



Treasury Board of Canada
Secretariat

Secrétariat du Conseil du Trésor
du Canada

**EMPLOYER NON-MONETARY PROPOSALS
FOR THE
EDUCATION AND LIBRARY SCIENCE (EB) GROUP
WITH
THE PUBLIC SERVICE ALLIANCE OF CANADA**

**NEGOTIATIONS FOR THE RENEWAL
OF THE COLLECTIVE AGREEMENT
EXPIRING ON JUNE 30, 2021**

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June 22, 2021

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INTRODUCTION

With consideration to the safety and security of Canadians, as well as supporting the continuous improvement of service to Canadians, the Employer's negotiation objectives for this round of bargaining are to:

- preserve and enhance management authorities to continue to effectively and efficiently meet operational requirements;
- enhance flexibilities with regards to hours of work provisions;
- support pay administration simplification; and
- address departmental operating priorities.

The Government of Canada is committed to reaching a collective agreement that is fair to employees, mindful of economic and fiscal context and reasonable for Canadians.

Without prejudice, attached are the Employer initial non-monetary proposals for the negotiation of a single collective agreement covering employees who are members of the Education and Library Science (EB) bargaining unit.

The Employer reserves the right to present other proposals in negotiations as well as counter-proposals with respect to union demands.

The Employer also proposes that articles of the agreement which are not modified, deleted or ultimately dealt with by the parties as proposals shall be renewed with only appropriate editorial modification to ensure compatibility with other articles as finally agreed. Those provisions or Memoranda of Understanding that have expired or are set to expire upon the signing of a new collective agreement shall not be renewed.

Proposed changes are highlighted in **bold** font. Where deletions are proposed, the words have a strikethrough “~~—~~”.

The Employer reserves the right to discuss rates of pay and pay notes at a later time during the negotiation process.

ADMINISTRATIVE CHANGES – REFERENCES TO CASH

Remove all references to “cash” from the agreement and appendices.

Appendix B – Workforce adjustment

Transition Support Measure (mesure de soutien à la transition)

Is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer. The transition support measure is a cash **lump-sum** payment based on the employee's years of service, as per Annex B.

6.4.1

- b. Transition support measure (TSM) is a cash **lump-sum** payment, based on the employee's years of service in the public service (see Annex B), made to an opting employee. Employees choosing this option must resign but will be considered to be laid off for purposes of severance pay. The TSM shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2) year period.

ADMINISTRATIVE CHANGES – LEGAL TITLES

Replace applied titles with legal titles.

Replace Department of National Defence Canada with Department of National Defence.

Article 46: pedagogical break

This article applies to employees in the Elementary and Secondary Teaching (ED-EST) subgroup who work for a period of twelve (12) months, to employees in the Language Teaching ED-LAT subgroup, to employees in the Language Instructor and Physical Education subgroups of the Educational Support (EU) group, and to employees in the Education Services ED-EDS subgroup employed at the Department of National Defence Canada who regularly teach.

Appendix A, Annex A1-2

6. Transitional provision

The restructure of regional ED-EST 10-month annual rates of pay to national ED-EST 12-month rates of pay for teachers in Correctional Service of Canada, the Department of National Defence Canada or the Department of Fisheries and Oceans, will be effective according to the dates determined by clause 2a)(ii) of the new appendix “K” – Memorandum of Understanding with respect to Implementation of the Collective Agreement. Notwithstanding years of experience, eligible employees are to be paid at the rate in the new pay grid that is closest to without a reduction of pay to the salary they were paid on the day prior to the effective date. After this initial movement to the new pay rates, an employee will continue their progression through teaching experience levels as per Pay Note 19.

Replace Department of Indian and Northern Affairs Canada (INAC) with Indigenous Services Canada (ISC).

Article 41: termination or transfer of operations

41.05 When an official application to negotiate the takeover of a school is received from a band council, the ~~Department of Indian and Northern Affairs Canada~~ **Indigenous Services Canada** will notify the appropriate Alliance representative as soon as possible.

Article 44: work year and hours of work for the ED-EST Sub-Group and EU Group

~~Indian and Northern Affairs Canada~~ Indigenous Services Canada

44.01 Employees who work a ten (10) month work year

- a. “School year” applicable to an employee of the ~~Department of Indian and Northern Affairs Canada~~ **Indigenous Services Canada**, means the period extending from September 1 to August 31 of the following year. The number of working days in the school year shall not exceed those designated by the province, territory or provincial school unit within which geographical area the employee is working. Working days will include teaching days and professional development days.
- b. Employees of the ~~Department of Indian and Northern Affairs Canada~~ **Indigenous Services Canada** who work a ten (10) month work year and who wish to leave the service before the beginning of the next school year will make every effort to submit their resignation no later than the 30th of April and shall provide one (1) month’s notice of resignation to the Employer if they wish to leave the service during the school year.

Paragraph (c) applies only to ED-EST Sub-Group

- c. A teacher at the ~~Department of Indian and Northern Affairs Canada~~ **Indigenous Services Canada** shall have, as a minimum, an average of forty (40) minutes per day of uninterrupted preparation time during classroom hours. Effective September 1, 2011, a teacher at the ~~Department of Indian and Northern Affairs Canada~~ **Indigenous Services Canada** shall have, as a minimum, an average of forty-four (44) minutes per day of uninterrupted preparation time during classroom hours. Effective September 1, 2012, a teacher at the ~~Department of Indian and Northern Affairs Canada~~ **Indigenous Services Canada** shall have, as a minimum, an average of forty-eight (48) minutes per day of uninterrupted preparation time during classroom hours. Each unit of preparation time shall be no less than twenty (20) minutes. Preparation time shall not include any teaching or supervisory

responsibilities and shall not have an impact on the daily number of instructional minutes.

**Clauses 44.09 to 44.14 inclusively apply only to the ED-EST Sub-Group
44.09 Teachers who work a twelve (12) month work year**

- a. Guidance and Vocational Counsellors in the ~~Department of Indian and Northern Affairs Canada~~ **Indigenous Services Canada** shall be on a twelve (12) month work year and the workday for such an employee shall be seven decimal five (7.5) hours or such lesser period as the Employer may schedule.

Article 49: allowances

49.07 One-room school allowance

A teacher employed in the ~~Department of Indian and Northern Affairs Canada~~ **Indigenous Services Canada** as the only teacher in a one-room school shall be paid an allowance:

Article 62: reimbursement of teacher expenses

62.01 Those teachers within **INAC Indigenous Services Canada**, working within the First Nation communities who do not have access to school premises in the evening and/or the weekends to work on student reporting, administrative documentation and other related duties shall be reimbursed for costs incurred for the performance of these duties of up to \$500 annually. Such reimbursement will be conditional upon production of documentation, to the satisfaction of management, that such costs are reasonable and have been incurred. The request for reimbursement is to be submitted within a year of the date on which the expense is incurred, and is payable once, at the end of the school year.

Appendix “A”, Annex “A1”

Multiple references in pay grid headers throughout Appendix “A”, Annex “A1”

~~Indian and Northern Affairs Canada~~ **Indigenous Services Canada**

Appendix “A”, Annex “A1-2”

Multiple references in pay grid headers throughout Appendix “A”, Annex “A1-2”

~~Indian and Northern Affairs Canada~~ **Indigenous Services Canada**

****ED-EST Sub-Group pay notes**

4. A teacher in the ~~Department of Indian and Northern Affairs Canada~~ **Indigenous Services Canada** who commences a new school year in the month of July or the month of August is entitled to be paid from the commencement of his or her school year at the rate of pay that becomes effective at the commencement of the school year, including the applicable increment provided he or she has given satisfactory service.
5. The Employer will pay teachers of ~~INAC~~ **ISC** on a biweekly basis.
[...]
9. This applies to teachers in the ~~Department of Indian and Northern Affairs Canada~~ **Indigenous Services Canada**. The following professional certification and academic qualifications are required for placement of an employee at the various levels of the principals and vice-principals education-experience grid:

EU Group pay notes

5. The Employer will pay employees of the ~~Department of Indian and Northern Affairs Canada~~ **Indigenous Services Canada** on a biweekly basis.
6. An employee in the ~~Department of Indian and Northern Affairs Canada~~ **Indigenous Services Canada** who commences a new school year in the month of July or the month of August is entitled to be paid from the commencement of the employee's school year at the rate of pay that becomes on the commencement of the following school year.

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~~ **ISC Schools**

The parties adhere to the principle that as a profession ~~Indian and Northern Affairs Canada~~ **Indigenous Services Canada** (~~INAC~~ **ISC**) 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~~ **ISC** schools are located.

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

Appendix “F”

**Memorandum of Understanding Between the Treasury Board of Canada
and the Public Service Alliance of Canada With Respect to Education and
Experience Grid for the ED-EST Employees**

- the existing definitions related to “teacher education” to ensure compliance with provincial standards by INAC-ISC and CSC and review accordingly the current definitions of qualifications and experience for grid placement.

ARTICLE 18
LEAVE, GENERAL

18.05 An employee who, on the day that this agreement is signed, is entitled to receive furlough leave, that is to say, five (5) weeks' leave with pay upon completing twenty (20) years of continuous employment, retains his or her entitlement to furlough leave subject to the conditions respecting the granting of such leave that are in force on the day that this agreement is signed.

(renumber accordingly)

VARIOUS ARTICLES

EXTRA DUTY WORK PERFORMED FROM A REMOTE LOCATION

The Employer is proposing the following modifications to the provision in Article 21: Designated Paid Holidays, Article 28: Call-Back Pay, Article 29: Standby and Article 48: Overtime to distinguish between when an employee physically reports to the workplace versus when the employee works remotely from the employee's residence or at another place to which the Employer agrees.

ARTICLE 21 DESIGNATED PAID HOLIDAYS

21.06 When an employee is required to **physically report to the for-workplace** and reports **to the workplace** on a designated holiday, the employee shall be paid the greater of:

- a. compensation in accordance with the provisions of clause 21.05;
or
- b. **compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay, which shall apply only the first time an employee performs work during an eight (8) hour period, starting when the employee first commences the work.**
- c. **An employee required to work on a designated holiday, may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid for the time actually worked at the applicable overtime rate.**

(new)

21.10 For greater certainty, employees who do not work on a Designated Paid Holiday are entitled to seven decimal five (7.5) hours pay at the straight-time rate.

(reumber accordingly)

ARTICLE 28 CALL-BACK PAY

28.01 If an employee is called back to work **and physically reports to the workplace:**

- a. on a designated paid holiday which is not the employee's scheduled day of work;
or
- b. on the employee's day of rest;
or
- c. after the employee has completed his or her work for the day and has **physically** left his or her place of work, and **physically** returns to **the workplace, provided that the period worked by the employee is not contiguous to the employee's normal hours of work,**

the employee shall be paid the greater of:

- i. compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay ~~for each call-back which shall apply only the first (1st) time an employee performs work during an eight (8) hour period~~ ~~to a maximum of eight (8) hours' compensation in an eight (8) hour period.~~ Such maximum shall include any reporting pay pursuant to clause 21.06 and the Reporting Pay Provisions of this agreement;
or
- ii. compensation at the applicable rate of overtime compensation for time worked.;

~~provided that the period worked by the employee is not contiguous to the employee's normal hours of work.~~

28.03 Call-back worked from a remote location

An employee who receives a call to duty or responds to a telephone or data line call while on standby or at any other time outside of his or her scheduled hours of work, may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be ~~paid the greater of:~~

- a. ~~compensation compensated~~ at the applicable overtime rate for any time worked,
~~or~~

- b. compensation equivalent to one (1) hour's pay at the straight time rate, which shall apply only the first time an employee performs work during an eight (8) hour period, starting when the employee first commences the work.

28.06 Transportation expenses

- a. When an employee is required to **physically** report ~~for to the workplace~~ and reports **to the workplace** under the conditions described in paragraphs 28.01(c) and (d), and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:
- i. the kilometric rate normally paid to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of his or her own automobile;
or
 - ii. out-of-pocket expenses for other means of commercial transportation.

ARTICLE 29 STANDBY

29.04 An employee on standby who is required to **physically** report for work and reports **to the workplace** shall be compensated in accordance with **Article 28** clauses 28.01(c), 28.01(d) and 28.04, and is also eligible for reimbursement of transportation expenses in accordance with clause 28.05~~6~~.

(New)

29.06 An employee on standby who is required to work may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be compensated in accordance with clause 28.03.

**ARTICLE 48
OVERTIME**

48.11 Meals

- d. Paragraphs 48.11(a) and (b) shall not apply:
 - i. to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals
or
 - ii. **has obtained authorization to work at the employee's residence or at another place to which the Employer agrees.**

ARTICLE 23

EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT

23.05 An employee on education leave shall **may** receive allowances in lieu of salary ~~equivalent to from fifty per cent (50%) of up~~ to one hundred per cent (100%) of basic salary.

23.13 Education leave

- b. An employee on education leave, under this clause, shall **may** receive allowances in lieu of salary ~~equivalent to from fifty per cent (50%) of~~ up to one hundred per cent (100%) of his or her basic salary, provided that, when the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

ARTICLE 25

CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE

~~The following allowance replaces the former Penological Factor Allowance (PFA). The parties agree that only incumbents of positions deemed eligible and/or receiving PFA as of signing of this collective agreement, shall receive the Correctional Service Specific Duty Allowance (CSSDA), subject to the criteria outlined below.~~

25.01 The **Correctional Service Specific Duty Allowance (CSSDA)** shall be payable to incumbents of specific positions in the bargaining unit within **the** Correctional Service of Canada (**CSC**). The allowance provides additional compensation to an incumbent of a position who performs certain duties or responsibilities specific to **CSC Correctional Service of Canada** (that is, custody of inmates, the regular supervision of offenders, or the support of programs related to the conditional release of those offenders) within penitentiaries as defined in the Corrections and Conditional Release Act, and/or CSC Commissioner Directives.

The CSSDA is not payable to incumbents of positions located within Correctional Learning and Development Centres, Regional Headquarters, National Headquarters, and CORCAN establishments that do not meet the definition of penitentiary as defined in the *Corrections and Conditional Release Act* and/or CSC Commissioner Directives.

25.02 The **value of the** CSSDA shall be two thousand dollars (\$2,000). ~~annually and paid on a bi-weekly basis in any pay period for which the employee is expected to perform said duties of the specific position in a month. Except as prescribed in clause 25.04 below, this allowance shall be paid on a biweekly basis for any month in which an employee performs the duties for a minimum period of ten (10) days in a position to which the CSSDA applies.~~

ARTICLE 26
PAY ADMINISTRATION

26.08 When the regular payday for an employee falls on his or her day of rest, every effort shall be made to issue his or her cheque on his or her last working day, provided it is available at his or her regular place of work.

(new)

26.09 Payments provided under the overtime, reporting pay, designated paid holiday, call-back, and standby provisions shall not be pyramided, that is, an employee shall not receive more than one compensation for the same service.

(renumber accordingly)

ARTICLE 28
CALL-BACK PAY

28.04 Payments provided under the overtime, reporting pay, designated paid holiday, standby provisions and clause 28.01 above shall not be pyramided, that is, an employee shall not receive more than one compensation for the same service.

(renumber accordingly)

ARTICLE 29
STANDBY

29.06 Payments provided under the overtime, reporting pay, designated paid holidays, call-back pay provisions and clause 29.04 above shall not be pyramided, that is, an employee shall not receive more than one compensation for the same service.

(renumber accordingly)

ARTICLE 30
SHIFT PREMIUMS AND WEEKEND PREMIUMS

30.02 Weekend premium

An employee working on shifts during a weekend will receive an additional premium of one dollar and fifty cents (\$1.50) per hour for all **regularly scheduled** hours worked, ~~including overtime hours~~, on Saturday and/or Sunday.

ARTICLE 39
VARIABLE HOURS

Overtime

Overtime shall be compensated for all work performed:

- a. in excess of an employee's scheduled hours of work on a scheduled working day in accordance with the provisions of this agreement;
- b. on days of rest at time and one half (1 1/2) except that if the overtime is worked by the employee on two (2) or more consecutive and contiguous days of rest, the employee shall be paid at double (2) time, **provided that the employee also worked on the first day of rest**, for each hour worked on the second and subsequent days of rest. Second and subsequent days of rest means the second and subsequent days in an unbroken series of consecutive and contiguous calendar days of rest.

VARIOUS ARTICLES

HOURS OF WORK – ENHANCED FLEXIBILITIES

In the interest of supporting the continuous improvement of service to Canadians, the Employer wishes to discuss options to explore enhanced flexibilities with regards to the hours of work provisions, which may require consequential changes to other provisions, such as but not limited to overtime, call back, shift work, standby and travelling time.

ARTICLE 43
HOURS OF WORK FOR THE LS GROUP

43.05 When an employee who is subject to clause 43.04 is required to change his or her scheduled shift without receiving at least ~~five (5) working days'~~ **forty-eight (48) hours'** notice in advance of the starting time of such change in his or her scheduled shift, the employee shall be paid at the rate of time and one half (1 1/2) for all hours worked outside of those which the employee is scheduled to work.

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

45.08 Except for employees whose hours of work are scheduled pursuant to clause 45.03, employees who are required to change their scheduled hours of work without receiving at least ~~five (5) days'~~ **forty-eight (48) hours'** in advance of the starting time of such change shall be paid for the first shift worked on the revised schedule at the rate of time and one half (1 1/2). Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this agreement.

ARTICLE 48
OVERTIME

(new)

Excluded provisions

48.01 Compensation under this article shall not be paid for overtime worked by an employee at courses, training sessions, conferences, and seminars unless the employee is required to attend by the Employer.

The Employer wishes to merge the LS/EU and ED provisions at clause 48.03.

48.03 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 or subsequent day of rest provided that the employee also worked on the first day of rest. Second or subsequent day of rest means the second and subsequent day in an unbroken series of consecutive and continuous 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.~~

(renumber accordingly)

ARTICLE 49
ALLOWANCES

The Employer wishes to discuss this article.

ARTICLE 60

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

60.01 The Employer shall, **subject to operational requirements**, grant ED-EST and EU employees who work a ten (10) month work year up to fifteen (15) hours of leave with pay, ~~to be granted~~ in up to two (2) periods of seven decimal five (7.5) hours each or four (4) periods of up to three decimal seven five (3.75) hours each, 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.

ARTICLE 62
REIMBURSEMENT OF TEACHER EXPENSES

The Employer wishes to discuss this article.

APPENDIX "F"

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY
BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF
CANADA WITH RESPECT TO EDUCATION AND EXPERIENCE GRID
FOR THE ED-EST EMPLOYEES**

(delete appendix "F")

~~The parties agree to establish a joint committee comprised of equal representation to meet within sixty (60) days of the signing of the present agreement. The committee will review:~~

- ~~the professional qualifications of teachers and supervisory personnel (that is, assistant principals, principals, etc.) required by provincial Ministries of Education and Colleges of Teachers for employment in elementary and secondary education.~~
- ~~the existing definitions related to "teacher education" to ensure compliance with provincial standards by INAC and CSC and review accordingly the current definitions of qualifications and experience for grid placement.~~
- ~~the regional pay grids of ten (10) month and twelve (12) month ED-EST to reflect revised pay notes.~~

~~The committee will submit its findings and its recommendations to the parties within six (6) months of its first (1st) meeting.~~

~~Time spent by the members of the joint committee shall be considered time worked. All other costs will be the responsibility of each party.~~

APPENDIX "I"

**LETTER OF UNDERSTANDING BETWEEN THE TREASURY BOARD
AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT
TO THE CLASSIFICATION REVIEW**

(delete appendix "I")

~~Unless otherwise agreed with the Alliance, the Employer agrees not to enter into collective bargaining with respect to modifications to the EB rates of pay related to classification review during the life of the present agreement until notice to bargain has been served.~~

COMMON TABLE PROPOSALS

The Employer wishes to discuss the following at the common table:

1. Interpretation and Definitions (Definition of “common-law partner”)
2. Information (Electronic collective agreement)
3. Leave With or Without Pay for Alliance Business
4. Discipline
5. Technological Change
6. Leave, General
7. Vacation Leave with Pay (One-time vacation leave entitlement)
8. Vacation Leave with Pay (Accumulation of vacation leave credits)
9. Parental Leave Without Pay (Special parental allowance for totally disabled employees)
10. Leave Without Pay for the Care of Family
11. Statement of Duties
12. Memorandum of Understanding with Respect to a Joint Learning Program
13. Workforce Adjustment
14. Memorandum of Understanding with Respect to Implementation of the Collective Agreement
15. Leave for Union Business: Cost Recovery
16. Pay Simplification – Joint Sub-Committee

After discussion, the parties may, by mutual agreement, refer any of these items to the specific tables for negotiations.