



Treasury Board of Canada Secrétariat du Conseil du Trésor
Secretariat du Canada

Group: Education and Library Science
Expiry Date: 30 June 2014

Agreement Between the Treasury Board and the Public Service Alliance of Canada

Group: Education and Library Science
(all employees)

Expiry Date: June 30, 2014

Groupe : Enseignement et bibliothéconomie
Date d'expiration : le 30 juin 2014

Canada



Agreement Between the Treasury Board and the Public Service Alliance of Canada

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Treasury Board of Canada Secretariat
Labour Relations and Compensation Operations
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THIS AGREEMENT COVERS THE FOLLOWING CLASSIFICATIONS:

CODE	CLASSIFICATION	
209	Education	ED
215	Library Science	LS
414	Educational Support	EU

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**Asterisks denote changes from the previous collective agreement.

ARTICLE 1

PURPOSE AND SCOPE OF AGREEMENT

1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Alliance and the employees and to set forth herein certain terms and conditions of employment including rates of pay upon which agreement has been reached through collective bargaining for all employees described in the certificate issued by the former Public Service Staff Relations Board on June 7, 1999 covering employees in the Education and Library Science Group.

1.02 The parties to this Agreement share a desire to improve the quality of the public service of Canada and to promote the well-being and increased efficiency of its employees to the end that the people of Canada will be well and efficiently served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the public service in which members of the bargaining unit are employed.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement, the following definitions apply:

“Alliance” (*Alliance*) means the Public Service Alliance of Canada;

“allowance” (*indemnité*) means compensation payable for the performance of special or additional duties;

“bargaining unit” (*unité de négociation*) means the employees of the Employer in the Group described in Article 7;

“common-law partner” (*conjoint de fait*) means a person living in a conjugal relationship with an employee for a continuous period of at least one (1) year;

“compensatory leave” (*congé compensateur*) means leave with pay in lieu of cash payment for overtime, work performed on a designated holiday, travelling time compensated at overtime rate, call-back and reporting pay. The duration of such leave will be equal to the time compensated or the minimum time entitlement multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee’s hourly rate of pay as calculated from the classification prescribed in the employee’s certificate of appointment on the day immediately prior to the day on which leave is taken;

**

“continuous employment” (*emploi continu*) has the same meaning as specified in the existing Treasury Board Directive on *Public Service Terms and Conditions of Employment* on the date of signing of this Agreement;

“daily rate of pay” (*taux de rémunération journalier*) means:

- (a) an employee’s weekly rate of pay divided by five (5);
- (b) in the case of an employee of the Education (ED) group working a school year, as defined in clause 45.01, the employee’s annual rate of pay, plus allowances (if any) divided by the number of working days designated by the province, territory or provincial school unit within which geographical area the teacher is working;

“day of rest” (*jour de repos*) in relation to a full-time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his or her position other than by reason of the employee being on leave or absent from duty without permission;

“double time” (*tarif double*) means two (2) times the employee’s hourly rate of pay;

“employee” (*employé-e*) means a person so defined in the *Public Service Labour Relations Act*, and who is a member of the bargaining unit specified in Article 7;

“Employer” (*Employeur*) means Her Majesty in right of Canada as represented by the Treasury Board, and includes any person authorized to exercise the authority of the Treasury Board;

“family” (*famille*) except where otherwise specified in this Agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law partner resident with the employee), child (including child of common-law partner), stepchild or ward of the employee, grandchild, father-in-law, mother-in-law, the employee’s grandparents and relative permanently residing in the employee’s household or with whom the employee permanently resides;

“headquarters area” (*zone d’affectation*) has the same meaning as given to the expression in the Travel Directive;

“holiday” (*jour férié*) means:

- (a) the twenty-four (24) hour period commencing at 12:01 hours of a day designated as a paid holiday in this Agreement;
- (b) however, for the purpose of administration of a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked:
 - (i) on the day it commenced where half (1/2) or more of the hours worked fall on that day
 - or
 - (ii) on the day it terminates where more than half (1/2) of the hours worked fall on that day.

“hourly rate of pay” (*taux de rémunération horaire*) means the daily rate of pay divided by seven and one-half (7 1/2);

“lay-off” (*mise en disponibilité*) means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function;

“leave” (*congé*) means authorized absence from duty by an employee during his or her regular or normal hours of work;

“membership dues” (*cotisations syndicales*) means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and shall not include any initiation fee, insurance premium, or special levy;

“overtime” (*heures supplémentaires*) means:

- (a) in the case of a full-time employee, authorized work in excess of the employee’s scheduled hours of work

or
- (b) in the case of a part-time employee, authorized work in excess of the normal daily or weekly hours of work, specified for the relevant group or sub-group, of a full-time employee, but does not include time worked on a holiday

or
- (c) in the case of a part-time employee whose normal scheduled hours of work are in excess of the normal daily hours of work specified for the relevant group or sub-group, in accordance with the Variable Hours article (Article 39), authorized work in excess of those normal scheduled daily hours or in excess of the average of weekly hours of work, specified for the relevant group or sub-group.

“physical education instructors” (*moniteurs d’éducation physique*) are employees who teach or instruct physical education and whose duties are not eligible for inclusion in any other group;

“spouse” (*époux*) will, when required, be interpreted to include “common-law partner” except, for the purposes of the *Foreign Service Directives*, the definition of “spouse” will remain as specified in Directive 2 of the *Foreign Service Directives*;

“straight-time rate” (*tarif normal*) means the employee’s hourly rate of pay;

“teacher” (*professeur*) includes classroom teachers, senior teachers, department heads, assistant principals, principals and, in the Correctional Service of Canada, supervisors of education;

“teachers’ aides” (*aides-enseignants*) are employees who instruct in classrooms or act as kindergarden assistants, classroom assistants and counsellor technicians;

“time and one-half” (*tarif et demi*) means one and one-half (1 1/2) times the employee’s hourly rate of pay;

“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 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 on a twelve (12) month work year, the employee’s annual rate of pay, plus allowances (if any) divided by fifty-two decimal one seven six (52.176).

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement:

(a) if defined in the *Public Service Labour Relations Act*, have the same meaning as given to them in the *Public Service Labour Relations Act*,

and

(b) if defined in the *Interpretation Act*, but not defined in the *Public Service Labour Relations Act*, have the same meaning as given to them in the *Interpretation Act*.

ARTICLE 3 APPLICATION

3.01 The provisions of this Agreement apply to the Alliance, employees and the Employer.

3.02 Both the English and French texts of this Agreement shall be official.

ARTICLE 4
STATE SECURITY

4.01 Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulations given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

ARTICLE 5
PRECEDENCE OF LEGISLATION
AND THE COLLECTIVE AGREEMENT

5.01 In the event that any law passed by Parliament, applying to public service employees covered by this agreement, renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

ARTICLE 6
MANAGERIAL RESPONSIBILITIES

6.01 Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities in the public service.

ARTICLE 7
RECOGNITION

7.01 The employer recognizes the Alliance as the exclusive bargaining agent for all employees of the Employer described in the certificate issued by the former Public Service Staff Relations Board on June 7, 1999 covering employees in the Education and Library Science Group.

ARTICLE 8

EMPLOYEE REPRESENTATIVES

8.01 The Employer acknowledges the right of the Alliance to appoint or otherwise select employees as representatives.

8.02 The Alliance and the Employer shall endeavour in consultation to determine the jurisdiction of each representative, having regard to the plan of the organization, the number and distribution of employees at the workplace and the administrative structure implied by the grievance procedure. Where the parties are unable to agree in consultation, then any dispute shall be resolved by the grievance/adjudication procedure.

8.03 The Alliance shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 8.02.

8.04

- (a) A representative shall obtain the permission of his or her immediate supervisor before leaving his or her work to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his or her supervisor before resuming his or her normal duties.
- (b) Where practicable, when management requests the presence of an Alliance representative at a meeting, such request will be communicated to the employee's supervisor.
- (c) An employee shall not suffer any loss of pay when permitted to leave his or her work under paragraph (a).

8.05 The Alliance shall have the opportunity to have an employee representative introduced to new employees as part of the Employer's formal orientation programs, where they exist.

ARTICLE 9

USE OF EMPLOYER FACILITIES

9.01 Reasonable space on bulletin boards in convenient locations, including electronic bulletin board where available, will be made available to the Alliance for the posting of official Alliance notices. The Alliance shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Alliance, including the names of Alliance representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

9.02 The Employer will also continue its present practice of making available to the Alliance specific locations on its premises and, where it is practical to do so on vessels, for the placement of reasonable quantities of literature of the Alliance.

9.03 A duly accredited representative of the Alliance may be permitted access to the Employer's premises, which includes vessels, to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Employer. In the case of access to vessels, the Alliance representative upon boarding any vessel must report to the Master, state his or her business and request permission to conduct such business. It is agreed that these visits will not interfere with the sailing and normal operation of the vessels.

9.04 The Alliance shall provide the Employer with a list of such Alliance representatives and shall advise promptly of any change made to the list.

ARTICLE 10

CHECK-OFF

10.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.

10.02 The Alliance shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.

10.03 For the purpose of applying clause 10.01, deductions from pay for each employee in respect of each calendar month will start with the first (1st) full calendar month of employment to the extent that earnings are available.

10.04 An employee who satisfies the Alliance as to the bona fides of his or her claim and declares in an affidavit that he or she is a member of a religious organization whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that he or she will make contributions to a charitable organization registered pursuant to the *Income Tax Act*, equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee is countersigned by an official representative of the religious organization involved. The Alliance will inform the Employer accordingly.

10.05 No employee organization, as defined in section 2 of the *Public Service Labour Relations Act*, other than the Alliance, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees.

10.06 The amounts deducted in accordance with clause 10.01 shall be remitted to the Comptroller of the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

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.

10.08 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

ARTICLE 11 INFORMATION

11.01 The Employer agrees to supply the Alliance each quarter with the name, geographic location and classification of each new employee.

11.02 The Employer agrees to supply each employee with a copy of this Agreement and will endeavour to do so within one (1) month after receipt from the printer.

ARTICLE 12
LABOUR DISPUTES

12.01 If employees are prevented from performing their duties because of a strike or lockout on the premises of another employer, the employees shall report the matter to the Employer, and the Employer will make reasonable efforts to ensure that such employees are employed elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled.

ARTICLE 13
RESTRICTION ON OUTSIDE EMPLOYMENT

13.01 Unless otherwise specified by the Employer as being in an area that could represent a conflict of interest, employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Employer.

ARTICLE 14
LEAVE WITH OR WITHOUT PAY
FOR ALLIANCE BUSINESS

Complaints Made to the Public Service Labour Relations Board Pursuant to Section 190(1) of the *Public Service Labour Relations Act*

14.01 When operational requirements permit, in cases of complaints made to the Public Service Labour Relations Board pursuant to section 190(1) of the PSLRA alleging a breach of sections 157, 186(1)(a), 186(1)(b), 186(2)(a)(i), 186(2)(b), 187, 188(a) or 189(1) of the PSLRA, the Employer will grant leave with pay:

- (a) to an employee who makes a complaint on his or her own behalf, before the Public Service Labour Relations Board,
- and
- (b) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Alliance making a complaint.

Applications for Certification, Representations and Interventions With Respect to Applications for Certification

14.02 When operational requirements permit, the Employer will grant leave without pay:

- (a) to an employee who represents the Alliance in an application for certification or in an intervention,

and
- (b) to an employee who makes personal representations with respect to a certification.

14.03 The Employer will grant leave with pay:

- (a) to an employee called as a witness by the Public Service Labour Relations Board,

and
- (b) when operational requirements permit, to an employee called as a witness by an employee or the Alliance.

Arbitration Board Hearings, Public Interest Commission Hearings and Alternate Dispute Resolution Process

14.04 When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Alliance before an Arbitration Board, Public Interest Commission or in an Alternate Dispute Resolution Process.

14.05 The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board, Public Interest Commission or in an Alternate Dispute Resolution Process and, when operational requirements permit, leave with pay to an employee called as a witness by the Alliance.

Adjudication

14.06 When operational requirements permit, the Employer will grant leave with pay to an employee who is:

- (a) a party to the adjudication,

- (b) the representative of an employee who is a party to an adjudication,
and
- (c) a witness called by an employee who is a party to an adjudication.

Meetings During the Grievance Process

14.07 Where an employee representative wishes to discuss a grievance with an employee who has asked or is obliged to be represented by the Alliance in relation to the presentation of his or her grievance, the Employer will, where operational requirements permit, give him or her reasonable leave with pay for this purpose when the discussion takes place in his or her headquarters area and reasonable leave without pay when it takes place outside his or her headquarters area.

14.08 Subject to operational requirements,

- (a) when the Employer originates a meeting with a grievor in his or her headquarters area, he or she will be granted leave with pay and “on duty” status when the meeting is held outside the grievor’s headquarters area;
- (b) when a grievor seeks to meet with the Employer, he or she will be granted leave with pay when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area;
- (c) when an employee representative attends a meeting referred to in this clause, he or she will be granted leave with pay when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area.

Contract Negotiation Meetings

14.09 When operational requirements permit, the Employer will grant leave without pay to an employee for the purpose of attending contract negotiation meetings on behalf of the Alliance.

Preparatory Contract Negotiation Meetings

14.10 When operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings.

Meetings Between the Alliance and Management Not Otherwise Specified in This Article

14.11 When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Alliance.

14.12 Subject to operational requirements, the Employer shall grant leave without pay to a reasonable number of employees to attend meetings of the Board of Directors of the Alliance, meetings of the National Executive of the Components, Executive Board meetings of the Alliance, and conventions of the Alliance, the Components, the Canadian Labour Congress, and the Territorial and Provincial Federations of Labour.

Representatives' Training Courses

14.13 When operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a representative on behalf of the Alliance to undertake training related to the duties of a representative.

ARTICLE 15

ILLEGAL STRIKES

15.01 The *Public Service Labour Relations Act* provides penalties for engaging in illegal strikes. Disciplinary action may also be taken, which will include penalties up to and including termination of employment pursuant to paragraph 12(1)(c) of the *Financial Administration Act*, for participation in an illegal strike as defined in the *Public Service Labour Relations Act*.

ARTICLE 16

NO DISCRIMINATION

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

16.02

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

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

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

ARTICLE 17

SEXUAL HARASSMENT

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

17.02

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

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

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

ARTICLE 18
LEAVE GENERAL

18.01

- (a) When an employee becomes subject to this Agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his or her earned hourly leave credits shall be reconverted into days, with one day being equal to seven decimal five (7.5) hours.
- (b) Earned leave credits or other leave entitlements shall be equal to seven decimal five (7.5) hours per day.
- (c) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.
- (d) Notwithstanding the above, in clause 22.02, “Bereavement Leave with Pay,” a “day” will mean a calendar day.

18.02 An employee is entitled, once in each fiscal year, to be informed upon request of the balance of his or her vacation and sick leave credits.

18.03 The amount of leave with pay earned but unused credited to an employee by the Employer at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.

18.04 An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.

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.

18.06 An employee is not entitled to leave with pay during periods he or she is on leave without pay or under suspension.

18.07 In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment.

18.08 An employee shall not earn leave credits under this Collective agreement in any month for which leave has already been credited to him or her under the terms of any other collective agreement to which the Employer is a party or under other rules or regulations of the Employer.

ARTICLE 19

SICK LEAVE WITH PAY

19.01 An employee shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which the employee receives pay for at least seventy-five (75) hours.

For the purpose of clause 19.01, an employee working a school year as defined in this Agreement is deemed to have received pay for at least seventy-five (75) hours per month during the summer break period, provided the employee continues in the employment of the Employer in the following school year.

19.02 An employee shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury, provided that:

(a) he or she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer

and

(b) he or she has the necessary sick leave credits.

19.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that, because of illness or injury, he or she was unable to perform his or her duties shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 19.02(a).

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 may, at the discretion of the Employer, be granted to an employee for a period of up to one hundred and eighty-seven decimal five (187.5) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

19.05 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

19.06 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay 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.

19.07

(a) Sick leave credits earned but unused by an employee during a previous period of employment in the public service shall be restored to an employee whose employment was terminated by reason of lay-off and who is reappointed in the public service within two (2) years from the date of lay-off.

**

(b) Sick leave credits earned but unused by an employee during a previous period of employment in the public service shall be restored to an employee whose employment was terminated due to the end of a specified period of employment, and who is re-appointed in the core public administration within one (1) year from the end of the specified period of employment.

19.08 The Employer agrees that an employee terminated for cause for reasons of incapacity pursuant to section 12(1)(e) of the *Financial Administration Act* by reason of ill health shall not be released at a date earlier than the date on which the employee will have used his or her accumulated sick leave credits.

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 must normally take all of their annual leave during the vacation year in which it is earned.

Accumulation of Vacation Leave Credits

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

- (a) nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's eighth (8th) year of service occurs if the employee is in the ED or EU Groups;

or

nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's seventh (7th) year of service occurs if the employee is in the LS Group;
- (b) twelve decimal five (12.5) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs if the employee is in the ED or EU Groups;

or

twelve decimal five (12.5) hours commencing with the month in which the employee's seventh (7th) anniversary of service occurs if the employee is in the LS Group;
- (c) thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;

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

20.03

**

- (a) For the purpose of clause 20.02 only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the public service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the public service within one year following the date of lay-off. For greater certainty, severance payments taken under Article 24.04 to 24.07, or similar provisions in other collective agreements, do not reduce the calculation of service for persons who have not yet left the public service.
- (b) Notwithstanding (a) above, an employee who was a member of the bargaining unit on the date of signing of the Collective agreement May 17 or 18 or 19, 1989 or an employee who became a member of the bargaining unit between the date of signing of the Collective agreement – May 17 or 18, or 19, 1989 and May 31, 1990, shall retain, for the purposes of “service” and of establishing his or her vacation entitlement pursuant to this Article, those periods of former service which had previously qualified to count as continuous employment, until such time as his or her employment in the public service is terminated.

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 employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.

Scheduling of Vacation Leave With Pay

Clause ED-20.05 applies only to the ED Group:

ED - 20.05 Granting of Vacation Leave With Pay

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;
- (b) to grant an employee vacation leave when specified by the employee if:
 - (i) the period of vacation leave requested is less than a week
and
 - (ii) the employee gives the Employer at least two (2) days' advance notice for each day of vacation leave requested.
- (c) The Employer may for good and sufficient reason grant vacation leave on shorter notice than that provided for in (b).

Clause LS/EU-20.05 applies to the LS Group and EU Group only:

LS/EU - 20.05

- (a) Employees are expected to take all of their vacation leave during the vacation year in which it is earned.
- (b) In order to maintain operational requirements, the Employer reserves the right to schedule employee's vacation leave but shall make every reasonable effort to provide an employee's vacation in an amount and at such time as the employee may request.

20.06 The Employer shall give an employee as much notice as is practicable and reasonable of approval, rejection or cancellation of a request for vacation leave with pay. In the case of rejection or cancellation of such leave, the Employer shall give the written reason therefore upon written request from the employee.

20.07 Where, in respect of any period of vacation leave with pay, an employee is granted:

- (a) bereavement leave with pay,
or
- (b) leave with pay because of illness in the immediate family,
or
- (c) sick leave on production of a medical certificate,

the period of vacation leave with pay so displaced shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

20.08

- (a) The leave entitlement for the current vacation year shall be used first.
- (b) Where in any vacation year an employee has not been granted all of the annual leave credited to him or her, the unused portion of annual leave shall be carried over into the following year, except that the unused portion of annual leave in excess of two hundred and sixty-two decimal five (262.5) hours shall be automatically converted into cash, by multiplying the number of days to which the excess leave credits correspond by the daily rate of pay applicable to the classification prescribed in the employee's certificate of employment of his or her substantive position in effect on the last day of the preceding fiscal year.
- (c) Notwithstanding paragraph (b), during any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred and twelve decimal five (112.5) hours may be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in the

certificate of appointment of the employee's substantive position on March 31 of the previous vacation year.

- (d) When in a vacation year an employee has applied for vacation leave with pay, in accordance with clause ED 20.05 or LS/EU 20.05, and has not been granted all the leave requested, the portion of the yearly entitlement of leave that was not granted should be rescheduled by mutual agreement into the next vacation year. Such mutual agreement shall not be unreasonably withheld.
- (e) While vacation leave credits shall normally not exceed two hundred and sixty-two decimal five (262.5) hours in excess of the current year entitlement, an employee may request, in exceptional circumstances, to carry over additional vacation leave credits for specific purposes. Such request shall include the duration and purpose of the carry-over.

Recall From Vacation Leave With Pay

20.09

- (a) The Employer will make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave with pay.
- (b) When during any period of vacation leave with pay, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the employee incurs:
 - (i) in proceeding to employee's place of duty,
 - and
 - (ii) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled,

after submitting such accounts as are normally required by the Employer.
- (c) The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under paragraph 20.09(b) to be reimbursed for reasonable expenses incurred by the employee.

Leave When Employment Terminates

20.10 When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave with pay to the employee's credit by the daily rate of pay applicable immediately prior to the termination of the employee's employment. However, where the employee requests, the Employer shall grant the employee any vacation leave earned but not used by the employee before the employment is terminated by lay-off because of a requirement to meet minimum continuous employment requirements for severance pay.

20.11 Notwithstanding clause 20.10, an employee whose employment is terminated by reason of a declaration of abandonment of position is entitled to receive the payment referred to in clause 20.10, if the employee requests it within six (6) months following the date of termination of employment.

Advance Payments**20.12**

- (a) The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last payday before the employee's vacation period commences.
- (b) Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to departure. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

Cancellation or Alteration of Vacation Leave

20.13 When the Employer cancels or alters a period of vacation leave which it had previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer.

Appointment to a Separate Employer

20.14 Notwithstanding clause 20.10, an employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* may choose not to be paid for unused vacation leave credits, provided that the appointing organization will accept such credits.

Appointment from a Separate Employer

20.15 The Employer agrees to accept the unused vacation leave credits up to a maximum of two hundred and sixty two decimal five (262.5) hours of an employee who resigns from an organization listed in Schedule V of the *Financial Administration Act* in order to take a position with the Employer if the transferring employee is eligible and has chosen to have these credits transferred.

Summer Leave for the ED-LAT Subgroup of ED (Twelve (12) Month Work Year)

20.16 Employees shall be granted leave without pay during the months of May, June, July, August and September provided a request for such leave is received in writing by the Employer on or before March 15 in each year and provided that leave without pay immediately follows the annual leave. At the departmental level, the total number of requests for leave without pay, spread over the aforementioned five (5) months shall not exceed four per cent (4%) of the employees subject to this clause. The total number of weeks of leave with pay earned by the employee together with the total number of weeks of leave without pay granted to the employee shall not exceed ten (10) weeks. The period of leave of absence without pay shall be considered as time worked for the purpose of accruing leave credits provided that the employee continues in the employment of the Employer in the month immediately following the employee's return to work.

Exclusion

Employees in the ED-EST subgroup and EU Group who work a ten (10) month work year are excluded from the provisions of paragraph 20.17.

20.17

- (a) Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 20.03.

- (b) The vacation leave credits provided in clause 20.17(a) above shall be excluded from the application of paragraph 20.08 dealing with the carry-over and/or liquidation of vacation leave.

ARTICLE 21

DESIGNATED PAID HOLIDAYS

Exclusion

Employees in the ED-EST subgroup of the Education Group and in the EU group who work the school year as defined in paragraph 44.01(a) are excluded from the provisions of this Article.

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) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,

- (k) one additional day 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 recognized as a provincial or civic holiday, the first Monday in August,
- (l) one additional day when proclaimed by an Act of Parliament as a national holiday.

21.02 An employee absent without pay on both his or her full working day immediately preceding and his or her full working day immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 14, Leave With or Without Pay For Alliance Business.

21.03 When a day designated as a holiday under clause 21.01 coincides with an employee's day of rest, the holiday shall be moved to the first (1st) scheduled working day following the employee's day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

When two (2) days designated as holidays under clause 21.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.

21.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 21.03:

- (a) work performed by an employee on the day from which the holiday was moved shall be considered as worked performed on a day of rest;
- and
- (b) work performed by an employee on the day to which the holiday was moved shall be considered as work performed on a holiday.

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;

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;

(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.

21.06 When an employee is required to report for work and reports 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) three (3) hours' pay at the applicable overtime rate of pay.

21.07 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

21.08 Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

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

ARTICLE 22

OTHER LEAVE WITH OR WITHOUT PAY

22.01 Volunteer Leave

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

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

22.02 Bereavement Leave With Pay

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

22.03 Maternity Leave Without Pay

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.
- (b) Notwithstanding paragraph (a):
 - (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,

or

- (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period while her newborn child is hospitalized,

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization while the employee was not on maternity leave, to a maximum of eighteen (18) weeks.

- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- (e) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 19, Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 19, Sick Leave With Pay, shall include medical disability related to pregnancy.
- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks before the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.

- (g) Leave granted under 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 be counted for pay increment purposes.

22.04 Maternity Allowance

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:

- (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
- (ii) provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,

and

- (iii) has signed an agreement with the Employer stating that:
 - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
 - (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;

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

$$\frac{\text{(allowance received)} \quad \times \quad \text{(remaining period to be worked following her return to work)}}{\text{[total period to be worked as specified in section (B)]}}$$

However, an employee whose specified period of employment expired and who is rehired in any portion of the Core Public Administration as specified in the *Public Service Labour Relations Act* or Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B) and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Maternity allowance payments made in accordance with the Supplemental Unemployment Benefit Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,

and

- (ii) for each week that the employee receives a maternity benefit under the Employment Insurance or Québec Parental Insurance Plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 22.04(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance maternity or Québec Parental Insurance Plan benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act or the Parental Insurance Act* in Québec
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.

- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision that would increase the maternity allowance while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the Supplemental Unemployment Benefit Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

22.05 Special Maternity Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 22.04(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Longterm Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance or Québec Parental Insurance Plan maternity benefits,
 - and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 22.04(a), other than those specified in sections (A) and (B) of subparagraph 22.04(a)(iii),

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 22.04 for a combined period of no more than the number of weeks while she would have been eligible for maternity benefits under the Employment Insurance or Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or Québec Parental Insurance Plan maternity benefits for the reasons described in subparagraph (a)(i).

22.06 Parental Leave Without Pay

- (a) Where an employee has or will have the actual care and custody of a newborn child (including the newborn child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.
- (c) Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in paragraphs (a) and (b) above may be taken in two periods.
- (d) Notwithstanding paragraphs (a) and (b):
 - (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
 - or
 - (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period while his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization while the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

- (e) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks before the commencement date of such leave.
- (f) The Employer may:
 - (i) defer the commencement of parental leave without pay at the request of the employee;
 - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (g) Leave granted under this clause shall count 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 count for pay increment purposes.

22.07 Parental Allowance

- (a) An employee who has been granted parental leave without pay shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:
 - (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay;
 - (ii) provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer;

and

- (iii) has signed an agreement with the Employer stating that:
- (A) the employee will return to work on the expiry date of his or her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
 - (B) following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 22.04(a)(iii)(B), if applicable;
 - (C) should he or she fail to return to work for the Employer, Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for an amount determined as follows:

$$\begin{array}{r} \text{(allowance received)} \quad \times \quad \text{(remaining period to be worked} \\ \text{following his/her return to work)} \\ \hline \text{[total period to be worked as} \\ \text{specified in section (B)]} \end{array}$$

however, an employee whose specified period of employment expired and who is rehired in any portion of the Core Public Administration as specified in the *Public Service Labour Relations Act* or Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - (ii) for each week in respect of which the employee receives parental, adoption or paternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between the ninety-three per cent (93%) of his or her weekly rate and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period.
 - (iii) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 22.07(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan parental benefits.

- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act in Quebec*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision that would increase the parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (k) The maximum combined, shared maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.

22.08 Special Parental Allowance for Totally Disabled Employees

- (a) An employee who:
- (i) fails to satisfy the eligibility requirement specified in subparagraph 22.07(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance or Québec Insurance Plan benefits,

and

 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 22.07(a), other than those specified in sections (A) and (B) of subparagraph 22.07(a)(iii), shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or through the *Government Employees Compensation Act*.
- (b) An employee shall be paid an allowance under this clause and under clause 22.07 for a combined period of no more than the number of weeks while the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in subparagraph (a)(i).

22.09 Leave Without Pay for the Care of Family

- (a) Both parties recognize the importance of access to leave for the purpose of the care of family.
- (b) An employee shall 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.
- (v) **Compassionate Care Leave**
 - (A) Notwithstanding the definition of "family" found in clause 2.01 and notwithstanding paragraphs 22.09(b)(ii) and (iv) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.
 - (B) Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (b)(iii) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.
 - (C) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.
 - (D) When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, paragraphs (i) and (ii) above cease to apply.

- (vi) An employee who has proceeded on leave without pay may change his or her return-to-work date if such change does not result in additional costs to the Employer.
- (vii) All leave granted under Leave Without Pay for the Long-Term Care of a Parent or Leave Without Pay for the Care and Nurturing of Pre-School Age Children provisions of previous Education and Library Science collective agreements or other agreements will not count towards the calculation of the maximum amount of time allowed for care of family during an employee's total period of employment in the public service.

22.11 Leave Without Pay for Personal Needs

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

- (a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- (b) subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
- (c) an employee is entitled to leave without pay for personal needs only once under each of paragraphs (a) and (b) during the employee's total period of employment in the public service. Leave without pay granted under this clause may not be used in combination with maternity, paternity or adoption leave without the consent of the Employer;
- (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

- (a) At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.
- (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.

22.13 Leave with Pay for Family-Related Responsibilities

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- (a) For the purpose of this clause, family is defined as:
 - (i) spouse (or common-law partner resident with the employee);
 - (ii) children (including foster children, step-children and children of spouse or common-law partner);
 - (iii) parents (including step-parents or foster parents); or
 - (iv) any relative permanently residing in the employee’s household or with whom the employee permanently resides.
- (b) The total leave with pay which may be granted under this clause shall not exceed thirty seven decimal five (37.5) 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.

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- (d) seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in paragraph 22.13(b) above may be used:
 - (i) to attend school functions, if the supervisor was notified of the function as far in advance as possible;
 - (ii) to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
 - (iii) 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.
- (e) 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.

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 held:

- (i) in or under the authority of a court of justice or before a grand jury,
 - (ii) before a court, judge, justice, magistrate or coroner,
 - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position,
 - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,
- or
- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

22.15 Injury-On-Duty Leave

An employee shall be granted injury-on-duty leave with pay for such period as may be reasonably determined by the Employer 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 wilful misconduct,
- or
- (b) an industrial illness or a disease arising out of and in the course of the employee's employment,

if the employee agrees to remit to the Receiver General of Canada any amount received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

22.16 Personnel Selection Leave

Where an employee participates in a personnel selection process, including the appeal process where applicable, for a position in the public service, as defined in the *Public Service Labour Relations Act*, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his or her presence is so required.

22.17 Leave With or Without Pay for Other Reasons

- (a) At its discretion, the Employer may grant:
 - (i) leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for duty; such leave shall not be unreasonably withheld;
 - (ii) leave with or without pay for purposes other than those specified in this Agreement.

(b) Personal Leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours of leave with pay for reasons of a personal nature.

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

ARTICLE 23
EDUCATION LEAVE WITHOUT PAY AND
CAREER DEVELOPMENT LEAVE

Clause 23.01 to 23.12 Inclusively Apply only to the Employees in the Education (ED) Group and Educational Support (EU) Group

Education Leave

23.01 For the purposes of clause 23.02 to 23.11, the Employer will normally consider once per year the applications for education leave, when the courses begin after June 1 of the current year and end no later than June 30 of the following year.

23.02 The Employer recognizes the usefulness of education leave and will grant such leave to employees for varying periods of up to one (1) year which can be renewed by mutual agreement in order to permit them to acquire additional or special training in some field of education in which special preparation is needed to enable the applicant to fill his or her present role more adequately in order to permit the employee to undertake studies in some field in which training is needed in order to provide a service which the Employer requires or is planning to provide.

23.03 Applications for education leave must normally be submitted to the Employer by April 1 of the previous school year. All applications must be accompanied by a statement outlining the field of study, the program to be followed and the value of the leave to the employee and to the Employer.

23.04 Education leave shall be granted to the maximum possible number of employees who make application for such leave, but in any case shall be not less than one per cent (1%) of the total number of person-years in the respective subgroup as determined on April 1 of each year.

The criteria for selection proposed by the Employer, as well as the method of communication, are submitted to the appropriate Alliance representative for consultation purposes, as provided for in Article 35. Subsequent to such consultation, the Employer chooses the selection of criteria and method of communication, which will be used and provides a copy of these to the appropriate Alliance representative.

All applications for education leave will be reviewed by the Employer, and a list of the applications received, indicating the names of the applicants to whom the Employer grants the leave, shall be provided to the appropriate Alliance representative. The employee will then be advised in writing on or before May 1 whether his or her application has been accepted or rejected.

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

23.06 For the purpose of calculating the education leave allowance, the term “basic salary” shall include any compensation and allowance set out in the collective agreement already paid to an employee.

23.07 Allowances already being received by the employee but not provided for in this collective agreement may, at the discretion of the Employer, be continued during the period of education leave and the employee shall be notified when the leave is approved, whether such allowances are to be continued in whole or in part.

23.08 As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to commencement of the leave to return to the service of the Employer for a period at least equal to the period of the leave granted.

If the employee:

- (a) fails to complete the approved program of studies;
- (b) does not resume employment with the Employer following completion of the program;
- or
- (c) ceases to be employed before termination of the period he or she has undertaken to serve after completion of the program,

the employee shall repay the Employer all allowances paid to him or her during the education leave or such lesser sum as shall be determined by the Employer.

23.09 The employee shall be returned to a position at a basic salary level not lower than the position encumbered immediately prior to the commencement of the leave.

Professional Development

The parties recognize that in order to maintain and enhance professional expertise, employees need to have opportunities to attend and participate in professional development activities described in clause 23.10.

23.10

- (a) Professional development refers to an activity which in the opinion of the Employer, is likely to be of assistance to the individual in furthering his or her professional development and to the organization in achieving its goals. The following activities shall be deemed to be part of professional development:
 - (i) a course given by the Employer;
 - (ii) a course, including correspondence and on-line courses, offered by a recognized academic institution;
 - (iii) a research program carried out in a recognized institution;
 - (iv) a symposium, seminar, conference, convention or study session in a specialized field directly related to the employee's work.
- (b) The Employer shall communicate to employees the process for accessing the learning opportunities identified in paragraph 23.10(a).
- (c) Where an employee has submitted an application for professional development leave in one of the activities described in paragraph 23.10(a) above and has been selected by the Employer, the employee shall continue to receive his or her normal salary plus any allowances that apply, in addition to any increments to which the employee may be entitled. The employee shall receive no pay under Articles 27 and 48 during time spent on professional development leave provided for in this clause.
- (d) Employees taking professional development training shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

- (e) Once the Employer has selected an employee for professional development leave, according to subparagraphs 23.10(a)(ii), (iii), (iv) above, the Employer shall consult with the employee to determine the institution where the work or study program concerned will be undertaken and the duration of the program.

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 the course of study is directly related to the employee's duties or will improve his or her professional qualifications.

23.12 Attendance at Courses at the Request of the Employer

If an employee attends a course at the request of the Employer, the employee shall be considered as being on duty and his or her pay and allowances shall be determined accordingly.

Clauses 23.13 to 23.16 Inclusively Apply Only to the Employees of the Library Science (LS) Group.

23.13 Education Leave

- (a) An employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable the employee to fill his or her present role more adequately, or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.
- (b) An employee on education leave, under this clause, shall receive allowances in lieu of salary equivalent to not less than fifty per cent (50%) and 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.

- (c) Any allowance already being received by the employee and not part of his or her basic salary shall not be used in the calculation of the education leave allowance.
- (d) Allowances already being received by the employee may at the discretion of the Employer be continued during the period of the education leave and the employee shall be notified when the leave is approved, whether such allowances are to be continued in whole or in part.
- (e) As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer,
 - (i) fails to complete the course,
 - (ii) does not resume employment with the Employer on completion of the course,
 - or
 - (iii) ceases to be employed before termination of the period he or she has undertaken to serve after completion of the course,

the employee shall repay the Employer all allowances paid to him or her under this clause during the education leave or such lesser sum as shall be determined by the Employer.
- (f) The Employer will endeavour to return the employee to a position at a basic salary level not lower than the position he or she encumbered immediately prior to the commencement of the education leave.

23.14 Attendance at Conferences and Conventions

- (a) In order that each employee shall have the opportunity for an exchange of knowledge and experience with his or her professional colleagues, the employee shall have the right to apply to attend a reasonable number of conferences or conventions related to his or her field of specialization. The Employer may grant leave with pay and reasonable expenses, including registration fees, to attend such gatherings, subject to budgetary and operational constraints as determined by the Employer.

- (b) An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, on travel status.
- (c) An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to his or her field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for his or her payment of registration fees and reasonable travel expenses.
- (d) An employee shall not be entitled to any compensation under Articles 27 and 48 in respect of hours he or she is in attendance at or travelling to or from a conference or convention, under the provisions of this clause, except as may be provided in paragraph 23.16(b).

23.15 Professional Development

- (a) The parties to this agreement share a desire to improve professional standards by giving employees the opportunity, on occasion:
 - (i) to participate in seminars, workshops, short courses or similar outservice programs to keep up to date with knowledge and skills in their respective fields:
 - (ii) to conduct research or to perform work related to their normal research programs in institutions or locations other than those of the Employer:
 - or
 - (iii) to perform work in a cooperating department or agency for a short period of time in order to enhance the relevant subject knowledge or the technical expertise of the employee.
- (b) An employee may apply at any time for professional development under this clause and the Employer may select an employee at any time for such professional development.
- (c) When an employee is selected by the Employer for professional development under this clause, the Employer will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.

- (d) An employee selected for professional development, under this clause, will continue to receive his or her normal compensation, including any increase for which the employee may become eligible. The employee shall not be entitled to any compensation under Articles 27 and 48 while on professional development under this clause.
- (e) An employee on professional development, under this clause, may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.

23.16 Examination Leave

Leave of absence with pay to write examinations may be granted by the Employer to an employee who is not on educational leave. Such leave 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 qualifications.

23.17 Departmental Continuous Learning Consultation Committee

- (a) The parties to this collective agreement acknowledge the mutual benefits to be derived from consultation on Continuous Learning. To this effect, the parties agree that such consultation will be held at the departmental level either through the existing Joint Consultation Committee or through the creation of a Departmental Continuous Learning Consultation Committee. A consultation committee as determined by the parties may be established at the local, regional or national level.
- (b) The Departmental Consultation Committee shall be composed of mutually agreeable numbers of employees and Employer representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.
- (c) Employees forming the continuing membership of the Departmental Consultation Committees shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time where applicable.
- (d) The Employer recognizes the use of such committees for the purpose of providing information, discussing the application of policy, promoting understanding and reviewing problems.

- (e) It is understood that no commitment may be made by either Party on a subject that is not within its authority or jurisdiction, nor shall any commitment made be so construed as to alter, amend, add to or modify the terms of this Agreement.

ARTICLE 24

SEVERANCE PAY

**

Effective July 2, 2011 clauses 24.01(b) and (d) are deleted from the collective agreement.

24.01 Under the following circumstances and subject to clause 24.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which he or she is entitled for the classification prescribed in his or her certificate of appointment on the date of his or her termination of employment.

(a) **Lay-off**

**

- (i) On the first lay-off, for the first complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years continuous employment, or four (4) weeks' pay for employees with twenty or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
- (ii) On second or subsequent lay-off one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under subparagraph (a)(i).

(b) Resignation

On resignation, subject to paragraph 24.01(d) and with ten (10) or more years of continuous employment, one half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

(c) Rejection on Probation

On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay.

(d) Retirement

(i) On retirement, when an employee is entitled to an immediate annuity under the *Public Service Superannuation Act* or when the employee is entitled to an immediate annual allowance under the *Public Service Superannuation Act*,

or

(ii) a part-time employee, who regularly works more than thirteen and one half (13 1/2) but less than thirty (30) hours a week, and who, if he or she were a contributor under the *Public Service Superannuation Act*, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if he or she were a contributor under the *Public Service Superannuation Act*,

a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay.

(e) **Death**

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

(f) **Termination for Cause for Reasons of Incapacity or Incompetence**

- (i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to section 12(1)(e) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.
- (ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence pursuant to section 12(1)(d) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

**

24.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clauses 24.01 and 24.04 be pyramided.

For greater certainty, payments made pursuant to 24.04 – 24.07 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

**

24.03 Appointment to a Separate Agency Organization

An employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* shall be paid all severance payments resulting from the application of 24.01(b) (prior to July 2, 2011) or 24.04 – 24.07 (commencing on July 2, 2011).

**

24.04 Severance Termination

- (a) Subject to 24.02 above, indeterminate employees on July 2, 2011 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.
- (b) Subject to 24.02 above, term employees on July 2, 2011 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

**

Terms of Payment**24.05 Options**

The amount to which an employee is entitled shall be paid, at the employee's discretion, either:

- (a) as a single payment at the rate of pay of the employee's substantive position as of July 2, 2011, or
- (b) as a single payment at the time of the employee's termination of employment from the core public administration, based on the rate of pay of the employee's substantive position at the date of termination of employment from the core public administration, or
- (c) as a combination of (a) and (b), pursuant to 24.06(c).

**

24.06 Selection of Option

- (a) The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.
- (b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
- (c) The employee who opts for the option described in 24.05(c) must specify the number of complete weeks to be paid out pursuant to 24.05(a) and the remainder to be paid out pursuant to 24.05(b).
- (d) An employee who does not make a selection under 24.06(b) will be deemed to have chosen option 24.05(b).

**

24.07 Appointment from a Different Bargaining Unit

This clause applies in a situation where an employee is appointed into a position in the EB bargaining unit from a position outside the EB bargaining where, at the date of appointment, provisions similar to those in 24.01(b) and (d) are still in force, unless the appointment is only on an acting basis.

- (a) Subject to 24.02 above, on the date an indeterminate employee becomes subject to this Agreement after July 2, 2011, he or she shall be entitled to severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- (b) Subject to 24.02 above, on the date a term employee becomes subject to this Agreement after July 2, 2011, he or she shall be entitled to severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.

- (c) An employee entitled to a severance payment under sub-paragraph (a) or (b) shall have the same choice of options outlined in 24.05, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.

ARTICLE 25
PENOLOGICAL FACTOR ALLOWANCE

General

25.01 A Penological Factor Allowance shall be payable to incumbents in some positions in the bargaining unit which are in the Correctional Service Canada, subject to the following conditions.

25.02 The Penological Factor Allowance is used to provide additional compensation to an incumbent of a position who, by reason of duties being performed in a penitentiary, as defined in the *Corrections and Conditional Release Act* as amended from time to time, assumes additional responsibilities for the custody of inmates other than those exercised by the Correctional Group.

25.03 The payment of the allowance for the Penological Factor is determined by the designated security level of the penitentiary as determined by the Correctional Service of Canada. For those institutions with more than one (1) designated security level (i.e. multi-level institutions), the PFA shall be determined by the highest security level of the institution.

Amount of PFA

25.04

Penological Factor Allowance
Designated Security level of the Penitentiary

Maximum	Medium	Minimum
\$2,000	\$1,000	\$600

Application of PFA

25.05 The Penological Factor Allowance shall only be payable to the incumbent of a position on the establishment of, or loaned to, Correctional Staff Colleges, Regional Headquarters, and National Headquarters, when the conditions described in clause 25.02 above are applicable.

25.06 The applicability of PFA to a position and the position's level of PFA entitlement shall be determined by the Employer following consultation with the bargaining agent.

25.07 Except as prescribed in clause 25.10 below, an employee shall be entitled to receive PFA for any month in which he or she receives a minimum of ten (10) days' pay in a position(s) to which PFA applies.

25.08 Except as provided in clause 25.09 below, PFA shall be adjusted when the incumbent of a position to which PFA applies is appointed or assigned duties in another position to which a different level of PFA applies, regardless of whether such appointment or assignment is temporary or permanent, and for each month in which an employee performs duties in more than one position to which PFA applies, the employee shall receive the higher allowance, provided he or she has performed duties for at least ten (10) days as the incumbent of the position to which the higher allowance applies.

25.09 When the incumbent of a position to which PFA applies is temporarily assigned a position to which a different level of PFA, or no PFA, applies, and when the employee's basic monthly pay entitlement in the position to which he or she is temporarily assigned, plus PFA, if applicable, would be less than his or her basic monthly pay entitlement plus PFA in his or her regular position, the employee shall receive the PFA applicable to his or her regular position.

25.10 An employee will be entitled to receive PFA, in accordance with the PFA applicable to his or her regular position:

- (a) during any period of paid leave up to a maximum of sixty (60) consecutive calendar days,
- or
- (b) during the full period of paid leave where an employee is granted injury-on-duty leave with pay because of an injury resulting from an act of violence from one or more inmates.

25.11 The PFA 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
Quebec Pension Plan
Employment Insurance
Government Employees Compensation Act
Flying Accident Compensation Regulations

25.12 If, in any month, an employee is disabled or dies prior to establishing an entitlement to PFA, the PFA benefits accruing to the employee or the employee's estate shall be determined in accordance with the PFA entitlement for the month preceding such disablement or death.

ARTICLE 26

PAY ADMINISTRATION

26.01 Except as provided in this Article, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

26.02 An employee is entitled to be paid for services rendered at:

(a) the pay specified in Appendix "A", for the classification of the position to which the employee is appointed, if the classification coincides with that prescribed in the employee's certificate of appointment;

or

(b) the pay specified in Appendix "A", for the classification prescribed in the employee's certificate of appointment, if that classification and the classification of the position to which the employee is appointed do not coincide.

26.03

(a) The rates of pay set forth in Appendix "A" shall become effective on the dates specified.

- (b) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of this Agreement, the following shall apply:
- (i) "retroactive period" for the purpose of subparagraphs (ii) to (v) means the period from the effective date of the revision up to and including the day before the collective agreement is signed or when an arbitral award is rendered therefore;
 - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the groups identified in Article 7 of this Agreement during the retroactive period;
 - (iii) for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;
 - (iv) for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the *Public Service Terms and Conditions of Employment Regulations*, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;
 - (v) no payment or notification shall be made pursuant to paragraph 26.03(b) for one dollar (\$1.00) or less.

26.04 Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first and the resulting rate shall be revised in accordance with the pay revision.

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.

26.06 If, during the term of this Agreement, a new classification standard for the group is established and implemented by the Employer, the Employer shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the Alliance the rates of pay and the rules affecting the pay of employees on their movement to the new levels.

26.07

- (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, 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 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.

ARTICLE 27

TRAVELLING TIME

27.01 For the purposes of this Agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article.

27.02 When an employee is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clause 27.03 and 27.04. Travelling time shall include time necessarily spent at each stopover en route provided such stop-over is not longer than three (3) hours.

27.03 For the purposes of clause 27.02 and 27.04, the travelling time for which an employee shall be compensated is as follows:

- (a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer.
- (b) For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or workplace, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or workplace.
- (c) In the event that an alternative time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternative arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

27.04 If an employee is required to travel as set forth in clauses 27.02 and 27.03:

- (a) on a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.
- (b) on a normal working day on which the employee travels and works, the employee shall be paid:
 - (i) his or her regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours;
 - and
 - (ii) at the applicable overtime rate for additional travel time in excess of his or her regular scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straight-time rate of pay:
- (c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours' pay at the straight-time rate of pay.

Travel time shall be compensated in cash, except where, upon request of an employee and with the approval of the Employer, travel time shall be compensated by leave with pay. The duration of such leave shall be equal to the

travel time multiplied by the appropriate rate of payment and payment shall be based on the employee's hourly rate of pay in effect on the date immediately prior to the day on which the leave is taken. Compensatory leave outstanding at the end of a fiscal year shall be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment, on the last day of the fiscal year.

27.05 This Article does not apply to an employee when the employee travels by any type of transport in which he or she is required to perform work, and/or which also serves as his or her living quarters during a tour of duty. In such circumstances, the employee shall receive the greater of:

- (a) on a normal working day, his or her regular pay for the day;
or
- (b) pay for actual hours worked in accordance with Article 21, Designated Paid Holidays and the overtime provisions of this Agreement.

27.06 Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars, unless the employee is required to attend by the Employer.

ARTICLE 28 CALL-BACK PAY

28.01 If an employee is called back to work

- (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 left his or her place of work, and returns to 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 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.

- (d) The minimum payment referred to in subparagraph 28.01(c)(i) above does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with Article 38.11.

28.02 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

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 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.

No Pyramiding of Payments

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.

28.05 Compensatory Leave

Clause 48.07, 48.08 and 48.09 of the Overtime article (Article 48) apply to compensation earned according to subparagraph 28.01(c)(i) and paragraph 28.01(d).

28.06 Transportation expenses

- (a) When an employee is required to report for work and reports 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) mileage allowance at the 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**

29.01 Where the Employer requires an employee to be available on standby during off-duty hours, such employee shall be compensated at the rate of one-half (1/2) hour for each four (4) hour period or part thereof for which the employee has been designated as being on standby duty.

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

29.03 No standby payment shall be granted if an employee is unable to report for duty when required.

29.04 An employee on standby who is required to report for work and reports shall be compensated in accordance with 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.

29.05 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than an employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

No Pyramiding of Payments

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.

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 one dollar and fifty cents (\$1.50) per hour for all hours worked, including overtime hours, between 4:00 p.m. and 8:00 a.m. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m.

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 hours worked, including overtime hours, on Saturday and/or Sunday.

**ARTICLE 31
STATEMENT OF DUTIES**

31.01 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his or her position, including the classification level, and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization.

**ARTICLE 32
DISCIPLINE**

32.01 When an employee is suspended from duty or terminated in accordance with paragraph 12(1)(c) of the *Financial Administration Act*, the Employer undertakes to notify the employee in writing of the reason for such suspension or termination. The Employer shall endeavour to give such notification at the time of suspension or termination.

32.02 When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning him or her or to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Alliance attend the meeting. Where practicable, the employee shall receive a minimum of one (1) day's notice of such a meeting.

32.03 The Employer shall notify the local representative of the Alliance as soon as possible that such suspension or termination has occurred.

32.04 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.

32.05 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

ARTICLE 33
EMPLOYEE PERFORMANCE REVIEW
AND EMPLOYEE FILES

33.01

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

33.02

- (a) Prior to an employee performance review, the employee shall be given:
 - (i) the evaluation form which will be used for the review;
 - (ii) any written document which provides instructions to the person conducting the review;
- (b) if during the employee performance review, either the form or instructions are changed, they shall be given to the employee.

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.

ARTICLE 34 HEALTH AND SAFETY

34.01 The Employer shall make reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Alliance, and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

ARTICLE 35 JOINT CONSULTATION

Clauses 35.01 to 35.04 Inclusively Apply Only to the Library Science (LS) Group and Educational Support (EU) Group

35.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussion aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.

35.02 Within five (5) days of notification of consultation served by either Party, the Alliance shall notify the Employer in writing of the representatives authorized to act on behalf of the Alliance for consultation purposes.

35.03 Upon request of either Party, the Parties to this Agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

35.04 Without prejudice to the position the Employer or the Alliance may wish to take in future about the desirability of having the subjects dealt with by the provisions of collective agreements, the subjects that may be determined as appropriate for joint consultation will be by agreement of the Parties.

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.

35.06 The Parties will consult for the purpose of providing information, discussing the application of policies, promoting understanding and reviewing problems.

35.07 The Employer agrees to inform and consult with the appropriate Alliance representatives on proposed changes which affect the majority of the employees in any work unit.

35.08 It is understood that no commitment may be made by either Party on a subject that is not within its authority or jurisdiction, nor shall any commitment made be so construed as to alter, amend, add to or modify the terms of this agreement.

35.09 Representation at such meetings will be limited to five (5) representatives from each Party, except that by mutual agreement of the parties, the number of representatives may be decreased or increased. It is agreed that meetings will be held at the request of either Party.

35.10 Committee meetings will normally be held on the Employer's premises at times to be determined by mutual agreement between the representatives of both sides. Representatives of the parties will normally exchange a written agenda for the meeting not less than five (5) calendar days in advance of the date of each meeting.

35.11 Full-time employees forming the continuing membership of the Consultation Committees shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time, where applicable.

The Employer shall not be responsible for any travel or other expenses incurred by employees travelling or attending such consultation meetings with management.

ARTICLE 36

NATIONAL JOINT COUNCIL AGREEMENTS

36.01 Agreements concluded by the National Joint Council (NJC) of the Public Service on items which may be included in a collective agreement, and which the parties to this Agreement have endorsed after December 6, 1978 will form part of this Agreement, subject to the *Public Service Labour Relations Act* (PSLRA) and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act specified in subsection 113(b) of the PSLRA.

36.02 The NJC items which may be included in a collective agreement are those items which the parties to the NJC agreements have designated as such or upon which the Chairperson of the Public Service Labour Relations Board has made a ruling pursuant to clause (c) of the NJC Memorandum of Understanding which became effective December 6, 1978.

36.03

- (a) The following directives, as amended from time to time by the National Joint Council recommendation and which have been approved by the Treasury Board of Canada, form part of this Agreement:

**

Bilingualism Bonus Directive

Commuting Assistance Directive

First Aid to the General Public - Allowance for Employees

Foreign Service Directives

Isolated Posts and Government Housing Directive

Motor Vehicle Operations Directive

NJC Relocation Directive

Occupational Health and Safety Directive

Pesticides Directive

Public Service Health Care Plan Directive

Travel Directive

Uniforms Directive

- (b) During the term of this Agreement, other directives may be added to the above noted list.

36.04 Grievances in regard to the above directives shall be filed in accordance with clause 37.01 of the article on grievance procedure in this Agreement.

ARTICLE 37

GRIEVANCE PROCEDURE

37.01 In cases of alleged misinterpretation or misapplication arising out of Agreements concluded by the National Joint Council of the Public Service on items that may be included in a collective agreement and that the Parties to this Agreement have endorsed, the grievance procedure will be in accordance with Section 15 of the NJC by-laws.

Individual Grievances

37.02 Subject to and as provided in section 208 of the *Public Service Labour Relations Act*, an employee may present an individual grievance to the Employer if he or she feels aggrieved:

- (a) by the interpretation or application, in respect of the employee, of:
 - (i) a provision of a statute or regulation, or of a direction or other instrument made or issued by the Employer, that deals with terms and conditions of employment;
 - or
 - (ii) a provision of the collective agreement or an arbitral award;
 - or
- (b) as a result of any occurrence or matter affecting his or her terms and conditions of employment.

Group Grievances

37.03 Subject to and as provided in section 215 of the *Public Service Labour Relations Act*, the Alliance may present a group grievance to the Employer on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of the collective agreement or an arbitral award.

- (a) In order to present a group grievance, the Alliance must first obtain the written consent of each of the employees concerned.

- (b) A group grievance shall not be deemed to be invalid by reason only of the fact that the consent is not in accordance with Form 19.
- (c) A group grievance must relate to employees in a single portion of the Federal Public Administration.

Policy Grievances

37.04 Subject to and as provided in section 220 of the *Public Service Labour Relations Act*, the Alliance or the Employer may present a policy grievance in respect of the interpretation or application of the collective agreement or of an arbitral award.

- (a) A policy grievance may be presented by the Alliance only at the final level of the grievance procedure, to an authorized representative of the Employer. The Employer shall inform the Alliance of the name, title and address of this representative.
- (b) The grievance procedure for a policy grievance by the Employer shall also be composed of a single level, with the grievance presented to an authorized representative of the Alliance. The Alliance shall inform the Employer of the name, title and address of this representative.

Grievance Procedure

37.05 For the purposes of this Article, a grievor is an employee or, in the case of a group or policy grievance, the Alliance.

37.06 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause a grievor to abandon a grievance or refrain from exercising the right to present a grievance, as provided in this collective agreement.

37.07 The parties recognize the value of informal discussion between employees and their supervisors and between the Alliance and the Employer to the end that problems might be resolved without recourse to a formal grievance. When notice is given that an employee or the Alliance, within the time limits prescribed in clause 37.15, wishes to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.

37.08 A grievor wishing to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the employee's immediate supervisor or local officer-in-charge who shall forthwith:

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level,

and
- (b) provide the grievor with a receipt stating the date on which the grievance was received.

37.09 A grievance shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.

37.10 Subject to and as provided for in the *Public Service Labour Relations Act*, a grievor who feels treated unjustly or aggrieved by an action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 37.08, except that:

- (a) where there is another administrative procedure provided by or under any Act of Parliament to deal with the grievor's specific complaint such procedure must be followed,

and
- (b) where the grievance relates to the interpretation or application of this collective agreement or an arbitral award, an employee is not entitled to present the grievance unless he has the approval of and is represented by the Alliance.

37.11 There shall be no more than a maximum of four (4) levels in the grievance procedure. These levels shall be as follows:

- (a) Level 1 - first level of management;
- (b) Levels 2 and 3 in departments or agencies where such a levels are established - intermediate level(s);
- (c) Final Level - Chief Executive or Deputy Head or an authorized representative.

Whenever there are four (4) levels in the grievance procedure, the grievor may elect to waive either Level 2 or 3.

No employer representative may hear the same grievance at more than one level in the grievance procedure.

37.12 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented.

37.13 This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Alliance.

37.14 An employee may be assisted and/or represented by the Alliance when presenting a grievance at any level. The Alliance shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

37.15 A grievor may present a grievance to the first level of the procedure in the manner prescribed in clause 37.08, not later than the twenty-fifth (25th) day after the date on which the grievor is notified or on which the grievor first becomes aware of the action or circumstances giving rise to the grievance. The Employer may present a policy grievance in the manner prescribed in clause 37.04 not later than the twenty-fifth (25th) day after the date on which the Employer is notified orally or in writing or on which the Employer first becomes aware of the action or circumstances giving rise to the policy grievance.

37.16 A grievor may present a grievance at each succeeding level in the grievance procedure beyond the first level either:

- (a) where the decision or settlement is not satisfactory to the grievor, within ten (10) days after that decision or settlement has been conveyed in writing to the grievor by the Employer,

or

- (b) where the Employer has not conveyed a decision to the grievor within the time prescribed in clause 37.17, within fifteen (15) days after presentation by the grievor of the grievance at the previous level.

37.17 The Employer shall normally reply to a grievance at any level of the grievance procedure, except the final level, within ten (10) days after the grievance is presented, and within twenty (20) days where the grievance is presented at the final level except in the case of a policy grievance, to which the Employer shall normally respond within thirty (30) days. The Alliance shall normally reply to a policy grievance presented by the Employer within thirty (30) days.

37.18 Where an employee has been represented by the Alliance in the presentation of the employee's grievance, the Employer will provide the appropriate representative of the Alliance with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

37.19 The decision given by the Employer at the Final Level in the grievance procedure shall be final and binding upon the employee unless the grievance is a class of grievance that may be referred to adjudication.

37.20 In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated paid holidays shall be excluded.

37.21 Where the provisions of clause 37.08 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate office of the department or agency concerned. Similarly, the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present the grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

37.22 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the grievor and, where appropriate the Alliance representative.

37.23 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels except the final level may be eliminated by agreement of the Employer and the grievor, and, where applicable, the Alliance.

37.24 Where the Employer demotes or terminates an employee for cause pursuant to paragraph 12(1)(c), (d) or (e) of the *Financial Administration Act*, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be presented at the final level only.

37.25 A grievor may by written notice to the immediate supervisor or officer-in-charge abandon a grievance.

37.26 Any grievor who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond the grievor's control, the grievor was unable to comply with the prescribed time limits.

37.27 Where a grievance has been presented up to and including the final level in the grievance procedure with respect to:

- (a) the interpretation or application of a provision of this collective agreement or related arbitral award,

or

- (b) termination of employment or demotion pursuant to paragraph 12(1)(c), (d) or (e) of the *Financial Administration Act*,

or

- (c) disciplinary action resulting in suspension or financial penalty,

and the grievance has not been dealt with to the grievor's satisfaction, it may be referred to adjudication in accordance with the provisions of the *Public Service Labour Relations Act* and *Regulations*.

37.28 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of the employee of a provision of this Agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the Alliance signifies:

- (a) its approval of the reference of the grievance to adjudication,

and

- (b) its willingness to represent the employee in the adjudication proceedings.

Expedited Adjudication

37.29 The parties agree that any adjudicable grievance may be referred to the following expedited adjudication process:

- (a) At the request of either party, a grievance that has been referred to adjudication may be dealt with through Expedited Adjudication with the consent of both parties.
- (b) When the parties agree that a particular grievance will proceed through Expedited Adjudication, the Alliance will submit to the PSLRB the consent form signed by the grievor or the bargaining agent.
- (c) The parties may proceed with or without an Agreed Statement of Facts. When the parties arrive at an Agreed Statement of Facts it will be submitted to the PSLRB or to the Adjudicator at the hearing.
- (d) No witnesses will testify.
- (e) The Adjudicator will be appointed by the PSLRB from among its members who have had at least three (3) years experience as a member of the Board.
- (f) Each Expedited Adjudication session will take place in Ottawa, unless the parties and the PSLRB agree otherwise. The cases will be scheduled jointly by the parties and the PSLRB, and will appear on the PSLRB schedule.
- (g) The Adjudicator will make an oral determination at the hearing, which will be recorded and initialled by the representatives of the parties. This will be confirmed in a written determination to be issued by the Adjudicator within five (5) days of the hearing. The parties may, at the request of the Adjudicator, vary the above conditions in a particular case.
- (h) The Adjudicator's determination will be final and binding on all the parties, but will not constitute a precedent. The parties agree not to refer the determination to the Federal Court.

ARTICLE 38
PART-TIME EMPLOYEES

Definition

38.01 Part-time employee means a person whose normal hours of work are less than those established in the Hours of Work Article for the relevant group or subgroup, but not less than those prescribed in the *Public Service Labour Relations Act*.

General

38.02 Part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal weekly hours of work compare with the normal weekly hours of work, specified for the relevant group or subgroup, of full-time employees unless otherwise specified in this Agreement.

38.03 Part-time employees shall be paid at the straight-time rate of pay for all work performed up to the normal daily or weekly hours specified for the relevant group or subgroup for a full-time employee.

38.04 The days of rest provisions of this agreement apply only in a week when a part-time employee has worked five (5) days and the weekly hours specified for the relevant group or subgroup.

38.05 Leave will only be provided:

(a) during those periods in which employees are scheduled to perform their duties;

or

(b) where it may displace other leave as prescribed by this Agreement.

Designated Holidays

38.06 A part-time employee shall not be paid for the designated holidays but shall instead be paid four decimal two five (4.25%) per cent for all straight-time hours worked.

38.07 When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 21.01 of this Agreement, the employee shall be paid at time and one-half (1 1/2) of the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work for the relevant group or subgroup and double time (2T) thereafter.

38.08 A part-time employee who reports for work as directed on a day which is prescribed as a designated paid holiday for a full-time employee in clause 21.01 shall be paid for the time actually worked in accordance with clause 38.07, or a minimum of four (4) hours' pay at the straight-time rate, whichever is greater.

Overtime

38.09

- (a) Overtime means authorized work performed in excess of the normal daily or weekly hours of work, specified for the relevant group or subgroup, of a full-time employee, but does not include time worked on a holiday.
- (b) Notwithstanding (a), for employees whose normal scheduled hours of work are in excess of the normal daily hours of work specified for the relevant group or subgroup, overtime means work performed in excess of those normal scheduled daily hours or in excess of the average weekly hours of work specified for the relevant group or sub-group.

38.10 Subject to clause 38.09 a part-time employee who is required to work overtime shall be paid overtime as specified for the relevant group or subgroup.

Call-Back

38.11 When a part-time employee meets the requirements to receive call-back pay in accordance with clause 28.01 and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours' pay at the straight-time rate.

Reporting Pay

38.12 Subject to clause 38.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with the reporting pay provision for the relevant group or subgroup, and is entitled to receive a minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours' pay at the straight-time rate of pay.

Bereavement Leave

38.13 Notwithstanding clause 38.02, there shall be no prorating of a “day” in clause 22.02, Bereavement Leave With Pay.

Vacation Leave

38.14 A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice (2) the number of hours in the employee’s normal workweek, at the rate for years of service established in the vacation leave entitlement clause of this Agreement, pro-rated and calculated as follows:

- (a) when the entitlement is nine decimal three seven five (9.375) hours a month, .250 multiplied by the number of hours in the employee’s workweek per month;
- (b) when the entitlement is twelve decimal five (12.5) hours a month, .333 multiplied by the number of hours in the employee’s workweek per month;
- (c) when the entitlement is thirteen decimal seven five (13.75) hours a month, .367 multiplied by the number of hours in the employee’s workweek per month;
- (d) when the entitlement is fourteen decimal four (14.4) hours a month, .383 multiplied by the number of hours in the employee’s workweek per month;
- (e) when the entitlement is fifteen decimal six two five (15.625) hours a month, .417 multiplied by the number of hours in the employee’s workweek per month;
- (f) when the entitlement is sixteen decimal eight seven five (16.875) hours a month, .450 multiplied by the number of hours in the employee’s workweek per month;
- (g) when the entitlement is eighteen decimal seven five (18.75) hours a month, .500 multiplied by the number of hours in the employee’s workweek per month.

Sick Leave

38.15 A part-time employee shall earn sick leave credits at the rate of one-quarter (1/4) of the number of hours in an employee's normal workweek for each calendar month in which the employee has received pay for at least twice (2) the number of hours in the employee's normal workweek.

38.16 Vacation and Sick Leave Administration

- (a) For the purposes of administration of clauses 38.14 and 38.15, where an employee does not work the same number of hours each week, the normal workweek shall be the weekly average of the hours worked at the straight-time rate calculated on a monthly basis.
- (b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

Severance Pay

38.17 Notwithstanding the provisions of Article 24, Severance Pay, where the period of continuous employment in respect of which severance benefit is to be paid consists of both full- and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent fulltime. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

**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.

39.01 General Terms

The scheduled hours of work of any day as set forth in a work schedule, may exceed or be less than the regular workday hours for the relevant Group or Subgroup; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.

For shift workers, such schedules shall provide that an employee's normal workweek shall average the weekly hours per week specified for the relevant Group or Subgroup over the life of the schedule. The maximum life of a schedule shall be six (6) months.

For day workers, such schedules shall provide that an employee's normal workweek shall average the weekly hours per week specified in this agreement over the life of the schedule. The maximum life of a schedule shall be twenty-eight (28) days.

Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

39.02 Specific Application

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

Interpretation and Definitions

"Daily rate of pay" shall not apply.

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 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.

Travel

Overtime compensation referred to in clause 27.04 of this Agreement shall only be applicable on a normal day for hours in excess of the employee's daily scheduled hours of work.

Designated Paid Holidays

- (a) A designated paid holiday shall account for seven and one-half (7 1/2) hours.
- (b) When an employee works on a designated paid holiday, the employee shall be compensated, in addition to the normal daily hours' pay, time and one-half (1 1/2) up to his or her regular scheduled hours worked and double (2) time for all hours worked in excess of his or her regular scheduled hours.

Vacation Leave – ED and EU Groups

Employees shall earn vacation at the rates prescribed for their years of service as set forth in this Agreement. Leave will be granted on an hourly basis and the hours debited for each day of vacation leave shall be the same as the employee would normally have been scheduled to work on that day.

Vacation Leave – LS Group

- (a) Employees shall earn vacation at the rates prescribed for their years of service as set forth in this Agreement. Leave will be granted on an hourly basis and the hours debited for each day of vacation leave shall be the same as the employee would normally have been scheduled to work on that day.
- (b) Employees scheduled to work any portion of a fiscal year under the variable hours of work provisions of this Agreement shall not have fractional vacation entitlement of more or less than one-half (1/2) day increased to the nearest half day.

Sick Leave

Employees shall earn sick leave credits at the rate prescribed in Article 19 of this Agreement. Leave will be granted on an hourly basis and the hours debited for each day of sick leave shall be the same as the employee would normally have been scheduled to work on that day.

Acting Pay

The qualifying period for acting pay as specified in Article 26, clause 26.07 shall be converted to hours.

Exchange of Shifts

On exchange of shifts between employees, if provided in this agreement, the Employer shall pay as if no exchange had occurred.

Minimum Number of Hours Between Shifts

The provision in the Agreement relating to the minimum period between the termination and commencement of the employee's next shift shall not apply to an employee subject to variable hours of work.

ARTICLE 40

DENTAL CARE PLAN

40.01 The Dental Care Plan as contained in the Master Agreement between the Treasury Board and the Public Service Alliance of Canada, with an expiry date of June 30, 1988, and as subsequently amended from time to time, shall be deemed to form part of this Agreement.

ARTICLE 41

TERMINATION OR TRANSFER OF OPERATIONS

41.01 This Article applies to the ED and EU Groups only.

41.02 The Employer will continue past practice in giving all reasonable consideration to continued employment in the public service of employees who would otherwise become redundant because an operation is contracted out, terminated or transferred to another jurisdiction.

41.03 In accordance with clause 41.02 where an employee is offered employment with another jurisdiction and he or she is not permitted to retain substantially the same entitlement to credits in respect of sick leave, special leave and severance pay as were accumulated during his or her service with the Employer, he or she shall, for the purpose of this Agreement, be deemed to be on lay-off from the effective date of termination or turnover of the operation and entitled to benefits as set forth in paragraph 24.01(a) of this Agreement.

41.04 The provisions of paragraph 24.01(b) shall apply to an employee who is offered the retention of substantially the same entitlement to credits accumulated during his or her service with the Employer and who declines employment on this basis.

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 will notify the appropriate Alliance representative as soon as possible.

41.06 As far in advance as possible of the proposed date of any termination or transfer of operations, the Employer will notify the employees involved and will provide an opportunity for consultation with the Alliance on details of the future pay and benefit entitlements.

ARTICLE 42

MISCELLANEOUS – ED GROUP

42.01 This clause applies to employees certified in the Elementary and Secondary Teaching subgroup or as a Teacher Aide.

(a) **Professional Development Sessions**

The Employer recognizes the usefulness of professional development and, where possible, one period per year may be set aside to arrange such a session. The session content will be discussed with the appropriate consultation committee and the expenses of such a session, subject to operational constraints, will be borne by the Employer. If the session is held away from an employee's work location and the employee is unable to attend, he or she will be considered on duty provided that he or she performs duties as assigned by the Employer for the duration of the professional development session.

It is understood that other professional development days will also be granted, in accordance with present practice.

(b) **Transportation**

The parties agree that, except in cases of emergency, employees will not be required to use their private vehicle in the performance of their duties if other means of transportation are available. Should employees be required to use their private vehicle for field trips or similar activities, they will be reimbursed in accordance with the *Government Travel and Living Accommodations Directive*.

42.02 This clause applies to employees certified in the Language Teaching subgroup and the EU – Physical Education Instructors.

At the request of an employee who takes a course offered by the Employer, the Employer shall provide a certificate indicating the subject of the course, the name of the person who gave the course, the date on which it was given and its duration, provided the employee requests a certificate within thirty (30) days of completion of such a course.

ARTICLE 43

HOURS OF WORK FOR THE LS GROUP

43.01 The normal work week shall be thirty-seven decimal five (37.5) hours and the normal daily hours of work shall be seven decimal five (7.5) consecutive hours, exclusive of a meal period. These hours may be varied at the Employer's discretion to allow for summer and winter hours, provided that the annual total hours equal those which would be obtained with no variation.

43.02 The normal work week shall be Monday through Friday, and the normal workday shall be between 7:00 a.m. and 6:00 p.m.

43.03 An employee shall be granted two (2) consecutive days of rest during each seven (7) day period, unless operational requirements do not permit.

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 7:00 a.m. and 10:00 p.m. from Monday to Friday inclusively, and between 8:30 a.m. and 5:00 p.m. on Saturdays;
- (b) the Employer shall set up a master shift schedule for a fifty-six (56) calendar day period, posted at least fifteen (15) calendar days in advance;
- (c) the Employer shall schedule for each employee at least two (2) consecutive days of rest per week. This provision shall be considered to have been met when two (2) days of rest for an employee are separated by a designated paid holiday on which the employee is not scheduled to work.

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' 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.

43.06 When employees who are subject to clause 43.04 provide sufficient advance notice, they may, with the approval of the Employer, exchange shifts, provided there is no increase in cost to the Employer.

43.07 Clause 43.04, 43.05 and 43.06 shall not become operative for the Library and Archives of Canada unless it extends its hours of service to the public.

43.08 Employees shall submit monthly attendance registers that will specify absences on normal days of work, hours of overtime and call-back.

43.09 Notwithstanding the provisions of this Article, 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 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 twenty-eight (28) calendar days, such an employee shall be granted days of rest on such days as are not scheduled as a normal work day 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.

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

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

Indian and Northern Affairs 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, 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 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

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- (c) A teacher at the Department of Indian and Northern Affairs 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 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 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.

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- (d) Preparation time shall be used for the purpose of professional activities as reasonably determined by the teacher exclusive of recesses and lunch breaks and will be assigned during instructional time. It is understood that duties during preparation time cannot be assigned by the principal unless there is an emergency.

44.02 Except as provided in clause 44.04, the working day of an employee working a school year shall be the same as that designated by the province, territory or school unit in which the employee is working. The employee shall be entitled to the same designated holidays, Christmas break, Easter or mid-winter break and summer break as observed by school boards of the province or territory in which he or she works.

44.03 The commencement and termination of the school day of an employee covered by clause 44.01 shall be in accordance with the practice prevailing in non-federal schools of the province or territory in which the school is located with the additional provision that employees shall be required to be on duty fifteen (15) minutes before the time of opening of school in the morning.

44.04 When an agreement in writing is reached between the Employer and the majority of the employees in a school, the schedule of working days and the duration of a working day may vary from those established in clauses 44.01, 44.02 and 44.03 provided that the total number of working days do not exceed that established in clause 44.01.

44.05 When an employee works (or attends orientation seminars at the request of the Employer) on a day other than a day provided for in clauses 44.01 or 44.04, he or she shall be provided compensation on a day-for-day basis. This payment shall be calculated in accordance with clause 2.01 (“daily rate of pay”), as will any deduction from pay as a result of an employee being on leave without pay.

44.06

Paragraph (a) Applies only to the ED-EST Subgroup

- (a) Unless it is impractical for the Employer to have persons other than teachers provide lunch hour supervision, the teachers will be relieved of such supervisory duties. Teachers shall be entitled to a lunch period of forty (40) minutes, free from supervisory duties.

Paragraph (b) applies only to the EU Group

- (b) Where teacher aides are required to provide lunch-hour supervision, such teacher aides shall be granted an equivalent period of time for their lunch period as close as possible to the mid-point of the school day.

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44.07

- (a) Supervision time is defined as the time teachers are assigned to supervise students outside of the instructional day as designated by the province, territory or provincial school unit within which geographical area the teacher is working. The principal shall distribute supervision responsibilities equitably in consultation with the teachers concerned.
- (b) The Employer shall ensure that no teacher be assigned supervision duties in excess of eighty (80) minutes per five (5) instructional days.
- (c) Any assigned supervision duty during the times as outlined above, such as but not limited to, bus duty, hall duty and/or yard duty shall constitute supervision time for the purpose of the minutes of supervision as set out herein.

44.08 Except as provided for in this agreement, an employee working a school year as defined in clause 44.01 will not be entitled to leave with pay during periods in which he or she is not scheduled to work.

Clauses 44.09 to 44.14 inclusively apply only to the ED-EST Subgroup

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 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.
- (b) Notwithstanding the provisions of this Article, 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 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 twenty-eight (28) day 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.
- (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

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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 7:00 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.

- (b) Preparation time shall be used for the purpose of professional activities as reasonably determined by the teacher.

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 work day shall be seven decimal five (7.5) hours or such lesser period as the Employer may schedule. The work week shall be from Monday to Friday and between the hours of 7:00 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 7:00 hours and 22:00 hours following a request from the Employer.

- (b) **Rest Periods**

The Employer shall schedule two (2) rest periods of fifteen (15) minutes each during each shift. An employee in the Correctional Service of Canada may be required to take such rest periods at his or her work location when the nature of his or her duties makes it necessary.

National Defence

44.12 An employee in the Department of National Defence shall be on a twelve (12) month work year and the work day for such an employee shall be seven decimal five (7.5) hours or such lesser period as the Employer may schedule between 7:00 hours and 18:00 hours, Monday to Friday.

General

44.13 Subject to operational requirements, a Principal may be granted time away from classroom duties in accordance with the following schedule for the purpose of performing administrative and supervisory duties.

Number of Teachers and Teacher Aides Supervised**Administrative and Supervisory Time**

From one (1) to three (3)

One forty (40) to forty-five (45) minute period per day, or one-half (1/2) day per week at the Principal's option

From four (4) to six (6)

One day per week

From seven (7) to ten (10)

Two and one half (2 1/2) days per week

Eleven (11) or more

Full-time

44.14 Subject to operational requirements, an Assistant Principal may be granted time away from classroom duties in accordance with the following schedule for the purpose of performing administrative and supervisory duties.

Number of Teachers and Teacher Aides Supervised**Administrative and Supervisory Time**

From seven (7) to ten (10)

One half (1/2) day per week

From eleven (11) to nineteen (19)

Half time

Twenty (20) or more

Full time

Clauses 44.15 to 44.20 Inclusively Apply Only to the Employees of the EU Group Who Work a Twelve (12) Month Work Year

44.15 Employees shall be on a twelve (12) month work year.

44.16 The normal workweek for employees shall be from Monday to Friday.

44.17 The normal daily hours of work of employees, exclusive of meal breaks, shall be seven decimal five (7.5) hours and shall be scheduled in a continuous period, as operational needs require.

44.18 The Employer may authorize that certain tasks be performed away from the Employer's premises.

44.19 This clause applies only to Physical Education Instructors.

- (a) The normal daily hours of work shall be scheduled between 7:00 hours and 17:00 hours, Monday to Friday.
- (b) No employee of the Correctional Service of Canada shall be assigned work hours other than between these hours and on these days, except by the written consent of the employee concerned.

44.20 The Employer will:

- (a) notify the Alliance at the appropriate level, at least fourteen (14) calendar days before introduction of any change in the schedule of working hours if such change will affect a majority of the employees in any teaching unit;
- (b) give reasonable notice of the change to those employees whose hours of work are affected by the change.

It is recognized that emergency situations may require the Employer to introduce changes in scheduled hours of work on short notice.

ARTICLE 45

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

45.01 Employees shall be on a twelve (12) month work year.

45.02 A week shall consist of seven (7) consecutive days beginning at 00:01 hours Monday morning and ending at 24:00 hours Sunday. The day is a twenty-four (24) hour period commencing at 00:01 hours.

45.03 The normal work week 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 a.m. and 6:00 p.m.

45.04 Notwithstanding clause 45.03, because of the operational requirements of the service, an employee's normal daily hours of work may be scheduled to extend beyond 6:00 p.m. and/or on a Saturday or a Sunday but will not be scheduled beyond 10:00 p.m. When hours of work are scheduled to extend beyond 6:00 p.m. and/or on a Saturday or a Sunday, they shall be scheduled in such a manner that employees, over a period of not more than fifty-six (56) calendar days:

- (a) work an average of thirty-seven decimal five (37.5) hours and an average of five (5) days per week;
- (b) work seven decimal five (7.5) consecutive hours per day, exclusive of a meal period;
- (c) obtain an average of two (2) days of rest per week;
- (d) obtain at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday, and the consecutive days of rest may be in separate calendar weeks.

45.05 Employees whose hours of work are scheduled pursuant to the provisions of clause 45.04 shall be informed by written notice of their scheduled hours of work.

45.06 Employees whose hours of work are changed pursuant to the provisions of clause 45.04 will be advised of such change by written notice provided fifteen (15) days in advance, except where, subject to operational requirements as determined by the Employer, such change must be made on shorter notice.

45.07 When hours of work are scheduled in accordance with clause 45.04, the Employer will make every reasonable effort:

- (a) to take the employees' preferences into consideration;
- and
- (b) not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift.

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' 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.

45.09 The Employer will, at the request of the Alliance, consult with the local Alliance representative(s) on work schedules established pursuant to clause 45.04 when such schedules affect the majority of the employees in a work unit.

45.10

- (a) Hours of teaching must be in accordance with the November 30, 1989, Award of the Special Arbitration Panel chaired by M. Teplitsky.
- (b) Notwithstanding the Employer's right to decide on course content and methods of delivery, hours of teaching shall include time spent in remote and/or direct contact with student(s). Remote contact includes but is not limited to the use of the Internet, telephone or other electronic means of communication.

45.11 The Employer may authorize that certain tasks be performed away from the Employer's premises.

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.

46.01 Employees shall be granted a pedagogical break which will include all calendar days between December 25 and January 2 inclusively. During this period, employees are entitled to four (4) days of leave with pay, in addition to three (3) designated paid holidays as provided for under clause 21.01 of this Agreement.

46.02 Should January 2 coincide with an employee's day of rest or with a day to which a designated paid holiday has been moved by application of clause 21.03, the day shall be moved to the employee's first scheduled working day following the pedagogical break.

46.03 If an employee performs authorized work during the pedagogical break on a day other than a designated paid holiday or a normal day of rest, he or she shall receive compensation based upon his or her normal daily rate of pay, in addition to his or her usual pay for the day.

ARTICLE 47
WORK YEAR AND HOURS OF WORK FOR
THE ED-EDS SUBGROUP

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 7:00 a.m. and 6:00 p.m.

47.02 The workday for an employee shall commence and terminate each day at the hours fixed by the Employer and before a schedule of working hours is changed the change will be discussed with the appropriate representative of the Alliance if the change will affect a majority of the employees governed by the schedule.

47.03 Notwithstanding the provisions of this Article, 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 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 twenty-eight (28) day 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.

47.04 Rest Periods

Except when operational requirements do not permit, the Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day.

**ARTICLE 48
OVERTIME**

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

48.02 When an employee works overtime authorized by the Employer, the employee shall be compensated on the basis of time and one-half (1 1/2) for all hours worked in excess of seven decimal five (7.5) hours per day.

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.

48.04 All calculations for overtime shall be based on each completed fifteen (15) minutes.

48.05 Subject to operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to allocate the requirement to work overtime among readily available qualified employees who normally perform those duties.

48.06 Except in cases of emergency, call-back or mutual agreement, the Employer shall, wherever possible, give at least twelve (12) hours' notice of any requirement for overtime work.

48.07 Overtime shall be compensated in cash except where, upon the request of an employee and with the approval of the Employer, overtime may be compensated in equivalent compensatory leave with pay.

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.

48.09 The Employer shall endeavour to make cash payments for overtime in the month following the month in which the credits were earned.

48.10 When an employee performs authorized overtime work, time spent by the employee reporting to or returning from work shall not constitute time worked.

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 nine dollars (\$9.00), except where free meals are provided or the employee is on travel status.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in paragraph (a), the employee shall be reimbursed for one additional meal in the amount of nine dollars (\$9.00) for each additional four (4)-hour period of overtime worked 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.

ARTICLE 49
ALLOWANCES

This Article applies to employees certified in the Elementary and Secondary Teaching (ED-EST) Subgroup.

Where the employee is entitled to an allowance provided in clauses 49.01, 49.02, 49.03, 49.05 and 49.07 for less than a full work year, the amount of the allowance will be prorated on the basis of the percentage of the work year he or she was so employed.

Paragraphs 49.01 and 49.02 apply only to ED-EST employees whose work year is twelve (12) months.

49.01 Principal's Allowance

A principal of a school shall be paid an allowance for administrative and supervisory responsibilities at the following annual rates, calculated on the commencement of the school year:

effective on the date of signature of this Agreement,

\$2,080 basic, plus:

\$565 for each teacher and teacher aide supervised from one (1) to twelve (12),

and

\$310 for each teacher and teacher aide supervised from thirteen (13) or more.

The number of teachers and teacher aides who work under the supervision of the Principal but who are seconded from school boards, Indian bands, and other organizations shall be counted in determining the amount of the principal's allowance.

49.02 Assistant Principal's Allowance

An Assistant Principal of a school shall be paid an allowance for administrative and supervisory responsibilities at an annual rate equal to one-half of the Principal's allowance specified in clause 49.01 in accordance with the number of teachers and teacher aides supervised.

49.03 Department Head's Allowance

A teacher who is a Department Head (including a Head Education Counsellor) shall be paid an allowance for administrative and supervisory responsibilities of:

Effective on the date of signature of this agreement: \$2,245 per annum.

49.04 Night School Compensation

A teacher shall be paid at his or her normal hourly rate of pay, for every completed hour of work, for approved scheduled teaching duties which are performed outside the authorized school hours and which are not part of the teachers normal work program. This clause does not apply to an employee covered by Article 48.

49.05 Allowance for Teachers of Specialist Subjects

(a) **Definition**

Any subject can be considered as a field of specialization as they are variable depending on the Provincial Ministry of Education. The definition of Specialization is the recognition of additional training in teachable subject area within the assigned curriculum.

(b) **Eligibility**

- (i) Where a specialist's qualification is recognized by a Provincial Ministry of Education or College of Teachers, that qualification will be considered to meet the clause requirements.

- (ii) In other cases, the training courses required for a specialization allowance are Post Secondary courses in a subject area within assigned curriculum; namely university accredited courses and/or recognized training courses with the written approval of the Principal (Superintendent or Chief of Education and Training or equivalent). These courses are beyond the basic requirements for teacher certification. An employee who is assigned to counselling duties or teaching duties and who has a total cumulative recognized time of two hundred and seventy (270) hours of additional training in teachable subject area within the assigned curriculum as defined in (a) and (b) is eligible for the allowance.

(c) **Allowance**

An employee who is eligible under (a) and (b) shall receive an allowance in excess of that to which he or she is eligible in view of his or her academic and professional qualifications or experience:

Effective on the date of signing of this agreement: \$1,015 per annum.

No employee will be paid more than one allowance for specialization under this clause.

(d) **Grandparent protection**

Any employee who on the signing of the Memorandum of Agreement dated June 17, 2003 was receiving a specialist's allowance under clause 49.05 of the Education and Library Science collective agreement expired on June 30, 2003, will be paid the allowance as long as he or she remains in his or her current substantive position.

(e) **Limitation**

The same courses will not be applied simultaneously towards salary determination as per the pay grid for Annual Rates of Pay set forth in Appendix A and towards a specialist allowance. If courses already used to determine the employee's eligibility for the specialist allowance are applied for salary determination as per the pay grid for Annual Rates of Pay set forth in Appendix A, the specialist allowance will terminate. On the basis of other additional courses, an employee may reapply for a specialist allowance previously held when it can be determined through a re-evaluation of the total courses accumulated that he or she has met

again the requirements in accordance with (a) and (b) for a specialist allowance.

49.06 Summer School Allowance

An employee may be granted a per diem allowance as determined by the Employer for summer school courses where the Employer identifies a departmental need for the employee to take such courses. The allowance will not be paid in respect of Saturdays and Sundays.

49.07 One-Room School Allowance

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

Effective on the date of signature of this agreement: \$1,240 per annum;

49.08 Limitation

No employee will be paid more than one of the allowances provided in clauses 49.01, 49.02, 49.03 and 49.07 of this Agreement.

ARTICLE 50

TECHNOLOGICAL CHANGE

50.01 The parties have agreed that in cases where as a result of technological change the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, Appendix "B" on Workforce Adjustment will apply. In all other cases the following clauses will apply.

50.02 In this Article "Technological Change" means:

- (a) the introduction by the Employer of equipment or material of a different nature than that previously utilized;
- and
- (b) a change in the Employer's operation directly related to the introduction of that equipment or material.

50.03 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.

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) 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.

50.05 The written notice provided for in clause 50.04 will provide the following information:

- (a) the nature and degree of the technological change;
- (b) the date or dates on which the Employer proposes to effect the technological change;
- (c) the location or locations involved;
- (d) the approximate number and type of employees likely to be affected by the technological change;
- (e) the effect that the technological change is likely to have on the terms and conditions of employment of the employees affected.

50.06 As soon as reasonably practicable after notice is given under clause 50.04, the Employer shall consult meaningfully with the Alliance concerning the rationale for the change and the topics referred to in paragraph 50.05 on each group of employees, including training.

50.07 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours without loss of pay and at no cost to the employee.

ARTICLE 51
AUTHORSHIP – LS GROUP

This article applies only to employees of the Library Science Group

51.01 When an employee acts as a sole or joint author or editor of a publication, the employee's authorship or editorship shall normally be shown on the title page of such publication.

51.02 Where the Employer wishes to make changes in material submitted for publication with which the author does not agree, the author may request that he or she not be credited publicly.

ARTICLE 52
RELIGIOUS OBSERVANCE

52.01 The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfil his or her religious obligations.

52.02 Employees may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave, leave without pay for other reasons or a shift exchange (in the case of a shift worker) in order to fulfil their religious obligations.

52.03 Notwithstanding clause 52.02, at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfil his or her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.

52.04 An employee who intends to request leave or time off under this Article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence.

ARTICLE 53
JOB SECURITY

53.01 Subject to the willingness and capacity of individual employees to accept relocation and retraining, the Employer will make every reasonable effort to ensure that any reduction in the workforce will be accomplished through attrition.

ARTICLE 54
MEMBERSHIP FEES

54.01 The Employer shall reimburse an employee for the employee's payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position.

54.02 Membership dues referred to in Article 10, Check-Off, of this Agreement are specifically excluded as reimbursable fees under this Article.

ARTICLE 55
SHIFT PRINCIPLE

55.01 It is recognized that certain full-time indeterminate employees whose hours of work are regularly scheduled on a shift basis in accordance with the clause 43.04 or 45.04 who receive the Shift Premium (clause 30.01) in accordance with Article 30 (hereinafter referred to as a shift work employee) are required to attend certain proceedings, under this collective agreement as identified in paragraph 55.01(a) and certain other proceedings identified in paragraph 55.01(b) which normally take place between the hours of 9:00 a.m. and 5:00 p.m. from Mondays to Fridays inclusively.

When a shift work employee who is scheduled to work on the day of that proceeding and when the proceeding is not scheduled during the employee's scheduled shift for that day and when the majority of the hours of the employee's scheduled shift on that day do not fall between the hours of 9:00 a.m. and 5:00 p.m., upon written application by the employee, the Employer shall endeavour, where possible, to change the shift work employee's shift on the day of the proceeding so that the majority of the hours fall between 9:00 a.m. and

5:00 p.m. provided that operational requirements are met, there is no increase in cost to the Employer and sufficient advance notice is given by the employee.

(a) **Certain Proceedings Under This Agreement**

- (i) Public Service Labour Relations Board Proceedings clauses 14.01, 14.02, 14.04, 14.05 and 14.06
- (ii) Personnel Selection Process clause 22.18
- (iii) Contract Negotiation and Preparatory Contract Negotiation Meetings clauses 14.09 and 14.10

(b) **Certain Other Proceedings**

- (i) Training Courses which the employee is required to attend by the Employer.
- (ii) To write Provincial Certification Examinations which are a requirement for the continuation of the performance of the duties of the employee's position.

ARTICLE 56

AGREEMENT REOPENER

56.01 This Agreement may be amended by mutual consent.

ARTICLE 57

MATERNITY-RELATED REASSIGNMENT OR LEAVE

57.01 An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child. On being informed of the cessation, the Employer, with the written consent of the employee, shall notify the appropriate workplace committee or the health and safety representative.

57.02 An employee's request under clause 57.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.

57.03 An employee who has made a request under clause 57.01 is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:

(a) modifies her job functions or reassigns her;

or

(b) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.

57.04 Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.

57.05 Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.

57.06 An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks' notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

57.07 Notwithstanding clause 57.05, for an officer working in an institution where she is in direct and regular contact with offenders, if the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the officer in writing and shall grant leave of absence with pay to the officer for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than at the time the

officer proceeds on Maternity Leave Without Pay or the termination date of the pregnancy, whichever comes first.

ARTICLE 58

MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

58.01 Up to three decimal seven five (3.75) hours of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.

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

ARTICLE 59

DUTY ABOARD VESSELS

59.01 Nothing in this Agreement shall be construed to impair in any manner whatsoever the authority of the Master.

59.02 The Master may, whenever he or she deems it advisable, require any employee to participate in lifeboat or other emergency drills without the payment of overtime.

59.03 Any work necessary for the safety of the vessel, passengers, crew or cargo shall be performed by all employees at any time on immediate call and, notwithstanding any provisions of this Agreement which might be construed to the contrary, in no event shall overtime be paid for work performed in connection with such emergency duties of which the Master shall be the sole judge.

59.04 When an employee suffers loss of clothing or personal effects (those which can reasonably be expected to accompany the employee aboard the ship) because of marine disaster or shipwreck, the employee shall be reimbursed the value of those articles up to a maximum of three thousand dollars (\$3,000) based on replacement cost.

59.05

- (a) An employee shall submit to the Employer a full inventory of his or her personal effects and shall be responsible for maintaining it in a current state.
- (b) An employee or the employee's estate making a claim under this Article shall submit to the Employer reasonable proof of such loss, and shall submit an affidavit listing the individual items and values claimed.

ARTICLE 60

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

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

60.02

- (a) Effective on the date of signing of this collective agreement, employees with more than two (2) years of service shall receive a one-time entitlement of thirty-seven decimal five (37.5) hours of leave with pay for personal reasons.
- (b) Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of leave with pay for personal reasons on the first (1st) day of the month following the second (2nd) anniversary of the employee's first year of service.

ARTICLE 61
DANGEROUS GOODS

61.01 An employee certified pursuant to the *Transportation of Dangerous Goods Act* and who is assigned the responsibility for packaging and labelling of dangerous goods for shipping in accordance with the above Act, shall receive a daily allowance of three dollars and fifty cents (\$3.50) for each day he or she is required to package and label dangerous goods for shipping, to a maximum of seventy-five dollars (\$75) in a month where the employee maintains such certification.

ARTICLE 62
DURATION

62.01 The provisions of this Agreement will expire on June 30, 2014.

62.02 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is signed.

SIGNED AT OTTAWA this 1st day of the month of March 2011.

THE TREASURY BOARD
OF
CANADA

ORIGINAL SIGNED BY

Hélène Laurendeau

ORIGINAL SIGNED BY

John Park

ORIGINAL SIGNED BY

LCol M.C. Gosselin-Patterson

ORIGINAL SIGNED BY

Éric Lavoie

ORIGINAL SIGNED BY

Nadia Bing

ORIGINAL SIGNED BY

Cree Stevens

ORIGINAL SIGNED BY

Roch Barrette

THE PUBLIC SERVICE
ALLIANCE OF
CANADA

ORIGINAL SIGNED BY

Maria Fitzpatrick

ORIGINAL SIGNED BY

Christopher Rogers

ORIGINAL SIGNED BY

Michael Freeman

ORIGINAL SIGNED BY

Byron Duguay

ORIGINAL SIGNED BY

Erna Post

ORIGINAL SIGNED BY

Julie Chiasson

APPENDIX “A” ANNUAL RATES OF PAY AND PAY NOTES

ANNEX “A1”

ELEMENTARY AND SECONDARY TEACHING
SUB-GROUP (ED-EST)

ELEMENTARY AND SECONDARY TEACHING
SUB-GROUP (ED-EST)
GUIDANCE AND VOCATIONAL COUNSELLOR

ANNEX “A1-2”

ELEMENTARY AND SECONDARY TEACHING
SUB-GROUP (ED-EST)

ANNEX “A2”

LANGUAGE TEACHING SUB-GROUP (ED-LAT)

ANNEX “A3”

EDUCATION SERVICES SUB-GROUP (ED-EDS)

ANNEX “A4”

LIBRARY SCIENCE GROUP (LS)

ANNEX “A5”

EDUCATIONAL SUPPORT GROUP (EU)

****APPENDIX "A"****ANNEX "A1"****ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)****ANNUAL RATES OF PAY**

(in dollars)

MARITIMES**(10 MONTH PAY PLAN)**

TEACHING EXPERIENCE	LEVEL 1	1/7/11	1/7/12	1/7/13
1	27917	28406	28832	29409
2	29548	30065	30516	31126
3	31177	31723	32199	32843
4	32805	33379	33880	34558
5	34434	35037	35563	36274
6	36067	36698	37248	37993
7	37687	38347	38922	39700
8	39316	40004	40604	41416
TEACHING EXPERIENCE	LEVEL 2	1/7/11	1/7/12	1/7/13
1	29565	30082	30533	31144
2	31236	31783	32260	32905
3	32902	33478	33980	34660
4	34568	35173	35701	36415
5	36237	36871	37424	38172
6	37909	38572	39151	39934
7	39583	40276	40880	41698
8	41246	41968	42598	43450
9	42910	43661	44316	45202

TEACHING EXPERIENCE	LEVEL 3	1/7/11	1/7/12	1/7/13
1	34103	34700	35221	35925
2	35778	36404	36950	37689
3	37455	38110	38682	39456
4	39134	39819	40416	41224
5	40811	41525	42148	42991
6	42494	43238	43887	44765
7	44174	44947	45621	46533
8	45849	46651	47351	48298
9	47541	48373	49099	50081

TEACHING EXPERIENCE	LEVEL 4	1/7/11	1/7/12	1/7/13
1	39833	40530	41138	41961
2	41885	42618	43257	44122
3	43942	44711	45382	46290
4	45998	46803	47505	48455
5	48050	48891	49624	50616
6	50098	50975	51740	52775
7	52151	53064	53860	54937
8	54209	55158	55985	57105
9	56261	57246	58105	59267
10	58325	59346	60236	61441

TEACHING EXPERIENCE	LEVEL 5	1/7/11	1/7/12	1/7/13
1	43816	44583	45252	46157
2	46178	46986	47691	48645
3	48535	49384	50125	51128
4	50900	51791	52568	53619
5	53265	54197	55010	56110
6	55625	56598	57447	58596
7	57984	58999	59884	61082
8	60346	61402	62323	63569
9	62705	63802	64759	66054
10	65074	66213	67206	68550

TEACHING EXPERIENCE	LEVEL 6	1/7/11	1/7/12	1/7/13
1	46328	47139	47846	48803
2	48685	49537	50280	51286
3	51050	51943	52722	53776
4	53413	54348	55163	56266
5	55772	56748	57599	58751
6	58136	59153	60040	61241
7	60495	61554	62477	63727
8	62857	63957	64916	66214
9	65219	66360	67355	68702
10	67594	68777	69809	71205

ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)**ANNUAL RATES OF PAY**

(in dollars)

QUEBEC**(10 MONTH PAY PLAN)**

TEACHING EXPERIENCE	LEVEL 1	1/7/11	1/7/12	1/7/13
1	29384	29898	30346	30953
2	31473	32024	32504	33154
3	33565	34152	34664	35357
4	35661	36285	36829	37566
5	37758	38419	38995	39775
6	39851	40548	41156	41979
7	41944	42678	43318	44184
8	44037	44808	45480	46390
9	46142	46949	47653	48606
10	48238	49082	49818	50814

TEACHING EXPERIENCE	LEVEL 2	1/7/11	1/7/12	1/7/13
1	31671	32225	32708	33362
2	33568	34155	34667	35360
3	35477	36098	36639	37372
4	37381	38035	38606	39378
5	39287	39975	40575	41387
6	41192	41913	42542	43393
7	43099	43853	44511	45401
8	45002	45790	46477	47407
9	46909	47730	48446	49415
10	48796	49650	50395	51403
11	50701	51588	52362	53409

TEACHING EXPERIENCE	LEVEL 3	1/7/11	1/7/12	1/7/13
1	34248	34847	35370	36077
2	36203	36837	37390	38138
3	38164	38832	39414	40202
4	40130	40832	41444	42273
5	42090	42827	43469	44338
6	44043	44814	45486	46396
7	46009	46814	47516	48466
8	47969	48808	49540	50531
9	49931	50805	51567	52598
10	51893	52801	53593	54665
11	53853	54795	55617	56729

TEACHING EXPERIENCE	LEVEL 4	1/7/11	1/7/12	1/7/13
1	37249	37901	38470	39239
2	39102	39786	40383	41191
3	40957	41674	42299	43145
4	42804	43553	44206	45090
5	44657	45438	46120	47042
6	46505	47319	48029	48990
7	48353	49199	49937	50936
8	50210	51089	51855	52892
9	52054	52965	53759	54834
10	53900	54843	55666	56779
11	55756	56732	57583	58735
12	57606	58614	59493	60683

TEACHING EXPERIENCE	LEVEL 5	1/7/11	1/7/12	1/7/13
1	40705	41417	42038	42879
2	42631	43377	44028	44909
3	44559	45339	46019	46939
4	46490	47304	48014	48974
5	48413	49260	49999	50999
6	50344	51225	51993	53033
7	52273	53188	53986	55066
8	54195	55143	55970	57089
9	56125	57107	57964	59123
10	58054	59070	59956	61155
11	59971	61020	61935	63174
12	61898	62981	63926	65205

TEACHING EXPERIENCE	LEVEL 6	1/7/11	1/7/12	1/7/13
1	44098	44870	45543	46454
2	46240	47049	47755	48710
3	48392	49239	49978	50978
4	50542	51426	52197	53241
5	52688	53610	54414	55502
6	54839	55799	56636	57769
7	56986	57983	58853	60030
8	59134	60169	61072	62293
9	61286	62359	63294	64560
10	63438	64548	65516	66826
11	65594	66742	67743	69098
12	67745	68931	69965	71364

ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)**ANNUAL RATES OF PAY**

(in dollars)

ONTARIO**(10 MONTH PAY PLAN)**

TEACHING EXPERIENCE	LEVEL 1	1/7/11	1/7/12	1/7/13
1	32292	32857	33350	34017
2	33621	34209	34722	35416
3	34942	35553	36086	36808
4	36264	36899	37452	38201
5	37594	38252	38826	39603
6	38915	39596	40190	40994
7	40237	40941	41555	42386
8	41561	42288	42922	43780

TEACHING EXPERIENCE	LEVEL 2	1/7/11	1/7/12	1/7/13
1	36373	37010	37565	38316
2	38263	38933	39517	40307
3	40147	40850	41463	42292
4	42031	42767	43409	44277
5	43915	44684	45354	46261
6	45800	46602	47301	48247
7	47684	48518	49246	50231
8	49576	50444	51201	52225
9	51442	52342	53127	54190

TEACHING EXPERIENCE	LEVEL 3	1/7/11	1/7/12	1/7/13
1	38010	38675	39255	40040
2	40093	40795	41407	42235
3	42177	42915	43559	44430
4	44257	45031	45706	46620
5	46340	47151	47858	48815
6	48422	49269	50008	51008
7	50503	51387	52158	53201
8	52585	53505	54308	55394
9	54673	55630	56464	57593
10	56748	57741	58607	59779

TEACHING EXPERIENCE	LEVEL 4	1/7/11	1/7/12	1/7/13
1	43161	43916	44575	45467
2	45445	46240	46934	47873
3	47722	48557	49285	50271
4	50002	50877	51640	52673
5	52287	53202	54000	55080
6	54565	55520	56353	57480
7	56846	57841	58709	59883
8	59128	60163	61065	62286
9	61406	62481	63418	64686
10	63684	64798	65770	67085

TEACHING EXPERIENCE	LEVEL 5	1/7/11	1/7/12	1/7/13
1	45162	45952	46641	47574
2	47455	48285	49009	49989
3	49749	50620	51379	52407
4	52044	52955	53749	54824
5	54341	55292	56121	57243
6	56630	57621	58485	59655
7	58930	59961	60860	62077
8	61223	62294	63228	64493
9	63514	64625	65594	66906
10	65818	66970	67975	69335

TEACHING EXPERIENCE	LEVEL 6	1/7/11	1/7/12	1/7/13
1	48717	49570	50314	51320
2	51586	52489	53276	54342
3	54466	55419	56250	57375
4	57342	58345	59220	60404
5	60219	61273	62192	63436
6	63094	64198	65161	66464
7	65968	67122	68129	69492
8	68972	70179	71232	72657
9	71710	72965	74059	75540
10	74593	75898	77036	78577

ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)**ANNUAL RATES OF PAY**

(in dollars)

MANITOBA**(10 MONTH PAY PLAN)**

TEACHING EXPERIENCE	LEVEL 1	1/7/11	1/7/12	1/7/13
1	30146	30674	31134	31757
2	31334	31882	32360	33007
3	32517	33086	33582	34254
4	33700	34290	34804	35500
5	34885	35495	36027	36748
6	36072	36703	37254	37999
7	37255	37907	38476	39246
8	38453	39126	39713	40507

TEACHING EXPERIENCE	LEVEL 2	1/7/11	1/7/12	1/7/13
1	32955	33532	34035	34716
2	34195	34793	35315	36021
3	35433	36053	36594	37326
4	36668	37310	37870	38627
5	37909	38572	39151	39934
6	39147	39832	40429	41238
7	40383	41090	41706	42540
8	41624	42352	42987	43847
9	42852	43602	44256	45141

TEACHING EXPERIENCE	LEVEL 3	1/7/11	1/7/12	1/7/13
1	36407	37044	37600	38352
2	37895	38558	39136	39919
3	39372	40061	40662	41475
4	40849	41564	42187	43031
5	42327	43068	43714	44588
6	43805	44572	45241	46146
7	45290	46083	46774	47709
8	46770	47588	48302	49268
9	48236	49080	49816	50812

TEACHING EXPERIENCE	LEVEL 4	1/7/11	1/7/12	1/7/13
1	44971	45758	46444	47373
2	47203	48029	48749	49724
3	49443	50308	51063	52084
4	51682	52586	53375	54443
5	53919	54863	55686	56800
6	56168	57151	58008	59168
7	58395	59417	60308	61514
8	60634	61695	62620	63872
9	62876	63976	64936	66235
10	65110	66249	67243	68588

TEACHING EXPERIENCE	LEVEL 5	1/7/11	1/7/12	1/7/13
1	47881	48719	49450	50439
2	50124	51001	51766	52801
3	52369	53285	54084	55166
4	54610	55566	56399	57527
5	56855	57850	58718	59892
6	59094	60128	61030	62251
7	61334	62407	63343	64610
8	63577	64690	65660	66973
9	65820	66972	67977	69337
10	68074	69265	70304	71710

TEACHING EXPERIENCE	LEVEL 6	1/7/11	1/7/12	1/7/13
1	50455	51338	52108	53150
2	52860	53785	54592	55684
3	55262	56229	57072	58213
4	57665	58674	59554	60745
5	60071	61122	62039	63280
6	62468	63561	64514	65804
7	64881	66016	67006	68346
8	67282	68459	69486	70876
9	69690	70910	71974	73413
10	72087	73349	74449	75938

ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)**ANNUAL RATES OF PAY**

(in dollars)

SASKATCHEWAN**(10 MONTH PAY PLAN)**

TEACHING EXPERIENCE	LEVEL 1	1/7/11	1/7/12	1/7/13
1	28044	28535	28963	29542
2	29485	30001	30451	31060
3	30932	31473	31945	32584
4	32374	32941	33435	34104
5	33813	34405	34921	35619
6	35259	35876	36414	37142
7	36701	37343	37903	38661
8	38155	38823	39405	40193

TEACHING EXPERIENCE	LEVEL 2	1/7/11	1/7/12	1/7/13
1	31674	32228	32711	33365
2	33462	34048	34559	35250
3	35236	35853	36391	37119
4	37019	37667	38232	38997
5	38811	39490	40082	40884
6	40588	41298	41917	42755
7	42367	43108	43755	44630
8	44150	44923	45597	46509
9	45937	46741	47442	48391

TEACHING EXPERIENCE	LEVEL 3	1/7/11	1/7/12	1/7/13
1	35493	36114	36656	37389
2	37253	37905	38474	39243
3	39005	39688	40283	41089
4	40759	41472	42094	42936
5	42517	43261	43910	44788
6	44272	45047	45723	46637
7	46026	46831	47533	48484
8	47782	48618	49347	50334
9	49552	50419	51175	52199

TEACHING EXPERIENCE	LEVEL 4	1/7/11	1/7/12	1/7/13
1	43458	44219	44882	45780
2	45629	46428	47124	48066
3	47798	48634	49364	50351
4	49973	50848	51611	52643
5	52142	53054	53850	54927
6	54309	55259	56088	57210
7	56489	57478	58340	59507
8	58653	59679	60574	61785
9	60820	61884	62812	64068
10	63009	64112	65074	66375

TEACHING EXPERIENCE	LEVEL 5	1/7/11	1/7/12	1/7/13
1	47210	48036	48757	49732
2	49337	50200	50953	51972
3	51449	52349	53134	54197
4	53579	54517	55335	56442
5	55694	56669	57519	58669
6	57813	58825	59707	60901
7	59933	60982	61897	63135
8	62049	63135	64082	65364
9	64172	65295	66274	67599
10	66288	67448	68460	69829

TEACHING EXPERIENCE	LEVEL 6	1/7/11	1/7/12	1/7/13
1	49937	50811	51573	52604
2	52060	52971	53766	54841
3	54179	55127	55954	57073
4	56302	57287	58146	59309
5	58422	59444	60336	61543
6	60539	61598	62522	63772
7	62658	63755	64711	66005
8	64782	65916	66905	68243
9	66898	68069	69090	70472
10	69009	70217	71270	72695

ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)**RATES OF PAY**

(in dollars)

ALBERTA**(10 MONTH PAY PLAN)**

TEACHING EXPERIENCE	LEVEL 1	1/7/11	1/7/12	1/7/13
1	29386	29900	30349	30956
2	30996	31538	32011	32651
3	32601	33172	33670	34343
4	34202	34801	35323	36029
5	35815	36442	36989	37729
6	37421	38076	38647	39420
7	39024	39707	40303	41109
8	40623	41334	41954	42793

TEACHING EXPERIENCE	LEVEL 2	1/7/11	1/7/12	1/7/13
1	32885	33460	33962	34641
2	34941	35552	36085	36807
3	37000	37648	38213	38977
4	39058	39742	40338	41145
5	41111	41830	42457	43306
6	43163	43918	44577	45469
7	45217	46008	46698	47632
8	47272	48099	48820	49796
9	49323	50186	50939	51958

TEACHING EXPERIENCE	LEVEL 3	1/7/11	1/7/12	1/7/13
1	38458	39131	39718	40512
2	40515	41224	41842	42679
3	42572	43317	43967	44846
4	44623	45404	46085	47007
5	46681	47498	48210	49174
6	48737	49590	50334	51341
7	50789	51678	52453	53502
8	52848	53773	54580	55672
9	54895	55856	56694	57828

TEACHING EXPERIENCE	LEVEL 4	1/7/11	1/7/12	1/7/13
1	44485	45263	45942	46861
2	46938	47759	48475	49445
3	49401	50266	51020	52040
4	51864	52772	53564	54635
5	54327	55278	56107	57229
6	56787	57781	58648	59821
7	59250	60287	61191	62415
8	61705	62785	63727	65002
9	64171	65294	66273	67598
10	66629	67795	68812	70188

TEACHING EXPERIENCE	LEVEL 5	1/7/11	1/7/12	1/7/13
1	46925	47746	48462	49431
2	49414	50279	51033	52054
3	51904	52812	53604	54676
4	54395	55347	56177	57301
5	56891	57887	58755	59930
6	59383	60422	61328	62555
7	61867	62950	63894	65172
8	64356	65482	66464	67793
9	66850	68020	69040	70421
10	69339	70552	71610	73042

TEACHING EXPERIENCE	LEVEL 6	1/7/11	1/7/12	1/7/13
1	49710	50580	51339	52366
2	52196	53109	53906	54984
3	54691	55648	56483	57613
4	57179	58180	59053	60234
5	59671	60715	61626	62859
6	62158	63246	64195	65479
7	64651	65782	66769	68104
8	67139	68314	69339	70726
9	69631	70850	71913	73351
10	72127	73389	74490	75980

ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)**RATES OF PAY**

(in dollars)

BRITISH COLUMBIA**(10 MONTH PAY PLAN)**

TEACHING EXPERIENCE	LEVEL 1	1/7/11	1/7/12	1/7/13
1	32919	33495	33997	34677
2	34618	35224	35752	36467
3	36324	36960	37514	38264
4	38032	38698	39278	40064
5	39731	40426	41032	41853
6	41434	42159	42791	43647
7	43135	43890	44548	45439
8	44839	45624	46308	47234

TEACHING EXPERIENCE	LEVEL 2	1/7/11	1/7/12	1/7/13
1	35811	36438	36985	37725
2	37490	38146	38718	39492
3	39164	39849	40447	41256
4	40843	41558	42181	43025
5	42514	43258	43907	44785
6	44192	44965	45639	46552
7	45868	46671	47371	48318
8	47544	48376	49102	50084
9	49220	50081	50832	51849

TEACHING EXPERIENCE	LEVEL 3	1/7/11	1/7/12	1/7/13
1	39813	40510	41118	41940
2	42085	42821	43463	44332
3	44354	45130	45807	46723
4	46627	47443	48155	49118
5	48896	49752	50498	51508
6	51167	52062	52843	53900
7	53439	54374	55190	56294
8	55708	56683	57533	58684
9	57979	58994	59879	61077

TEACHING EXPERIENCE	LEVEL 4	1/7/11	1/7/12	1/7/13
1	42849	43599	44253	45138
2	45240	46032	46722	47656
3	47625	48458	49185	50169
4	50013	50888	51651	52684
5	52400	53317	54117	55199
6	54790	55749	56585	57717
7	57178	58179	59052	60233
8	59566	60608	61517	62747
9	61954	63038	63984	65264
10	64345	65471	66453	67782
11	66732	67900	68919	70297

TEACHING EXPERIENCE	LEVEL 5	1/7/11	1/7/12	1/7/13
1	46060	46866	47569	48520
2	48733	49586	50330	51337
3	51409	52309	53094	54156
4	54080	55026	55851	56968
5	56756	57749	58615	59787
6	59428	60468	61375	62603
7	62103	63190	64138	65421
8	64783	65917	66906	68244
9	67455	68635	69665	71058
10	70133	71360	72430	73879
11	72805	74079	75190	76694

TEACHING EXPERIENCE	LEVEL 6	1/7/11	1/7/12	1/7/13
1	49841	50713	51474	52503
2	52405	53322	54122	55204
3	54972	55934	56773	57908
4	57544	58551	59429	60618
5	60111	61163	62080	63322
6	62686	63783	64740	66035
7	65252	66394	67390	68738
8	67821	69008	70043	71444
9	70391	71623	72697	74151
10	72961	74238	75352	76859
11	75527	76849	78002	79562

ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)
GUIDANCE AND VOCATIONAL COUNSELLOR
ANNUAL RATES OF PAY
(in dollars)
MARITIMES

(12 MONTH PAY PLAN)

INDIAN AND NORTHERN AFFAIRS CANADA

TEACHING EXPERIENCE	LEVEL 1	1/7/11	1/7/12	1/7/13
1	30377	30909	31373	32000
2	32145	32708	33199	33863
3	33918	34512	35030	35731
4	35675	36299	36843	37580
5	37446	38101	38673	39446
6	39217	39903	40502	41312
7	40979	41696	42321	43167
8	42747	43495	44147	45030

TEACHING EXPERIENCE	LEVEL 2	1/7/11	1/7/12	1/7/13
1	32179	32742	33233	33898
2	33986	34581	35100	35802
3	35804	36431	36977	37717
4	37616	38274	38848	39625
5	39432	40122	40724	41538
6	41245	41967	42597	43449
7	43058	43812	44469	45358
8	44870	45655	46340	47267
9	46704	47521	48234	49199

TEACHING EXPERIENCE	LEVEL 3	1/7/11	1/7/12	1/7/13
1	37111	37760	38326	39093
2	38935	39616	40210	41014
3	40771	41484	42106	42948
4	42590	43335	43985	44865
5	44424	45201	45879	46797
6	46249	47058	47764	48719
7	48073	48914	49648	50641
8	49906	50779	51541	52572
9	51733	52638	53428	54497

TEACHING EXPERIENCE	LEVEL 4	1/7/11	1/7/12	1/7/13
1	43351	44110	44772	45667
2	45595	46393	47089	48031
3	47826	48663	49393	50381
4	50066	50942	51706	52740
5	52304	53219	54017	55097
6	54541	55495	56327	57454
7	56777	57771	58638	59811
8	59019	60052	60953	62172
9	61256	62328	63263	64528
10	63476	64587	65556	66867

TEACHING EXPERIENCE	LEVEL 5	1/7/11	1/7/12	1/7/13
1	47680	48514	49242	50227
2	50258	51138	51905	52943
3	52831	53756	54562	55653
4	55407	56377	57223	58367
5	57973	58988	59873	61070
6	60549	61609	62533	63784
7	63117	64222	65185	66489
8	65689	66839	67842	69199
9	68264	69459	70501	71911
10	70824	72063	73144	74607

TEACHING EXPERIENCE	LEVEL 6	1/7/11	1/7/12	1/7/13
1	50422	51304	52074	53115
2	52994	53921	54730	55825
3	55568	56540	57388	58536
4	58141	59158	60045	61246
5	60711	61773	62700	63954
6	63287	64395	65361	66668
7	65859	67012	68017	69377
8	68426	69623	70667	72080
9	71000	72243	73327	74794
10	73561	74848	75971	77490

ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)
GUIDANCE AND VOCATIONAL COUNSELLOR
ANNUAL RATES OF PAY
(in dollars)
QUEBEC

(12 MONTH PAY PLAN)

INDIAN AND NORTHERN AFFAIRS CANADA

TEACHING EXPERIENCE	LEVEL 1	1/7/11	1/7/12	1/7/13
1	32498	33067	33563	34234
2	34815	35424	35955	36674
3	37129	37779	38346	39113
4	39447	40137	40739	41554
5	41765	42496	43133	43996
6	44081	44852	45525	46436
7	46401	47213	47921	48879
8	48718	49571	50315	51321
9	51031	51924	52703	53757
10	53350	54284	55098	56200

TEACHING EXPERIENCE	LEVEL 2	1/7/11	1/7/12	1/7/13
1	35022	35635	36170	36893
2	37129	37779	38346	39113
3	39236	39923	40522	41332
4	41341	42064	42695	43549
5	43451	44211	44874	45771
6	45558	46355	47050	47991
7	47660	48494	49221	50205
8	49770	50641	51401	52429
9	51874	52782	53574	54645
10	53967	54911	55735	56850
11	56067	57048	57904	59062

TEACHING EXPERIENCE	LEVEL 3	1/7/11	1/7/12	1/7/13
1	37879	38542	39120	39902
2	40050	40751	41362	42189
3	42221	42960	43604	44476
4	44387	45164	45841	46758
5	46552	47367	48078	49040
6	48731	49584	50328	51335
7	50898	51789	52566	53617
8	53066	53995	54805	55901
9	55237	56204	57047	58188
10	57391	58395	59271	60456
11	59558	60600	61509	62739

TEACHING EXPERIENCE	LEVEL 4	1/7/11	1/7/12	1/7/13
1	41203	41924	42553	43404
2	43254	44011	44671	45564
3	45300	46093	46784	47720
4	47348	48177	48900	49878
5	49390	50254	51008	52028
6	51439	52339	53124	54186
7	53484	54420	55236	56341
8	55531	56503	57351	58498
9	57574	58582	59461	60650
10	59627	60670	61580	62812
11	61667	62746	63687	64961
12	63710	64825	65797	67113

TEACHING EXPERIENCE	LEVEL 5	1/7/11	1/7/12	1/7/13
1	45015	45803	46490	47420
2	47147	47972	48692	49666
3	49278	50140	50892	51910
4	51404	52304	53089	54151
5	53539	54476	55293	56399
6	55666	56640	57490	58640
7	57798	58809	59691	60885
8	59924	60973	61888	63126
9	62056	63142	64089	65371
10	64186	65309	66289	67615
11	66327	67488	68500	69870
12	68456	69654	70699	72113

TEACHING EXPERIENCE	LEVEL 6	1/7/11	1/7/12	1/7/13
1	48763	49616	50360	51367
2	51146	52041	52822	53878
3	53522	54459	55276	56382
4	55903	56881	57734	58889
5	58280	59300	60190	61394
6	60657	61718	62644	63897
7	63026	64129	65091	66393
8	65409	66554	67552	68903
9	67789	68975	70010	71410
10	70163	71391	72462	73911
11	72547	73817	74924	76422
12	74922	76233	77376	78924

ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)
GUIDANCE AND VOCATIONAL COUNSELLOR
ANNUAL RATES OF PAY
(in dollars)
ONTARIO

(12 MONTH PAY PLAN)

INDIAN AND NORTHERN AFFAIRS CANADA

TEACHING EXPERIENCE	LEVEL 1	1/7/11	1/7/12	1/7/13
1	35148	35763	36299	37025
2	36590	37230	37788	38544
3	38031	38697	39277	40063
4	39465	40156	40758	41573
5	40915	41631	42255	43100
6	42353	43094	43740	44615
7	43794	44560	45228	46133
8	45227	46018	46708	47642

TEACHING EXPERIENCE	LEVEL 2	1/7/11	1/7/12	1/7/13
1	39590	40283	40887	41705
2	41638	42367	43003	43863
3	43691	44456	45123	46025
4	45739	46539	47237	48182
5	47792	48628	49357	50344
6	49843	50715	51476	52506
7	51892	52800	53592	54664
8	53937	54881	55704	56818
9	55980	56960	57814	58970

TEACHING EXPERIENCE	LEVEL 3	1/7/11	1/7/12	1/7/13
1	41365	42089	42720	43574
2	43629	44393	45059	45960
3	45893	46696	47396	48344
4	48156	48999	49734	50729
5	50421	51303	52073	53114
6	52686	53608	54412	55500
7	54950	55912	56751	57886
8	57217	58218	59091	60273
9	59479	60520	61428	62657
10	61757	62838	63781	65057

TEACHING EXPERIENCE	LEVEL 4	1/7/11	1/7/12	1/7/13
1	46980	47802	48519	49489
2	49461	50327	51082	52104
3	51940	52849	53642	54715
4	54425	55377	56208	57332
5	56902	57898	58766	59941
6	59386	60425	61331	62558
7	61867	62950	63894	65172
8	64346	65472	66454	67783
9	66829	67999	69019	70399
10	69299	70512	71570	73001

TEACHING EXPERIENCE	LEVEL 5	1/7/11	1/7/12	1/7/13
1	49153	50013	50763	51778
2	51646	52550	53338	54405
3	54154	55102	55929	57048
4	56648	57639	58504	59674
5	59149	60184	61087	62309
6	61650	62729	63670	64943
7	64147	65270	66249	67574
8	66644	67810	68827	70204
9	69145	70355	71410	72838
10	71628	72881	73974	75453

TEACHING EXPERIENCE	LEVEL 6	1/7/11	1/7/12	1/7/13
1	53018	53946	54755	55850
2	56151	57134	57991	59151
3	59281	60318	61223	62447
4	62412	63504	64457	65746
5	65547	66694	67694	69048
6	68674	69876	70924	72342
7	71800	73057	74153	75636
8	74890	76201	77344	78891
9	77677	79036	80222	81826
10	80465	81873	83101	84763

ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)
GUIDANCE AND VOCATIONAL COUNSELLOR
ANNUAL RATES OF PAY
(in dollars)
MANITOBA

(12 MONTH PAY PLAN)

INDIAN AND NORTHERN AFFAIRS CANADA

TEACHING EXPERIENCE	LEVEL 1	1/7/11	1/7/12	1/7/13
1	34176	34774	35296	36002
2	35517	36139	36681	37415
3	36861	37506	38069	38830
4	38202	38871	39454	40243
5	39549	40241	40845	41662
6	40891	41607	42231	43076
7	42234	42973	43618	44490
8	43587	44350	45015	45915

TEACHING EXPERIENCE	LEVEL 2	1/7/11	1/7/12	1/7/13
1	37359	38013	38583	39355
2	38751	39429	40020	40820
3	40156	40859	41472	42301
4	41554	42281	42915	43773
5	42958	43710	44366	45253
6	44356	45132	45809	46725
7	45758	46559	47257	48202
8	47163	47988	48708	49682
9	48572	49422	50163	51166

TEACHING EXPERIENCE	LEVEL 3	1/7/11	1/7/12	1/7/13
1	41281	42003	42633	43486
2	42953	43705	44361	45248
3	44634	45415	46096	47018
4	46302	47112	47819	48775
5	47983	48823	49555	50546
6	49661	50530	51288	52314
7	51338	52236	53020	54080
8	53008	53936	54745	55840
9	54689	55646	56481	57611

TEACHING EXPERIENCE	LEVEL 4	1/7/11	1/7/12	1/7/13
1	50971	51863	52641	53694
2	53511	54447	55264	56369
3	56051	57032	57887	59045
4	58586	59611	60505	61715
5	61128	62198	63131	64394
6	63660	64774	65746	67061
7	66194	67352	68362	69729
8	68734	69937	70986	72406
9	71270	72517	73605	75077
10	73811	75103	76230	77755

TEACHING EXPERIENCE	LEVEL 5	1/7/11	1/7/12	1/7/13
1	54286	55236	56065	57186
2	56827	57821	58688	59862
3	59374	60413	61319	62545
4	61912	62995	63940	65219
5	64461	65589	66573	67904
6	67000	68173	69196	70580
7	69551	70768	71830	73267
8	72092	73354	74454	75943
9	74618	75924	77063	78604
10	76890	78236	79410	80998

TEACHING EXPERIENCE	LEVEL 6	1/7/11	1/7/12	1/7/13
1	57202	58203	59076	60258
2	59923	60972	61887	63125
3	62649	63745	64701	65995
4	65376	66520	67518	68868
5	68095	69287	70326	71733
6	70824	72063	73144	74607
7	73543	74830	75952	77471
8	76079	77410	78571	80142
9	78503	79877	81075	82697
10	80929	82345	83580	85252

ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)
GUIDANCE AND VOCATIONAL COUNSELLOR
ANNUAL RATES OF PAY
(in dollars)
SASKATCHEWAN

(12 MONTH PAY PLAN)

INDIAN AND NORTHERN AFFAIRS CANADA

TEACHING EXPERIENCE	LEVEL 1	1/7/11	1/7/12	1/7/13
1	31275	31822	32299	32945
2	32883	33458	33960	34639
3	34493	35097	35623	36335
4	36095	36727	37278	38024
5	37706	38366	38941	39720
6	39310	39998	40598	41410
7	40921	41637	42262	43107
8	42537	43281	43930	44809
TEACHING EXPERIENCE	LEVEL 2	1/7/11	1/7/12	1/7/13
1	35317	35935	36474	37203
2	37305	37958	38527	39298
3	39298	39986	40586	41398
4	41282	42004	42634	43487
5	43275	44032	44692	45586
6	45265	46057	46748	47683
7	47252	48079	48800	49776
8	49242	50104	50856	51873
9	51219	52115	52897	53955

TEACHING EXPERIENCE	LEVEL 3	1/7/11	1/7/12	1/7/13
1	39578	40271	40875	41693
2	41532	42259	42893	43751
3	43490	44251	44915	45813
4	45451	46246	46940	47879
5	47408	48238	48962	49941
6	49369	50233	50986	52006
7	51319	52217	53000	54060
8	53276	54208	55021	56121
9	55254	56221	57064	58205
TEACHING EXPERIENCE	LEVEL 4	1/7/11	1/7/12	1/7/13
1	48465	49313	50053	51054
2	50883	51773	52550	53601
3	53312	54245	55059	56160
4	55731	56706	57557	58708
5	58150	59168	60056	61257
6	60577	61637	62562	63813
7	62997	64099	65060	66361
8	65426	66571	67570	68921
9	67847	69034	70070	71471
10	70248	71477	72549	74000
TEACHING EXPERIENCE	LEVEL 5	1/7/11	1/7/12	1/7/13
1	52648	53569	54373	55460
2	55011	55974	56814	57950
3	57374	58378	59254	60439
4	59735	60780	61692	62926
5	62099	63186	64134	65417
6	64468	65596	66580	67912
7	66832	68002	69022	70402
8	69192	70403	71459	72888
9	71551	72803	73895	75373
10	73912	75205	76333	77860

TEACHING EXPERIENCE	LEVEL 6	1/7/11	1/7/12	1/7/13
1	55685	56659	57509	58659
2	58045	59061	59947	61146
3	60413	61470	62392	63640
4	62777	63876	64834	66131
5	65135	66275	67269	68614
6	67499	68680	69710	71104
7	69864	71087	72153	73596
8	72232	73496	74598	76090
9	74591	75896	77034	78575
10	76866	78211	79384	80972

ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)
GUIDANCE AND VOCATIONAL COUNSELLOR
ANNUAL RATES OF PAY
(in dollars)
ALBERTA

(12 MONTH PAY PLAN)

INDIAN AND NORTHERN AFFAIRS CANADA

TEACHING EXPERIENCE	LEVEL 1	1/7/11	1/7/12	1/7/13
1	31726	32281	32765	33420
2	33463	34049	34560	35251
3	35192	35808	36345	37072
4	36932	37578	38142	38905
5	38660	39337	39927	40726
6	40394	41101	41718	42552
7	42131	42868	43511	44381
8	43864	44632	45301	46207

TEACHING EXPERIENCE	LEVEL 2	1/7/11	1/7/12	1/7/13
1	35507	36128	36670	37403
2	37723	38383	38959	39738
3	39944	40643	41253	42078
4	42161	42899	43542	44413
5	44377	45154	45831	46748
6	46596	47411	48122	49084
7	48813	49667	50412	51420
8	51031	51924	52703	53757
9	53249	54181	54994	56094

TEACHING EXPERIENCE	LEVEL 3	1/7/11	1/7/12	1/7/13
1	41523	42250	42884	43742
2	43732	44497	45164	46067
3	45950	46754	47455	48404
4	48169	49012	49747	50742
5	50384	51266	52035	53076
6	52606	53527	54330	55417
7	54823	55782	56619	57751
8	57034	58032	58902	60080
9	59264	60301	61206	62430

TEACHING EXPERIENCE	LEVEL 4	1/7/11	1/7/12	1/7/13
1	48025	48865	49598	50590
2	50678	51565	52338	53385
3	53330	54263	55077	56179
4	55992	56972	57827	58984
5	58649	59675	60570	61781
6	61300	62373	63309	64575
7	63955	65074	66050	67371
8	66612	67778	68795	70171
9	69273	70485	71542	72973
10	71934	73193	74291	75777

TEACHING EXPERIENCE	LEVEL 5	1/7/11	1/7/12	1/7/13
1	50660	51547	52320	53366
2	53359	54293	55107	56209
3	56043	57024	57879	59037
4	58730	59758	60654	61867
5	61425	62500	63438	64707
6	64116	65238	66217	67541
7	66804	67973	68993	70373
8	69492	70708	71769	73204
9	72179	73442	74544	76035
10	74863	76173	77316	78862

TEACHING EXPERIENCE	LEVEL 6	1/7/11	1/7/12	1/7/13
1	53666	54605	55424	56532
2	56358	57344	58204	59368
3	59047	60080	60981	62201
4	61738	62818	63760	65035
5	64427	65554	66537	67868
6	67117	68292	69316	70702
7	69809	71031	72096	73538
8	72494	73763	74869	76366
9	75181	76497	77644	79197
10	77622	78980	80165	81768

ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)
GUIDANCE AND VOCATIONAL COUNSELLOR
ANNUAL RATES OF PAY
(in dollars)
BRITISH COLUMBIA

(12 MONTH PAY PLAN)

INDIAN AND NORTHERN AFFAIRS CANADA

TEACHING EXPERIENCE	LEVEL 1	1/7/11	1/7/12	1/7/13
1	36116	36748	37299	38045
2	37983	38648	39228	40013
3	39853	40550	41158	41981
4	41717	42447	43084	43946
5	43586	44349	45014	45914
6	45455	46250	46944	47883
7	47323	48151	48873	49850
8	49191	50052	50803	51819
TEACHING EXPERIENCE	LEVEL 2	1/7/11	1/7/12	1/7/13
1	39289	39977	40577	41389
2	41125	41845	42473	43322
3	42965	43717	44373	45260
4	44803	45587	46271	47196
5	46642	47458	48170	49133
6	48478	49326	50066	51067
7	50319	51200	51968	53007
8	52156	53069	53865	54942
9	53995	54940	55764	56879

TEACHING EXPERIENCE	LEVEL 3	1/7/11	1/7/12	1/7/13
1	43673	44437	45104	46006
2	46166	46974	47679	48633
3	48657	49508	50251	51256
4	51149	52044	52825	53882
5	53640	54579	55398	56506
6	56136	57118	57975	59135
7	58621	59647	60542	61753
8	61112	62181	63114	64376
9	63605	64718	65689	67003

TEACHING EXPERIENCE	LEVEL 4	1/7/11	1/7/12	1/7/13
1	46961	47783	48500	49470
2	49534	50401	51157	52180
3	52105	53017	53812	54888
4	54678	55635	56470	57599
5	57251	58253	59127	60310
6	59818	60865	61778	63014
7	62385	63477	64429	65718
8	64962	66099	67090	68432
9	67529	68711	69742	71137
10	70100	71327	72397	73845
11	72672	73944	75053	76554

TEACHING EXPERIENCE	LEVEL 5	1/7/11	1/7/12	1/7/13
1	50414	51296	52065	53106
2	53234	54166	54978	56078
3	56054	57035	57891	59049
4	58872	59902	60801	62017
5	61692	62772	63714	64988
6	64511	65640	66625	67958
7	67332	68510	69538	70929
8	70148	71376	72447	73896
9	72969	74246	75360	76867
10	75785	77111	78268	79833
11	78608	79984	81184	82808

TEACHING EXPERIENCE	LEVEL 6	1/7/11	1/7/12	1/7/13
1	54534	55488	56320	57446
2	57211	58212	59085	60267
3	59886	60934	61848	63085
4	62554	63649	64604	65896
5	65224	66365	67360	68707
6	67901	69089	70125	71528
7	70571	71806	72883	74341
8	73243	74525	75643	77156
9	75914	77242	78401	79969
10	78591	79966	81165	82788
11	81264	82686	83926	85605

ANNEX "A1-2"**ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)****ANNUAL RATES OF PAY**

(in dollars)

ONTARIO**(10 MONTH PAY PLAN)****TEACHERS - INDIAN AND NORTHERN AFFAIRS CANADA**

TEACHING EXPERIENCE	LEVEL 1	1/7/11	1/7/12	1/7/13
0	32292	32857	33350	34017
1	34877	35487	36019	36739
2	36311	36946	37500	38250
3	37738	38398	38974	39753
4	39165	39850	40448	41257
5	40602	41313	41933	42772
6	42028	42763	43404	44272
7	43455	44215	44878	45776
8	44885	45670	46355	47282

TEACHING EXPERIENCE	LEVEL 2	1/7/11	1/7/12	1/7/13
0	36373	37010	37565	38316
1	39285	39972	40572	41383
2	41324	42047	42678	43532
3	43359	44118	44780	45676
4	45393	46187	46880	47818
5	47430	48260	48984	49964
6	49463	50329	51084	52106
7	51499	52400	53186	54250
8	53540	54477	55294	56400
9	55558	56530	57378	58526

TEACHING EXPERIENCE	LEVEL 3	1/7/11	1/7/12	1/7/13
0	38010	38675	39255	40040
1	41052	41770	42397	43245
2	43300	44058	44719	45613
3	45550	46347	47042	47983
4	47799	48635	49365	50352
5	50047	50923	51687	52721
6	52294	53209	54007	55087
7	54543	55498	56330	57457
8	56792	57786	58653	59826
9	59046	60079	60980	62200
10	61287	62360	63295	64561

TEACHING EXPERIENCE	LEVEL 4	1/7/11	1/7/12	1/7/13
0	43161	43916	44575	45467
1	46614	47430	48141	49104
2	49081	49940	50689	51703
3	51539	52441	53228	54293
4	54001	54946	55770	56885
5	56471	57459	58321	59487
6	58933	59964	60863	62080
7	61394	62468	63405	64673
8	63860	64978	65953	67272
9	66320	67481	68493	69863
10	68779	69983	71033	72454

TEACHING EXPERIENCE	LEVEL 5	1/7/11	1/7/12	1/7/13
0	45162	45952	46641	47574
1	48776	49630	50374	51381
2	51252	52149	52931	53990
3	53728	54668	55488	56598
4	56206	57190	58048	59209
5	58687	59714	60610	61822
6	61159	62229	63162	64425
7	63643	64757	65728	67043
8	66121	67278	68287	69653
9	68594	69794	70841	72258
10	71083	72327	73412	74880

TEACHING EXPERIENCE	LEVEL 6	1/7/11	1/7/12	1/7/13
0	48717	49570	50314	51320
1	52616	53537	54340	55427
2	55713	56688	57538	58689
3	58824	59853	60751	61966
4	61930	63014	63959	65238
5	65037	66175	67168	68511
6	68140	69332	70372	71779
7	71246	72493	73580	75052
8	74492	75796	76933	78472
9	77447	78802	79984	81584
10	80562	81972	83202	84866

ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)**ANNUAL RATES OF PAY**

(in dollars)

ALBERTA**(10 MONTH PAY PLAN)****TEACHERS - INDIAN AND NORTHERN AFFAIRS CANADA**

TEACHING EXPERIENCE	LEVEL 1	1/7/11	1/7/12	1/7/13
0	29386	29900	30349	30956
1	32326	32892	33385	34053
2	34094	34691	35211	35915
3	35860	36488	37035	37776
4	37623	38281	38855	39632
5	39396	40085	40686	41500
6	41163	41883	42511	43361
7	42926	43677	44332	45219
8	44687	45469	46151	47074

TEACHING EXPERIENCE	LEVEL 2	1/7/11	1/7/12	1/7/13
0	32885	33460	33962	34641
1	36175	36808	37360	38107
2	38435	39108	39695	40489
3	40699	41411	42032	42873
4	42964	43716	44372	45259
5	45221	46012	46702	47636
6	47481	48312	49037	50018
7	49738	50608	51367	52394
8	52001	52911	53705	54779
9	54255	55204	56032	57153

TEACHING EXPERIENCE	LEVEL 3	1/7/11	1/7/12	1/7/13
0	38458	39131	39718	40512
1	42304	43044	43690	44564
2	44566	45346	46026	46947
3	46831	47651	48366	49333
4	49085	49944	50693	51707
5	51349	52248	53032	54093
6	53612	54550	55368	56475
7	55867	56845	57698	58852
8	58132	59149	60036	61237
9	60385	61442	62364	63611

TEACHING EXPERIENCE	LEVEL 4	1/7/11	1/7/12	1/7/13
0	44485	45263	45942	46861
1	48934	49790	50537	51548
2	51634	52538	53326	54393
3	54341	55292	56121	57243
4	57050	58048	58919	60097
5	59760	60806	61718	62952
6	62464	63557	64510	65800
7	65174	66315	67310	68656
8	67876	69064	70100	71502
9	70588	71823	72900	74358
10	73290	74573	75692	77206

TEACHING EXPERIENCE	LEVEL 5	1/7/11	1/7/12	1/7/13
0	46925	47746	48462	49431
1	51619	52522	53310	54376
2	54356	55307	56137	57260
3	57095	58094	58965	60144
4	59832	60879	61792	63028
5	62582	63677	64632	65925
6	65318	66461	67458	68807
7	68056	69247	70286	71692
8	70791	72030	73110	74572
9	73537	74824	75946	77465
10	76270	77605	78769	80344

TEACHING EXPERIENCE	LEVEL 6	1/7/11	1/7/12	1/7/13
0	49710	50580	51339	52366
1	54681	55638	56473	57602
2	57416	58421	59297	60483
3	60160	61213	62131	63374
4	62895	63996	64956	66255
5	65638	66787	67789	69145
6	68374	69571	70615	72027
7	71117	72362	73447	74916
8	73851	75143	76270	77795
9	76593	77933	79102	80684
10	79338	80726	81937	83576

ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)
ANNUAL RATES OF PAY
(in dollars)
ONTARIO

- A) Effective July 1st, 2011
B) Effective July 1st, 2012
C) Effective July 1st, 2013

PRINCIPALS - INDIAN AND NORTHER AFFAIRS CANADA

Level 1

From:	\$	80018	83220	86549	90010
To:	A	81418	84676	88064	91585
	B	82639	85946	89385	92959
	C	84292	87665	91173	94818

Level 2

From:	\$	90610	94235	98004	101924
To:	A	92196	95884	99719	103708
	B	93579	97322	101215	105264
	C	95451	99268	103239	107369

ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)**ANNUAL RATES OF PAY**

(in dollars)

ALBERTA

- A) Effective July 1st, 2011
 B) Effective July 1st, 2012
 C) Effective July 1st, 2013

PRINCIPALS - INDIAN AND NORTHER AFFAIRS CANADA**Level 1**

From:	\$	76489	79548	82731	86040
To:	A	77828	80940	84179	87546
	B	78995	82154	85442	88859
	C	80575	83797	87151	90636

Level 2

From:	\$	82962	86279	89730	93320
To:	A	84414	87789	91300	94953
	B	85680	89106	92670	96377
	C	87394	90888	94523	98305

ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)**ANNUAL RATES OF PAY**

(in dollars)

ONTARIO

- A) Effective July 1st, 2011
 B) Effective July 1st, 2012
 C) Effective July 1st, 2013

VICE-PRINCIPALS - INDIAN AND NORTHER AFFAIRS CANADA**Level 1**

From:	\$	73547	76489	79548	82731
To:	A	74834	77828	80940	84179
	B	75957	78995	82154	85442
	C	77476	80575	83797	87151

Level 2

From:	\$	84137	87502	91004	94644
To:	A	85609	89033	92597	96300
	B	86893	90368	93986	97745
	C	88631	92175	95866	99700

ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)**ANNUAL RATES OF PAY**

(in dollars)

ALBERTA

- A) Effective July 1st, 2011
 B) Effective July 1st, 2012
 C) Effective July 1st, 2013

VICE-PRINCIPALS - INDIAN AND NORTHER AFFAIRS CANADA**Level 1**

From:	\$	71782	74653	77639	80744
To:	A	73038	75959	78998	82157
	B	74134	77098	80183	83389
	C	75617	78640	81787	85057

Level 2

From:	\$	79432	82609	85912	89349
To:	A	80822	84055	87415	90913
	B	82034	85316	88726	92277
	C	83675	87022	90501	94123

ED-EST SUB-GROUP PAY NOTES

1. Any service rendered by an employee on duties classified in the Education (ED) group shall be used in determining the employee's increment step on the EST pay grids.
 2. An employee is entitled to be paid at the rate of pay on the pay grid for the appropriate region set forth in Schedules "A1", "A1-1" or "A1-2" as determined by his or her education, professional certification and experience. In addition, employees at these levels are entitled to the appropriate allowance provided in Article 50.
 3. The rates of pay in Appendix "A1", "A1-1" and "A1-2" shall be implemented as indicated therein.
 4. A teacher in the Department of Indian and Northern Affairs 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 on a semi-monthly basis.
- **
6. Notwithstanding Pay Note 2, an employee on a twelve (12) month work year in Correctional Service of Canada, Department of National Defence Canada or Department of Fisheries and Oceans 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 appropriate education experience grid set forth in Schedule "A1", and if applicable, the allowances set forth in Article 49.

7. **Rates of Pay on Promotion, Transfer or Demotion of an Employee**

- (a) Notwithstanding Section 2(e)(iii) of the *Public Service Terms and Conditions of Employment Regulations*, sections 24, 25 and 26 of the above regulations shall apply when an employee is promoted, transferred or demoted to a position classified in another group or sub-group.
- (b) For the purpose of this Article, the maximum rate of pay applicable to the position held by the employee immediately prior to the new appointment means the maximum salary in the level column in the appropriate education experience grid determined by the number of years of teacher education to his or her credit. If applicable, the rate of pay is increased by the percentage (%) prescribed in note 6 and/or the allowance provided for in Article 49.
- (c) Notwithstanding (a) above, no employee will receive a rate of pay lower than the rate of pay he or she was receiving when, by mutual agreement, he or she is transferred from one region to another during the school year. The higher rate of pay will be paid for the remainder of that school year only. Should the rate of pay in the new region be higher, the higher rate will apply.

Explanatory Note

8. The following qualifications are required for placement of an employee at the various levels of the teachers' education-experience grid:

- (a) Level One - For placement at this level, an employee must have:

Teaching Certificate

- (b) Level Two - For placement at this level, an employee must have:

Teaching Certificate plus one (1) additional year of teacher education.

- (c) Level Three - For placement at this level, an employee must have:

Teaching Certificate plus two (2) additional years of teacher education.

- (d) Level Four - For placement at this level, an employee must have:

Teaching Certificate plus three (3) additional years of teacher education

- (e) Level Five - For placement at this level, an employee must have:

Teaching Certificate plus four (4) additional years of teacher education

- (f) Level Six - For placement at this level, an employee must have:

Teaching Certificate plus five (5) additional years of teacher education

9. This applies to teachers in the Department of Indian and Northern Affairs. 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:

Vice-Principal and Principal Professional Certification

Employees appointed to school leadership positions must hold current teacher certification issued by the Ministry of Education, Department of Education or the College of Teachers of the province in which the school is located and should have a provincial principal qualification in province, territory, or provincial school unit within the geographic area where such is a requirement for vice-principals and principals employed by public school boards in elementary and secondary schools.

Vice-Principal and Principal Academic Qualifications

- (a) Level One – For placement at this level, an employee must have:
- (i) at a minimum, a Bachelor’s degree in Education and current teacher certification issued by the Ministry of Education or College of Teachers of the province in which the school is located.

- (b) Level Two – For placement at this level, an employee must have:
- (i) Master’s degree in Education and current teacher certification issued by the Ministry of Education or College of Teachers of the province in which the school is located that included a principal qualification on the teaching certificate where such is required by provincial regulation.
10. **“Teacher Education”** refers to successfully completed years of university study recognized by a Canadian university, or teacher training after matriculation which must include one year of study leading to the granting of a recognized teaching certificate. This clause does not apply to teachers on staff prior to the signing of this Agreement, unless a teacher requests a re-evaluation of his scholarship.
 11. **“Teaching Certificate”** refers to successfully completed training to obtain a teaching certificate in an university and recognized by provincial authorities of the province, territory, or provincial school unit within the geographic area in which the school is located. In circumstances where the educational program leading to the granting of a teaching certificate is more than one-year, the additional year(s) will count towards teacher education.
 12. For the purpose of the placement of an employee at a level on the teacher’s education- experience grid, the Employer will give full credit for the years of teacher education, and teacher certificates recognized by provincial authorities of the province, territory, or provincial school unit within the geographic area in which the school is located.
 13. Notwithstanding Pay Note 8, the placement of a Technical and Vocational Teacher employed at Correctional Service Canada (CSC) on the teachers education-experience grid will be according to a “Reference Grid” which provides level equivalencies between the ED-EST levels at CSC and those in provincial jurisdictions.
 14. The Employer agrees that, where prior to December 29, 1998, Correctional Service of Canada has taken the initiative of placing an ED-EST employee higher on the salary grid than the employee should have been placed, according to his or her qualifications as defined in the collective agreement at the time of such placement, this Correctional Service of Canada initiated placement will not be revisited.

15. Notwithstanding the preceding paragraph and other provisions of this agreement, where an employee has been placed on the grid at a higher level than warranted, the employee will not be able to avail himself or herself of the provisions governing the progression to a higher level on the salary grid until the employee meets the requirements of the level in which he or she is presently placed.
16. Where the Employer requests an evaluation of an employee's qualifications, the cost of the evaluation itself will be at the expense of the Employer, and any costs associated with supplying necessary documentation will be borne by the Employer. Where the evaluation is initiated by the employee, all costs will be borne by the employee.
17. It is the employee's responsibility to submit to the Employer within ninety (90) days following the date on which he or she enters the Public Service all documents that will establish his or her rate of pay. No retroactive changes shall be made to his or her rate of pay after the prescribed ninety (90) day deadline.
18. **Credit for Previous Experience**

Experience is recognized by the granting of one increment for each acceptable year of teaching or counselling experience prior to appointment to a position in the bargaining unit. A full year of experience is to be allowed for the following:

- (a) Any full academic year.
- (b) Any portion of an academic year of six (6) months or more; or the equivalent in days or hours of teaching or counselling experience.

Previous Experience as a Teacher Aide

Upon appointment to the EST sub-group, one half (1/2) of the service gained in a classroom as a teacher aide shall be recognized in determining the employee's increment step on the EST pay grid.

Previous Experience - Vocational Teacher

- (a) For Vocational Teachers work experience prior to appointment to a position in the bargaining unit is recognized by the granting of one increment for each acceptable full year of work experience in the employee's trade at the journeyman level or after obtaining a Certificate of Qualification.
- (b) Notwithstanding sub-clause a), any period of work experience which has already been used to qualify for teacher certification shall not be counted towards the granting of increments.

19. Changes in Rates of Pay After Appointment

- (a) After appointment, an employee on a school year will be granted annual increments at commencement of the school year provided the employee has been on duty at least six (6) months since the last increment or since appointment and has given satisfactory service.
- (b) Subject to satisfactory performance of duties, an employee on a twelve (12) month work year will be granted annual increments on the anniversary date of an employee's most recent appointment.
- (c) It is up to the employee to submit to the Employer the documents proving that he or she has higher educational qualifications than those of the education level in which he or she is being paid, within six (6) months following the date of issuance of the official transcript of such additional qualifications. The employee shall be granted retroactive pay, if he or she meets the requirements, either from the date of issuance of the official transcript of additional qualifications if it is submitted within six (6) months or from the date the official transcript was submitted to the Employer, in all other cases.

20. In applying the new rates of pay, an employee retains his step in the pay grid except as provided in Note 19 above.

21. An employee who does not meet the requirements of Level One is placed at the step corresponding to his or her experience and is given the rate of pay of Level One minus five hundred dollars (\$500.00).

- 22. Notwithstanding Pay Note 2, a part-time employee who works during the school year, as defined in clause 44.01, is granted an annual increment when he or she has received pay equivalent to six (6) months of work as a full-time employee. In order to benefit from subsequent increments, an employee must have received pay equivalent to the number of days of work of a full-time employee as prescribed in clause 44.01.
- 23. Where an existing employee would be negatively impacted by placement on the Education-Experience grid, under the changes to the pay notes, he or she would be salary protected at their current level.

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24. **Education Levels for ED-ESTs at Canadian Coast Guard College**

The employee's level of education must be certified by an organization recognized by the Employer.

Education Level 3 (Bachelors)

This level requires a Bachelor's or equivalent degree recognized by a Canadian university.

Education Level 4 (Bachelors + 1)

(a) This level requires an Honour's Bachelor's or equivalent degree recognized by a Canadian university.

or

(b) A Bachelor's or equivalent degree recognized by a Canadian university plus one (1) further year of teacher education as defined in Note 10.

Education Level 5 (Bachelors + 2)

(a) This level requires an Honour's Bachelor's or equivalent degree recognized by a Canadian university, plus one (1) further year of teacher education as defined in Note 10.

or

- (b) A Bachelor's or equivalent degree recognized by a Canadian university plus two (2) further years of teacher education as defined in Note 10.

Education Level 6 (Bachelors + 3)

- (a) This level requires an Honour's Bachelor's or equivalent degree, recognized by a Canadian university plus two (2) further years of teacher education as defined in Note 10.

or

- (b) A Bachelor's or equivalent degree recognized by a Canadian university plus three (3) further years of teacher education as defined in Note 10.

Miscellaneous

Teacher Education, for the purposes of this pay plan, means education certified by an employer-recognized organization and shall consist of any one or combination of the following:

- (a) A year of study resulting in a recognized teaching certificate or diploma.
- (b) A year of university study, completion of which is officially certified by an educational establishment.

An employee appointed to an ED-EST position at the Canadian Coast Guard College prior to the date of signing of this collective agreement will not have his or her Education Level lowered solely by the application of this pay note.

This provision will cease to apply to an employee when he or she leaves the Canadian Coast Guard College.

ANNEX "A2"**LANGUAGE TEACHING SUB-GROUP (ED-LAT)****ANNUAL RATES OF PAY**

(in dollars)

THE SALARY TO BE PAID EMPLOYEES AT LEVELS ED-LAT-01 AND 02 SHALL BE DETERMINED AS FOLLOWS:

LANGUAGE TEACHING 1 - EMPLOYEES WILL RECEIVE THE RATE ON THE GRID DETERMINED BY THEIR EDUCATION AND EXPERIENCE

TEACHING EXPERIENCE	LEVEL 1	1/7/11	1/7/12	1/7/13
1	40118	40820	41432	42261
2	41893	42626	43265	44130
3	43678	44442	45109	46011
4	45468	46264	46958	47897
5	47247	48074	48795	49771
6	49032	49890	50638	51651
7	50819	51708	52484	53534
8	52609	53530	54333	55420
9	54384	55336	56166	57289
10	56173	57156	58013	59173
11	57954	58968	59853	61050
12	59747	60793	61705	62939

TEACHING EXPERIENCE	LEVEL 2	1/7/11	1/7/12	1/7/13
1	45354	46148	46840	47777
2	47279	48106	48828	49805
3	49197	50058	50809	51825
4	51123	52018	52798	53854
5	53046	53974	54784	55880
6	54965	55927	56766	57901
7	56892	57888	58756	59931
8	58808	59837	60735	61950
9	60732	61795	62722	63976
10	62656	63752	64708	66002
11	64575	65705	66691	68025
12	66501	67665	68680	70054
13	68421	69618	70662	72075
TEACHING EXPERIENCE	LEVEL 3	1/7/11	1/7/12	1/7/13
1	47911	48749	49480	50470
2	49832	50704	51465	52494
3	51751	52657	53447	54516
4	53678	54617	55436	56545
5	55596	56569	57418	58566
6	57522	58529	59407	60595
7	59444	60484	61391	62619
8	61364	62438	63375	64643
9	63288	64396	65362	66669
10	65210	66351	67346	68693
11	67133	68308	69333	70720
12	69052	70260	71314	72740
13	70976	72218	73301	74767

TEACHING EXPERIENCE	LEVEL 4	1/7/11	1/7/12	1/7/13
1	51078	51972	52752	53807
2	53103	54032	54842	55939
3	55135	56100	56942	58081
4	57157	58157	59029	60210
5	59183	60219	61122	62344
6	61209	62280	63214	64478
7	63238	64345	65310	66616
8	65265	66407	67403	68751
9	67288	68466	69493	70883
10	69318	70531	71589	73021
11	71345	72594	73683	75157
12	73372	74656	75776	77292
13	75397	76716	77867	79424

LANGUAGE TEACHING 2 - EMPLOYEES WILL RECEIVE THE RATE ON THE GRID DETERMINED BY THEIR EDUCATION AND EXPERIENCE

TEACHING EXPERIENCE	LEVEL 1	1/7/11	1/7/12	1/7/13
1	44918	45704	46390	47318
2	46695	47512	48225	49190
3	48477	49325	50065	51066
4	50269	51149	51916	52954
5	52049	52960	53754	54829
6	53833	54775	55597	56709
7	55620	56593	57442	58591
8	57409	58414	59290	60476
9	59186	60222	61125	62348
10	60973	62040	62971	64230
11	62755	63853	64811	66107
12	64549	65679	66664	67997

TEACHING EXPERIENCE	LEVEL 2	1/7/11	1/7/12	1/7/13
1	50155	51033	51798	52834
2	52079	52990	53785	54861
3	53997	54942	55766	56881
4	55922	56901	57755	58910
5	57848	58860	59743	60938
6	59767	60813	61725	62960
7	61694	62774	63716	64990
8	63609	64722	65693	67007
9	65532	66679	67679	69033
10	67457	68637	69667	71060
11	69378	70592	71651	73084
12	71303	72551	73639	75112
13	73222	74503	75621	77133

TEACHING EXPERIENCE	LEVEL 3	1/7/11	1/7/12	1/7/13
1	52712	53634	54439	55528
2	54634	55590	56424	57552
3	56552	57542	58405	59573
4	58478	59501	60394	61602
5	60397	61454	62376	63624
6	62321	63412	64363	65650
7	64244	65368	66349	67676
8	66166	67324	68334	69701
9	68088	69280	70319	71725
10	70011	71236	72305	73751
11	71935	73194	74292	75778
12	73853	75145	76272	77797
13	75778	77104	78261	79826

TEACHING EXPERIENCE	LEVEL 4	1/7/11	1/7/12	1/7/13
1	55878	56856	57709	58863
2	57904	58917	59801	60997
3	59937	60986	61901	63139
4	61958	63042	63988	65268
5	63986	65106	66083	67405
6	66010	67165	68172	69535
7	68037	69228	70266	71671
8	70067	71293	72362	73809
9	72090	73352	74452	75941
10	74119	75416	76547	78078
11	76146	77479	78641	80214
12	78172	79540	80733	82348
13	80197	81600	82824	84480

ED-LAT SUB-GROUP PAY NOTES

1. Any service rendered by an employee on duties classified in the Education (ED) group shall be used in determining the employee's increment step on the LAT pay grids.
2. An employee is entitled to be paid at the rate of pay on the pay grid set forth in Appendix "A2" as determined by his or her education and experience.
3. **Changes in Rates of Pay**
 - (a) Except as provided in paragraphs (b), (c) and (d) below, in applying the new rates of pay an employee retains his or her step in the salary grid.
 - (b) An employee shall be entitled to be paid on a higher rate in the range of rates for the education level in which he or she is being paid on the date on which the employee attains the requisite experience.
 - (c) It is up to the employee to submit to the Employer the documents proving that he or she has higher educational qualifications than those of the education level in which he is being paid, within ninety (90) days following the date of issuance of the official transcript of such additional qualifications. The employee shall be granted retroactive pay, if he or she meets the requirements, either from the date of issuance of the official transcript of additional qualifications if it is submitted within ninety (90) days or from the date the official transcript was submitted to the Employer, in all other cases.
 - (d) It is the employee's responsibility to submit to the Employer within ninety (90) days following the date on which he or she enters the Public Service all documents, including certifications or equivalency certificates that will establish his or her rate of pay. No retroactive changes shall be made to his or her rate of pay after the prescribed ninety (90) day deadline.

- (e) It is up to the employee who acquired his or her degrees or teaching experience outside of Canada to cover the expenses for all documents related to the certifications or equivalency certificates required to establish his or her rate of pay.

4. Education Levels

For foreign-acquired degrees, the employee's level of education must be certified by an organization recognized by the Employer.

Education Level 1 (B.A.)

This level requires a Bachelor's or equivalent degree recognized by a Canadian university.

Education Level 2 (B.A. + 1)

- (a) This level requires an Honour's Bachelor's or equivalent degree recognized by a Canadian university.

or

- (b) A Bachelor's or equivalent degree recognized by a Canadian university plus one (1) further year of teacher education as defined in Note 6.

Education Level 3 (B.A. + 2)

- (a) This level requires an Honour's Bachelor's or equivalent degree recognized by a Canadian university, plus one (1) further year of teacher education as defined in Note 6.

or

- (b) A Bachelor's or equivalent degree recognized by a Canadian university plus two (2) further years of teacher education as defined in Note 6.

Education Level 4 (B.A. + 3)

- (a) This level requires an Honour's Bachelor's or equivalent degree, recognized by a Canadian university plus two (2) further years of teacher education as defined in Note 6.

or

- (b) A Bachelor's or equivalent degree recognized by a Canadian university plus three (3) further years of teacher education as defined in Note 6.

5. Experience

- (a) Within the pay range for each educational level, experience is recognized by the granting of one increment for each year of teaching experience prior to appointment. An employee with no experience will be appointed at the first (1st) rate in the range. For each year of experience after appointment, an employee will receive one additional increment provided that service has been satisfactory.

**

Credit for Previous Experience

- (b) A full year of experience prior to appointment will be allowed for any of the following:
 - (i) any full academic year at an establishment, recognized or accredited by a school board or provincial Department of Education, that is, eight (8) months (university teaching), ten (10) months (elementary and secondary school teaching) or eleven (11) to twelve (12) months (government teaching or a recognized commercial school);
 - (ii) any portion of an academic year of six (6) months or more;

**

- (iii) any portion of any academic year, in whole months, which is not already credited in sub-clause 5(b)(i), at an establishment recognized and accredited by a school board or provincial Department of Education, which totals 6 to 12 months;

- (iv) second language teaching at night school or on some other part-time basis in the amount of four hundred (400) hours at an establishment recognized and accredited by a school board or provincial Department of Education;
- (v) for teaching experience acquired abroad, the employee must provide an equivalency certificate from an establishment recognized or accredited by a school board or provincial Department of Education as defined in (i), (ii), (iii) and (iv);
- (vi) provided that, in all cases, no more than one (1) full year is credited during a twelve (12)-month calendar year.

6. **Miscellaneous**

Teacher Education, for the purposes of this pay plan, means education certified by an employer-recognized organization and shall consist of any one or combination of the following:

- (a) A year of study resulting in a recognized teaching certificate or diploma.

**

- (b) A year of university study, completion of which is officially certified by an educational establishment.

7. An employee appointed to a position in the Language-Teaching Sub-Group prior to November 22, 1988 will not have his or her Education Level lowered solely by the application of pay notes 4 and 6 to Annex "A2".

This provision will cease to apply to an employee when he or she leaves the Language Teaching Sub-Group.

ANNEX "A3"**EDUCATION SERVICES SUB-GROUP (ED-EDS)****ANNUAL RATES OF PAY**

(in dollars)

- A) Effective July 1st, 2011**
B) Effective July 1st, 2012
C) Effective July 1st, 2013

EDS 1

From:	\$	59891	63017	65281	67541	69803
To:	A	60939	64120	66423	68723	71025
	B	61853	65082	67419	69754	72090
	C	63090	66384	68767	71149	73532

EDS 2

From:	\$	71756	74007	76243
To:	A	73012	75302	77577
	B	74107	76432	78741
	C	75589	77961	80316

EDS 3

From:	\$	76580	78998	81405
To:	A	77920	80380	82830
	B	79089	81586	84072
	C	80671	83218	85753

EDS 4

From:	\$	82117	84602	87087
To:	A	83554	86083	88611
	B	84807	87374	89940
	C	86503	89121	91739

EDS 5

From:	\$	88512	91233	93924
To:	A	90061	92830	95568
	B	91412	94222	97002
	C	93240	96106	98942

**

ED-EDS SUB-GROUP PAY NOTES

PAY INCREMENT FOR FULL-TIME AND PART-TIME EMPLOYEES

1. The pay increment period for indeterminate employees at levels ED-EDS-1 to ED-EDS-5 is the anniversary date of such appointment. A pay increment shall be to the next rate in the scale of rates.
2. The pay increment period for term employees at levels ED-EDS-1 to ED-EDS-5 is fifty-two (52) weeks. A pay increment shall be to the next rate in the scale of rates.
3. An employee appointed to a term position shall receive an increment after having reached fifty-two (52) weeks of cumulative service. For the purpose of defining when a determinate employee will be entitled to go the next salary increment, “cumulative” means all service, whether continuous or discontinuous within the core public administration at the same occupational group and level.

ANNEX "A4"**LIBRARY SCIENCE GROUP
ANNUAL RATES OF PAY**

(in dollars)

- A) Effective July 1st, 2011**
B) Effective July 1st, 2012
C) Effective July 1st, 2013

LS-1

From:	\$	53456	55113	56770	58426	60080	61738
To:	A	54391	56077	57763	59448	61131	62818
	B	55207	56918	58629	60340	62048	63760
	C	56311	58056	59802	61547	63289	65035

From:	\$	63393	65049
To:	A	64502	66187
	B	65470	67180
	C	66779	68524

LS-2

From:	\$	59115	61062	63013	64958	67027
To:	A	60150	62131	64116	66095	68200
	B	61052	63063	65078	67086	69223
	C	62273	64324	66380	68428	70607

LS-3

From:	\$	69151	71374	73590	75813	78032
To:	A	70361	72623	74878	77140	79398
	B	71416	73712	76001	78297	80589
	C	72844	75186	77521	79863	82201

LS-4

From:	\$	71591	74175	76750	79335	81917	84497
To:	A	72844	75473	78093	80723	83351	85976
	B	73937	76605	79264	81934	84601	87266
	C	75416	78137	80849	83573	86293	89011

LS-5

From:	\$	86320	89144	91964	94786	97611	100434
To:	A	87831	90704	93573	96445	99319	102192
	B	89148	92065	94977	97892	100809	103725
	C	90931	93906	96877	99850	102825	105800

LS GROUP PAY NOTES

General

**

PAY INCREMENT FOR FULL-TIME AND PART-TIME EMPLOYEES

1. The pay increment period for indeterminate employees at levels LS-1 to LS-5 is the anniversary date of such appointment. A pay increment shall be to the next rate in the scale of rates.
2. The pay increment period for term employees at levels LS-1 to LS-5 is fifty-two (52) weeks. A pay increment shall be to the next rate in the scale of rates.
3. An employee appointed to a term position shall receive an increment after having reached fifty-two (52) weeks of cumulative service. For the purpose of defining when a determinate employee will be entitled to go the next salary increment, "cumulative" means all service, whether continuous or discontinuous within the core public administration at the same occupational group and level.
4. For the purpose of administering General Pay Note 1 above, the pay increment date for an employee, appointed on or after November 27, 1980, to a position in the bargaining unit upon promotion, demotion, or from outside the public service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to November 27, 1980 remains unchanged.

ANNEX "A5"

EDUCATIONAL SUPPORT GROUP (EU)
ANNUAL RATES OF PAY
(in dollars)

- A) **Effective July 1st, 2011**
B) **Effective July 1st, 2012**
C) **Effective July 1st, 2013**

SUBGROUP: TEACHER'S AIDE
(10 MONTH PAY PLAN)

REGION: MARITIMES

From:	\$	30696	31982	33256	34536	35827
To:	A	31233	32542	33838	35140	36454
	B	31701	33030	34346	35667	37001
	C	32335	33691	35033	36380	37741

From:	\$	37106	38378
To:	A	37755	39050
	B	38321	39636
	C	39087	40429

REGION: QUEBEC

From:	\$	34214	35414	36612	37810	39002
To:	A	34813	36034	37253	38472	39685
	B	35335	36575	37812	39049	40280
	C	36042	37307	38568	39830	41086

From:	\$	40211	41409
To:	A	40915	42134
	B	41529	42766
	C	42360	43621

REGION: ONTARIO

From:	\$	31934	33224	34526	35824	37125
To:	A	32493	33805	35130	36451	37775
	B	32980	34312	35657	36998	38342
	C	33640	34998	36370	37738	39109

From:	\$	38417	39721
To:	A	39089	40416
	B	39675	41022
	C	40469	41842

REGION: MANITOBA

From:	\$	32186	33311	34442	35560	36679
To:	A	32749	33894	35045	36182	37321
	B	33240	34402	35571	36725	37881
	C	33905	35090	36282	37460	38639

From:	\$	37815	38938
To:	A	38477	39619
	B	39054	40213
	C	39835	41017

REGION: SASKATCHEWAN

From:	\$	31973	33260	34548	35833	37120
To:	A	32533	33842	35153	36460	37770
	B	33021	34350	35680	37007	38337
	C	33681	35037	36394	37747	39104

From:	\$	38408	39684
To:	A	39080	40378
	B	39666	40984
	C	40459	41804

REGION: ALBERTA

From:	\$	32372	33716	35058	36405	37758
To:	A	32939	34306	35672	37042	38419
	B	33433	34821	36207	37598	38995
	C	34102	35517	36931	38350	39775

From:	\$	39098	40445
To:	A	39782	41153
	B	40379	41770
	C	41187	42605

REGION: BRITISH COLUMBIA

From:	\$	31822	33176	34549	35923	37285
To:	A	32379	33757	35154	36552	37937
	B	32865	34263	35681	37100	38506
	C	33522	34948	36395	37842	39276

From:	\$	38654	40019
To:	A	39330	40719
	B	39920	41330
	C	40718	42157

EDUCATIONAL SUPPORT GROUP (EU)**ANNUAL RATES OF PAY**

(in dollars)

- A) Effective July 1st, 2011
 B) Effective July 1st, 2012
 C) Effective July 1st, 2013

SUBGROUP: LANGUAGE INSTRUCTOR**LAI-1**

From:	\$	53185	54360	55526	56682	57845
To:	A	54116	55311	56498	57674	58857
	B	54928	56141	57345	58539	59740
	C	56027	57264	58492	59710	60935

From:	\$	59015	60172
To:	A	60048	61225
	B	60949	62143
	C	62168	63386

SUBGROUP: PHYSICAL EDUCATION**PEI-1**

From:	\$	39660	40835	41997	43155	44320
To:	A	40354	41550	42732	43910	45096
	B	40959	42173	43373	44569	45772
	C	41778	43016	44240	45460	46687

From:	\$	45487	46647
To:	A	46283	47463
	B	46977	48175
	C	47917	49139

PEI-2

From:	\$	67409	68891	70380	71874	73363
To:	A	68589	70097	71612	73132	74647
	B	69618	71148	72686	74229	75767
	C	71010	72571	74140	75714	77282
From:	\$	74846				
To:	A	76156				
	B	77298				
	C	78844				

EU GROUP PAY NOTES

Language Instructor and Physical Education

**

PAY INCREMENT FOR FULL-TIME AND PART-TIME EMPLOYEES

1. The pay increment period for indeterminate employees is the anniversary date of such appointment. A pay increment shall be to the next rate in the scale of rates.
2. The pay increment period for term employees is fifty-two (52) weeks. A pay increment shall be to the next rate in the scale of rates.
3. An employee appointed to a term position shall receive an increment after having reached fifty-two (52) weeks of cumulative service. For the purpose of defining when a determinate employee will be entitled to go the next salary increment, "cumulative" means all service, whether continuous or discontinuous within the core public administration at the same occupational group and level.

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 Department of Indian and Northern Affairs on a bi-monthly basis, with one (1) pay cheque in July and August.
6. An employee in the Department of Indian and Northern Affairs 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.

7. **Changes in Rates of Pay after Appointment**
 - (a) After appointment, an employee on a school year will be granted annual increments on the commencement of the following school year provided the employee has received pay for at least six months since the last increment or since appointment.
 - (b) Subject to satisfactory performance of duties, an employee on a twelve (12) month work year will be granted annual increments on the anniversary date of the employee's most recent appointment.
8. No employee will receive a rate of pay lower than the rate of pay he or she was receiving when, by mutual agreement, the employee is transferred from one region to another during the school year. The higher rate of pay will be paid for the remainder of that school year only. Should the rate of pay in the new region be higher, the higher rate will apply.
9. The salary to be paid to employees in the Teacher Aides Sub-group shall be the rate in the scale for the appropriate region.

APPENDIX B

WORKFORCE ADJUSTMENT

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General

Application

This Appendix applies to all employees. Unless explicitly specified, the provisions contained in Parts I to VI do not apply to alternative delivery initiatives.

Collective Agreement

With the exception of those provisions for which the Public Service Commission (PSC) is responsible, this Appendix is part of this Agreement.

Notwithstanding the Job Security Article, in the event of conflict between the present Workforce Adjustment Appendix and that Article, the present Workforce Adjustment Appendix will take precedence.

Objectives

It is the policy of the Employer to maximize employment opportunities for indeterminate employees affected by workforce adjustment situations, primarily through ensuring that, wherever possible, alternative employment opportunities are provided to them. This should not be construed as the continuation of a specific position or job but rather as continued employment.

To this end, every indeterminate employee whose services will no longer be required because of a workforce adjustment situation and for whom the deputy head knows or can predict that employment will be available will receive a guarantee of a reasonable job offer within the Core Public Administration. Those employees for whom the deputy head cannot provide the guarantee will have access to transitional employment arrangements (as per Parts VI and VII).

Definitions

Accelerated lay-off (*mise en disponibilité accélérée*)—occurs when a surplus employee makes a request to the deputy head, in writing, to be laid off at an earlier date than that originally scheduled, and the deputy head concurs. Lay-off entitlements begin on the actual date of lay-off.

Affected employee (*employé-e touché*)—is an indeterminate employee who has been informed in writing that his or her services may no longer be required because of a workforce adjustment situation.

Alternation (*échange de postes*)—occurs when an opting employee (not a surplus employee) who wishes to remain in the Core Public Administration exchanges positions with a non-affected employee (the alternate) willing to leave the Core Public Administration with a transition support measure or with an education allowance.

Alternative delivery initiative (*diversification des modes de prestation des services*)—is the transfer of any work, undertaking or business of the Core Public Administration to any body or corporation that is a separate agency or that is outside the Core Public Administration.

Appointing department or organization (*ministère ou organisation d'accueil*)—is a department or organization which has agreed to appoint or consider for appointment (either immediately or after retraining) a surplus or a laid-off person.

Core Public Administration (*Administration publique centrale*)—means that part of the public service in or under any department or organization, or other portion of the federal public administration specified in Schedules I and IV to the *Financial Administration Act* (FAA) for which the PSC has the sole authority to appoint.

Deputy head (*administrateur général*)—has the same meaning as in the definition of “deputy head” set out in section 2 of the *Public Service Employment Act*, and also means his or her official designate.

Education allowance (*indemnité d'études*)—is one of the options provided to an indeterminate employee affected by normal workforce adjustment for whom the deputy head cannot guarantee a reasonable job offer. The education allowance is a cash payment equivalent to the transition support measure (see Annex B), plus a reimbursement of tuition from a recognized learning institution and book and mandatory equipment costs, up to a maximum of ten thousand dollars (\$10000).

Guarantee of a reasonable job offer (*garantie d'une offre d'emploi raisonnable*)—is a guarantee of an offer of indeterminate employment within the Core Public Administration provided by the deputy head to an indeterminate employee who is affected by workforce adjustment. Deputy heads will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict that employment will be available in the Core Public Administration. Surplus employees in receipt of this guarantee will not have access to the options available in Part VI of this Appendix.

Home department or organization (*ministère ou organisation d'attache*)—is a department or organization declaring an individual employee surplus.

Laid-off person (*personne mise en disponibilité*)—is a person who has been laid off pursuant to subsection 64(1) of the PSEA and who still retains an appointment priority under subsection 41(4) and section 64 of the PSEA.

Lay-off notice (*avis de mise en disponibilité*)—is a written notice of lay-off to be given to a surplus employee at least one (1) month before the scheduled lay-off date. This period is included in the surplus period.

Lay-off priority (*priorité de mise en disponibilité*)—a person who has been laid off is entitled to a priority, in accordance with subsection 41(5) of the PSEA with respect to any position to which the PSC is satisfied that the person meets the essential qualifications; the period of entitlement to this priority is one (1) year as set out in Section 11 of the PSER.

Opting employee (*employé-e optant*)—is an indeterminate employee whose services will no longer be required because of a workforce adjustment situation, who has not received a guarantee of a reasonable job offer from the deputy head and who has one hundred and twenty (120) days to consider the options in section 6.3 of this Appendix.

Organization (*organisation*)—Any Board, Agency, Commission or other body, specified in Schedules I and IV of the *Financial Administration Act (FAA)*, that is not a department.

Pay (*rémunération*)—has the same meaning as “rate of pay” in this Agreement.

Priority Information Management System (*système de gestion de l'information sur les priorités*)—is a system designed by the PSC to facilitate appointments of individuals entitled to statutory and regulatory priorities.

Reasonable job offer (*offre d'emploi raisonnable*)—is an offer of indeterminate employment within the Core Public Administration, normally at an equivalent level, but which could include lower levels. Surplus employees must be both trainable and mobile. Where practicable, a reasonable job offer shall be within the employee's headquarters as defined in the *Travel Directive*. In alternative delivery situations, a reasonable offer is one that meets the criteria set out under Type 1 and Type 2 in Part VII of this Appendix. A reasonable job offer is also an offer from a FAA Schedule V employer, providing that:

- (a) The appointment is at a rate of pay and an attainable salary maximum not less than the employee's current salary and attainable maximum that would be in effect on the date of offer.
- (b) It is a seamless transfer of all employee benefits including a recognition of years of service for the definition of continuous employment and accrual of benefits, including the transfer of sick leave credits, severance pay and accumulated vacation leave credits.

Reinstatement priority (*priorité de réintégration*)—is an entitlement provided to surplus employees and laid-off persons who are appointed or deployed to a position in the federal public administration at a lower level. As per section 10 of the PSER, the entitlement lasts for one (1) year.

Relocation (*réinstallation*)—is the authorized geographic move of a surplus employee or laid-off person from one place of duty to another place of duty located beyond what, according to local custom, is a normal commuting distance.

Relocation of work unit (*réinstallation d'une unité de travail*)—is the authorized move of a work unit of any size to a place of duty located beyond what, according to local custom, is normal commuting distance from the former work location and from the employee's current residence.

Retraining (*recyclage*)—is on-the-job training or other training intended to enable affected employees, surplus employees and laid-off persons to qualify for known or anticipated vacancies within the Core Public Administration.

Surplus employee (*employé-e excédentaire*)—is an indeterminate employee who has been formally declared surplus, in writing, by his or her deputy head.

Surplus priority (*priorité d'employé-e excédentaire*)—is an entitlement for a priority in appointment accorded in accordance with section 5 of the PSER and pursuant to section 40 of the PSEA; this entitlement is provided to surplus employees to be appointed in priority to another position in the federal public administration for which they meet the essential requirements.

Surplus status (*statut d'employé-e excédentaire*)—An indeterminate employee has surplus status from the date he or she is declared surplus until the date of lay-off, until he or she is indeterminately appointed to another position, until his or her surplus status is rescinded, or until the person resigns.

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 payment based on the employee's years of continuous employment, as per Annex B.

Twelve (12) month surplus priority period in which to secure a reasonable job offer (*priorité d'employé-e excédentaire d'une durée de douze (12) mois pour trouver une offre d'emploi raisonnable*)—is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer.

Workforce adjustment (*réaménagement des effectifs*)—is a situation that occurs when a deputy head decides that the services of one or more indeterminate employees will no longer be required beyond a specified date because of a lack of work, the discontinuance of a function, a relocation in which the employee does not wish to participate or an alternative delivery initiative.

Authorities

The PSC has endorsed those portions of this Appendix for which it has responsibility.

Monitoring

Departments or organizations shall retain central information on all cases occurring under this Appendix, including the reasons for the action; the number, occupational groups and levels of employees concerned; the dates of notice given; the number of employees placed without retraining; the number of employees retrained (including number of salary months used in such training); the levels of positions to which employees are appointed and the cost of any salary protection; and the number, types and amounts of lump sums paid to employees.

This information will be used by the Treasury Board Secretariat to carry out its periodic audits.

References

The primary references for the subject of workforce adjustment are as follows:

Canada Labour Code, Part I

Financial Administration Act

Pay Rate Selection (Treasury Board Homepage, Organization, Human Resource Management, Compensation and Pay Administration). http://publiservice.tbs-sct.gc.ca/hr-rh/cpa-rap/index_e.asp

Values and Ethics Code for the Public Service, Chapter 3: Post-Employment Measures. http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TB_851/vec-cve1_e.asp#_Toc46202811

Employer regulation on promotion may be found at: http://publiservice.hrma-agrh.gc.ca/hrmm-mgrh/hrmm/policies-politiques/resourcing/definition_e.asp#official

Policy on Termination of Employment in Alternative Delivery Situations (Treasury Board Manual, Human Resources volume, Chapter 1-13)

Public Service Employment Act

Public Service Employment Regulations

Public Service Labour Relations Act

Public Service Superannuation Act

*NJC Integrated Relocation Directive**Travel Directive***Enquiries**

Enquiries about this Appendix should be referred to the Alliance or to the responsible officers in departmental or organizational headquarters.

Responsible officers in departmental or organizational headquarters may, in turn, direct questions regarding the application of this Appendix to the Senior Director, Excluded Groups and Administrative Policies, Labour Relations and Compensation Operations, Treasury Board Secretariat.

Enquiries by employees pertaining to entitlements to a priority in appointment or to their status in relation to the priority appointment process should be directed to their departmental or organizational human resource advisors or to the Priority Advisor of the PSC responsible for their case.

Part I**Roles and responsibilities****1.1 Departments or Organizations**

1.1.1 Since indeterminate employees who are affected by workforce adjustment situations are not themselves responsible for such situations, it is the responsibility of departments or organizations to ensure that they are treated equitably and, whenever possible, given every reasonable opportunity to continue their careers as public service employees.

1.1.2 Departments or organizations shall carry out effective human resource planning to minimize the impact of workforce adjustment situations on indeterminate employees, on the department or organization, and on the public service.

1.1.3 Departments or organizations shall establish workforce adjustment committees, where appropriate, to manage the workforce adjustment situations within the department or organization.

1.1.4 Departments or organizations shall, as the home department or organization, cooperate with the PSC and appointing departments or organizations in joint efforts to redeploy departmental or organizational surplus employees and laid-off persons.

1.1.5 Departments or organizations shall establish systems to facilitate redeployment or retraining of their affected employees, surplus employees, and laid-off persons.

1.1.6 When a deputy head determines that the services of an employee are no longer required beyond a specified date due to lack of work or discontinuance of a function, the deputy head shall advise the employee, in writing, that his or her services will no longer be required.

Such a communication shall also indicate if the employee:

(a) is being provided with a guarantee from the deputy head that a reasonable job offer will be forthcoming and that the employee will have surplus status from that date on;

or

(b) is an opting employee and has access to the options set out in section 6.3 of this Appendix because the employee is not in receipt of a guarantee of a reasonable job offer from the deputy head.

Where applicable, the communication should also provide the information relative to the employee's possible lay-off date.

1.1.7 Deputy heads will be expected to provide a guarantee of a reasonable job offer for those employees subject to workforce adjustment for whom they know or can predict that employment will be available in the Core Public Administration.

1.1.8 Where a deputy head cannot provide a guarantee of a reasonable job offer, the deputy head will provide one hundred and twenty (120) days to consider the three options outlined in Part VI of this Appendix to all opting employees before a decision is required of them. If the employee fails to select an option, the employee will be deemed to have selected Option (a), twelve (12) month surplus priority period in which to secure a reasonable job offer.

1.1.9 The deputy head shall make a determination to provide either a guarantee of a reasonable job offer or access to the options set out in section 6.3 of this Appendix upon request by any indeterminate affected employee who can demonstrate that his or her duties have already ceased to exist.

1.1.10 Departments or organizations shall send written notice to the PSC of an employee's surplus status, and shall send to the PSC such details, forms, resumes, and other material as the PSC may from time to time prescribe as necessary for it to discharge its function.

1.1.11 Departments or organizations shall advise and consult with the Alliance representatives as completely as possible regarding any workforce adjustment situation as soon as possible after the decision has been made and throughout the process and will make available to the Alliance the name and work location of affected employees.

1.1.12 The home department or organization shall provide the PSC with a statement that it would be prepared to appoint the surplus employee to a suitable position in the department or organization commensurate with his or her qualifications if such a position were available.

1.1.13 Departments or organizations shall provide the employee with the official notification that he or she has become subject to a workforce adjustment and shall remind the employee that Appendix D, Workforce Adjustment, of this Agreement applies.

1.1.14 Deputy heads shall apply this Appendix so as to keep actual involuntary lay-offs to a minimum, and a lay-off shall normally occur only when an individual has refused a reasonable job offer, is not mobile, cannot be retrained within two (2) years, or is laid off at his or her own request.

1.1.15 Departments or organizations are responsible for counselling and advising their affected employees on their opportunities for finding continuing employment in the public service.

1.1.16 Appointment of surplus employees to alternative positions with or without retraining shall normally be at a level equivalent to that previously held by the employee, but this does not preclude appointment to a lower level. Departments or organizations shall avoid appointment to a lower level except where all other avenues have been exhausted.

1.1.17 Home departments or organizations shall appoint as many of their own surplus employees or laid-off persons as possible or identify alternative positions (both actual and anticipated) for which individuals can be retrained.

1.1.18 Home departments or organizations shall relocate surplus employees and laid-off individuals, if necessary.

1.1.19 Relocation of surplus employees or laid-off persons shall be undertaken when the individuals indicate that they are willing to relocate and relocation will enable their redeployment or reappointment, provided that:

- (a) there are no available priority persons, or priority persons with a higher priority, qualified and interested in the position being filled;

or

- (b) there are no available local surplus employees or laid-off persons who are interested and who could qualify with retraining.

1.1.20 The cost of travelling to interviews for possible appointments and of relocation to the new location shall be borne by the employee's home department or organization. Such cost shall be consistent with the *Travel Directive* and *NJC Integrated Relocation Directive*.

1.1.21 For the purposes of the *NJC Integrated Relocation Directive*, surplus employees and laid-off persons who relocate under this Appendix shall be deemed to be employees on employer-requested relocations. The general rule on minimum distances for relocation applies.

1.1.22 For the purposes of the *Travel Directive*, a laid-off persons travelling to interviews for possible reappointment to the Core Public Administration are deemed to be a "traveller" as defined in the *Travel Directive*.

1.1.23 For the surplus and/or lay-off priority periods, home departments or organizations shall pay the salary, salary protection and/or termination costs as well as other authorized costs such as tuition, travel, relocation and retraining for surplus employees and laid-off persons, as provided for in this Agreement and the various directives unless the appointing department or organization is willing to absorb these costs in whole or in part.

1.1.24 Where a surplus employee is appointed by another department or organization to a term position, the home department or organization is responsible for the costs above for one (1) year from the date of such appointment, unless the home department or organization agree to a longer period, after which the appointing department or organization becomes the new home department or organization consistent with PSC authorities.

1.1.25 Departments or organizations shall protect the indeterminate status and surplus priority of a surplus indeterminate employee appointed to a term position under this Appendix.

1.1.26 Departments or organizations shall inform the PSC in a timely fashion, and in a method directed by the PSC, of the results of all referrals made to them under this Appendix.

1.1.27 Departments or organizations shall review the use of private temporary agency personnel, consultants, contractors, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, departments or organizations shall refrain from re-engaging such temporary agency personnel, consultants or contractors or renewing the employment of such employees referred to above where this will facilitate the appointment of surplus employees or laid-off persons.

1.1.28 Nothing in the foregoing shall restrict the Employer's right to engage or appoint persons to meet short-term, non-recurring requirements. Surplus and laid-off persons shall be given priority even for these short-term work opportunities.

1.1.29 Departments or organizations may lay off an employee at a date earlier than originally scheduled when the surplus employee so requests in writing.

1.1.30 Departments or organizations acting as appointing departments or organizations shall cooperate with the PSC and other departments or organizations in accepting, to the extent possible, affected, surplus and laid-off persons from other departments or organizations for appointment or retraining.

1.1.31 Departments or organizations shall provide surplus employees with a lay-off notice at least one (1) month before the proposed lay-off date if appointment efforts have been unsuccessful.

1.1.32 When a surplus employee refuses a reasonable job offer, he or she shall be subject to lay-off one (1) month after the refusal, but not before six (6) months have elapsed since the surplus declaration date. The provisions of Annex C of this Appendix shall continue to apply.

1.1.33 Departments or organizations are to presume that each employee wishes to be redeployed unless the employee indicates the contrary in writing.

1.1.34 Departments or organizations shall inform and counsel affected and surplus employees as early and as completely as possible and, in addition, shall assign a counsellor to each opting and surplus employee and laid-off person, to work with him or her throughout the process. Such counselling is to include explanations and assistance concerning:

- (a) the workforce adjustment situation and its effect on that individual;
- (b) the Workforce Adjustment Appendix;
- (c) the PSC's Priority Information Management System and how it works from the employee's perspective;
- (d) preparation of a curriculum vitae or resumé;
- (e) the employee's rights and obligations;
- (f) the employee's current situation (e.g. pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
- (g) alternatives that might be available to the employee (alternation, appointment, relocation, retraining, lower-level employment, term employment, retirement including the possibility of waiver of penalty if entitled to an annual allowance, transition support measure, education allowance, pay in lieu of unfulfilled surplus period, resignation, accelerated lay-off);
- (h) the likelihood that the employee will be successfully appointed;
- (i) the meaning of a guarantee of a reasonable job offer, a twelve (12) month surplus priority period in which to secure a reasonable job offer, a transition support measure and an education allowance;

- (j) the Human Resources Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);
 - (k) preparation for interviews with prospective employers;
 - (l) feedback when an employee is not offered a position for which he or she was referred;
 - (m) repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;
- and
- (n) advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity.

1.1.35 The home departments or organizations shall ensure that, when it is required to facilitate appointment, a retraining plan is prepared and agreed to in writing by it, the employee and the appointing department or organization.

1.1.36 Severance pay and other benefits flowing from other clauses in this Agreement are separate from and in addition to those in this Appendix.

1.1.37 Any surplus employee who resigns under this Appendix shall be deemed, for purposes of severance pay and retroactive remuneration, to be involuntarily laid off as of the day on which the deputy head accepts in writing the employee's resignation.

1.1.38 The department or organization will review the status of each affected employee annually, or earlier, from the date of initial notification of affected status and determine whether the employee will remain on affected status or not.

1.1.39 The department or organization will notify the affected employee' in writing, within five (5) working days of the decision pursuant to subsection 1.1.38.

1.2 Treasury Board Secretariat

1.2.1 It is the responsibility of the Treasury Board Secretariat to:

- (a) investigate and seek to resolve situations referred by the PSC or other parties;

- (b) consider departmental or organizational requests for retraining resources.
and
- (c) ensure that departments or organizations are provided to the extent possible with information on occupations for which there are skill shortages.

1.3 Public Service Commission

1.3.1 Within the context of work force adjustment, and the Public Service Commission's (PSC) governing legislation, it is the responsibility of the PSC to:

- (a) ensure that priority entitlements are respected;
- (b) ensure that a means exists for priority persons to be assessed against vacant positions and appointed if found qualified against the essential qualifications of the position; and
- (c) ensure that priority persons are provided with information on their priority entitlements.

1.3.2 The PSC will, in accordance with the *Privacy Act*:

- (a) provide the Treasury Board Secretariat with information related to the administration of priority entitlements which may reflect on departments' or organizations' level of compliance with this directive, and;
- (b) provide information to the bargaining agents on the numbers and status of their members in the Priority Information Management System, as well as information on the overall system.

1.3.3 The PSC's roles and responsibilities flow from its governing legislation, not the collective agreement. As such, any changes made to these roles/responsibilities must be agreed upon by the Commission. For greater detail on the PSC's role in administering surplus and lay-off priority entitlements, refer to Annex C of this Appendix.

1.4 Employees

1.4.1 Employees have the right to be represented by the Alliance in the application of this Appendix.

1.4.2 Employees who are directly affected by workforce adjustment situations and who receive a guarantee of a reasonable job offer or opt, or are deemed to have opted, for Option (a) of Part VI of this Appendix are responsible for:

- (a) actively seeking alternative employment in cooperation with their departments or organizations and the PSC, unless they have advised the department or organization and the PSC, in writing, that they are not available for appointment;
- (b) seeking information about their entitlements and obligations;
- (c) providing timely information (including curricula vitae or resumé) to the home department or organization and to the PSC to assist them in their appointment activities;
- (d) ensuring that they can be easily contacted by the PSC and appointing departments or organizations, and attending appointments related to referrals;
- (e) seriously considering job opportunities presented to them (referrals within the home department or organization, referrals from the PSC, and job offers made by departments or organizations), including retraining and relocation possibilities, specified period appointments and lower-level appointments.

1.4.3 Opting employees are responsible for:

- (a) considering the options in Part VI of this Appendix;
- (b) communicating their choice of options, in writing, to their manager no later than one hundred and twenty (120) days after being declared opting.

Part II

Official notification

2.1 Department or Organization

2.1.1 As already mentioned in 1.1.11, departments or organizations shall advise and consult with the bargaining agent representatives as completely as possible regarding any workforce adjustment situation as soon as possible after the

decision has been made and throughout the process, and will make available to the bargaining agent the name and work location of affected employees.

2.1.2 In any workforce adjustment situation which is likely to involve ten (10) or more indeterminate employees covered by this Appendix, the department or organizations concerned shall notify the Treasury Board Secretariat, in confidence, at the earliest possible date and under no circumstances less than four (4) working days before the situation is announced.

2.1.3 Prior to notifying any potentially affected employee, departments or organizations shall also notify the Chief Executive Officer of the Alliance. Such notification is to be in writing, in confidence and at the earliest possible date and under no circumstances less than two (2) working days before any employee is notified of the workforce adjustment situation.

2.1.4 Such notification will include the identity and location of the work unit(s) involved, the expected date of the announcement, the anticipated timing of the workforce adjustment situation and the number, group and level of the employees who are likely to be affected by the decision.

Part III

Relocation of a work unit

3.1 General

3.1.1 In cases where a work unit is to be relocated, departments or organizations shall provide all employees whose positions are to be relocated with the opportunity to choose whether they wish to move with the position or be treated as if they were subject to a workforce adjustment situation.

3.1.2 Following written notification, employees must indicate, within a period of six (6) months, their intention to move. If the employee's intention is not to move with the relocated position, the deputy head can provide the employee with either a guarantee of a reasonable job offer or access to the options set out in section 6.3 of this Appendix.

3.1.3 Employees relocating with their work units shall be treated in accordance with the provisions of 1.1.18 to 1.1.22.

3.1.4 Although departments or organizations will endeavour to respect employee location preferences, nothing precludes the department or organization from offering a relocated position to an employee in receipt of a guarantee of a reasonable job offer from his or her deputy head, after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area.

3.1.5 Employees who are not in receipt of a guarantee of a reasonable job offer shall become opting employees and have access to the options in Part VI of this Appendix.

Part IV Retraining

4.1 General

4.1.1 To facilitate the redeployment of affected employees, surplus employees and laid-off persons, departments or organizations shall make every reasonable effort to retrain such persons for:

- (a) existing vacancies;
- or
- (b) anticipated vacancies identified by management.

4.1.2 It is the responsibility of the employee, home department or organization and appointing department or organization to identify retraining opportunities pursuant to subsection 4.1.1.

4.1.3 When a retraining opportunity has been identified, the deputy head of the home department or organization shall approve up to two (2) years of retraining.

4.2 Surplus Employees

4.2.1 A surplus employee is eligible for retraining, provided that:

(a) retraining is needed to facilitate the appointment of the individual to a specific vacant position or will enable the individual to qualify for anticipated vacancies in occupations or locations where there is a shortage of qualified candidates;

and

(b) there are no other available priority persons who qualify for the position.

4.2.2 The home department or organization is responsible for ensuring that an appropriate retraining plan is prepared and is agreed to in writing by the employee and the delegated officers of the home and appointing departments or organization. The home department or organization is responsible for informing the employee in a timely fashion if a retraining proposal submitted by the employee is not approved. Upon request of the employee, feedback regarding the decision will be provided in writing.

4.2.3 Once a retraining plan has been initiated, its continuation and completion are subject to satisfactory performance by the employee.

4.2.4 While on retraining, a surplus employee continues to be employed by the home department or organization and is entitled to be paid in accordance with his or her current appointment unless the appointing department or organization is willing to appoint the employee indeterminately, on condition of successful completion of retraining, in which case the retraining plan shall be included in the letter of offer.

4.2.5 When a retraining plan has been approved and the surplus employee continues to be employed by the home department or organization, the proposed lay-off date shall be extended to the end of the retraining period, subject to 4.2.3.

4.2.6 An employee unsuccessful in retraining may be laid off at the end of the surplus period if the Employer has been unsuccessful in making the employee a reasonable job offer.

4.2.7 In addition to all other rights and benefits granted pursuant to this section, an employee who is guaranteed a reasonable job offer is also guaranteed, subject to the employee's willingness to relocate, training to prepare the surplus employee for appointment to a position pursuant to 4.1.1, such training to continue for one (1) year or until the date of appointment to another position, whichever comes first. Appointment to this position is subject to successful completion of the training.

4.3 Laid-off Persons

4.3.1 A laid-off person shall be eligible for retraining, provided that:

- (a) retraining is needed to facilitate the appointment of the individual to a specific vacant position;
 - (b) the individual meets the minimum requirements set out in the relevant selection standard for appointment to the group concerned;
 - (c) there are no other available persons with priority who qualify for the position;
- and
- (d) the appointing department or organization cannot justify a decision not to retrain the individual.

4.3.2 When an individual is offered an appointment conditional on successful completion of retraining, a retraining plan shall be included in the letter of offer. If the individual accepts the conditional offer, he or she will be appointed on an indeterminate basis to the full level of the position after having successfully completed training and being assessed as qualified for the position. When an individual accepts an appointment to a position with a lower maximum rate of pay than the position from which he or she was laid off, the employee will be salary-protected in accordance with Part V.

Part V

Salary protection

5.1 Lower-Level Position

5.1.1 Surplus employees and laid-off persons appointed to a lower-level position under this Appendix shall have their salary and pay equity equalization payments, if any, protected in accordance with the salary protection provisions of this Agreement or, in the absence of such provisions, the appropriate provisions of the *Regulations Respecting Pay on Reclassification or Conversion*.

5.1.2 Employees whose salary is protected pursuant to 5.1.1 will continue to benefit from salary protection until such time as they are appointed or deployed into a position with a maximum rate of pay that is equal to or higher than the maximum rate of pay of the position from which they were declared surplus or laid off.

Part VI

Options for employees

6.1 General

6.1.1 Deputy heads will be expected to provide a guarantee of a reasonable job offer for those affected employees for whom they know or can predict that employment will be available. A deputy head who cannot provide such a guarantee shall provide his or her reasons in writing, if so requested by the employee. Employees in receipt of this guarantee will not have access to the choice of options below.

6.1.2 Employees who are not in receipt of a guarantee of a reasonable job offer from their deputy head have one hundred and twenty (120) days to consider the three options below before a decision is required of them.

6.1.3 The opting employee must choose, in writing, one (1) of the three (3) options of section 6.3 of this Appendix within the one hundred and twenty (120) day window. The employee cannot change options once he or she has made a written choice.

6.1.4 If the employee fails to select an option, the employee will be deemed to have selected Option (a), twelve (12) month surplus priority period in which to secure a reasonable job offer, at the end of the one hundred and twenty (120) day window.

6.1.5 If a reasonable job offer which does not require relocation is made at any time during the one hundred and twenty (120) day opting period and prior to the written acceptance of the transition support measure (TSM) or education allowance option, the employee is ineligible for the TSM, the pay in lieu of unfulfilled surplus period or the education allowance.

6.2 Alternation

6.2.1 All departments or organizations must participate in the alternation process.

6.2.2 An alternation occurs when an opting employee who wishes to remain in the Core Public Administration exchanges positions with a non-affected employee (the alternate) willing to leave the Core Public Administration under the terms of Part VI of this Appendix.

6.2.3 Only an opting employee, not a surplus one, may alternate into an indeterminate position that remains in the Core Public Administration.

6.2.4 An indeterminate employee wishing to leave the Core Public Administration may express an interest in alternating with an opting employee. Management will decide, however, whether a proposed alternation is likely to result in retention of the skills required to meet the ongoing needs of the position and the Core Public Administration.

6.2.5 An alternation must permanently eliminate a function or a position.

6.2.6 The opting employee moving into the unaffected position must meet the requirements of the position, including language requirements. The alternate moving into the opting position must meet the requirements of the position except if the alternate will not be performing the duties of the position and the alternate will be struck off strength within five (5) days of the alternation.

6.2.7 An alternation should normally occur between employees at the same group and level. When the two (2) positions are not in the same group and at the same level, alternation can still occur when the positions can be considered equivalent. They are considered equivalent when the maximum rate of pay for the higher paid position is no more than six-per-cent (6%) higher than the maximum rate of pay for the lower-paid position.

6.2.8 An alternation must occur on a given date, that is, the two (2) employees must directly exchange positions on the same day. There is no provision in alternation for a “domino” effect or for “future considerations.”

6.3 Options

6.3.1 Only opting employees who are not in receipt of the guarantee of a reasonable job offer from the deputy head will have access to the choice of options below:

- (a)
 - (i) Twelve (12) month surplus priority period in which to secure a reasonable job offer. It is time-limited. Should a reasonable job offer not be made within a period of twelve (12) months, the employee will be laid off in accordance with the *Public Service Employment Act*. Employees who choose or are deemed to have chosen this option are surplus employees.
 - (ii) At the request of the employee, this twelve (12) month surplus priority period shall be extended by the unused portion of the one hundred and twenty (120) day opting period referred to in 6.1.2 which remains once the employee has selected in writing Option (a).
 - (iii) When a surplus employee who has chosen or is deemed to have chosen Option (a) offers to resign before the end of the twelve (12) month surplus priority period, the deputy head may authorize a lump-sum payment equal to the surplus employee’s regular pay for the balance of the surplus period, up to a maximum of six (6) months. The amount of the lump-sum payment for the pay in lieu cannot exceed the maximum of what he or she would have received had he or she chosen Option (b), the transition support measure.

- (iv) Departments or organizations will make every reasonable effort to market a surplus employee within the employee's surplus period within his or her preferred area of mobility.

or

- (b) Transition support measure (TSM) is a cash 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.

or

- (c) Education allowance is a transition support measure (see Option (b) above) plus an amount of not more than ten thousand dollars (\$10,000) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and mandatory equipment. Employees choosing Option (c) could either:
 - (i) resign from the Core Public Administration but be considered to be laid off for severance pay purposes on the date of their departure;

or

 - (ii) delay their departure date and go on leave without pay for a maximum period of two (2) years while attending the learning institution. The TSM shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2)-year period. During this period, employees could continue to be public service benefit plan members and contribute both employer and employee shares to the benefits plans and the *Public Service Superannuation Plan*. At the end of the two (2)-year leave without pay period, unless the employee has found alternative employment in the Core Public Administration, the employee will be laid off in accordance with the *Public Service Employment Act*.

6.3.2 Management will establish the departure date of opting employees who choose Option (b) or Option (c) above.

- 6.3.3** The TSM, pay in lieu of unfulfilled surplus period, and the education allowance cannot be combined with any other payment under the Workforce Adjustment Appendix.
- 6.3.4** In cases of pay in lieu of unfulfilled surplus period, Option (b) and Option (c)(i), the employee relinquishes any priority rights for reappointment upon the Employer's acceptance of his or her resignation.
- 6.3.5** Employees choosing Option (c)(ii) who have not provided their department or organization with a proof of registration from a learning institution twelve (12) months after starting their leave without pay period will be deemed to have resigned from the Core Public Administration and be considered to be laid off for purposes of severance pay.
- 6.3.6** All opting employees will be entitled to up to six hundred dollars (\$600) towards counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial and job placement counselling services.
- 6.3.7** An opting employee who has received a TSM, pay in lieu of unfulfilled surplus period, or an education allowance, and is reappointed to that portion of the Core Public Administration specified from time to time in Schedules I and IV of the *Financial Administration Act* shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of such reappointment or hiring to the end of the original period for which the TSM or education allowance was paid.
- 6.3.8** Notwithstanding 6.3.7, an opting employee who has received an education allowance will not be required to reimburse tuition expenses and costs of books and mandatory equipment for which he or she cannot get a refund.
- 6.3.9** The deputy head shall ensure that pay in lieu of unfulfilled surplus period is only authorized where the employee's work can be discontinued on the resignation date and no additional costs will be incurred in having the work done in any other way during that period.
- 6.3.10** If a surplus employee who has chosen or is deemed to have chosen Option (a) refuses a reasonable job offer at any time during the twelve (12) month surplus priority period, the employee is ineligible for pay in lieu of unfulfilled surplus period.

6.3.11 Approval of pay in lieu of unfulfilled surplus period is at the discretion of management, but shall not be unreasonably denied.

6.4 Retention Payment

6.4.1 There are three (3) situations in which an employee may be eligible to receive a retention payment. These are total facility closures, relocation of work units and alternative delivery initiatives.

6.4.2 All employees accepting retention payments must agree to leave the Core Public Administration without priority rights.

6.4.3 An individual who has received a retention payment and, as applicable, either is reappointed to that portion of the Core Public Administration specified from time to time in Schedules I and IV of the *Financial Administration Act* or is hired by the new employer within the six (6) months immediately following his or her resignation shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of such reappointment or hiring to the end of the original period for which the lump sum was paid.

6.4.4 The provisions of 6.4.5 shall apply in total facility closures where public service jobs are to cease and:

- (a) such jobs are in remote areas of the country;
or
- (b) retraining and relocation costs are prohibitive;
or
- (c) prospects of reasonable alternative local employment (whether within or outside the Core Public Administration) are poor.

6.4.5 Subject to 6.4.4, the deputy head shall pay to each employee who is asked to remain until closure of the work unit and offers a resignation from the Core Public Administration to take effect on that closure date, a sum equivalent to six (6) months' pay payable on the day on which the departmental or organizational operation ceases, provided the employee has not separated prematurely.

6.4.6 The provisions of 6.4.7 shall apply in relocation of work units where Core Public Administration work units:

- (a) are being relocated;

and
- (b) the deputy head of the home department or organization decides that, in comparison to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of workplace relocation;

and
- (c) the employee has opted not to relocate with the function.

6.4.7 Subject to 6.4.6, the deputy head shall pay to each employee who is asked to remain until the relocation of the work unit and who offers a resignation from the Core Public Administration to take effect on the relocation date, a sum equivalent to six (6) months' pay payable on the day on which the departmental or organizational operation relocates, provided the employee has not separated prematurely.

6.4.8 The provisions of 6.4.9 shall apply in alternative delivery initiatives:

- (a) where the Core Public Administration work units are affected by alternative delivery initiatives;
- (b) when the deputy head of the home department or organization decides that, compared to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of the transfer to the new employer;

and
- (c) where the employee has not received a job offer from the new employer or has received an offer and did not accept it.

6.4.9 Subject to 6.4.8, the deputy head shall pay to each employee who is asked to remain until the transfer date and who offers a resignation from the Core Public Administration to take effect on the transfer date, a sum equivalent to six (6) months' pay payable upon the transfer date, provided the employee has not separated prematurely.

Part VII

Special provisions regarding alternative delivery initiatives

Preamble

The administration of the provisions of this Part will be guided by the following principles:

- (a) fair and reasonable treatment of employees;
- (b) value for money and affordability;
- and
- (c) maximization of employment opportunities for employees.

7.1 Definitions

For the purposes of this part, an **alternative delivery initiative** (*diversification des modes de prestation des services*) is the transfer of any work, undertaking or business of the Core Public Administration to any body or corporation that is a separate agency or that is outside the Core Public Administration.

For the purposes of this part, a **reasonable job offer** (*offre d'emploi raisonnable*) is an offer of employment received from a new employer in the case of a Type 1 or Type 2 transitional employment arrangement, as determined in accordance with 7.2.2.

For the purposes of this part, a **termination of employment** (*licenciement de l'employé-e*) is the termination of employment referred to in paragraph 12(1)(f.1) of the *Financial Administration Act*.

7.2 General

Departments or organizations will, as soon as possible after the decision is made to proceed with an alternative delivery initiative (ADI), and if possible, not less than one hundred and eighty (180) days prior to the date of transfer, provide notice to the Alliance component(s) of its intention.

The notice to the Alliance component(s) will include:

- (a) the program being considered for ADI;
- (b) the reason for the ADI;
- and
- (c) the type of approach anticipated for the initiative.

A joint Work Force Adjustment–Alternative Delivery Initiative (WFA–ADI) committee will be created for ADI and will have equal representation from the department or organization and the component(s). By mutual agreement, the committee may include other participants. The joint WFA–ADI committee will define the rules of conduct of the committee.

In cases of ADI, the parties will establish a joint WFA–ADI committee to conduct meaningful consultation on the human resources issues related to the ADI in order to provide information to the employee which will assist him or her in deciding on whether or not to accept the job offer.

1. **Commercialization**

In cases of commercialization where tendering will be part of the process, the members of the joint WFA–ADI committee shall make every reasonable effort to come to an agreement on the criteria related to human resources issues (e.g. terms and conditions of employment, pension and health care benefits, the take-up number of employees) to be included in the request for proposal process. The committee will respect the contracting rules of the federal government.

2. **Creation of a New Agency**

In cases of the creation of new agencies, the members of the joint WFA-ADI committee shall make every reasonable effort to agree on common recommendations related to human resources issues (e.g. terms and conditions of employment, pension, and health care benefits) that should be available at the date of transfer.

3. **Transfer to Existing Employers**

In all other ADI where an employer-employee relationship already exists, the parties will hold meaningful consultations to clarify the terms and conditions that will apply upon transfer.

In cases of commercialization and the creation of new agencies, consultation opportunities will be given to the component(s); however, in the event that agreements are not possible, the department may still proceed with the transfer.

7.2.1 The provisions of this Part apply only in the case of alternative delivery initiatives and are in exception to other provisions of this Appendix. Employees who are affected by alternative delivery initiatives and who receive job offers from the new employer shall be treated in accordance with the provisions of this Part, and only where specifically indicated will other provisions of this Appendix apply to them.

7.2.2 There are three (3) types of transitional employment arrangements resulting from alternative delivery initiatives:

(a) Type 1—Full Continuity

Type-1 arrangements meet all of the following criteria:

- (i) legislated successor rights apply; specific conditions for successor rights applications will be determined by the labour legislation governing the new employer;
- (ii) the *Public Service Terms and Conditions of Employment Regulations*, the terms of the collective agreement referred to therein and/or the applicable compensation plan will continue to apply to unrepresented and excluded employees until modified by the new employer or by the PSLRB pursuant to a successor rights application;
- (iii) recognition of continuous employment, as defined in the *Public Service Terms and Conditions of Employment Regulations*, for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights;

- (iv) pension arrangements according to the Statement of Pension Principles set out in Annex A or, in cases where the test of reasonableness set out in that Statement is not met, payment of a lump sum to employees pursuant to 7.7.3;
 - (v) transitional employment guarantee: a two (2)-year minimum employment guarantee with the new employer;
 - (vi) coverage in each of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
 - (vii) short-term disability bridging: recognition of the employee's earned but unused sick leave credits up to the maximum of the new employer's LTDI waiting period.
- (b) Type 2—Substantial Continuity

Type-2 arrangements meet all of the following criteria:

- (i) the average new hourly salary offered by the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty-five per cent (85%) or greater of the group's current federal hourly remuneration (= pay + equal pay adjustments + supervisory differential) when the hours of work are the same;
- (ii) the average annual salary of the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty-five per cent (85%) or greater of federal annual remuneration (= per cent or greater of federal annual remuneration (= pay + equal pay adjustments + supervisory differential) when the hours of work are different;
- (iii) pension arrangements according to the Statement of Pension Principles as set out in Annex A or, in cases where the test of reasonableness set out in that Statement is not met, payment of a lump sum to employees pursuant to 7.7.3;
- (iv) transitional employment guarantee: employment tenure equivalent to that of the permanent workforce in receiving organizations or a two (2)-year minimum employment guarantee;

- (v) coverage in each area of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
 - (vi) short-term disability arrangement.
- (c) Type 3—Lesser Continuity

A Type-3 arrangement is any alternative delivery initiative that does not meet the criteria applying in Type-1 and Type-2 transitional employment arrangements.

7.2.3 For Type-1 and Type-2 transitional employment arrangements, the offer of employment from the new employer will be deemed to constitute a reasonable job offer for purposes of this Part.

7.2.4 For Type-3 transitional employment arrangements, an offer of employment from the new employer will not be deemed to constitute a reasonable job offer for purposes of this Part.

7.3 Responsibilities

7.3.1 Deputy heads will be responsible for deciding, after considering the criteria set out above, which of the types applies in the case of particular alternative delivery initiatives.

7.3.2 Employees directly affected by alternative delivery initiatives are responsible for seriously considering job offers made by new employers and advising the home department or organization of their decision within the allowed period.

7.4 Notice of Alternative Delivery Initiatives

7.4.1 Where alternative delivery initiatives are being undertaken, departments or organizations shall provide written notice to all employees offered employment by the new employer, giving them the opportunity to choose whether or not they wish to accept the offer.

7.4.2 Following written notification, employees must indicate within a period of sixty (60) days their intention to accept the employment offer, except in the case of Type-3 arrangements, where home departments or organizations may specify a period shorter than sixty (60) days, but not less than thirty (30) days.

7.5 Job Offers From New Employers

7.5.1 Employees subject to this Appendix (see Application) and who do not accept the reasonable job offer from the new employer in the case of Type-1 or Type-2 transitional employment arrangements will be given four (4) months' notice of termination of employment and their employment will be terminated at the end of that period or on a mutually agreed-upon date before the end of the four (4)-month notice period, except where the employee was unaware of the offer or incapable of indicating an acceptance of the offer.

7.5.2 The deputy head may extend the notice-of-termination period for operational reasons, but no such extended period may end later than the date of the transfer to the new employer.

7.5.3 Employees who do not accept a job offer from the new employer in the case of Type-3 transitional employment arrangements may be declared opting or surplus by the deputy head in accordance with the provisions of the other parts of this Appendix.

7.5.4 Employees who accept a job offer from the new employer in the case of any alternative delivery initiative will have their employment terminated on the date on which the transfer becomes effective, or on another date that may be designated by the home department or organization for operational reasons, provided that this does not create a break in continuous service between the Core Public administration and the new employer.

7.6 Application of Other Provisions of the Appendix

7.6.1 For greater certainty, the provisions of Part II, Official Notification, and section 6.4, Retention Payment, will apply in the case of an employee who refuses an offer of employment in the case of a Type-1 or Type-2 transitional employment arrangement. A payment under section 6.4 may not be combined with a payment under the other section.

7.7 Lump-Sum Payments and Salary Top-up Allowances

7.7.1 Employees who are subject to this Appendix (see Application) and who accept the offer of employment from the new employer in the case of Type-2 transitional employment arrangements will receive a sum equivalent to three months' pay, payable on the day on which the departmental or organizational work or function is transferred to the new employer. The home department or organization will also pay these employees an eighteen (18) month salary top-up allowance equivalent to the difference between the remuneration applicable to

their Core Public administration position and the salary applicable to their position with the new employer. This allowance will be paid as a lump sum, payable on the day on which the departmental or organizational work or function is transferred to the new employer.

7.7.2 In the case of individuals who accept an offer of employment from the new employer in the case of a Type-2 arrangement and whose new hourly or annual salary falls below eighty per cent (80%) of their former federal hourly or annual remuneration, departments or organizations will pay an additional six (6) months of salary top-up allowance for a total of twenty-four (24) months under this section and 7.7.1. The salary top-up allowance equivalent to the difference between the remuneration applicable to their Core Public administration position and the salary applicable to their position with the new employer will be paid as a lump sum, payable on the day on which the departmental or organizational work or function is transferred to the new employer.

7.7.3 Employees who accept the reasonable job offer from the successor employer in the case of Type-1 or Type-2 transitional employment arrangements where the test of reasonableness referred to in the Statement of Pension Principles set out in Annex A is not met, that is, where the actuarial value (cost) of the new employer's pension arrangements is less than six decimal five per cent (6.5%) of pensionable payroll (excluding the employer's costs related to the administration of the plan), will receive a sum equivalent to three (3) months' pay, payable on the day on which the departmental or organizational work or function is transferred to the new employer.

7.7.4 Employees who accept an offer of employment from the new employer in the case of Type-3 transitional employment arrangements will receive a sum equivalent to six (6) months' pay, payable on the day on which the departmental or organizational work or function is transferred to the new employer. The home department or organization will also pay these employees a twelve (12) month salary top-up allowance equivalent to the difference between the remuneration applicable to their Core Public Administration position and the salary applicable to their position with the new employer. The allowance will be paid as a lump sum, payable on the day on which the departmental or organizational work or function is transferred to the new employer. The total of the lump-sum payment and the salary top-up allowance provided under this section will not exceed an amount equivalent to one (1) year's pay.

7.7.5 For the purposes of 7.7.1, 7.7.2 and 7.7.4, the term "remuneration" includes and is limited to salary plus equal pay adjustments, if any, and supervisory differential, if any.

7.8 Reimbursement

7.8.1 An individual who receives a lump-sum payment and salary top-up allowance pursuant to 7.7.1, 7.7.2, 7.7.3 or 7.7.4 and who is reappointed to that portion of the Core Public Administration specified from time to time in Schedules I and IV of the *Financial Administration Act* at any point during the period covered by the total of the lump-sum payment and salary top-up allowance, if any, shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of reappointment to the end of the original period covered by the total of the lump-sum payment and salary top-up allowance, if any.

7.8.2 An individual who receives a lump-sum payment pursuant to 7.6.1 and, as applicable, is either reappointed to that portion of the Core Public Administration specified from time to time in Schedules I and IV of the *Financial Administration Act* or hired by the new employer at any point covered by the lump-sum payment, shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of the reappointment or hiring to the end of the original period covered by the lump-sum payment.

7.9 Vacation Leave Credits and Severance Pay

7.9.1 Notwithstanding the provisions of this Agreement concerning vacation leave, an employee who accepts a job offer pursuant to this Part may choose not to be paid for earned but unused vacation leave credits, provided that the new employer will accept these credits.

7.9.2 Notwithstanding the provisions of this Agreement concerning severance pay, an employee who accepts a reasonable job offer pursuant to this Part will not be paid severance pay where successor rights apply and/or, in the case of a Type-2 transitional employment arrangement, when the new employer recognizes the employee's years of continuous employment in the public service for severance pay purposes and provides severance pay entitlements similar to the employee's severance pay entitlements at the time of the transfer.

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However, an employee who has a severance termination benefit entitlement under the terms of article 24.05(b) or (c) shall be paid this entitlement at the time of transfer.

7.9.3 Where:

- (a) the conditions set out in 7.9.2 are not met,
- (b) the severance provisions of this Agreement are extracted from this Agreement prior to the date of transfer to another non-federal public sector employer,
- (c) the employment of an employee is terminated pursuant to the terms of 7.5.1,

or
- (d) the employment of an employee who accepts a job offer from the new employer in a Type-3 transitional employment arrangement is terminated on the transfer of the function to the new employer,

the employee shall be deemed, for purposes of severance pay, to be involuntarily laid off on the day on which employment in the Core Public Administration terminates.

Annex A: Statement of pension principles

1. The new employer will have in place, or Her Majesty in right of Canada will require the new employer to put in place, reasonable pension arrangements for transferring employees. The test of “reasonableness” will be that the actuarial value (cost) of the new employer pension arrangements will be at least six decimal five per cent (6.5%) of pensionable payroll, which in the case of defined-benefit pension plans will be as determined by the Assessment Methodology dated October 7, 1997, developed by Towers Perrin for the Treasury Board. This assessment methodology will apply for the duration of this Agreement. Where there is no reasonable pension arrangement in place on the transfer date or no written undertaking by the new employer to put such reasonable pension arrangement in place effective on the transfer date, subject to the approval of Parliament and a written undertaking by the new employer to pay the employer costs, *Public Service Superannuation Act* (PSSA) coverage could be provided during a transitional period of up to a year.
2. Benefits in respect of service accrued to the point of transfer are to be fully protected.
3. Her Majesty in right of Canada will seek portability arrangements between the Public Service Superannuation Plan and the pension plan of the new employer where a portability arrangement does not yet exist. Furthermore, Her Majesty in right of Canada will seek authority to permit employees the option of counting their service with the new employer for vesting and benefit thresholds under the PSSA.

Annex B

Years of Service in the public service	Transition Support Measure (TSM) (Payment in weeks' pay)
0	10
1	22
2	24
3	26
4	28
5	30
6	32
7	34
8	36
9	38
10	40
11	42
12	44
13	46
14	48
15	50
16	52
17	52
18	52
19	52
20	52
21	52
22	52
23	52
24	52
25	52
26	52
27	52
28	52
29	52
30	49
31	46
32	43
33	40
34	37
35	34

Years of Service in the public service	Transition Support Measure (TSM) (Payment in weeks' pay)
36	31
37	28
38	25
39	22
40	19
41	16
42	13
43	10
44	07
45	04

For indeterminate seasonal and part-time employees, the TSM will be pro-rated in the same manner as severance pay under the terms of this Agreement.

Severance pay provisions of this Agreement are in addition to the TSM.

Annex C

Role of PSC in administering surplus and lay-off priority entitlements

1. The PSC will refer surplus employees and laid-off persons to positions, in all departments, organizations and agencies governed by the PSEA, for which they are potentially qualified for the essential qualifications, unless the individuals have advised the PSC and their home departments or organizations in writing that they are not available for appointment. The PSC will further ensure that entitlements are respected and that priority persons are fairly and properly assessed.
2. The PSC, acting in accordance with the *Privacy Act*, will provide the Treasury Board Secretariat with information related to the administration of priority entitlements which may reflect on departments' or organizations' and agencies' level of compliance with this Directive.
3. The PSC will provide surplus and laid-off individuals with information on their priority entitlements.
4. The PSC will, in accordance with the *Privacy Act*, provide information to bargaining agents on the numbers and status of their members who are in the Priority Administration System and, on a service-wide basis.
5. The PSC will ensure that a reinstatement priority is given to all employees who are appointed to a position at a lower level.
6. The PSC will, in accordance with the *Privacy Act*, provide information to the Employer, departments or organizations and/or bargaining agents on referrals of surplus employees and laid-off persons in order to ensure that the priority entitlements are respected.

Public Service Commission "Guide to the Priority Information Management System": <http://www.psc-cfp.gc.ca/prad-adpr/pims-sgip/prt2-eng.htm>.

MEMORANDA OF AGREEMENT

The following Appendices shall be effective on the date of signature and shall expire on June 30, 2014.

SIGNED AT OTTAWA this 1st day of the month of March 2011.

THE TREASURY BOARD
OF
CANADA

THE PUBLIC SERVICE
ALLIANCE OF
CANADA

ORIGINAL SIGNED BY

ORIGINAL SIGNED BY

Hélène Laurendeau

Maria Fitzpatrick

ORIGINAL SIGNED BY

ORIGINAL SIGNED BY

John Park

Erna Post

APPENDIX "C"

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TREASURY BOARD OF CANADA
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 “D”

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

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

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

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

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

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

In the event that the staffing allocation to the school(s) results in an average class size, in the aggregate, which exceeds the provincial norms established by statute or regulation, a Regional Class Size Committee will be provided an opportunity to make a documented presentation to the appropriate Regional Human Resources Management Committee that will consider the appropriateness for increasing the professional staffing allocation to the program.

Representatives of the Local and the Regional Class Size Committees shall develop their terms of reference regarding class size and class size related issues.

Local Class Size Committee(s)

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

- (a) The teachers of each school shall elect up to three (3) of their number (where applicable, one from each division - Primary, Junior, and Intermediate) as members of the Local Class Size Committee for the school.
- (b) The teachers of a family of schools shall elect up to six (6) of their number (where applicable, two from each division - Primary, Junior, and Intermediate) as members of the Local Class Size Committee for the family of schools.
- (c) Each Local Class Size Committee will meet a minimum of two (2) times per school year, no later than April 15th of the current school year and September 15th of the following school year, with the principal(s) of the school(s) and, where required, with the Superintendent of Education or Director of Education.

Regional Class Size Committee

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

APPENDIX “E”

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TREASURY BOARD OF CANADA
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
WITH RESPECT TO HOURS OF WORK AT THE LIBRARY AND
ARCHIVES CANADA**

This is to confirm an understanding reached in negotiations on behalf of employees at Library and Archives Canada in the Education and Library Science Group.

In respect of the application of Article 43 “Hours of Work” paragraphs 43.04(a), (b) and (c), the Employer will consult with the Alliance prior to the reintroduction of the extended hours of service at the Library and Archives Canada.

Implementation of any such change will not take place sooner than sixty (60) days after commencement of such consultation with the Alliance.

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 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 (i.e. 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 "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**

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 “H”**

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE TREASURY BOARD OF CANADA
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
WITH RESPECT TO A JOINT LEARNING PROGRAM**

This memorandum is to give effect to the agreement reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Program and Administration Services, Operational Services, Technical Services, Border Services and Education and Library Science bargaining units.

The PSAC – TBS Joint Learning Program (JLP) will continue to provide joint training on union management issues.

The Employer agrees to provide eight million seven hundred and fifty thousand dollars (\$8,750,000) to fund the PSAC – TBS JLP from June 21st, 2011 until June 20, 2014. The Employer agrees to provide a further \$600,000 over the life of the 2011-2014 PA collective agreement, to be dedicated specifically to promoting the participation of bargaining agents other than the PSAC in the PSAC – TBS JLP.

The Employer agrees to provide a further \$292,000 per month to the PSAC – TBS JLP starting on June 21, 2014 until the subsequent PA collective agreement is signed to ensure continuity of this initiative.

The PSAC – TBS JLP will continue to be governed by the existing joint PSAC – TBS Steering Committee. The Bargaining Agent Side Secretary on the National Joint Council will be invited to attend the meetings of the PSAC – JLP Steering Committee with voice but no vote. The PSAC – TBS JLP will undertake a review of its governance structure over life of the collective agreement with the objective of including other bargaining agents more fully in the operation of the JLP.

APPENDIX "I"

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

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.

APPENDIX “J”

**LETTER OF UNDERSTANDING BETWEEN THE
TREASURY BOARD AND THE
PUBLIC SERVICE ALLIANCE OF CANADA
WITH RESPECT TO A STUDY TO COMPARE THE
COMPENSATION OF ED-EST WHO WORK FOR
A PERIOD OF TWELVE (12) MONTH**

This letter is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in negotiation for the renewal of the Education and Library Science collective agreement.

Accordingly, the Parties agree to conduct a study during the life of the Agreement, to compare the compensation (rates of pay, allowances and leaves) of the Elementary and Secondary teachers (ED-EST) who work for a period of twelve (12) month with the total compensation (rates of pay, allowances and leaves) of Elementary and Secondary teachers in provinces were ED-EST work.

The Parties further agree to meet within one hundred and twenty (120) days of the signing date of this Agreement to establish the term of reference of the study.

Time spent by the members of the working group 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**

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

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

****APPENDIX "L"**

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TREASURY BOARD AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
WITH RESPECT TO THE IMPLEMENTATION
OF THE APPENDIX J PAY STUDY
FOR 12 MONTH ED-EST EMPLOYEES**

The parties agree that the Appendix J pay study shall be completed by June 30, 2011.

The parties will meet within 120 days of the completion of the study to develop joint recommendations emanating from the study, including proposed modifications to the collective agreement.

These recommendations shall be referred to the Employer and the Alliance for consideration and action. Such actions may include the re-opening of the collective agreement and the possibility that necessary modifications will take effect July 1, 2011.

****APPENDIX "M"**

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TREASURY BOARD AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
TRANSITIONAL MARKET ALLOWANCE FOR
ED-EST 12 MONTHS TEACHERS**

1. The Employer agrees to provide an allowance to incumbents of ED-EST 12-month teacher positions for the performance of their regular duties.
2. The parties agree that 12-month ED-EST employees who perform the duties of positions identified above shall receive a "Transitional Market Allowance" in the following amounts and subject to the following conditions:
 - (a) Commencing July 1, 2011 and ending June 30, 2014 ED-EST 12 month teachers who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid bi-weekly;
 - (b) The employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix A of the collective agreement. This daily allowance is equivalent to the annual amount set out below for each position divided by two hundred and sixty decimal eight eight (260.88).

Transitional Market Allowance

	Annual	Daily
ED-EST	\$2400	\$9.20

- (c) The Transitional Market Allowance specified above does not form part of an employee's salary except for the purposes of the *Public Service Superannuation Act*.
- (d) A part-time ED-EST 12 month teacher shall be paid the daily amount shown above divided by seven decimal five (7.5) for each hour paid at their hourly rate of pay.

3. An employee shall not be entitled to the allowance for periods he or she is on leave without pay or under suspension. However, the Transitional Market Allowance will be added to the calculation of the weekly rate of pay for the maternity and parental allowances in sub-clauses 22.04, 22.05, 22.07 and 22.08 of this collective agreement.
4. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to article 37.
5. This Memorandum of Understanding expires on the earlier of June 30, 2014 or the re-opening of the agreement related to the results of the Appendix J joint pay study for 12 month ED-EST teachers.