



Treasury Board of Canada  
Secrétariat

Secrétariat du Conseil du Trésor  
du Canada

**EMPLOYER INITIAL NON-MONETARY PROPOSALS  
FOR THE  
EDUCATION AND LIBRARY SCIENCE (EB) GROUP**

**NEGOTIATIONS FOR THE RENEWAL  
OF THE COLLECTIVE AGREEMENT  
EXPIRING ON JUNE 30, 2025**

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**June 18-19, 2025**

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## INTRODUCTION

With consideration to the Government of Canada's focus on the efficient and effective use of resources, the Employer's negotiation objectives for this round of bargaining are to:

- preserve and enhance management authorities to continue to meet operational requirements, including through technology;
- exercise fiscal responsibility;
- support pay administration simplification;
- support employment equity, diversity and inclusion; and
- address departmental operating priorities.

The Government of Canada is committed to good faith negotiations towards 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 Bargaining Agent demands.

The Employer also proposes that provisions 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. 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, unless otherwise agreed.

Proposed changes are denoted by bold blue font (**example**) and proposed deletions are denoted by blue font and strikethrough (~~example~~).

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

## **EDITORIAL CHANGES**

To optimize time spent at the table with collective bargaining teams, the Employer proposes that editorial changes to the collective agreement be discussed by negotiators and analysts between bargaining sessions.

Given their editorial nature, any agreed-upon changes would not affect the application, scope, or value of the agreement.

The Employer would provide an initial list of proposed changes to the Bargaining Agent for consideration, and the Bargaining Agent would be invited to do the same. Both parties would reserve the right to raise any of these changes during bargaining sessions, as they deem appropriate.

The parties would also reserve the right to propose additional editorial changes for discussion throughout the collective bargaining round.

## **EDITORIAL CHANGES GENDER-INCLUSIVE LANGUAGE**

In accordance with Appendix “F”: Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada with Respect to Gender-Inclusive Language, the parties, through a Joint Committee, are in the final stages of preparing a report and recommendations for integrating gender-inclusive language in collective agreements (report).

The Employer proposes that the parties develop a plan to incorporate the required changes to the collective agreement secretarially. As per Appendix “F” and the report being prepared by the Joint Committee, gender-inclusive amendments shall not result in changes in application, scope or value of the agreement.

**VARIOUS ARTICLES:  
STAND-BY, CALL-BACK, REPORTING PAY, DESIGNATED PAID HOLIDAYS  
AND TRANSPORTATION EXPENSES**

The Employer wishes to discuss these provisions to identify opportunities to simplify and clarify the language.

**VARIOUS ARTICLES:  
DEFINITION OF FAMILY**

The Employer wishes to discuss the definition of family to identify opportunities to simplify the language.



## ARTICLE 2 INTERPRETATION AND DEFINITIONS

**2.01** For the purpose of this agreement, the following definitions apply:

**“continuous employment” (emploi continu)**

has the same meaning as specified in the [existing](#) Directive on Terms and Conditions of Employment;

## ARTICLE 2 INTERPRETATION AND DEFINITIONS

**2.01** For the purpose of this agreement, the following definitions apply:

~~“weekly rate of pay” (taux de rémunération hebdomadaire)  
means an employee’s annual rate of pay divided by 52.176;~~

**“weekly rate of pay” (taux de rémunération hebdomadaire)**  
~~for the employees in the Education (ED) and Educational Support (EU) groups,~~ means:

- a. in the case of an employee **in the Education (ED) and Educational Support (EU) groups** working a school year, as defined in clause 45.01, the employee’s daily rate of pay multiplied by five (5);  
and
- b. in the case of an employee **in the Education (ED) group working on** a twelve (12) month work year **and all other employees**, the employee’s annual rate of pay, plus allowances (if any) divided by fifty-two decimal one seven six (52.176).

**ARTICLE 10**  
**CHECK-OFF**

**10.02** The Alliance shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee. **In addition, the Alliance shall advise the Employer in writing at least ninety (90) calendar days prior to the effective date of any amendment to the amount of the authorized monthly deduction.**

**ARTICLE 10**  
**CHECK-OFF**

~~10.07 The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.~~

*Renumbering*

**ARTICLE 14**  
**LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS**

The Employer wishes to discuss the following clause:

**14.15** Leave granted to an employee under clauses 14.02, 14.09, 14.10, 14.12 and 14.13 will be with pay and the Alliance will reimburse the Employer for the salary and benefit costs of the employee during the period of approved leave with pay according to the terms established by joint agreement.

## VARIOUS CLAUSES: CONTINUOUS EMPLOYMENT

### Article 18: leave, general

#### 18.02 Except as otherwise specified in this agreement:

- a. where leave without pay for a period in excess of three (3) months is granted to an employee for reasons other than illness, the total period of leave granted shall be deducted from “continuous employment” for the purpose of calculating severance pay and from “service” for the purpose of calculating vacation leave;
- b. time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

#### *Renumbering*

### Article 22: other leave with or without pay

#### 22.11 Leave without pay for personal needs

Leave without pay will be granted for personal needs in the following manner:

- ~~d. leave without pay granted under (a) of this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall not be counted for pay increment purposes;~~
- ~~e. leave without pay granted under (b) of this clause shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.~~

#### 22.12 Leave without pay for relocation of spouse

- ~~b. Leave without pay granted under this clause shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave for the employee involved, except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.~~

## ARTICLE 20 VACATION LEAVE WITH PAY

### 20.01

- a. The vacation year, for an employee on a twelve (12) month work year, shall be from April 1 to March 31 of the following calendar year, inclusively.
- b. Employees **are expected to** ~~must normally~~ take all of their ~~annual~~ **vacation** leave during the vacation year in which it is earned.

### ED 20.05 Granting of vacation leave with pay

**Employees are expected to take all of their vacation leave during the vacation year in which it is earned.**

In scheduling vacation leave with pay, the Employer shall, subject to the operational requirements of the service, make every reasonable effort:

- a. to grant the employee his or her vacation leave during the fiscal year in which it is earned and in a manner acceptable to the employee, if so requested by the employee prior to March 31, for periods of leave which extend between May 1 and October 31 and if so requested by the employee prior to October 1, for periods of leave which extend between November 1 and April 30;

### LS/EU 20.05

- a. Employees are expected to take all of their vacation leave during the vacation year in which it is earned.

## ARTICLE 21

### DESIGNATED PAID HOLIDAYS

**21.05** When an employee works on a holiday, he or she shall be paid:

- a. time and one half (1 1/2) for all hours worked up to seven decimal five (7.5) hours and double (2) time thereafter, in addition to the pay that the employee would have been granted had he or she not worked on the holiday;  
or
- b. upon request, and with the approval of the Employer, the employee may be granted:
  - i. a day of leave with pay (straight-time rate of pay) at a later date in lieu of the ~~holiday pay that the employee would have been granted had he or she not worked on the holiday;~~
  - and
  - ii. pay at one and one half (1 1/2) times the straight-time rate of pay for all hours worked up to seven decimal five (7.5) hours;  
and
  - iii. pay at two (2) times the straight-time rate of pay for all hours worked by him or her on the holiday in excess of seven decimal five (7.5) hours;

(...)

**21.09** Where operational requirements permit, the Employer ~~shall~~ **will endeavour** not **to** schedule an employee to work both December 25 and January 1 in the same holiday season.



**ARTICLE 21**  
**DESIGNATED PAID HOLIDAYS**

The Employer wishes to discuss this Article as it pertains to the value of a day.

**VARIOUS CLAUSES:  
OTHER LEAVE WITH OR WITHOUT PAY**

**CLAUSE 22.03 MATERNITY LEAVE WITHOUT PAY  
CLAUSE 22.04 MATERNITY ALLOWANCE  
CLAUSE 22.06 PARENTAL LEAVE WITHOUT PAY  
CLAUSE 22.07 PARENTAL ALLOWANCE**

The Employer wishes to discuss these clauses.

**CLAUSE 22.09**  
**LEAVE WITHOUT PAY FOR THE CARE OF FAMILY**

**22.09 Leave without pay for the care of family**

- c. **At the discretion of the Employer, A**an employee ~~shall~~ **may** be granted leave without pay for the care of family in accordance with the following conditions:
- i. an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of urgent or unforeseeable circumstances, such notice cannot be given;
  - ii. leave granted under this article shall be for a minimum period of **three (3) weeks**;
  - iii. the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the public service;
  - ~~iv. leave granted for periods of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.~~
  - (...)
  - vi. **an employee who requests leave during the summer leave period shall submit their leave request on or before March 15, unless urgent or unforeseeable circumstances arise. The summer leave period is defined as between May 1 and September 30.**

*Renumbering*

**CLAUSE 22.11**  
**LEAVE WITHOUT PAY FOR PERSONAL NEEDS**

**22.11 Leave without pay for personal needs**

Leave without pay will be granted for personal needs in the following manner:

- f. an employee shall notify the Employer in writing as far in advance as possible but not less than eight (8) weeks in advance of the commencement date of such leave, unless, because of an urgent or unforeseeable circumstance, such notice cannot be given.**

**CLAUSE 22.12**  
**LEAVE WITHOUT PAY FOR RELOCATION OF SPOUSE**

In addition to the proposal below, the Employer wishes to further discuss leave without pay for the relocation of spouse.

**22.12 Leave without pay for relocation of spouse**

- c. An employee shall notify the Employer in writing as far in advance as possible but not less than eight (8) weeks in advance of the commencement date of such leave, unless, because of an urgent or unforeseeable circumstance, such notice cannot be given.**

**CLAUSE 22.13**  
**LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES**

**22.13 Leave with pay for family-related responsibilities**

- c. Subject to paragraph (b), the Employer shall grant leave with pay under the following circumstances:
  - i. **an employee is expected to make every reasonable effort to schedule medical or dental appointments for family members to minimize or preclude their absence from work; however, when alternate arrangements are not possible an employee shall be granted leave for a medical or dental appointment when the family member is incapable of attending the appointment by themselves, ~~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.~~ An employee requesting leave under this provision must notify their supervisor of the appointment as far in advance as possible;**

## CLAUSE 22.14 COURT LEAVE

### 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 in any proceeding, **except for a proceeding in which the employee is a party**, held:
  - i. in or under the authority of a court of justice or before a 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 23

### EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT

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

#### Education leave

**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.

(...)

*Clauses 23.13 to 23.16 inclusively apply only to the employees of the Library Science (LS) Group*

#### 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 23

### EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT

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

#### **23.11 Examination leave**

Leave of absence with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work. Such leave of absence will be granted only when, **in the opinion of the Employer**, the course of study is directly related to the employee's duties or will improve his or her professional qualifications.

**ARTICLE 25**  
**CORRECTIONAL SERVICE SPECIFIC DUTY ALLOWANCE**

**25.05** The CSSDA shall not form part of an employee's salary. ~~except for the purposes of the following benefit plans:~~

- ~~• Public Service Superannuation Act~~
- ~~• Public Service Disability Insurance Plan~~
- ~~• Canada Pension Plan~~
- ~~• Québec Pension Plan~~
- ~~• Employment Insurance~~
- ~~• Government Employees Compensation Act~~
- ~~• Flying Accident Compensation Regulations (RA)~~

**ARTICLE 26**  
**PAY ADMINISTRATION**

~~26.05 This article is subject to the memorandum of understanding signed by the Employer and the Alliance dated February 9, 1982, in respect of red-circled employees.~~

**ARTICLE 29**  
**STANDBY**

**29.02** An employee designated ~~in writing by letter or by list~~ for standby duty shall be available during his or her period of standby at a known telephone number, **email address and/or other method of communication**, and be available to return for duty as quickly as possible if ~~called~~ **contacted**. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.

## ARTICLE 30

### SHIFT PREMIUMS AND WEEKEND PREMIUMS

#### 30.01 Shift premium

A shift work employee whose hours of work are scheduled pursuant to clauses 43.04, 44.11 and 45.04 will receive a shift premium of two dollars and twenty-five cents (\$2.25) per hour for all **regularly scheduled** hours worked, ~~including overtime hours~~, between 4 pm and 8 am. The shift premium will not be paid for hours worked between 8 am and 4 pm.

#### 30.02 Weekend premium

An employee working on shifts during a weekend will receive an additional premium of two dollars and twenty-five cents (\$2.25) per hour for all **regularly scheduled** hours worked, ~~including overtime hours~~, on Saturday and/or Sunday.

**ARTICLE 32**  
**DISCIPLINE**

**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, **exclusive of periods of leave without pay**, provided that no further disciplinary action has been recorded during this period.

## VARIOUS ARTICLES: HOURS OF WORK

### Article 39: Variable Hours

The Employer and the Alliance agree that the following conditions shall apply to employees for whom variable hours of work schedules are approved pursuant to the relevant provisions of this agreement.

It is agreed that the implementation of any such variation in hours shall not result in any additional expenditure or cost by reason only of such variation.

(...)

### 39.02 Specific application

For greater certainty, the following provisions shall be administered as provided herein:

#### Overtime

Overtime shall be compensated for all work performed:

- 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.

### Article 43: hours of work for the LS Group

**43.02** The normal workweek shall be Monday through Friday, and the normal workday shall be between **7 6** am and 6 pm.

(...)

**43.04** Notwithstanding clauses 43.01, 43.02 and 43.03, for employees required to provide direct services to the public or to students:

- a. the normal hours of work may be scheduled between **7 6** am and 10 pm from Monday to Friday inclusively, and between 8:30 am and 5 pm on Saturdays;

(...)

**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.

(...)

**43.09** Notwithstanding the provisions of this article, **upon mutual agreement of the employee and the Employer** ~~upon request of an employee and the concurrence of the Employer~~, an employee may complete his or her weekly hours of employment in a period of other than five (5) full days, provided that over a period of ~~fourteen (14), twenty-one (21) or up to~~ twenty-eight (28) calendar days, the employee works an average of thirty-seven decimal five (37.5) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every averaging period of ~~fourteen (14), twenty-one (21) or up to~~ twenty-eight (28) calendar days, ~~such as the~~ employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.

Notwithstanding anything to the contrary contained in this agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this agreement.

**Employees covered by this clause shall be subject to the variable hours of work provisions established in Article 39.**

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

*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**

- b. Notwithstanding the provisions of this article, **upon mutual agreement of the employee and the Employer** ~~upon request of an employee and the concurrence of the Employer~~, an employee may complete his or her weekly hours of employment in a period other than five (5) full days, provided that over a period of **up to** twenty-eight (28) calendar days the employee works an average of thirty-seven decimal five (37.5) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every **period of up to** twenty-eight (28) days ~~period such as the~~ employee shall be granted days of rest on such days as are not scheduled as a normal workday for him or her.
- c. Notwithstanding anything to the contrary contained in this agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this agreement.
- d. Employees covered by this clause shall be subject to the variable hours of work provisions established in Article 39.

#### **Canadian Coast Guard College**



**44.10**

- a. An employee at the Canadian Coast Guard College shall be on a twelve (12) month work year. The normal daily hours of work shall be scheduled between 7 6:00 hours and 18:00 hours, Monday to Friday and shall include not more than four (4) hours of classroom teaching per day, with the exception of one (1) day only per week where an employee may be required to provide classroom teaching or to spend other time with students, up to six (6) hours, provided that the total classroom teaching time does not exceed twenty (20) hours per week.

**Correctional Service of Canada****44.11**

- a. An employee in the Correctional Service of Canada shall be on a twelve (12) month work year. The workday shall be seven decimal five (7.5) hours or such lesser period as the Employer may schedule. The workweek shall be from Monday to Friday and between the hours of 7 6:00 hours and 18:00 hours and no employee shall be assigned work hours other than between these hours and on these days, except by the written consent of the employee concerned. Notwithstanding the above, an employee may voluntarily accept, hours of work between 7 6:00 hours and 22:00 hours following a request from the Employer.

**National Defence**

**44.12** An employee in the Department of National Defence 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 between 7 6:00 hours and 18:00 hours, Monday to Friday.

(...)

**44.19** This clause applies only to Physical Education Instructors.

- a. The normal daily hours of work shall be scheduled between 7 6:00 hours and 17:00 hours, Monday to Friday.

**Article 45: work year and hours of work for the ED-LAT Sub-Group**

**45.03** The normal workweek shall be thirty-seven decimal five (37.5) hours, Monday to Friday, and the normal daily hours of work shall be seven decimal five (7.5) consecutive hours, exclusive of a meal period, between the hours of 7 6 am and 6 pm.

(...)

**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 47: work year and hours of work for the ED-EDS Sub-Group**

**47.01** All employees 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, Monday to Friday between the hours of 7 6 am and 6 pm.

(...)

**47.03** Notwithstanding the provisions of this article, **upon mutual agreement of the employee and the Employer** ~~upon request of an employee and the concurrence of the Employer~~, an employee may complete his or her weekly hours of employment in a period other than five (5) full days, provided that over a period of **up to** twenty-eight (28) calendar days, the employee works an average of thirty-seven decimal five (37.5) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every **period of up to** twenty-eight (28) days ~~period~~, such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for him or her.

Notwithstanding anything to the contrary contained in this agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this agreement.

Employees covered by this clause shall be subject to the variable hours of work provisions established in Article 39.

**ARTICLE 40**  
**DENTAL CARE PLAN**

The Employer wishes to discuss this article.

**ARTICLE 43**  
**HOURS OF WORK FOR THE LS GROUP**

The Employer wishes to discuss hours of work for employees required to provide direct services to the public or to students.

## ARTICLE 48 OVERTIME

### 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.~~

(...)

### 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. to an employee who has obtained authorization to work at the employee's residence **or at another place to which the Employer agrees.**

*Renumbering*

**ARTICLE 50**  
**TECHNOLOGICAL CHANGE**

**50.04** The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than ~~one hundred and eighty (180)~~ **ninety (90)** days' written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

**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.

**APPENDIX “B”  
WORKFORCE ADJUSTMENT**

With consideration to the ongoing cyclical review of the National Joint Council (NJC) Work Force Adjustment Directive, the Employer wishes to discuss this Appendix.



**APPENDIX “C”**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND  
THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO  
ARTICLE 45.10 HOURS OF WORK AT CORRECTIONAL SERVICE OF CANADA**

(delete Appendix C)

**~~Memorandum of Understanding Between the Treasury Board and the Public Service  
Alliance of Canada With Respect to Article 45.10 Hours of Work at Correctional Service of  
Canada~~**

~~The parties agree to establish a joint committee comprised of equal representation that shall meet within sixty (60) days of the signing of the present agreement to review and decide upon hours of work, including appropriate preparation and administrative time (non-contact time) and rest periods, for 12-month ED-ESTs at Correctional Service of Canada. When an agreement is reached, it shall become effective immediately, and shall form part of the next collective agreement.~~

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

**APPENDIX “G”**

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

(delete Appendix G)

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

~~The parties recognize that the current pay notes may not be adapted to the reality of teachers who teach curriculum through Aboriginal Language(s) and Culture. As such, the parties agree to establish a joint committee comprised of equal representation that shall meet within 90 days of the signing of this agreement to review and decide upon the appropriate placement on the 10-month ED-EST wage grid of teachers who do not appear to meet the minimum requirement for placement on that grid.~~

~~These recommendations shall be referred to the Employer and the Alliance for consideration and action no later than June 30, 2011.~~

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

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

The Employer wishes to discuss this Appendix.

**APPENDIX “L”  
AGREEMENT WITH RESPECT TO IMPLEMENTATION OF  
UNION LEAVE**

The Employer wishes to discuss this Appendix.

**APPENDIX “N”****MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND  
THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO PAY  
SIMPLIFICATION SOLUTIONS**

The purpose of this Memorandum of Understanding (MOU) is to confirm the parties' commitment to ongoing collaboration with regards to the identification of human resources (HR) and pay administration simplification solutions. The parties recognize that this exercise, may extend beyond the conclusion of negotiations for the current collective agreement.

Given the parties' shared commitment to these ongoing efforts, they may, by mutual consent, avail themselves of article 56 should a revision be necessary to support one (1) or more solutions.

Efforts to identify human resources (HR) and pay administration simplification solutions will continue to focus on topics including but not limited to:

- acting administration;
- liquidation of leave;
- retroactive payments;
- allowances;
- general definitions;
- annual rates of pay;
- extra duty pay;
- union dues.

This MOU expires on the expiry date of this collective agreement, or upon implementation of ~~the Next Generation HR and pay~~ **a new integrated human resources** and pay system, whichever comes first, unless otherwise agreed by the parties.