



# **TREASURY BOARD NEGOTIATIONS 2021**

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**Bargaining Demands for the  
Education and Library Science  
(EB Group)**

**June 22, 2021**

This document represents bargaining demands of the Public Service Alliance of Canada for this round of negotiations for the Education and Library Science group (EB). These demands 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 demands at any time during Collective Bargaining, to introduce counter-demands to the Employer's proposals, 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.

The Union will not engage in concessionary bargaining.

Where the word RESERVE appears or where there is a reference to discussion on a particular item, it means that the Union reserves the right to make demands 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 demands after receiving this information.

## **COMMON ISSUES**

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

- **Article 2: Interpretation and definitions**
- **Article 9: Use of employer facilities**
- **Article 10: Check Off**
- **Article 11: Information**
- **Article 14: Leave with or without pay for Alliance business**
- **Article 16: No discrimination**
- **Article 17: Sexual harassment**
- **Article 18: Leave, general**
- **Article 20: Vacation leave with pay**
- **Articles 22: Other leave with or without pay**
- **Article 32: Discipline**
- **Article 36: National Joint Council agreements**
- **Article 50: Technological change**
- **Article 53: Job security**
- **Article 57: Statement of duties**
- **Article 63: Duration**
- **Appendix A/General economic increases**
- **Appendix B: Workforce adjustment**
- **Appendix H: Joint Learning Program**
- **Appendix K: Implementation**
- **Appendix M: Childcare**
- **Appendix O: Mental health in the workplace**
- **NEW: No contracting out**
- **NEW: Remote work**
- **NEW: Right to disconnect**
- **NEW: Equity in the workplace**
- **NEW: Leave for Indigenous traditional practice**
- **NEW: Bilingualism allowance**
- **NEW: Social Justice Fund**

The Union further reserves the right to propose incorporation of what is agreed to at the PA table.

## ARTICLE 19 SICK LEAVE WITH PAY

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- 19.04** When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 19.03, sick leave with pay ~~shall may, at the discretion of the Employer,~~ be granted to an employee for a period of up to ~~one~~ **two** hundred and ~~two eighty-seven decimal five (187.5)~~ **202.5** hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.
- 19.09** At the employee's request, the employer may grant additional sick leave with pay for instances beyond the amount specified in 19.04. Such leave shall not be unreasonably denied.
- 19.10** An employee shall not be required to provide a medical certificate for sick leave of less than five (5) consecutive days.
- 19.11** 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.

## ARTICLE 21 DESIGNATED PAID HOLIDAYS

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

- a. New Year's Day;
- 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. **National Indigenous Peoples Day;**
- e-f. Canada Day;
- f-g. Labour Day;
- h. **National Day for Truth and Reconciliation**
- g-i. the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving;
- h-j. Remembrance Day;
- i-k. Christmas Day;
- j-l. Boxing Day;
- k-m. ~~one~~ **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-n. one (1) additional day when proclaimed by an act of Parliament as a national holiday.

### **21.05**

- a. When an employee works on a holiday, he or she shall be paid **double (2)** 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;  
and
  - ii. pay at **double (2) time** ~~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.~~

c.

- i. Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.
- ii. When in a fiscal year an employee has not been granted all of his or her lieu days as requested by him or her, at the employee's option, such lieu days shall be paid off at his or her straight-time rate of pay or carried over for one (1) year. In all other cases, unused lieu days shall be paid off at the employee's straight-time rate of pay.
- iii. The straight-time rate of pay referred to in subparagraph 21.05(c)(ii) shall be the rate in effect when the lieu day was earned.

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

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[...]

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

## ARTICLE 22.15 INJURY ON DUTY LEAVE

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**22.15** 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, **vicarious trauma, or any other illness, injury** or a disease arising out of and in the course of the employee's employment,

if the employee agrees to remit to the Receiver General for 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 provided, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

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

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**Reserve**

## ARTICLE 26 PAY ADMINISTRATION

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### 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) 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.

### 26.08

- a. **An employee who is required to act at a higher level shall receive an increment at the higher level after having reached fifty-two (52) weeks of cumulative service at the same level.**
- b. **For the purpose of defining when employee will be entitled to go to the next salary increment of the acting position, “cumulative” means all periods of acting at the same level.**

*(subsequent renumbering)*

## ARTICLE 30 SHIFT AND WEEKEND PREMIUMS

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### 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 ~~one dollar and fifty cents (\$1.50)~~ **five dollars (\$5.00)** per hour for all 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 ~~one dollar and fifty cents (\$1.50)~~ **five dollars (\$5.00)** per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.

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

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33.03 Upon written request of an employee, the personnel file of that employee shall be made available for his or her examination in the presence of an authorized representative of the Employer. **The Employer shall maintain the Employee's entire personnel file in one single location.**

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

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**ARTICLE 44  
WORK YEAR AND HOURS OF WORK FOR THE ED-EST SUB-GROUP  
AND EU GROUP**

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

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**To Discuss**

- The Union wishes to discuss a reduction in the normal hours of work to 35 hours per week with no reduction in annual pay, leave credits or benefits.
- The Union reserves the right to introduce further proposals on hours of work and workload.

## **ARTICLE 46 PEDAGOGICAL BREAK**

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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.

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

## ARTICLE 48 OVERTIME

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

**48.02**

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

**~~LS/EU – 48.03 LS and EU Groups~~**

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

**~~ED – 48.03 ED Group~~**

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

[...]

**48.08**

- a. The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- b. At the request of the employee ~~and with the approval of the Employer~~, accumulated compensatory leave may be paid out, in whole or in part, once per fiscal year, at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the time of the request.

[...]

#### 48.11 Meals

- a. An employee who works three (3) or more hours of overtime immediately before or immediately following normal hours of work shall be reimbursed expenses for one meal in the amount of ~~of twelve dollars (\$12.00)~~ **equivalent to the lunch meal rate outlined in Appendix C of the National Joint Council's Travel Directive**, except where ~~free meals are provided or~~ the employee is on travel status.
- b. When an employee works overtime continuously extending ~~four (4)~~ **three (3)** hours or more beyond the period provided for in paragraph (a), the employee shall be reimbursed for one additional meal in the amount of ~~of twelve dollars (\$12.00)~~ **equivalent to the lunch meal rate outlined in Appendix C of the National Joint Council's Travel Directive** for each additional ~~four (4)~~ **three (3)** hour period thereafter, ~~except where free meals are provided.~~
- c. When overtime is worked in accordance with paragraphs 48.11(a) and (b) above, reasonable time to be determined by the Employer shall be allowed to the employee in order to take a meal break either at or adjacent to the employee's place of work, and such time shall be paid at the overtime rate where applicable.
- d. Paragraphs 48.11(a) and (b) shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

***Consequential amendments through the agreement must be made pursuant to this concept being agreed upon.***

- The Union reserves the right to introduce further proposals on overtime.

**ARTICLE 58**  
**MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES**

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**Change title to “medical appointments for employees”**

**58.01** Up to three decimal seven five (3.75) hours of ~~reasonable~~ time off with pay **per week** will be granted to pregnant employees for the purpose of attending routine medical appointments **related to pregnancy or chronic medical conditions**.

**58.02** ~~Where a series of continuing appointments is necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.~~

**NEW**

**58.03** Up to seven decimal five (7.5) hours of time off with pay per year will be granted to employees for the purpose of attending preventative medical appointments.

## **APPENDIX A AND VARIOUS WAGES, ALLOWANCES AND RATES OF PAY**

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The Union reserves the right to table a comprehensive wage proposal, which will include but isn't limited to amendments to the rates of pay, structure of the wage grids, increases and/or expanded scope of allowances, new allowances and pay notes.

## **NEW ARTICLE DUTY TO ACCOMMODATE**

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The duty to accommodate is the obligation to meaningfully incorporate diversity into the workplace. The duty to accommodate involves eliminating or changing rules, policies, practices and behaviours that discriminate against persons based on a group characteristic, such as race, national or ethnic origin, colour, religion, age, sex (including pregnancy), sexual orientation, marital status, family status and disability.

**XX.01** With respect to pay and benefits, an employee who stays in the same position shall continue to receive the same pay and benefits, no matter the nature or the duration of the accommodation. If it is not possible to accommodate the employee in their own position or in a comparable position and the new position is of a group and/or level with a lower attainable rate of pay, the employee shall be salary protected, as defined in XX.02.

**XX.02** Salary protection under this article shall mean the rate of pay, benefits and all subsequent economic increases applicable to the employee's former classification and level.

## **OTHER APPENDICES**

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The Union wishes to review the following appendices and reserves the right to make proposals on these issues subsequently.

Appendix N – Award of the Special Arbitration Panel Chaired by Mr. Teplitsky

Appendix P – Indigenous Languages

## **OTHER TOPICS OF DISCUSSION**

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The Union wishes to discuss the following topics and reserves the right to make proposals on them:

- Posting of job vacancies
- School Directors in CSC
- Early Childhood Educators
- Indemnification
- Online classes