment and the planned class placement of students by grade, or multi-graded classroom assignments where such may be required, for the following school year.

A Local Class Size Committee may make recommendations to the Principal(s) of the school(s) on the organization of classrooms and class sizes while taking into consideration the projected enrolment of the school(s), teaching and course load requirements, accommodation of identified special education pupils, and timetable scheduling within the available professional staffing allocation for the following school year.

A Local Class Size Committee may also make written recommendations to the respective Superintendent of Education or Director of Education where staffing concerns cannot be addressed at the school level. Teaching assignments for the next school year are subject to the approval of the Director of Education, or designate, and every effort will be made to confirm these by April 15th of the current school year.

In the event that the staffing allocation to the school(s) results in an average class size, in the aggregate, which exceeds the provincial norms established by statute or regulation, a Regional Class Size Committee will be provided an opportunity to make a documented presentation to the appropriate Regional Human Resources Management Committee that will consider the appropriateness for increasing the professional staffing allocation to the program. Representatives of the Local and the Regional Class Size Committees shall develop their terms of reference regarding class size and class size related issues.

Local Class Size Committee(s)

A Local Class Size Committee, at the request of either party, shall be established in each school.

(a) The teachers of each school shall elect up to three (3) of their number (where applicable, one from each division - Primary, Junior, and Intermediate) as members of the Local Class Size Committee for the school.

(b) The teachers of a family of schools shall elect up to six (6) of their number (where applicable, two from each division - Primary, Junior, and Intermediate) as members of the Local Class Size Committee for the family of schools.

(c) Each Local Class Size Committee will meet a minimum of two (2) times per school year, no later than April 15th of the current school year and September 15th of the following school year, with the principal(s) of the school(s) and, where required, with the Superintendent of Education or Director of Education.

Regional Class Size Committee

A Regional Class Size Committee shall be formed of three (3) representatives from the Local Class Size Committee(s) and up to three (3) Principals/Vice Principals. The Regional Class Size Committee shall be given the opportunity to make a documented presentation for additional professional staffing to the Regional Human Resource Management Committee should it be determined that the teacher staffing allocation results in a higher average class size, in the aggregate, which exceeds the norms established by provincial statute or regulation. The Regional Human Resource Management Committee shall provide a written response no later than two (2) weeks after the documented presentation.

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

APPENDIX H
JOINT LEARNING PROGRAM

RESERVE

The Union reserves the right to propose amendments to Appendix H:

MEMORANDUM OF UNDERSTANDING
WITH RESPECT TO A JOINT LEARNING PROGRAM

**APPENDIX K
MEMORANDUM OF UNDERSTANDING
BETWEEN THE TREASURY BOARD AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
WITH RESPECT TO IMPLEMENTATION
OF THE COLLECTIVE AGREEMENT**

Amend as follows:

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TREASURY BOARD AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
WITH RESPECT TO IMPLEMENTATION
OF THE COLLECTIVE AGREEMENT**

This memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in respect of the implementation period of the collective agreement.

The provisions of this collective agreement shall be implemented by the Parties within a period of ~~one hundred and fifty (150)~~ **ninety five (95)** days from the date of signing.

NEW ARTICLE MEDICAL APPOINTMENT

Medical or Dental Appointments

- xx. Employees shall make every reasonable effort to schedule medical or dental appointments on their own time. However, in the event that medical or dental appointments cannot be scheduled outside of working hours, employees shall be granted leave with pay to attend medical or dental appointments.**

Medical Certificate

- xx. In all cases, a medical certificate provided by a legally qualified medical practitioner shall be considered as meeting the requirements of paragraph 19.02(a).**
- xx. When an employee is asked to provide a medical certificate by the Employer, the employee shall be reimbursed by the Employer for all costs associated with obtaining the certificate. Employees required to provide a medical certificate shall also be granted leave with pay for all time associated with the obtaining of said certificate.**

NEW ARTICLE CHILD CARE

RESERVE

The Union reserves the right to propose language on the creation of a national joint union-management committee to review the child care needs of PSAC members, research the availability of quality child care meeting those needs, and develop specific proposals to increase availability of workplace child care centres across the country through employer funding.

The Union further reserves the right to table a demand concerning the introduction of workplace daycare.

**NEW ARTICLE
NO CONTRACTING OUT**

RESERVE

The Union reserves the right to make proposals concerning No Contracting Out pending discussion with the Employer.

**NEW ARTICLE
PRE-RETIREMENT LEAVE**

Proposed language:

NEW

Xx.Xx The Employer will provide thirty-seven decimal five (37.5) hours of paid leave per year, up to a maximum of one-hundred and eighty seven decimal five (187.5) hours, to employees who have the combination of age and years of service to qualify for an immediate annuity without penalty under the *Public Service Superannuation Act*.

NEW ARTICLE PRE-RETIREMENT TRANSITION LEAVE

Proposed language:

NEW

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

NEW ARTICLE
SELF-FUNDED LEAVE AND LEAVE WITH INCOME AVERAGING

RESERVE

The Union reserves the right to make proposals concerning income averaging pending discussion with the Employer.

**NEW ARTICLE
SENIORITY RIGHTS**

RESERVE

The Union reserves the right to table proposals concerning Seniority Rights pending discussion with the Employer.

**NEW ARTICLE
STAFFING**

RESERVE

The Union reserves the right to table proposals concerning staffing pending discussion with the Employer.

NEW ARTICLE
INDEMNIFICATION OF EMPLOYEES

RESERVE

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

NEW ARTICLE
SOCIAL DELEGATES NETWORK

RESERVE

The Union reserves the right to make proposals concerning Social Delegates Network pending discussion with the Employer.

**NEW ARTICLE
SOCIAL JUSTICE FUND**

Proposed language:

NEW

The Employer shall contribute one cent (\$0.01) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the bargaining unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

NEW ARTICLE UNIFORMS

RESERVE

The Union reserves the right to table a demand concerning the ethical procurement of uniforms and clothing provided by the Employer to employees.

NEW ARTICLE WHISTLEBLOWING

Proposed language:

NEW

No employee shall be disciplined or otherwise penalized, including but not limited to, demotion, suspension, dismissal, financial penalty, loss of seniority, 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.

The Union reserves the right to table further proposals concerning this issue pending discussion with the Employer.