



Treasury Board of Canada
Secretariat

Secrétariat du Conseil du Trésor
du Canada

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

**NEGOTIATIONS FOR THE RENEWAL
OF THE COLLECTIVE AGREEMENT
EXPIRING ON JUNE 30, 2018**

May 29, 2018

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INTRODUCTION

The Employer's negotiation objectives for this round of bargaining are to reduce the pay administration burden, provide economic increases that are fair for workers and taxpayers, address departmental operating priorities and support the effective management of the Public Service. Such an approach will contribute to an engaged and qualified workforce that delivers results for Canadians.

Without prejudice, attached are the Employer proposals for the negotiation of a single collective agreement covering employees who are members of the Education and Library Science Group

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.

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

The Employer reserves the right to table monetary proposals at a later time during the negotiation process.

GENERAL

The Employer proposes to:

- simplify, consolidate and standardize where appropriate;
- review and amend, as necessary, the collective agreement in relation to recent legislative changes, or any other required administrative changes in terminology; and
- discuss Pay Administration issues and simplification.
- incorporate common table agreements which will form part of the EB collective agreement.

ADMINISTRATIVE CHANGES

- Remove all references to “cash” from the agreement and appendices.
 - Appendix “B”
- Replace all references to the *Public Service Labour Relations Act* (PSLRA) with *Federal Public Sector Labour Relations Act (FPSLRA)*.
 - Clauses 2.01; 2.02; 10.05; 15.01; 22.04; 22.07; 22.15; 36.01; 37.02; 37.03; 37.04; 37.10; 37.27; 38.01
 - Article 14
 - Appendix “B”
- Replace all references to the Public Service Labour Relations and Employment Board (PSLREB) with Federal Public Sector Labour Relations and Employment Board (FPSLREB).
 - Article 14
 - Clauses 14.01; 14.03; 36.02; 55.01

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

ARTICLE 20
VACATION LEAVE WITH PAY

Entitlement to vacation leave with pay

20.04 An employee is entitled to vacation leave with pay to the extent of the employee's earned credits but an employee who has completed six (6) months of continuous *service* employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.

ARTICLE 23

EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT

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

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 CSSDA shall be payable to incumbents of specific positions in the bargaining unit within Correctional Service of Canada. The Allowance provides additional compensation to an Incumbent of a position who performs certain duties or responsibilities specific to 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/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 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.~~ *The value of the CSSDA shall be two thousand dollars (\$2,000) annually. 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 27
TRAVELLING TIME

27.04

- d. for the purpose of paragraphs 27.04(b) and (c), should a period of work and/or travel continue into the next day, the employee's total travel period will be deemed to have taken place on the day it started.*

ARTICLE 33
EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILE

33.03 Upon written request of an employee, the personnel file 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.

It is understood that such file may be digital.

ARTICLE 35
JOINT CONSULTATION

Clauses 35.05 to 35.11 Inclusively Apply Only to the Education (ED) Group

Consultation Committees

35.05 To facilitate discussions on matters of mutual interest outside the terms of this collective agreement, the Employer recognizes the following Education Group committees of the Alliance for the purpose of consulting with management:

- (a) with regard to the Elementary and Secondary Teaching subgroup, regional committees in each province but only one (1) for the Maritime provinces;
- (b) the procedure regarding consultation with the Correctional Service of Canada will be established by mutual agreement between the two (2) parties;
- ~~(c) with regard to the Language Teaching subgroup, committees in each region and/or work unit determined by mutual agreement by the Canada School of Public Service Joint Departmental Committee. The procedure regarding consultation with the Department of National Defence will be established by mutual agreement between the two (2) Parties.~~

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 *forty-eight (48) hours'* ~~five (5) days'~~ notice 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 45

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

45.10 (a)

The Employer wishes to discuss this article.

ARTICLE 46
PEDAGOGICAL BREAK

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

ARTICLE 48
OVERTIME

48.05

The Employer wishes to discuss the allocation of overtime work.

ARTICLE 48

OVERTIME

48.11 Meals

- e. Meal allowances under this clause shall not apply to an employee who has approval to work overtime from a location other than his or her designated workplace.”*

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 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 63
DURATION

63.01 The provisions of this Agreement will expire on June 30, 20~~18~~²².

APPENDIX A-1
ANNUAL RATES OF PAY (ALL GROUPS)

The Employer wishes to discuss the rates of pay and pay notes.

PAY NOTES
ANNEX "A1-2"

ED-EST SUB-GROUP PAY NOTES

5. The Employer will pay teachers of INAC on a ~~semi-monthly~~ *bi-weekly* basis.

ANNEX "A5"

EDUCATIONAL SUPPORT GROUP (EU) ANNUAL RATES OF PAY (IN DOLLARS)

Table legend~~\$) effective July 1, 2013~~~~A) Effective July 1, 2014~~~~B) Effective July 1, 2015~~~~X) Restructure effective July 1, 2016~~~~C) Effective July 1, 2016~~~~D) Effective July 1, 2017~~**Sub-Group: Language Instructor**

LAI-1

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) July 1, 2013	56027	57264	58492	59710	60935	62168	63386
A) July 1, 2014	56727	57980	59223	60456	61697	62945	64178
B) July 1, 2015	57436	58705	59963	61212	62468	63732	64980
X) Restructure effective July 1, 2016	57723	58999	60263	61518	62780	64051	65305
C) July 1, 2016	58445	59736	61016	62287	63565	64852	66121
D) July 1, 2017	59176	60483	61779	63066	64360	65663	66948

PAY NOTES
ANNEX "A5"
EDUCATIONAL SUPPORT GROUP (EU)

EU GROUP PAY NOTES

Teacher Aides

4. An employee on a twelve (12) month work year is entitled to be paid for services rendered at rates of pay which are higher, by twenty per cent (20%), than the rates of pay on the pay scale as set forth in Appendix "A".

5. The Employer will continue the present practice of paying employees of the Indian and Northern Affairs on a bi ~~monthly~~ *weekly* basis, ~~with one (1) pay cheque in July and August.~~

APPENDIX "O"

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY
BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH
RESPECT TO MENTAL HEALTH IN THE WORKPLACE**

The Employer reserves the right to discuss this Appendix.

(NEW)

APPENDIX XX

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY
BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF
CANADA WITH RESPECT TO THE CARRY-OVER/LIQUIDATION OF
VACATION LEAVE AND COMPENSATORY LEAVE**

Transitional measure

Notwithstanding clause 20.08, all vacation leave credits in excess of the limits set out in paragraph 20.08 (b), shall be granted or paid at a minimum of seventy five (75) hours per year by March 31st of each year, commencing on March 31, 2020, until all vacation leave credits in excess of the limits have been liquidated.

Notwithstanding clause 28.05, 48.07, 48.08 and 48.09, all compensatory leave earned prior to March 31, 2020, and unused as of September 30, 2020, shall be paid at a minimum of seventy five (75) hours per year by September 30 of each year, commencing on September 30, 2020, until all outstanding compensatory leave entitlements have been liquidated.

Payment shall be in one instalment per year and shall be paid at the employee's rate of pay as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31st of the applicable previous fiscal year.

The term of this MOU may be extended by mutual consent of both parties to this agreement.

COMMON TABLE PROPOSALS

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

1. Retroactivity
2. Implementation Period
3. Pay Simplification
4. Employee Wellness
5. Workforce Adjustment
6. Union Dues
7. Deeming
8. Leave – Union Business (Cost Recovery)
9. Electronic Collective Agreement
10. Leave – General
11. Designated Paid Holiday
12. Standards of Discipline
13. Statement of Duties
14. Maternity Allowance
15. Parental Allowance
16. Leave Without Pay for the Care of family

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