



Education and Library Science (EB)

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

**Group: Education and Library Science
(All Employees)**

Expiry date: 2018-06-30



This agreement covers the following group(s):

Code	Group
209	Education (ED)
215	Library Science (LS)
414	Educational Support (EU)

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Compensation and Labour Relations
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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 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 Directive on Terms and Conditions of Employment;

“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;

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“family” (famille)

except where otherwise specified in this agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner resident with the employee), child (including child of common-law partner), stepchild, foster child or ward of the employee, grandchild, father-in-law, mother-in-law, son-in-law, daughter-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 kindergarten 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 electronic payment 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 and Employment 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 and Employment 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 and Employment 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 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 and Employment 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

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14.09 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.

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14.12 When operational requirements permit, 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.

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14.14 Effective January 1, 2018, leave granted to an employee under article 14.02, 14.09, 14.10, 14.12 and 14.13 will be with pay; the Alliance will reimburse the employer for the salary and benefit costs of the employee during the period of approved leave with pay according to the terms established by joint agreement.

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**

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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, gender identity and expression, family status, marital status, mental or physical disability, membership or activity in the Alliance, 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 reappointed 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
- b. 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;
- c. 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
- d. 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;
- e. thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
- f. fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- g. fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- h. sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;
- i. 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

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- a. For the purpose of clause 20.02 only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave.
- b. For the purpose of clause 20.03(a) only, effective April 1, 2012, on a go forward basis, any former service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits.
- c. 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.

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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 reason in writing, 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 a payment, 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 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 Sub-Group of ED (twelve (12) month work year)

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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 annual 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 Sub-Group 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 Sub-Group 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 or two (2) periods of up to three decimal seven five (3.75) hours each 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. For the purpose of this clause, “family” is defined per Article 2 and in addition:
 - i. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. With respect to this person, an employee shall be entitled to bereavement leave with pay once in the federal public administration.
- b. When a member of the employee’s family dies, an employee shall be entitled to bereavement leave with pay. Such bereavement leave, 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.
- c. At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.
- d. When requested to be taken in two (2) periods,
 - i. The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and
 - ii. The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.
 - iii. The employee may be granted no more than three (3) days’ leave with pay, in total, for the purposes of travel for these two (2) periods.
- e. An employee is entitled to one (1) day’s bereavement leave with pay for the purpose related to the death of his or her brother-in-law or sister-in-law and grandparents of spouse.
- f. If, during a period paid leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under paragraphs (b) and (e), 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.
- g. 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 (b) and (e).

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:

$$\begin{array}{r}
 \text{(allowance received)} \quad \times \quad \text{(remaining period to be worked} \\
 \hspace{10em} \text{following her return to work)} \\
 \hline
 \text{[total period to be worked as} \\
 \hspace{10em} \text{specified in (B)]}
 \end{array}$$

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 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).

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- 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 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,
 - 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, and
 - iii. where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week at ninety three per cent (93%) of her weekly rate of pay, less any other monies 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 Long term 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:

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

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).

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- 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 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; and
 - iv. where an employee has received the full thirty-five (35) weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, he/she is eligible to receive a further parental allowance for a period of one (1) week, at ninety three per cent (93%) of his/her weekly rate of pay, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 22.04 (c)(iii) for the same child.
- 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

- j. 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

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- a. For the purpose of this clause, "family" is defined per Article 2 and in addition:
 - i. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

- b. Both parties recognize the importance of access to leave for the purpose of the care of family.
- c. 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.

22.10 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.

22.11 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.

22.12 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 and ward of the employee), grandchild;
 - iii. parents (including step-parents or foster parents) father-in-law, mother-in-law
 - iv. brother, sister, step-brother, step-sister;
 - v. grandparents of the employee;

- vi. any relative permanently residing in the employee's household or with whom the employee permanently resides;
 - vii. any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee;
 - or
 - viii. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.
- 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;
 - v. to attend school functions, if the supervisor was notified of the function as far in advance as possible;
 - vi. to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
- **
- vii. seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in paragraph 22.12 (b) above may be used to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.
- d. Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under sub-paragraph (c)(ii) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

22.13 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;

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- 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 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.

22.14 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.

22.15 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.

22.16 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**

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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 or two (2) periods of up to three decimal seven five (3.75) hours each 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

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 sub-group 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 online 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 out service 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**

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. 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.

c. 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.

d. 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.

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For greater certainty, payments in lieu of severance for the elimination of severance pay for volunteer separation (resignation and retirement) made pursuant to 24.04 to 24.07 under Appendix J or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

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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 any outstanding payment in lieu of severance, if applicable under Appendix J.

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24.04 Employees who were subject to the payment in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) and who opted to defer their payment, the former provisions outlining the payment in lieu are found at Appendix J.

****Article 25: correctional service specific duty allowance**

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

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

25.02 The CSSDA shall be two thousand dollars (\$2,000) annually and paid on a bi-weekly basis in any pay period for which the employee is expected to perform said duties of the specific position in a month.

25.03 Where the employee's basic monthly pay entitlement (including any applicable allowances) in the position to which he or she is temporarily acting or assigned is less than his or her monthly pay entitlement plus the CSSDA in his or her substantive position, the employee shall retain the CSSDA applicable to his or her substantive position for the duration of that temporary period.

25.04 An employee will be entitled to receive the CSSDA, in accordance with 25.01:

- 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.

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

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

****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;

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- 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 Directive on Terms and Conditions of Employment, 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 with a payment, 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 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:

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- i. the kilometric rate normally paid to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of his or her own automobile;
- or
- ii. out-of-pocket expenses for other means of commercial transportation.

Article 29: standby

29.01 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 pm and 8 am. The shift premium will not be paid for hours worked between 8 am and 4 pm.

30.02 Weekend premium

An employee working on shifts during a weekend will receive an additional premium of one dollar and fifty cents (\$1.50) 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 Sub-Group, 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 Sub-Group, 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 and Employment 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 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 PSLREB 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 PSLREB or to the Adjudicator at the hearing.
- d. No witnesses will testify.
- e. The Adjudicator will be appointed by the PSLREB 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 PSLREB agree otherwise. The cases will be scheduled jointly by the parties and the PSLREB, and will appear on the PSLREB 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 sub-group, 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 sub-group, 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 sub-group 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 sub-group.

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 sub-group 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 sub-group, 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 sub-group, 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 sub-group.

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 sub-group, 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 sub-group; 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 sub-group 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 Sub-Group 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 Sub-Group 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 workweek 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 workweek shall be Monday through Friday, and the normal workday shall be between 7 am and 6 pm.

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 am and 10 pm from Monday to Friday inclusively, and between 8:30 am and 5 pm 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

- 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.

- 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 Sub-Group

- 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.

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 Sub-Group

44.09 Teachers who work a twelve (12) month work year

- a. Guidance and Vocational Counsellors in the Department of Indian and Northern Affairs Canada 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

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

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 pm and/or on a Saturday or a Sunday but will not be scheduled beyond 10 pm. When hours of work are scheduled to extend beyond 6 pm 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 Sub-Group

47.01 All employees shall be on a twelve (12) month work year and the workday for such an employee shall be seven decimal five (7.5) hours or such lesser period as the Employer may schedule, Monday to Friday between the hours of 7 am and 6 pm.

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 with a payment 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 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) Sub-Group.

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 unless, because of unforeseeable circumstances, such notice cannot be given.

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 am and 5 pm 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 am and 5 pm, 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 am and 5 pm 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 and Employment 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 re-opener

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: reimbursement of teacher expenses**

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

****Article 63: duration**

**

63.01 The provisions of this agreement will expire on June 30, 2018.

63.02 Unless otherwise expressly stipulated, the provisions of this agreement shall become effective as of June 14, 2017.

Signed at Ottawa as of June 14, 2017.

The Treasury Board of Canada

Sandra Hassan
Monique Baronette
Kim Hennigar
Melissa Roy
Denis Pogrebinski
Marie Claude Dussault

The Public Service Alliance of Canada

Jeannie Baldwin
Holmann Richard
Julie Chiasson
Kwasi Amenu-Tekaa
Terry-Lynn Brant
Michael Freeman
Danielle Moffett

****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)

Table legend

X) Restructure effective July 1, 2016

Y) Restructure effective July 1, 2016

Maritimes

10 month pay plan

Teaching experience	Level 1	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	29409	29777	30149	32549	33851	34274	34702
2	31126	31515	31909	34309	35681	36127	36579
3	32843	33254	33670	36070	37513	37982	38457
4	34558	34990	35427	37827	39340	39832	40330
5	36274	36727	37186	39586	41169	41684	42205
6	37993	38468	38949	41349	43003	43541	44085
7	39700	40196	40698	43098	44822	45382	45949
8	41416	41934	42458	44858	46652	47235	47825

Teaching experience	Level 2	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	31144	31533	31927	34327	35700	36146	36598
2	32905	33316	33732	36132	37577	38047	38523
3	34660	35093	35532	37932	39449	39942	40441
4	36415	36870	37331	39731	41320	41837	42360
5	38172	38649	39132	41532	43193	43733	44280
6	39934	40433	40938	43338	45072	45635	46205
7	41698	42219	42747	45147	46953	47540	48134
8	43450	43993	44543	46943	48821	49431	50049
9	45202	45767	46339	48739	50689	51323	51965

Teaching experience	Level 3	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	35925	36374	36829	39229	40798	41308	41824
2	37689	38160	38637	41037	42678	43211	43751
3	39456	39949	40448	42848	44562	45119	45683
4	41224	41739	42261	44661	46447	47028	47616
5	42991	43528	44072	46472	48331	48935	49547
6	44765	45325	45892	48292	50224	50852	51488
7	46533	47115	47704	50104	52108	52759	53418
8	48298	48902	49513	51913	53990	54665	55348
9	50081	50707	51341	53741	55891	56590	57297

Teaching experience	Level 4	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	41961	42486	43017	45417	47234	47824	48422
2	44122	44674	45232	47632	49537	50156	50783
3	46290	46869	47455	49855	51849	52497	53153
4	48455	49061	49674	52074	54157	54834	55519
5	50616	51249	51890	54290	56462	57168	57883
6	52775	53435	54103	56503	58763	59498	60242
7	54937	55624	56319	58719	61068	61831	62604
8	57105	57819	58542	60942	63380	64172	64974
9	59267	60008	60758	63158	65684	66505	67336
10	61441	62209	62987	65387	68002	68852	69713

Teaching experience	Level 5	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	46157	46734	47318	49718	51707	52353	53007
2	48645	49253	49869	52269	54360	55040	55728
3	51128	51767	52414	54814	57007	57720	58442
4	53619	54289	54968	57368	59663	60409	61164
5	56110	56811	57521	59921	62318	63097	63886
6	58596	59328	60070	62470	64969	65781	66603
7	61082	61846	62619	65019	67620	68465	69321
8	63569	64364	65169	67569	70272	71150	72039
9	66054	66880	67716	70116	72921	73833	74756
10	68550	69407	70275	72675	75582	76527	77484

Teaching experience	Level 6	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	48803	49413	50031	52431	54528	55210	55900
2	51286	51927	52576	54976	57175	57890	58614
3	53776	54448	55129	57529	59830	60578	61335
4	56266	56969	57681	60081	62484	63265	64056
5	58751	59485	60229	62629	65134	65948	66772
6	61241	62007	62782	65182	67789	68636	69494
7	63727	64524	65331	67731	70440	71321	72213
8	66214	67042	67880	70280	73091	74005	74930
9	68702	69561	70431	72831	75744	76691	77650
10	71205	72095	72996	75396	78412	79392	80384

**Elementary and Secondary Teaching Sub-Group (ED-EST) annual rates of pay
(in dollars)**

Quebec

10 month pay plan

Teaching experience	Level 1	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	30953	31340	31732	34132	35497	35941	36390
2	33154	33568	33988	36388	37844	38317	38796
3	35357	35799	36246	38646	40192	40694	41203
4	37566	38036	38511	40911	42547	43079	43617
5	39775	40272	40775	43175	44902	45463	46031
6	41979	42504	43035	45435	47252	47843	48441
7	44184	44736	45295	47695	49603	50223	50851
8	46390	46970	47557	49957	51955	52604	53262
9	48606	49214	49829	52229	54318	54997	55684
10	50814	51449	52092	54492	56672	57380	58097

Teaching experience	Level 2	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	33362	33779	34201	36601	38065	38541	39023
2	35360	35802	36250	38650	40196	40698	41207
3	37372	37839	38312	40712	42340	42869	43405
4	39378	39870	40368	42768	44479	45035	45598
5	41387	41904	42428	44828	46621	47204	47794
6	43393	43935	44484	46884	48759	49368	49985
7	45401	45969	46544	48944	50902	51538	52182
8	47407	48000	48600	51000	53040	53703	54374
9	49415	50033	50658	53058	55180	55870	56568
10	51403	52046	52697	55097	57301	58017	58742
11	53409	54077	54753	57153	59439	60182	60934

Teaching experience	Level 3	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	36077	36528	36985	39385	40960	41472	41990
2	38138	38615	39098	41498	43158	43697	44243
3	40202	40705	41214	43614	45359	45926	46500
4	42273	42801	43336	45736	47565	48160	48762
5	44338	44892	45453	47853	49767	50389	51019
6	46396	46976	47563	49963	51962	52612	53270
7	48466	49072	49685	52085	54168	54845	55531
8	50531	51163	51803	54203	56371	57076	57789
9	52598	53255	53921	56321	58574	59306	60047
10	54665	55348	56040	58440	60778	61538	62307
11	56729	57438	58156	60556	62978	63765	64562

Teaching experience	Level 4	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	39239	39729	40226	42626	44331	44885	45446
2	41191	41706	42227	44627	46412	46992	47579
3	43145	43684	44230	46630	48495	49101	49715
4	45090	45654	46225	48625	50570	51202	51842
5	47042	47630	48225	50625	52650	53308	53974
6	48990	49602	50222	52622	54727	55411	56104
7	50936	51573	52218	54618	56803	57513	58232
8	52892	53553	54222	56622	58887	59623	60368
9	54834	55519	56213	58613	60958	61720	62492
10	56779	57489	58208	60608	63032	63820	64618
11	58735	59469	60212	62612	65116	65930	66754
12	60683	61442	62210	64610	67194	68034	68884

Teaching experience	Level 5	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	42879	43415	43958	46358	48212	48815	49425
2	44909	45470	46038	48438	50376	51006	51644
3	46939	47526	48120	50520	52541	53198	53863
4	48974	49586	50206	52606	54710	55394	56086
5	50999	51636	52281	54681	56868	57579	58299
6	53033	53696	54367	56767	59038	59776	60523
7	55066	55754	56451	58851	61205	61970	62745
8	57089	57803	58526	60926	63363	64155	64957
9	59123	59862	60610	63010	65530	66349	67178
10	61155	61919	62693	65093	67697	68543	69400
11	63174	63964	64764	67164	69851	70724	71608
12	65205	66020	66845	69245	72015	72915	73826

Teaching experience	Level 6	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	46454	47035	47623	50023	52024	52674	53332
2	48710	49319	49935	52335	54428	55108	55797
3	50978	51615	52260	54660	56846	57557	58276
4	53241	53907	54581	56981	59260	60001	60751
5	55502	56196	56898	59298	61670	62441	63222
6	57769	58491	59222	61622	64087	64888	65699
7	60030	60780	61540	63940	66498	67329	68171
8	62293	63072	63860	66260	68910	69771	70643
9	64560	65367	66184	68584	71327	72219	73122
10	66826	67661	68507	70907	73743	74665	75598
11	69098	69962	70837	73237	76166	77118	78082
12	71364	72256	73159	75559	78581	79563	80558

**Elementary and Secondary Teaching Sub-Group (ED-EST) annual rates of pay (in dollars)
Ontario**

10 month pay plan (in dollars)

Teaching experience	Level 1	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	34017	34442	34873	37273	38764	39249	39740
2	35416	35859	36307	38707	40255	40758	41267
3	36808	37268	37734	40134	41739	42261	42789
4	38201	38679	39162	41562	43224	43764	44311
5	39603	40098	40599	42999	44719	45278	45844
6	40994	41506	42025	44425	46202	46780	47365
7	42386	42916	43452	45852	47686	48282	48886
8	43780	44327	44881	47281	49172	49787	50409

Teaching experience	Level 2	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	38316	38795	39280	41680	43347	43889	44438
2	40307	40811	41321	43721	45470	46038	46613
3	42292	42821	43356	45756	47586	48181	48783
4	44277	44830	45390	47790	49702	50323	50952
5	46261	46839	47424	49824	51817	52465	53121
6	48247	48850	49461	51861	53935	54609	55292
7	50231	50859	51495	53895	56051	56752	57461
8	52225	52878	53539	55939	58177	58904	59640
9	54190	54867	55553	57953	60271	61024	61787

Teaching experience	Level 3	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	40040	40541	41048	43448	45186	45751	46323
2	42235	42763	43298	45698	47526	48120	48722
3	44430	44985	45547	47947	49865	50488	51119
4	46620	47203	47793	50193	52201	52854	53515
5	48815	49425	50043	52443	54541	55223	55913
6	51008	51646	52292	54692	56880	57591	58311
7	53201	53866	54539	56939	59217	59957	60706
8	55394	56086	56787	59187	61554	62323	63102
9	57593	58313	59042	61442	63900	64699	65508
10	59779	60526	61283	63683	66230	67058	67896

Teaching experience	Level 4	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	45467	46035	46610	49010	50970	51607	52252
2	47873	48471	49077	51477	53536	54205	54883
3	50271	50899	51535	53935	56092	56793	57503
4	52673	53331	53998	56398	58654	59387	60129
5	55080	55769	56466	58866	61221	61986	62761
6	57480	58199	58926	61326	63779	64576	65383
7	59883	60632	61390	63790	66342	67171	68011
8	62286	63065	63853	66253	68903	69764	70636
9	64686	65495	66314	68714	71463	72356	73260
10	67085	67924	68773	71173	74020	74945	75882

Teaching experience	Level 5	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	47574	48169	48771	51171	53218	53883	54557
2	49989	50614	51247	53647	55793	56490	57196
3	52407	53062	53725	56125	58370	59100	59839
4	54824	55509	56203	58603	60947	61709	62480
5	57243	57959	58683	61083	63526	64320	65124
6	59655	60401	61156	63556	66098	66924	67761
7	62077	62853	63639	66039	68681	69540	70409
8	64493	65299	66115	68515	71256	72147	73049
9	66906	67742	68589	70989	73829	74752	75686
10	69335	70202	71080	73480	76419	77374	78341

Teaching experience	Level 6	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	51320	51962	52612	55012	57212	57927	58651
2	54342	55021	55709	58109	60433	61188	61953
3	57375	58092	58818	61218	63667	64463	65269
4	60404	61159	61923	64323	66896	67732	68579
5	63436	64229	65032	67432	70129	71006	71894
6	66464	67295	68136	70536	73357	74274	75202
7	69492	70361	71241	73641	76587	77544	78513
8	72657	73565	74485	76885	79960	80960	81972
9	75540	76484	77440	79840	83034	84072	85123
10	78577	79559	80553	82953	86271	87349	88441

**Elementary and Secondary Teaching Sub-Group (ED-EST) annual rates of pay (in dollars)
Manitoba**

10 month pay plan

Teaching experience	Level 1	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	31757	32154	32556	34956	36354	36808	37268
2	33007	33420	33838	36238	37688	38159	38636
3	34254	34682	35116	37516	39017	39505	39999
4	35500	35944	36393	38793	40345	40849	41360
5	36748	37207	37672	40072	41675	42196	42723
6	37999	38474	38955	41355	43009	43547	44091
7	39246	39737	40234	42634	44339	44893	45454
8	40507	41013	41526	43926	45683	46254	46832

Teaching experience	Level 2	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	34716	35150	35589	37989	39509	40003	40503
2	36021	36471	36927	39327	40900	41411	41929
3	37326	37793	38265	40665	42292	42821	43356
4	38627	39110	39599	41999	43679	44225	44778
5	39934	40433	40938	43338	45072	45635	46205
6	41238	41753	42275	44675	46462	47043	47631
7	42540	43072	43610	46010	47850	48448	49054
8	43847	44395	44950	47350	49244	49860	50483
9	45141	45705	46276	48676	50623	51256	51897

Teaching experience	Level 3	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	38352	38831	39316	41716	43385	43927	44476
2	39919	40418	40923	43323	45056	45619	46189
3	41475	41993	42518	44918	46715	47299	47890
4	43031	43569	44114	46514	48375	48980	49592
5	44588	45145	45709	48109	50033	50658	51291
6	46146	46723	47307	49707	51695	52341	52995
7	47709	48305	48909	51309	53361	54028	54703
8	49268	49884	50508	52908	55024	55712	56408
9	50812	51447	52090	54490	56670	57378	58095

Teaching experience	Level 4	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	47373	47965	48565	50965	53004	53667	54338
2	49724	50346	50975	53375	55510	56204	56907
3	52084	52735	53394	55794	58026	58751	59485
4	54443	55124	55813	58213	60542	61299	62065
5	56800	57510	58229	60629	63054	63842	64640
6	59168	59908	60657	63057	65579	66399	67229
7	61514	62283	63062	65462	68080	68931	69793
8	63872	64670	65478	67878	70593	71475	72368
9	66235	67063	67901	70301	73113	74027	74952
10	68588	69445	70313	72713	75622	76567	77524

Teaching experience	Level 5	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	50439	51069	51707	54107	56271	56974	57686
2	52801	53461	54129	56529	58790	59525	60269
3	55166	55856	56554	58954	61312	62078	62854
4	57527	58246	58974	61374	63829	64627	65435
5	59892	60641	61399	63799	66351	67180	68020
6	62251	63029	63817	66217	68866	69727	70599
7	64610	65418	66236	68636	71381	72273	73176
8	66973	67810	68658	71058	73900	74824	75759
9	69337	70204	71082	73482	76421	77376	78343
10	71710	72606	73514	75914	78951	79938	80937

Teaching experience	Level 6	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	53150	53814	54487	56887	59162	59902	60651
2	55684	56380	57085	59485	61864	62637	63420
3	58213	58941	59678	62078	64561	65368	66185
4	60745	61504	62273	64673	67260	68101	68952
5	63280	64071	64872	67272	69963	70838	71723
6	65804	66627	67460	69860	72654	73562	74482
7	68346	69200	70065	72465	75364	76306	77260
8	70876	71762	72659	75059	78061	79037	80025
9	73413	74331	75260	77660	80766	81776	82798
10	75938	76887	77848	80248	83458	84501	85557

**Elementary and Secondary Teaching Sub-Group (ED-EST) annual rates of pay (in dollars)
Saskatchewan**

10 month pay plan

Teaching experience	Level 1	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	29542	29911	30285	32685	33992	34417	34847
2	31060	31448	31841	34241	35611	36056	36507
3	32584	32991	33403	35803	37235	37700	38171
4	34104	34530	34962	37362	38856	39342	39834
5	35619	36064	36515	38915	40472	40978	41490
6	37142	37606	38076	40476	42095	42621	43154
7	38661	39144	39633	42033	43714	44260	44813
8	40193	40695	41204	43604	45348	45915	46489

Teaching experience	Level 2	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	33365	33782	34204	36604	38068	38544	39026
2	35250	35691	36137	38537	40078	40579	41086
3	37119	37583	38053	40453	42071	42597	43129
4	38997	39484	39978	42378	44073	44624	45182
5	40884	41395	41912	44312	46084	46660	47243
6	42755	43289	43830	46230	48079	48680	49289
7	44630	45188	45753	48153	50079	50705	51339
8	46509	47090	47679	50079	52082	52733	53392
9	48391	48996	49608	52008	54088	54764	55449

Teaching experience	Level 3	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	37389	37856	38329	40729	42358	42887	43423
2	39243	39734	40231	42631	44336	44890	45451
3	41089	41603	42123	44523	46304	46883	47469
4	42936	43473	44016	46416	48273	48876	49487
5	44788	45348	45915	48315	50248	50876	51512
6	46637	47220	47810	50210	52218	52871	53532
7	48484	49090	49704	52104	54188	54865	55551
8	50334	50963	51600	54000	56160	56862	57573
9	52199	52851	53512	55912	58148	58875	59611

Teaching experience	Level 4	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	45780	46352	46931	49331	51304	51945	52594
2	48066	48667	49275	51675	53742	54414	55094
3	50351	50980	51617	54017	56178	56880	57591
4	52643	53301	53967	56367	58622	59355	60097
5	54927	55614	56309	58709	61057	61820	62593
6	57210	57925	58649	61049	63491	64285	65089
7	59507	60251	61004	63404	65940	66764	67599
8	61785	62557	63339	65739	68369	69224	70089
9	64068	64869	65680	68080	70803	71688	72584
10	66375	67205	68045	70445	73263	74179	75106

Teaching experience	Level 5	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	49732	50354	50983	53383	55518	56212	56915
2	51972	52622	53280	55680	57907	58631	59364
3	54197	54874	55560	57960	60278	61031	61794
4	56442	57148	57862	60262	62672	63455	64248
5	58669	59402	60145	62545	65047	65860	66683
6	60901	61662	62433	64833	67426	68269	69122
7	63135	63924	64723	67123	69808	70681	71565
8	65364	66181	67008	69408	72184	73086	74000
9	67599	68444	69300	71700	74568	75500	76444
10	69829	70702	71586	73986	76945	77907	78881

Teaching experience	Level 6	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	52604	53262	53928	56328	58581	59313	60054
2	54841	55527	56221	58621	60966	61728	62500
3	57073	57786	58508	60908	63344	64136	64938
4	59309	60050	60801	63201	65729	66551	67383
5	61543	62312	63091	65491	68111	68962	69824
6	63772	64569	65376	67776	70487	71368	72260
7	66005	66830	67665	70065	72868	73779	74701
8	68243	69096	69960	72360	75254	76195	77147
9	70472	71353	72245	74645	77631	78601	79584
10	72695	73604	74524	76924	80001	81001	82014

**Elementary and Secondary Teaching Sub-Group (ED-EST) annual rates of pay (in dollars)
Alberta**

10 month pay plan

Teaching experience	Level 1	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	30956	31343	31735	34135	35500	35944	36393
2	32651	33059	33472	35872	37307	37773	38245
3	34343	34772	35207	37607	39111	39600	40095
4	36029	36479	36935	39335	40908	41419	41937
5	37729	38201	38679	41079	42722	43256	43797
6	39420	39913	40412	42812	44524	45081	45645
7	41109	41623	42143	44543	46325	46904	47490
8	42793	43328	43870	46270	48121	48723	49332

Teaching experience	Level 2	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	34641	35074	35512	37912	39428	39921	40420
2	36807	37267	37733	40133	41738	42260	42788
3	38977	39464	39957	42357	44051	44602	45160
4	41145	41659	42180	44580	46363	46943	47530
5	43306	43847	44395	46795	48667	49275	49891
6	45469	46037	46612	49012	50972	51609	52254
7	47632	48227	48830	51230	53279	53945	54619
8	49796	50418	51048	53448	55586	56281	56985
9	51958	52607	53265	55665	57892	58616	59349

Teaching experience	Level 3	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	40512	41018	41531	43931	45688	46259	46837
2	42679	43212	43752	46152	47998	48598	49205
3	44846	45407	45975	48375	50310	50939	51576
4	47007	47595	48190	50590	52614	53272	53938
5	49174	49789	50411	52811	54923	55610	56305
6	51341	51983	52633	55033	57234	57949	58673
7	53502	54171	54848	57248	59538	60282	61036
8	55672	56368	57073	59473	61852	62625	63408
9	57828	58551	59283	61683	64150	64952	65764

Teaching experience	Level 4	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	46861	47447	48040	50440	52458	53114	53778
2	49445	50063	50689	53089	55213	55903	56602
3	52040	52691	53350	55750	57980	58705	59439
4	54635	55318	56009	58409	60745	61504	62273
5	57229	57944	58668	61068	63511	64305	65109
6	59821	60569	61326	63726	66275	67103	67942
7	62415	63195	63985	66385	69040	69903	70777
8	65002	65815	66638	69038	71800	72698	73607
9	67598	68443	69299	71699	74567	75499	76443
10	70188	71065	71953	74353	77327	78294	79273

Teaching experience	Level 5	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	49431	50049	50675	53075	55198	55888	56587
2	52054	52705	53364	55764	57995	58720	59454
3	54676	55359	56051	58451	60789	61549	62318
4	57301	58017	58742	61142	63588	64383	65188
5	59930	60679	61437	63837	66390	67220	68060
6	62555	63337	64129	66529	69190	70055	70931
7	65172	65987	66812	69212	71980	72880	73791
8	67793	68640	69498	71898	74774	75709	76655
9	70421	71301	72192	74592	77576	78546	79528
10	73042	73955	74879	77279	80370	81375	82392

Teaching experience	Level 6	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	52366	53021	53684	56084	58327	59056	59794
2	54984	55671	56367	58767	61118	61882	62656
3	57613	58333	59062	61462	63920	64719	65528
4	60234	60987	61749	64149	66715	67549	68393
5	62859	63645	64441	66841	69515	70384	71264
6	65479	66297	67126	69526	72307	73211	74126
7	68104	68955	69817	72217	75106	76045	76996
8	70726	71610	72505	74905	77901	78875	79861
9	73351	74268	75196	77596	80700	81709	82730
10	75980	76930	77892	80292	83504	84548	85605

**Elementary and Secondary Teaching Sub-Group (ED-EST) annual rates of pay (in dollars)
British Columbia**

10 month pay plan

Teaching experience	Level 1	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	34677	35110	35549	37949	39467	39960	40460
2	36467	36923	37385	39785	41376	41893	42417
3	38264	38742	39226	41626	43291	43832	44380
4	40064	40565	41072	43472	45211	45776	46348
5	41853	42376	42906	45306	47118	47707	48303
6	43647	44193	44745	47145	49031	49644	50265
7	45439	46007	46582	48982	50941	51578	52223
8	47234	47824	48422	50822	52855	53516	54185

Teaching experience	Level 2	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	37725	38197	38674	41074	42717	43251	43792
2	39492	39986	40486	42886	44601	45159	45723
3	41256	41772	42294	44694	46482	47063	47651
4	43025	43563	44108	46508	48368	48973	49585
5	44785	45345	45912	48312	50244	50872	51508
6	46552	47134	47723	50123	52128	52780	53440
7	48318	48922	49534	51934	54011	54686	55370
8	50084	50710	51344	53744	55894	56593	57300
9	51849	52497	53153	55553	57775	58497	59228

Teaching experience	Level 3	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	41940	42464	42995	45395	47211	47801	48399
2	44332	44886	45447	47847	49761	50383	51013
3	46723	47307	47898	50298	52310	52964	53626
4	49118	49732	50354	52754	54864	55550	56244
5	51508	52152	52804	55204	57412	58130	58857
6	53900	54574	55256	57656	59962	60712	61471
7	56294	56998	57710	60110	62514	63295	64086
8	58684	59418	60161	62561	65063	65876	66699
9	61077	61840	62613	65013	67614	68459	69315

Teaching experience	Level 4	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	45138	45702	46273	48673	50620	51253	51894
2	47656	48252	48855	51255	53305	53971	54646
3	50169	50796	51431	53831	55984	56684	57393
4	52684	53343	54010	56410	58666	59399	60141
5	55199	55889	56588	58988	61348	62115	62891
6	57717	58438	59168	61568	64031	64831	65641
7	60233	60986	61748	64148	66714	67548	68392
8	62747	63531	64325	66725	69394	70261	71139
9	65264	66080	66906	69306	72078	72979	73891
10	67782	68629	69487	71887	74762	75697	76643
11	70297	71176	72066	74466	77445	78413	79393

Teaching experience	Level 5	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	48520	49127	49741	52141	54227	54905	55591
2	51337	51979	52629	55029	57230	57945	58669
3	54156	54833	55518	57918	60235	60988	61750
4	56968	57680	58401	60801	63233	64023	64823
5	59787	60534	61291	63691	66239	67067	67905
6	62603	63386	64178	66578	69241	70107	70983
7	65421	66239	67067	69467	72246	73149	74063
8	68244	69097	69961	72361	75255	76196	77148
9	71058	71946	72845	75245	78255	79233	80223
10	73879	74802	75737	78137	81262	82278	83306
11	76694	77653	78624	81024	84265	85318	86384

Teaching experience	Level 6	1/7/14	1/7/15	X	Y	1/7/16	1/7/17
1	52503	53159	53823	56223	58472	59203	59943
2	55204	55894	56593	58993	61353	62120	62897
3	57908	58632	59365	61765	64236	65039	65852
4	60618	61376	62143	64543	67125	67964	68814
5	63322	64114	64915	67315	70008	70883	71769
6	66035	66860	67696	70096	72900	73811	74734
7	68738	69597	70467	72867	75782	76729	77688
8	71444	72337	73241	75641	78667	79650	80646
9	74151	75078	76016	78416	81553	82572	83604
10	76859	77820	78793	81193	84441	85497	86566
11	79562	80557	81564	83964	87323	88415	89520

Elementary and Secondary Teaching Sub-Group (ED-EST) Guidance and Vocational Counsellor annual rates of pay (in dollars)

Table legend

X) Restructure effective July 1, 2016

Maritimes

Indian and Northern Affairs Canada 12 month pay plan

Teaching experience	Level 1	1/7/14	1/7/15	X	1/7/16	1/7/17
1	32000	32400	32805	34117	34543	34975
2	33863	34286	34715	36104	36555	37012
3	35731	36178	36630	38095	38571	39053
4	37580	38050	38526	40067	40568	41075
5	39446	39939	40438	42056	42582	43114
6	41312	41828	42351	44045	44596	45153
7	43167	43707	44253	46023	46598	47180
8	45030	45593	46163	48010	48610	49218

Teaching experience	Level 2	1/7/14	1/7/15	X	1/7/16	1/7/17
1	33898	34322	34751	36141	36593	37050
2	35802	36250	36703	38171	38648	39131
3	37717	38188	38665	40212	40715	41224
4	39625	40120	40622	42247	42775	43310
5	41538	42057	42583	44286	44840	45401
6	43449	43992	44542	46324	46903	47489
7	45358	45925	46499	48359	48963	49575
8	47267	47858	48456	50394	51024	51662
9	49199	49814	50437	52454	53110	53774

Teaching experience	Level 3	1/7/14	1/7/15	X	1/7/16	1/7/17
1	39093	39582	40077	41680	42201	42729
2	41014	41527	42046	43728	44275	44828
3	42948	43485	44029	45790	46362	46942
4	44865	45426	45994	47834	48432	49037
5	46797	47382	47974	49893	50517	51148
6	48719	49328	49945	51943	52592	53249
7	50641	51274	51915	53992	54667	55350
8	52572	53229	53894	56050	56751	57460
9	54497	55178	55868	58103	58829	59564

Teaching experience	Level 4	1/7/14	1/7/15	X	1/7/16	1/7/17
1	45667	46238	46816	48689	49298	49914
2	48031	48631	49239	51209	51849	52497
3	50381	51011	51649	53715	54386	55066
4	52740	53399	54066	56229	56932	57644
5	55097	55786	56483	58742	59476	60219
6	57454	58172	58899	61255	62021	62796
7	59811	60559	61316	63769	64566	65373
8	62172	62949	63736	66285	67114	67953
9	64528	65335	66152	68798	69658	70529
10	66867	67703	68549	71291	72182	73084

Teaching experience	Level 5	1/7/14	1/7/15	X	1/7/16	1/7/17
1	50227	50855	51491	53551	54220	54898
2	52943	53605	54275	56446	57152	57866
3	55653	56349	57053	59335	60077	60828
4	58367	59097	59836	62229	63007	63795
5	61070	61833	62606	65110	65924	66748
6	63784	64581	65388	68004	68854	69715
7	66489	67320	68162	70888	71774	72671
8	69199	70064	70940	73778	74700	75634
9	71911	72810	73720	76669	77627	78597
10	74607	75540	76484	79543	80537	81544

Teaching experience	Level 6	1/7/14	1/7/15	X	1/7/16	1/7/17
1	53115	53779	54451	56629	57337	58054
2	55825	56523	57230	59519	60263	61016
3	58536	59268	60009	62409	63189	63979
4	61246	62012	62787	65298	66114	66940
5	63954	64753	65562	68184	69036	69899
6	66668	67501	68345	71079	71967	72867
7	69377	70244	71122	73967	74892	75828
8	72080	72981	73893	76849	77810	78783
9	74794	75729	76676	79743	80740	81749
10	77490	78459	79440	82618	83651	84697

Elementary and Secondary Teaching Sub-Group (ED-EST) Guidance and Vocational Counsellor annual rates of pay (in dollars)

Quebec

Indian and Northern Affairs Canada 12 month pay plan

Teaching experience	Level 1	1/7/14	1/7/15	X	1/7/16	1/7/17
1	34234	34662	35095	36499	36955	37417
2	36674	37132	37596	39100	39589	40084
3	39113	39602	40097	41701	42222	42750
4	41554	42073	42599	44303	44857	45418
5	43996	44546	45103	46907	47493	48087
6	46436	47016	47604	49508	50127	50754
7	48879	49490	50109	52113	52764	53424
8	51321	51963	52613	54718	55402	56095
9	53757	54429	55109	57313	58029	58754
10	56200	56903	57614	59919	60668	61426

Teaching experience	Level 2	1/7/14	1/7/15	X	1/7/16	1/7/17
1	36893	37354	37821	39334	39826	40324
2	39113	39602	40097	41701	42222	42750
3	41332	41849	42372	44067	44618	45176
4	43549	44093	44644	46430	47010	47598
5	45771	46343	46922	48799	49409	50027
6	47991	48591	49198	51166	51806	52454
7	50205	50833	51468	53527	54196	54873
8	52429	53084	53748	55898	56597	57304
9	54645	55328	56020	58261	58989	59726
10	56850	57561	58281	60612	61370	62137
11	59062	59800	60548	62970	63757	64554

Teaching experience	Level 3	1/7/14	1/7/15	X	1/7/16	1/7/17
1	39902	40401	40906	42542	43074	43612
2	42189	42716	43250	44980	45542	46111
3	44476	45032	45595	47419	48012	48612
4	46758	47342	47934	49851	50474	51105
5	49040	49653	50274	52285	52939	53601
6	51335	51977	52627	54732	55416	56109
7	53617	54287	54966	57165	57880	58604
8	55901	56600	57308	59600	60345	61099
9	58188	58915	59651	62037	62812	63597
10	60456	61212	61977	64456	65262	66078

Teaching experience	Level 4	1/7/14	1/7/15	X	1/7/16	1/7/17
1	43404	43947	44496	46276	46854	47440
2	45564	46134	46711	48579	49186	49801
3	47720	48317	48921	50878	51514	52158
4	49878	50501	51132	53177	53842	54515
5	52028	52678	53336	55469	56162	56864
6	54186	54863	55549	57771	58493	59224
7	56341	57045	57758	60068	60819	61579
8	58498	59229	59969	62368	63148	63937
9	60650	61408	62176	64663	65471	66289
10	62812	63597	64392	66968	67805	68653
11	64961	65773	66595	69259	70125	71002
12	67113	67952	68801	71553	72447	73353

Teaching experience	Level 5	1/7/14	1/7/15	X	1/7/16	1/7/17
1	47420	48013	48613	50558	51190	51830
2	49666	50287	50916	52953	53615	54285
3	51910	52559	53216	55345	56037	56737
4	54151	54828	55513	57734	58456	59187
5	56399	57104	57818	60131	60883	61644
6	58640	59373	60115	62520	63302	64093
7	60885	61646	62417	64914	65725	66547
8	63126	63915	64714	67303	68144	68996
9	65371	66188	67015	69696	70567	71449
10	67615	68460	69316	72089	72990	73902
11	69870	70743	71627	74492	75423	76366
12	72113	73014	73927	76884	77845	78818

Teaching experience	Level 1	1/7/14	1/7/15	X	1/7/16	1/7/17
1	51367	52009	52659	54765	55450	56143
2	53878	54551	55233	57442	58160	58887
3	56382	57087	57801	60113	60864	61625
4	58889	59625	60370	62785	63570	64365
5	61394	62161	62938	65456	66274	67102
6	63897	64696	65505	68125	68977	69839
7	66393	67223	68063	70786	71671	72567
8	68903	69764	70636	73461	74379	75309
9	71410	72303	73207	76135	77087	78051
10	73911	74835	75770	78801	79786	80783
11	76422	77377	78344	81478	82496	83527
12	78924	79911	80910	84146	85198	86263

Elementary and Secondary Teaching Sub-Group (ED-EST) Guidance and Vocational Counsellor annual rates of pay (in dollars)

Ontario

Indian and Northern Affairs Canada 12 month pay plan

Teaching experience	Level 1	1/7/14	1/7/15	X	1/7/16	1/7/17
1	37025	37488	37957	39475	39968	40468
2	38544	39026	39514	41095	41609	42129
3	40063	40564	41071	42714	43248	43789
4	41573	42093	42619	44324	44878	45439
5	43100	43639	44184	45951	46525	47107
6	44615	45173	45738	47568	48163	48765
7	46133	46710	47294	49186	49801	50424
8	47642	48238	48841	50795	51430	52073

Teaching experience	Level 2	1/7/14	1/7/15	X	1/7/16	1/7/17
1	41705	42226	42754	44464	45020	45583
2	43863	44411	44966	46765	47350	47942
3	46025	46600	47183	49070	49683	50304
4	48182	48784	49394	51370	52012	52662
5	50344	50973	51610	53674	54345	55024
6	52506	53162	53827	55980	56680	57389
7	54664	55347	56039	58281	59010	59748
8	56818	57528	58247	60577	61334	62101
9	58970	59707	60453	62871	63657	64453

Teaching experience	Level 3	1/7/14	1/7/15	X	1/7/16	1/7/17
1	43574	44119	44670	46457	47038	47626
2	45960	46535	47117	49002	49615	50235
3	48344	48948	49560	51542	52186	52838
4	50729	51363	52005	54085	54761	55446
5	53114	53778	54450	56628	57336	58053
6	55500	56194	56896	59172	59912	60661
7	57886	58610	59343	61717	62488	63269
8	60273	61026	61789	64261	65064	65877
9	62657	63440	64233	66802	67637	68482
10	65057	65870	66693	69361	70228	71106

Teaching experience	Level 4	1/7/14	1/7/15	X	1/7/16	1/7/17
1	49489	50108	50734	52763	53423	54091
2	52104	52755	53414	55551	56245	56948
3	54715	55399	56091	58335	59064	59802
4	57332	58049	58775	61126	61890	62664
5	59941	60690	61449	63907	64706	65515
6	62558	63340	64132	66697	67531	68375
7	65172	65987	66812	69484	70353	71232
8	67783	68630	69488	72268	73171	74086
9	70399	71279	72170	75057	75995	76945
10	73001	73914	74838	77832	78805	79790

Teaching experience	Level 5	1/7/14	1/7/15	X	1/7/16	1/7/17
1	51778	52425	53080	55203	55893	56592
2	54405	55085	55774	58005	58730	59464
3	57048	57761	58483	60822	61582	62352
4	59674	60420	61175	63622	64417	65222
5	62309	63088	63877	66432	67262	68103
6	64943	65755	66577	69240	70106	70982
7	67574	68419	69274	72045	72946	73858
8	70204	71082	71971	74850	75786	76733
9	72838	73748	74670	77657	78628	79611
10	75453	76396	77351	80445	81451	82469

Teaching experience	Level 6	1/7/14	1/7/15	X	1/7/16	1/7/17
1	55850	56548	57255	59545	60289	61043
2	59151	59890	60639	63065	63853	64651
3	62447	63228	64018	66579	67411	68254
4	65746	66568	67400	70096	70972	71859
5	69048	69911	70785	73616	74536	75468
6	72342	73246	74162	77128	78092	79068
7	75636	76581	77538	80640	81648	82669
8	78891	79877	80875	84110	85161	86226
9	81826	82849	83885	87240	88331	89435
10	84763	85823	86896	90372	91502	92646

Elementary and Secondary Teaching Sub-Group (ED-EST) Guidance and Vocational Counsellor annual rates of pay (in dollars)

Manitoba

Indian and Northern Affairs Canada 12 month pay plan

Teaching experience	Level 1	1/7/14	1/7/15	X	1/7/16	1/7/17
1	36002	36452	36908	38384	38864	39350
2	37415	37883	38357	39891	40390	40895
3	38830	39315	39806	41398	41915	42439
4	40243	40746	41255	42905	43441	43984
5	41662	42183	42710	44418	44973	45535
6	43076	43614	44159	45925	46499	47080
7	44490	45046	45609	47433	48026	48626
8	45915	46489	47070	48953	49565	50185

Teaching experience	Level 2	1/7/14	1/7/15	X	1/7/16	1/7/17
1	39355	39847	40345	41959	42483	43014
2	40820	41330	41847	43521	44065	44616
3	42301	42830	43365	45100	45664	46235
4	43773	44320	44874	46669	47252	47843
5	45253	45819	46392	48248	48851	49462
6	46725	47309	47900	49816	50439	51069
7	48202	48805	49415	51392	52034	52684
8	49682	50303	50932	52969	53631	54301
9	51166	51806	52454	54552	55234	55924

Teaching experience	Level 3	1/7/14	1/7/15	X	1/7/16	1/7/17
1	43486	44030	44580	46363	46943	47530
2	45248	45814	46387	48242	48845	49456
3	47018	47606	48201	50129	50756	51390
4	48775	49385	50002	52002	52652	53310
5	50546	51178	51818	53891	54565	55247
6	52314	52968	53630	55775	56472	57178
7	54080	54756	55440	57658	58379	59109
8	55840	56538	57245	59535	60279	61032
9	57611	58331	59060	61422	62190	62967

Teaching experience	Level 4	1/7/14	1/7/15	X	1/7/16	1/7/17
1	53694	54365	55045	57247	57963	58688
2	56369	57074	57787	60098	60849	61610
3	59045	59783	60530	62951	63738	64535
4	61715	62486	63267	65798	66620	67453
5	64394	65199	66014	68655	69513	70382
6	67061	67899	68748	71498	72392	73297
7	69729	70601	71484	74343	75272	76213
8	72406	73311	74227	77196	78161	79138
9	75077	76015	76965	80044	81045	82058
10	77755	78727	79711	82899	83935	84984

Teaching experience	Level 5	1/7/14	1/7/15	X	1/7/16	1/7/17
1	57186	57901	58625	60970	61732	62504
2	59862	60610	61368	63823	64621	65429
3	62545	63327	64119	66684	67518	68362
4	65219	66034	66859	69533	70402	71282
5	67904	68753	69612	72396	73301	74217
6	70580	71462	72355	75249	76190	77142
7	73267	74183	75110	78114	79090	80079
8	75943	76892	77853	80967	81979	83004
9	78604	79587	80582	83805	84853	85914
10	80998	82010	83035	86356	87435	88528

Teaching experience	Level 6	1/7/14	1/7/15	X	1/7/16	1/7/17
1	60258	61011	61774	64245	65048	65861
2	63125	63914	64713	67302	68143	68995
3	65995	66820	67655	70361	71241	72132
4	68868	69729	70601	73425	74343	75272
5	71733	72630	73538	76480	77436	78404
6	74607	75540	76484	79543	80537	81544
7	77471	78439	79419	82596	83628	84673
8	80142	81144	82158	85444	86512	87593
9	82697	83731	84778	88169	89271	90387
10	85252	86318	87397	90893	92029	93179

Elementary and Secondary Teaching Sub-Group (ED-EST) Guidance and Vocational Counsellor annual rates of pay (in dollars)

Saskatchewan

Indian and Northern Affairs Canada 12 month pay plan

Teaching experience	Level 1	1/7/14	1/7/15	X	1/7/16	1/7/17
1	32945	33357	33774	35125	35564	36009
2	34639	35072	35510	36930	37392	37859
3	36335	36789	37249	38739	39223	39713
4	38024	38499	38980	40539	41046	41559
5	39720	40217	40720	42349	42878	43414
6	41410	41928	42452	44150	44702	45261
7	43107	43646	44192	45960	46535	47117
8	44809	45369	45936	47773	48370	48975

Teaching experience	Level 2	1/7/14	1/7/15	X	1/7/16	1/7/17
1	37203	37668	38139	39665	40161	40663
2	39298	39789	40286	41897	42421	42951
3	41398	41915	42439	44137	44689	45248
4	43487	44031	44581	46364	46944	47531
5	45586	46156	46733	48602	49210	49825
6	47683	48279	48882	50837	51472	52115
7	49776	50398	51028	53069	53732	54404
8	51873	52521	53178	55305	55996	56696
9	53955	54629	55312	57524	58243	58971

Teaching experience	Level 3	1/7/14	1/7/15	X	1/7/16	1/7/17
1	41693	42214	42742	44452	45008	45571
2	43751	44298	44852	46646	47229	47819
3	45813	46386	46966	48845	49456	50074
4	47879	48477	49083	51046	51684	52330
5	49941	50565	51197	53245	53911	54585
6	52006	52656	53314	55447	56140	56842
7	54060	54736	55420	57637	58357	59086
8	56121	56823	57533	59834	60582	61339
9	58205	58933	59670	62057	62833	63618

Teaching experience	Level 4	1/7/14	1/7/15	X	1/7/16	1/7/17
1	51054	51692	52338	54432	55112	55801
2	53601	54271	54949	57147	57861	58584
3	56160	56862	57573	59876	60624	61382
4	58708	59442	60185	62592	63374	64166
5	61257	62023	62798	65310	66126	66953
6	63813	64611	65419	68036	68886	69747
7	66361	67191	68031	70752	71636	72531
8	68921	69783	70655	73481	74400	75330
9	71471	72364	73269	76200	77153	78117
10	74000	74925	75862	78896	79882	80881

Teaching experience	Level 5	1/7/14	1/7/15	X	1/7/16	1/7/17
1	55460	56153	56855	59129	59868	60616
2	57950	58674	59407	61783	62555	63337
3	60439	61194	61959	64437	65242	66058
4	62926	63713	64509	67089	67928	68777
5	65417	66235	67063	69746	70618	71501
6	67912	68761	69621	72406	73311	74227
7	70402	71282	72173	75060	75998	76948
8	72888	73799	74721	77710	78681	79665
9	75373	76315	77269	80360	81365	82382
10	77860	78833	79818	83011	84049	85100

Teaching experience	Level 6	1/7/14	1/7/15	X	1/7/16	1/7/17
1	58659	59392	60134	62539	63321	64113
2	61146	61910	62684	65191	66006	66831
3	63640	64436	65241	67851	68699	69558
4	66131	66958	67795	70507	71388	72280
5	68614	69472	70340	73154	74068	74994
6	71104	71993	72893	75809	76757	77716
7	73596	74516	75447	78465	79446	80439
8	76090	77041	78004	81124	82138	83165
9	78575	79557	80551	83773	84820	85880
10	80972	81984	83009	86329	87408	88501

Elementary and Secondary Teaching Sub-Group (ED-EST) Guidance and Vocational Counsellor annual rates of pay (in dollars)

Saskatchewan

Indian and Northern Affairs Canada 12 month pay plan

Teaching experience	Level 1	1/7/14	1/7/15	X	1/7/16	1/7/17
1	33420	33838	34261	35631	36076	36527
2	35251	35692	36138	37584	38054	38530
3	37072	37535	38004	39524	40018	40518
4	38905	39391	39883	41478	41996	42521
5	40726	41235	41750	43420	43963	44513
6	42552	43084	43623	45368	45935	46509
7	44381	44936	45498	47318	47909	48508
8	46207	46785	47370	49265	49881	50505

Teaching experience	Level 2	1/7/14	1/7/15	X	1/7/16	1/7/17
1	37403	37871	38344	39878	40376	40881
2	39738	40235	40738	42368	42898	43434
3	42078	42604	43137	44862	45423	45991
4	44413	44968	45530	47351	47943	48542
5	46748	47332	47924	49841	50464	51095
6	49084	49698	50319	52332	52986	53648
7	51420	52063	52714	54823	55508	56202
8	53757	54429	55109	57313	58029	58754
9	56094	56795	57505	59805	60553	61310

Teaching experience	Level 3	1/7/14	1/7/15	X	1/7/16	1/7/17
1	43742	44289	44843	46637	47220	47810
2	46067	46643	47226	49115	49729	50351
3	48404	49009	49622	51607	52252	52905
4	50742	51376	52018	54099	54775	55460
5	53076	53739	54411	56587	57294	58010
6	55417	56110	56811	59083	59822	60570
7	57751	58473	59204	61572	62342	63121
8	60080	60831	61591	64055	64856	65667
9	62430	63210	64000	66560	67392	68234

Teaching experience	Level 4	1/7/14	1/7/15	X	1/7/16	1/7/17
1	50590	51222	51862	53936	54610	55293
2	53385	54052	54728	56917	57628	58348
3	56179	56881	57592	59896	60645	61403
4	58984	59721	60468	62887	63673	64469
5	61781	62553	63335	65868	66691	67525
6	64575	65382	66199	68847	69708	70579
7	67371	68213	69066	71829	72727	73636
8	70171	71048	71936	74813	75748	76695
9	72973	73885	74809	77801	78774	79759
10	75777	76724	77683	80790	81800	82823

Teaching experience	Level 5	1/7/14	1/7/15	X	1/7/16	1/7/17
1	53366	54033	54708	56896	57607	58327
2	56209	56912	57623	59928	60677	61435
3	59037	59775	60522	62943	63730	64527
4	61867	62640	63423	65960	66785	67620
5	64707	65516	66335	68988	69850	70723
6	67541	68385	69240	72010	72910	73821
7	70373	71253	72144	75030	75968	76918
8	73204	74119	75045	78047	79023	80011
9	76035	76985	77947	81065	82078	83104
10	78862	79848	80846	84080	85131	86195

Teaching experience	Level 6	1/7/14	1/7/15	X	1/7/16	1/7/17
1	56532	57239	57954	60272	61025	61788
2	59368	60110	60861	63295	64086	64887
3	62201	62979	63766	66317	67146	67985
4	65035	65848	66671	69338	70205	71083
5	67868	68716	69575	72358	73262	74178
6	70702	71586	72481	75380	76322	77276
7	73538	74457	75388	78404	79384	80376
8	76366	77321	78288	81420	82438	83468
9	79197	80187	81189	84437	85492	86561
10	81768	82790	83825	87178	88268	89371

Elementary and Secondary Teaching Sub-Group (ED-EST) Guidance and Vocational Counsellor annual rates of pay (in dollars)

British Columbia

Indian and Northern Affairs Canada 12 month pay plan

Teaching experience	Level 1	1/7/14	1/7/15	X	1/7/16	1/7/17
1	38045	38521	39003	40563	41070	41583
2	40013	40513	41019	42660	43193	43733
3	41981	42506	43037	44758	45317	45883
4	43946	44495	45051	46853	47439	48032
5	45914	46488	47069	48952	49564	50184
6	47883	48482	49088	51052	51690	52336
7	49850	50473	51104	53148	53812	54485
8	51819	52467	53123	55248	55939	56638

Teaching experience	Level 2	1/7/14	1/7/15	X	1/7/16	1/7/17
1	41389	41906	42430	44127	44679	45237
2	43322	43864	44412	46188	46765	47350
3	45260	45826	46399	48255	48858	49469
4	47196	47786	48383	50318	50947	51584
5	49133	49747	50369	52384	53039	53702
6	51067	51705	52351	54445	55126	55815
7	53007	53670	54341	56515	57221	57936
8	54942	55629	56324	58577	59309	60050
9	56879	57590	58310	60642	61400	62168

Teaching experience	Level 3	1/7/14	1/7/15	X	1/7/16	1/7/17
1	46006	46581	47163	49050	49663	50284
2	48633	49241	49857	51851	52499	53155
3	51256	51897	52546	54648	55331	56023
4	53882	54556	55238	57448	58166	58893
5	56506	57212	57927	60244	60997	61759
6	59135	59874	60622	63047	63835	64633
7	61753	62525	63307	65839	66662	67495
8	64376	65181	65996	68636	69494	70363
9	67003	67841	68689	71437	72330	73234

Teaching experience	Level 4	1/7/14	1/7/15	X	1/7/16	1/7/17
1	49470	50088	50714	52743	53402	54070
2	52180	52832	53492	55632	56327	57031
3	54888	55574	56269	58520	59252	59993
4	57599	58319	59048	61410	62178	62955
5	60310	61064	61827	64300	65104	65918
6	63014	63802	64600	67184	68024	68874
7	65718	66539	67371	70066	70942	71829
8	68432	69287	70153	72959	73871	74794
9	71137	72026	72926	75843	76791	77751
10	73845	74768	75703	78731	79715	80711
11	76554	77511	78480	81619	82639	83672

Teaching experience	Level 5	1/7/14	1/7/15	X	1/7/16	1/7/17
1	53106	53770	54442	56620	57328	58045
2	56078	56779	57489	59789	60536	61293
3	59049	59787	60534	62955	63742	64539
4	62017	62792	63577	66120	66947	67784
5	64988	65800	66623	69288	70154	71031
6	67958	68807	69667	72454	73360	74277
7	70929	71816	72714	75623	76568	77525
8	73896	74820	75755	78785	79770	80767
9	76867	77828	78801	81953	82977	84014
10	79833	80831	81841	85115	86179	87256
11	82808	83843	84891	88287	89391	90508

Teaching experience	Level 6	1/7/14	1/7/15	X	1/7/16	1/7/17
1	57446	58164	58891	61247	62013	62788
2	60267	61020	61783	64254	65057	65870
3	63085	63874	64672	67259	68100	68951
4	65896	66720	67554	70256	71134	72023
5	68707	69566	70436	73253	74169	75096
6	71528	72422	73327	76260	77213	78178
7	74341	75270	76211	79259	80250	81253
8	77156	78120	79097	82261	83289	84330
9	79969	80969	81981	85260	86326	87405
10	82788	83823	84871	88266	89369	90486
11	85605	86675	87758	91268	92409	93564

Annex “A1-2”**Elementary and Secondary Teaching Sub-Group (ED-EST) annual rates of pay
(in dollars)****Table legend**

X) Restructure effective July 1, 2016

Ontario**Teachers, Indian and Northern Affairs Canada 10 month pay plan**

Teaching experience	Level 1	1/7/14	1/7/15	X	1/7/16	1/7/17
0	34017	34442	34873	35919	36368	36823
1	36739	37198	37663	38793	39278	39769
2	38250	38728	39212	40388	40893	41404
3	39753	40250	40753	41976	42501	43032
4	41257	41773	42295	43564	44109	44660
5	42772	43307	43848	45163	45728	46300
6	44272	44825	45385	46747	47331	47923
7	45776	46348	46927	48335	48939	49551
8	47282	47873	48471	49925	50549	51181

Teaching experience	Level 2	1/7/14	1/7/15	X	1/7/16	1/7/17
0	38316	38795	39280	40458	40964	41476
1	41383	41900	42424	43697	44243	44796
2	43532	44076	44627	45966	46541	47123
3	45676	46247	46825	48230	48833	49443
4	47818	48416	49021	50492	51123	51762
5	49964	50589	51221	52758	53417	54085
6	52106	52757	53416	55018	55706	56402
7	54250	54928	55615	57283	57999	58724
8	56400	57105	57819	59554	60298	61052
9	58526	59258	59999	61799	62571	63353

Teaching experience	Level 3	1/7/14	1/7/15	X	1/7/16	1/7/17
0	40040	40541	41048	42279	42807	43342
1	43245	43786	44333	45663	46234	46812
2	45613	46183	46760	48163	48765	49375
3	47983	48583	49190	50666	51299	51940
4	50352	50981	51618	53167	53832	54505
5	52721	53380	54047	55668	56364	57069
6	55087	55776	56473	58167	58894	59630
7	57457	58175	58902	60669	61427	62195
8	59826	60574	61331	63171	63961	64761
9	62200	62978	63765	65678	66499	67330
10	64561	65368	66185	68171	69023	69886

Teaching experience	Level 4	1/7/14	1/7/15	X	1/7/16	1/7/17
0	45467	46035	46610	48008	48608	49216
1	49104	49718	50339	51849	52497	53153
2	51703	52349	53003	54593	55275	55966
3	54293	54972	55659	57329	58046	58772
4	56885	57596	58316	60065	60816	61576
5	59487	60231	60984	62814	63599	64394
6	62080	62856	63642	65551	66370	67200
7	64673	65481	66300	68289	69143	70007
8	67272	68113	68964	71033	71921	72820
9	69863	70736	71620	73769	74691	75625
10	72454	73360	74277	76505	77461	78429

Teaching experience	Level 5	1/7/14	1/7/15	X	1/7/16	1/7/17
0	47574	48169	48771	50234	50862	51498
1	51381	52023	52673	54253	54931	55618
2	53990	54665	55348	57008	57721	58443
3	56598	57305	58021	59762	60509	61265
4	59209	59949	60698	62519	63300	64091
5	61822	62595	63377	65278	66094	66920
6	64425	65230	66045	68026	68876	69737
7	67043	67881	68730	70792	71677	72573
8	69653	70524	71406	73548	74467	75398
9	72258	73161	74076	76298	77252	78218
10	74880	75816	76764	79067	80055	81056

Teaching experience	Level 6	1/7/14	1/7/15	X	1/7/16	1/7/17
0	51320	51962	52612	54190	54867	55553
1	55427	56120	56822	58527	59259	60000
2	58689	59423	60166	61971	62746	63530
3	61966	62741	63525	65431	66249	67077
4	65238	66053	66879	68885	69746	70618
5	68511	69367	70234	72341	73245	74161
6	71779	72676	73584	75792	76739	77698
7	75052	75990	76940	79248	80239	81242
8	78472	79453	80446	82859	83895	84944
9	81584	82604	83637	86146	87223	88313
10	84866	85927	87001	89611	90731	91865

**Elementary and Secondary Teaching Sub-Group (ED-EST) annual rates of pay (in dollars)
Alberta**

Teachers, Indian and Northern Affairs Canada 10 month pay plan

Teaching experience	Level 1	1/7/14	1/7/15	X	1/7/16	1/7/17
0	30956	31343	31735	32687	33096	33510
1	34053	34479	34910	35957	36406	36861
2	35915	36364	36819	37924	38398	38878
3	37776	38248	38726	39888	40387	40892
4	39632	40127	40629	41848	42371	42901
5	41500	42019	42544	43820	44368	44923
6	43361	43903	44452	45786	46358	46937
7	45219	45784	46356	47747	48344	48948
8	47074	47662	48258	49706	50327	50956

Teaching experience	Level 2	1/7/14	1/7/15	X	1/7/16	1/7/17
0	34641	35074	35512	36577	37034	37497
1	38107	38583	39065	40237	40740	41249
2	40489	40995	41507	42752	43286	43827
3	42873	43409	43952	45271	45837	46410
4	45259	45825	46398	47790	48387	48992
5	47636	48231	48834	50299	50928	51565
6	50018	50643	51276	52814	53474	54142
7	52394	53049	53712	55323	56015	56715
8	54779	55464	56157	57842	58565	59297
9	57153	57867	58590	60348	61102	61866

Teaching experience	Level 3	1/7/14	1/7/15	X	1/7/16	1/7/17
0	40512	41018	41531	42777	43312	43853
1	44564	45121	45685	47056	47644	48240
2	46947	47534	48128	49572	50192	50819
3	49333	49950	50574	52091	52742	53401
4	51707	52353	53007	54597	55279	55970
5	54093	54769	55454	57118	57832	58555
6	56475	57181	57896	59633	60378	61133
7	58852	59588	60333	62143	62920	63707
8	61237	62002	62777	64660	65468	66286
9	63611	64406	65211	67167	68007	68857

Teaching experience	Level 4	1/7/14	1/7/15	X	1/7/16	1/7/17
0	46861	47447	48040	49481	50100	50726
1	51548	52192	52844	54429	55109	55798
2	54393	55073	55761	57434	58152	58879
3	57243	57959	58683	60443	61199	61964
4	60097	60848	61609	63457	64250	65053
5	62952	63739	64536	66472	67303	68144
6	65800	66623	67456	69480	70349	71228
7	68656	69514	70383	72494	73400	74318
8	71502	72396	73301	75500	76444	77400
9	74358	75287	76228	78515	79496	80490
10	77206	78171	79148	81522	82541	83573

Teaching experience	Level 5	1/7/14	1/7/15	X	1/7/16	1/7/17
0	49431	50049	50675	52195	52847	53508
1	54376	55056	55744	57416	58134	58861
2	57260	57976	58701	60462	61218	61983
3	60144	60896	61657	63507	64301	65105
4	63028	63816	64614	66552	67384	68226
5	65925	66749	67583	69610	70480	71361
6	68807	69667	70538	72654	73562	74482
7	71692	72588	73495	75700	76646	77604
8	74572	75504	76448	78741	79725	80722
9	77465	78433	79413	81795	82817	83852
10	80344	81348	82365	84836	85896	86970

Teaching experience	Level 6	1/7/14	1/7/15	X	1/7/16	1/7/17
0	52366	53021	53684	55295	55986	56686
1	57602	58322	59051	60823	61583	62353
2	60483	61239	62004	63864	64662	65470
3	63374	64166	64968	66917	67753	68600
4	66255	67083	67922	69960	70835	71720
5	69145	70009	70884	73011	73924	74848
6	72027	72927	73839	76054	77005	77968
7	74916	75852	76800	79104	80093	81094
8	77795	78767	79752	82145	83172	84212
9	80684	81693	82714	85195	86260	87338
10	83576	84621	85679	88249	89352	90469

Elementary and Secondary Teaching Sub-Group (ED-EST) annual rates of pay (in dollars)**Ontario****Table Legend**

- §) Effective July 1, 2013
- A) Effective July 1, 2014
- B) Effective July 1, 2015
- X) Restructure effective July 1, 2016
- C) Effective July 1, 2016
- D) Effective July 1, 2017

Principals, annual rates of pay Indian and Northern Affairs Canada**Level 1**

Effective Date	Step 1	Step 2	Step 3	Step 4
§) July 1, 2013	84292	87665	91173	94818
A) July 1, 2014	85346	88761	92313	96003
B) July 1, 2015	86413	89871	93467	97203
X) Restructure effective July 1, 2016	89005	92567	96271	100119
C) July 1, 2016	90118	93724	97474	101370
D) July 1, 2017	91244	94896	98692	102637

Level 2

Effective Date	Step 1	Step 2	Step 3	Step 4
§) July 1, 2013	95451	99268	103239	107369
A) July 1, 2014	96644	100509	104529	108711
B) July 1, 2015	97852	101765	105836	110070
X) Restructure effective July 1, 2016	100788	104818	109011	113372
C) July 1, 2016	102048	106128	110374	114789
D) July 1, 2017	103324	107455	111754	116224

Elementary and Secondary Teaching Sub-Group (ED-EST) annual rates of pay (in dollars)**Alberta****Table Legend**

- §) Effective July 1, 2013
- A) Effective July 1, 2014
- B) Effective July 1, 2015
- X) Restructure effective July 1, 2016
- C) Effective July 1, 2016
- D) Effective July 1, 2017

Principals, annual rates of pay Indian and Northern Affairs Canada**Level 1**

Effective Date	Step 1	Step 2	Step 3	Step 4
§) July 1, 2013	80575	83797	87151	90636
A) July 1, 2014	81582	84844	88240	91769
B) July 1, 2015	82602	85905	89343	92916
X) Restructure effective July 1, 2016	85080	88482	92023	95703
C) July 1, 2016	86144	89588	93173	96899
D) July 1, 2017	87221	90708	94338	98110

Level 2

Effective Date	Step 1	Step 2	Step 3	Step 4
§) July 1, 2013	87394	90888	94523	98305
A) July 1, 2014	88486	92024	95705	99534
B) July 1, 2015	89592	93174	96901	100778
X) Restructure effective July 1, 2016	92280	95969	99808	103801
C) July 1, 2016	93434	97169	101056	105099
D) July 1, 2017	94602	98384	102319	106413

Elementary and Secondary Teaching Sub-Group (ED-EST) annual rates of pay (in dollars)**Ontario****Table Legend**

- §) Effective July 1, 2013
- A) Effective July 1, 2014
- B) Effective July 1, 2015
- X) Restructure effective July 1, 2016
- C) Effective July 1, 2016
- D) Effective July 1, 2017

Vice-principals, annual rates of pay Indian and Northern Affairs Canada**Level 1**

Effective Date	Step 1	Step 2	Step 3	Step 4
§) July 1, 2013	77476	80575	83797	87151
A) July 1, 2014	78444	81582	84844	88240
B) July 1, 2015	79425	82602	85905	89343
X) Restructure effective July 1, 2016	81808	85080	88482	92023
C) July 1, 2016	82831	86144	89588	93173
D) July 1, 2017	83866	87221	90708	94338

Level 2

Effective Date	Step 1	Step 2	Step 3	Step 4
§) July 1, 2013	88631	92175	95866	99700
A) July 1, 2014	89739	93327	97064	100946
B) July 1, 2015	90861	94494	98277	102208
X) Restructure effective July 1, 2016	93587	97329	101225	105274
C) July 1, 2016	94757	98546	102490	106590
D) July 1, 2017	95941	99778	103771	107922

Elementary and Secondary Teaching Sub-Group (ED-EST) annual rates of pay (in dollars)**Alberta****Table Legend**

- §) Effective July 1, 2013
- A) Effective July 1, 2014
- B) Effective July 1, 2015
- X) Restructure effective July 1, 2016
- C) Effective July 1, 2016
- D) Effective July 1, 2017

Vice-principals, annual rates of pay Indian and Northern Affairs Canada**Level 1**

Effective Date	Step 1	Step 2	Step 3	Step 4
§) July 1, 2013	75617	78640	81787	85057
A) July 1, 2014	76562	79623	82809	86120
B) July 1, 2015	77519	80618	83844	87197
X) Restructure effective July 1, 2016	79845	83037	86359	89813
C) July 1, 2016	80843	84075	87438	90936
D) July 1, 2017	81854	85126	88531	92073

Level 2

Effective Date	Step 1	Step 2	Step 3	Step 4
§) July 1, 2013	83675	87022	90501	94123
A) July 1, 2014	84721	88110	91632	95300
B) July 1, 2015	85780	89211	92777	96491
X) Restructure effective July 1, 2016	88353	91887	95560	99386
C) July 1, 2016	89457	93036	96755	100628
D) July 1, 2017	90575	94199	97964	101886

ED-EST Sub-Group pay notes

- 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.
- 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 49.
- 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. The Directive on Terms and Conditions of Employment 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.

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 (Bachelor's)

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

Education Level 4 (Bachelor's + 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 (Bachelor's + 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 (Bachelor's + 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)****Table legend**

X) Restructure effective July 1, 2016

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	1/7/14	1/7/15	X	1/7/16	1/7/17
1	42261	42789	43324	43541	44085	44636
2	44130	44682	45241	45467	46035	46610
3	46011	46586	47168	47404	47997	48597
4	47897	48496	49102	49348	49965	50590
5	49771	50393	51023	51278	51919	52568
6	51651	52297	52951	53216	53881	54555
7	53534	54203	54881	55155	55844	56542
8	55420	56113	56814	57098	57812	58535
9	57289	58005	58730	59024	59762	60509
10	59173	59913	60662	60965	61727	62499
11	61050	61813	62586	62899	63685	64481
12	62939	63726	64523	64846	65657	66478

Teaching experience	Level 2	1/7/14	1/7/15	X	1/7/16	1/7/17
1	47777	48374	48979	49224	49839	50462
2	49805	50428	51058	51313	51954	52603
3	51825	52473	53129	53395	54062	54738
4	53854	54527	55209	55485	56179	56881
5	55880	56579	57286	57572	58292	59021
6	57901	58625	59358	59655	60401	61156
7	59931	60680	61439	61746	62518	63299
8	61950	62724	63508	63826	64624	65432
9	63976	64776	65586	65914	66738	67572
10	66002	66827	67662	68000	68850	69711
11	68025	68875	69736	70085	70961	71848
12	70054	70930	71817	72176	73078	73991
13	72075	72976	73888	74257	75185	76125

Teaching experience	Level 3	1/7/14	1/7/15	X	1/7/16	1/7/17
1	50470	51101	51740	51999	52649	53307
2	52494	53150	53814	54083	54759	55443
3	54516	55197	55887	56166	56868	57579
4	56545	57252	57968	58258	58986	59723
5	58566	59298	60039	60339	61093	61857
6	60595	61352	62119	62430	63210	64000
7	62619	63402	64195	64516	65322	66139
8	64643	65451	66269	66600	67433	68276
9	66669	67502	68346	68688	69547	70416
10	68693	69552	70421	70773	71658	72554
11	70720	71604	72499	72861	73772	74694
12	72740	73649	74570	74943	75880	76829
13	74767	75702	76648	77031	77994	78969

Teaching experience	Level 4	1/7/14	1/7/15	X	1/7/16	1/7/17
1	53807	54480	55161	55437	56130	56832
2	55939	56638	57346	57633	58353	59082
3	58081	58807	59542	59840	60588	61345
4	60210	60963	61725	62034	62809	63594
5	62344	63123	63912	64232	65035	65848
6	64478	65284	66100	66431	67261	68102
7	66616	67449	68292	68633	69491	70360
8	68751	69610	70480	70832	71717	72613
9	70883	71769	72666	73029	73942	74866
10	73021	73934	74858	75232	76172	77124
11	75157	76096	77047	77432	78400	79380
12	77292	78258	79236	79632	80627	81635
13	79424	80417	81422	81829	82852	83888

Language Teaching 2: employees will receive the rate on the grid determined by their education and experience (in dollars)

Teaching experience	Level 1	1/7/14	1/7/15	X	1/7/16	1/7/17
1	47318	47909	48508	48751	49360	49977
2	49190	49805	50428	50680	51314	51955
3	51066	51704	52350	52612	53270	53936
4	52954	53616	54286	54557	55239	55929
5	54829	55514	56208	56489	57195	57910
6	56709	57418	58136	58427	59157	59896
7	58591	59323	60065	60365	61120	61884
8	60476	61232	61997	62307	63086	63875
9	62348	63127	63916	64236	65039	65852
10	64230	65033	65846	66175	67002	67840
11	66107	66933	67770	68109	68960	69822
12	67997	68847	69708	70057	70933	71820

Teaching experience	Level 2	1/7/14	1/7/15	X	1/7/16	1/7/17
1	52834	53494	54163	54434	55114	55803
2	54861	55547	56241	56522	57229	57944
3	56881	57592	58312	58604	59337	60079
4	58910	59646	60392	60694	61453	62221
5	60938	61700	62471	62783	63568	64363
6	62960	63747	64544	64867	65678	66499
7	64990	65802	66625	66958	67795	68642
8	67007	67845	68693	69036	69899	70773
9	69033	69896	70770	71124	72013	72913
10	71060	71948	72847	73211	74126	75053
11	73084	73998	74923	75298	76239	77192
12	75112	76051	77002	77387	78354	79333
13	77133	78097	79073	79468	80461	81467

Teaching experience	Level 3	1/7/14	1/7/15	X	1/7/16	1/7/17
1	55528	56222	56925	57210	57925	58649
2	57552	58271	58999	59294	60035	60785
3	59573	60318	61072	61377	62144	62921
4	61602	62372	63152	63468	64261	65064
5	63624	64419	65224	65550	66369	67199
6	65650	66471	67302	67639	68484	69340
7	67676	68522	69379	69726	70598	71480
8	69701	70572	71454	71811	72709	73618
9	71725	72622	73530	73898	74822	75757
10	73751	74673	75606	75984	76934	77896
11	75778	76725	77684	78072	79048	80036
12	77797	78769	79754	80153	81155	82169
13	79826	80824	81834	82243	83271	84312

Teaching experience	Level 4	1/7/14	1/7/15	X	1/7/16	1/7/17
1	58863	59599	60344	60646	61404	62172
2	60997	61759	62531	62844	63630	64425
3	63139	63928	64727	65051	65864	66687
4	65268	66084	66910	67245	68086	68937
5	67405	68248	69101	69447	70315	71194
6	69535	70404	71284	71640	72536	73443
7	71671	72567	73474	73841	74764	75699
8	73809	74732	75666	76044	76995	77957
9	75941	76890	77851	78240	79218	80208
10	78078	79054	80042	80442	81448	82466
11	80214	81217	82232	82643	83676	84722
12	82348	83377	84419	84841	85902	86976
13	84480	85536	86605	87038	88126	89228

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.
- 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);

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)

Table legend

- §) Effective July 1, 2013
- A) Effective July 1, 2014
- B) Effective July 1, 2015
- X) Restructure effective July 1, 2016
- C) Effective July 1, 2016
- D) Effective July 1, 2017

EDS-1: annual rates of pay

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
§) July 1, 2013	63090	66384	68767	71149	73532
A) July 1, 2014	63879	67214	69627	72038	74451
B) July 1, 2015	64677	68054	70497	72938	75382
X) Restructure effective July 1, 2016	65000	68394	70849	73303	75759
C) July 1, 2016	65813	69249	71735	74219	76706
D) July 1, 2017	66636	70115	72632	75147	77665

EDS-2: annual rates of pay

Effective Date	Step 1	Step 2	Step 3
§) July 1, 2013	75589	77961	80316
A) July 1, 2014	76534	78936	81320
B) July 1, 2015	77491	79923	82337
X) Restructure effective July 1, 2016	77878	80323	82749
C) July 1, 2016	78851	81327	83783
D) July 1, 2017	79837	82344	84830

EDS-3: annual rates of pay

Effective Date	Step 1	Step 2	Step 3
§) July 1, 2013	80671	83218	85753
A) July 1, 2014	81679	84258	86825
B) July 1, 2015	82700	85311	87910
X) Restructure effective July 1, 2016	83114	85738	88350
C) July 1, 2016	84153	86810	89454
D) July 1, 2017	85205	87895	90572

EDS-4: annual rates of pay

Effective Date	Step 1	Step 2	Step 3
§) July 1, 2013	86503	89121	91739
A) July 1, 2014	87584	90235	92886
B) July 1, 2015	88679	91363	94047
X) Restructure effective July 1, 2016	89122	91820	94517
C) July 1, 2016	90236	92968	95698
D) July 1, 2017	91364	94130	96894

EDS-5: annual rates of pay

Effective Date	Step 1	Step 2	Step 3
§) July 1, 2013	93240	96106	98942
A) July 1, 2014	94406	97307	100179
B) July 1, 2015	95586	98523	101431
X) Restructure effective July 1, 2016	96064	99016	101938
C) July 1, 2016	97265	100254	103212
D) July 1, 2017	98481	101507	104502

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 (LS) annual rates of pay (in dollars)

Table legend

- §) Effective July 1, 2013
- A) Effective July 1, 2014
- B) Effective July 1, 2015
- X) Restructure effective July 1, 2016
- C) Effective July 1, 2016
- D) Effective July 1, 2017

LS-1: annual rates of pay

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
§) July 1, 2013	56311	58056	59802	61547	63289	65035	66779	68524
A) July 1, 2014	57015	58782	60550	62316	64080	65848	67614	69381
B) July 1, 2015	57728	59517	61307	63095	64881	66671	68459	70248
X) Restructure effective July 1, 2016	59460	61303	63146	64988	66827	68671	70513	72355
C) July 1, 2016	60203	62069	63935	65800	67662	69529	71394	73259
D) July 1, 2017	60956	62845	64734	66623	68508	70398	72286	74175

LS-2: annual rates of pay

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
§) July 1, 2013	62273	64324	66380	68428	70607
A) July 1, 2014	63051	65128	67210	69283	71490
B) July 1, 2015	63839	65942	68050	70149	72384
X) Restructure effective July 1, 2016	65754	67920	70092	72253	74556
C) July 1, 2016	66576	68769	70968	73156	75488
D) July 1, 2017	67408	69629	71855	74070	76432

LS-3: annual rates of pay

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
§) July 1, 2013	72844	75186	77521	79863	82201
A) July 1, 2014	73755	76126	78490	80861	83229
B) July 1, 2015	74677	77078	79471	81872	84269
X) Restructure effective July 1, 2016	76917	79390	81855	84328	86797
C) July 1, 2016	77878	80382	82878	85382	87882
D) July 1, 2017	78851	81387	83914	86449	88981

LS-4: annual rates of pay

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) July 1, 2013	75416	78137	80849	83573	86293	89011
A) July 1, 2014	76359	79114	81860	84618	87372	90124
B) July 1, 2015	77313	80103	82883	85676	88464	91251
X) Restructure effective July 1, 2016	79632	82506	85369	88246	91118	93989
C) July 1, 2016	80627	83537	86436	89349	92257	95164
D) July 1, 2017	81635	84581	87516	90466	93410	96354

LS-5: annual rates of pay

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
§) July 1, 2013	90931	93906	96877	99850	102825
A) July 1, 2014	92068	95080	98088	101098	104110
B) July 1, 2015	93219	96269	99314	102362	105411
X) Restructure effective July 1, 2016	96016	99157	102293	105433	108573
C) July 1, 2016	97216	100396	103572	106751	109930
D) July 1, 2017	98431	101651	104867	108085	111304

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)

Table legend

- §) Effective July 1, 2013
- A) Effective July 1, 2014
- B) Effective July 1, 2015
- X) Restructure effective July 1, 2016
- C) Effective July 1, 2016
- D) Effective July 1, 2017

EU: annual rates of pay Sub-Group: Teacher’s Aide (10 month pay plan)

Region: Maritimes

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
§) July 1, 2013	32335	33691	35033	36380	37741	39087	40429
A) July 1, 2014	32739	34112	35471	36835	38213	39576	40934
B) July 1, 2015	33148	34538	35914	37295	38691	40071	41446
X) Restructure effective July 1, 2016	33314	34711	36094	37481	38884	40271	41653
C) July 1, 2016	33730	35145	36545	37950	39370	40774	42174
D) July 1, 2017	34152	35584	37002	38424	39862	41284	42701

Region: Quebec

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
§) July 1, 2013	36042	37307	38568	39830	41086	42360	43621
A) July 1, 2014	36493	37773	39050	40328	41600	42890	44166
B) July 1, 2015	36949	38245	39538	40832	42120	43426	44718
X) Restructure effective July 1, 2016	37134	38436	39736	41036	42331	43643	44942
C) July 1, 2016	37598	38916	40233	41549	42860	44189	45504
D) July 1, 2017	38068	39402	40736	42068	43396	44741	46073

Region: Ontario

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
§) July 1, 2013	33640	34998	36370	37738	39109	40469	41842
A) July 1, 2014	34061	35435	36825	38210	39598	40975	42365
B) July 1, 2015	34487	35878	37285	38688	40093	41487	42895
X) Restructure effective July 1, 2016	34659	36057	37471	38881	40293	41694	43109
C) July 1, 2016	35092	36508	37939	39367	40797	42215	43648
D) July 1, 2017	35531	36964	38413	39859	41307	42743	44194

Region: Manitoba

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
§) July 1, 2013	33905	35090	36282	37460	38639	39835	41017
A) July 1, 2014	34329	35529	36736	37928	39122	40333	41530
B) July 1, 2015	34758	35973	37195	38402	39611	40837	42049
X) Restructure effective July 1, 2016	34932	36153	37381	38594	39809	41041	42259
C) July 1, 2016	35369	36605	37848	39076	40307	41554	42787
D) July 1, 2017	35811	37063	38321	39564	40811	42073	43322

Region: Saskatchewan

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
§) July 1, 2013	33681	35037	36394	37747	39104	40459	41804
A) July 1, 2014	34102	35475	36849	38219	39593	40965	42327
B) July 1, 2015	34528	35918	37310	38697	40088	41477	42856
X) Restructure effective July 1, 2016	34701	36098	37497	38890	40288	41684	43070
C) July 1, 2016	35135	36549	37966	39376	40792	42205	43608
D) July 1, 2017	35574	37006	38441	39868	41302	42733	44153

Region: Alberta

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
§) July 1, 2013	34102	35517	36931	38350	39775	41187	42605
A) July 1, 2014	34528	35961	37393	38829	40272	41702	43138
B) July 1, 2015	34960	36411	37860	39314	40775	42223	43677
X) Restructure effective July 1, 2016	35135	36593	38049	39511	40979	42434	43895
C) July 1, 2016	35574	37050	38525	40005	41491	42964	44444
D) July 1, 2017	36019	37513	39007	40505	42010	43501	45000

Region: British Columbia

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
§) July 1, 2013	33522	34948	36395	37842	39276	40718	42157
A) July 1, 2014	33941	35385	36850	38315	39767	41227	42684
B) July 1, 2015	34365	35827	37311	38794	40264	41742	43218
X) Restructure effective July 1, 2016	34537	36006	37498	38988	40465	41951	43434
C) July 1, 2016	34969	36456	37967	39475	40971	42475	43977
D) July 1, 2017	35406	36912	38442	39968	41483	43006	44527

Educational Support Group (EU) annual rates of pay (in dollars)**Table legend**

- §) Effective July 1, 2013
- A) Effective July 1, 2014
- B) Effective July 1, 2015
- X) Restructure effective July 1, 2016
- C) Effective July 1, 2016
- D) Effective July 1, 2017

Sub-Group: Language Instructor**LAI-1**

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

Sub-Group: Physical Education**PEI-1**

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
§) July 1, 2013	41778	43016	44240	45460	46687	47917	49139
A) July 1, 2014	42300	43554	44793	46028	47271	48516	49753
B) July 1, 2015	42829	44098	45353	46603	47862	49122	50375
X) Restructure effective July 1, 2016	43043	44318	45580	46836	48101	49368	50627
C) July 1, 2016	43581	44872	46150	47421	48702	49985	51260
D) July 1, 2017	44126	45433	46727	48014	49311	50610	51901

PEI-2

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) July 1, 2013	71010	72571	74140	75714	77282	78844
A) July 1, 2014	71898	73478	75067	76660	78248	79830
B) July 1, 2015	72797	74396	76005	77618	79226	80828
X) Restructure effective July 1, 2016	73161	74768	76385	78006	79622	81232
C) July 1, 2016	74076	75703	77340	78981	80617	82247
D) July 1, 2017	75002	76649	78307	79968	81625	83275

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 fifteen thousand dollars (\$15,000).

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 service, 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)
- [Values and Ethics Code for the Public Service, Chapter 3: Post-Employment Measures](#)
- [Employer regulation on promotion](#)
- 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 joint workforce adjustment committees, where appropriate, to advise and consult on the workforce adjustment situations within the department or organization. Terms of reference of such committees shall include a process for addressing alternation requests from other departments and/or organizations.

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, resumés, 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, and their use of contracted out services, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, departments or organizations shall refrain from engaging or re-engaging such temporary agency personnel, consultants or contractors, and their use of contracted out services, 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.

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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. A copy of this notice shall be provided to the National President of the Alliance.

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 (for example, pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
- **
- g. alternatives that might be available to the employee (the alternation process, 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. advise employees to seek out proposed alternations and submit requests for approval as soon as possible after being informed they will not be receiving a guarantee of a reasonable job offer;
- k. the Human Resources Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);
- l. preparation for interviews with prospective employers;
- m. feedback when an employee is not offered a position for which he or she was referred;
- n. repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;
- o. advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity;
and
- **
- p. advising employees of the right to be represented by the Alliance in the application of this Appendix.

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 workforce 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 resumés) 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 National President 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 6.4 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 6.4 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.

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6.1.6 A copy of any letter issued by the Employer under this part or notice of lay-off pursuant to the Public Service Employment Act shall be sent forthwith to the National President of the Alliance.

**

6.2 Voluntary programs

Departments and organizations shall establish voluntary departure programs for all workforce adjustments situations involving five or more affected employees working at the same group and level and in the same work unit. Such programs shall:

- A. Be the subject of meaningful consultation through joint union-management WFA committees.
- B. Volunteer programs shall not be used to exceed reduction targets. Where reasonably possible, departments and organizations will identify the number of positions for reduction in advance of the voluntary programs commencing.
- C. Take place after affected letters have been delivered to employees.
- D. Take place before the department or organization engages in the SERLO process.
- E. Provide for a minimum of 30 calendar days for employees to decide whether they wish to participate.
- F. Allow employees to select options B, C(i) or C(ii).
- G. Provide that when the number of volunteers is larger than the required number of positions to be eliminated, volunteers will be selected based on seniority (total years of service in the public service, whether continuous or discontinuous).

6.3 Alternation

6.3.1 All departments or organizations must participate in the alternation process.

6.3.2 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.

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6.3.3

- a. Only opting and surplus employees who are surplus as a result of having chosen Option A may alternate into an indeterminate position that remains in the Core Public Service Administration.
- b. If an alternation is proposed for a surplus employee, as opposed to an opting employee, the Transition Support Measure that is available to the alternate under 6.4.1 (b) or 6.4.1 (c) (i) shall be reduced by one week for each completed week between the beginning of the employee's surplus priority period and the date the alternation is proposed.

6.3.4 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.

6.3.5 An alternation must permanently eliminate a function or a position.

6.3.6 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.

6.3.7 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.

6.3.8 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."

**

For clarity, the alternation will not be denied solely as a result of untimely administrative processes.

6.4 Options

6.4.1 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.

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- 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. The TSM shall be paid in one (1) or two (2) lump sum amounts over a maximum two (2) year period.

**

- c. Education allowance is a transition support measure (see Option (b) above) plus an amount of not more than fifteen thousand dollars (\$15,000) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and relevant 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.

6.4.2 Management will establish the departure date of opting employees who choose Option (b) or Option (c) above.

6.4.3 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.

6.4.4 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.

6.4.5 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.

**

6.4.6 All opting employees will be entitled to up to one thousand dollars (\$1,000) towards counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial and job placement counselling services.

**

6.4.7 An opting employee who has received a TSM, pay in lieu of unfulfilled surplus period, or an education allowance, and is reappointed to the public service 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.

6.4.8 Notwithstanding 6.4.7, 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.

6.4.9 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.

6.4.10 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.

6.4.11 Approval of pay in lieu of unfulfilled surplus period is at the discretion of management, but shall not be unreasonably denied.

6.5 Retention payment

6.5.1 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.

6.5.2 All employees accepting retention payments must agree to leave the core public administration without priority rights.

6.5.3 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.

6.5.4 The provisions of 6.5.5 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.

6.5.5 Subject to 6.5.4, 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.

6.5.6 The provisions of 6.5.7 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.

6.5.7 Subject to 6.5.6, 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.

6.5.8 The provisions of 6.5.9 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.

6.5.9 Subject to 6.5.8, 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 (for example, 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 (for example, 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 Directive on Terms and Conditions of Employment, 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 PSLREB pursuant to a successor rights application;
- **
- iii. recognition of continuous employment, as defined in the Directive on Terms and Conditions of Employment, 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 6.5, 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 6.5 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.

**

However, an employee who has a severance termination benefit entitlement under the terms of article 24.05(b) or (c) of Appendix J 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

Years of service in the public service	Transition Support Measure (TSM) (payment in weeks' pay)
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
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](#)”.

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 15 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 15 of the current school year and September 15 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 (that is, assistant principals, principals, etc.) required by provincial Ministries of Education and Colleges of Teachers for employment in elementary and secondary education.
- the existing definitions related to “teacher education” to ensure compliance with provincial standards by INAC and CSC and review accordingly the current definitions of qualifications and experience for grid placement.
- the regional pay grids of ten (10) month and twelve (12) month ED-EST to reflect revised pay notes.

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

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

Appendix “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.

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The Employer agrees to provide \$330,000 per month to the PSAC-TBS JLP starting on the date of the signature of the PA collective agreement until the subsequent PA collective agreement is signed to ensure continuity of this initiative.

**

The Employer further agrees to provide fund for the purposes of a joint study in the amount of fifty thousand dollars (\$50,000) to identify the need for training of health and safety committees and the appropriate mechanism for any required training, in line with the National Joint Council (NJC) Directive.

**

The PSAC-TBS JLP will continue to be governed by the existing joint PSAC-TBS Steering Committee to which two seats will be added for the other bargaining agents and the equivalent additional number of seats for employer representatives. 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.

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”**

Archived Provisions for the Elimination of Severance Pay for Voluntary Separations (Resignation and Retirement)

This Appendix is to reflect the language agreed to by the Employer and the Public Service Alliance of Canada for the elimination of severance pay for voluntary separations (resignation and retirement) on July 2, 2011. These historical provisions are being reproduced to reflect the agreed language in cases of deferred payment.

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 to 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 to 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.

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”**

Agreement With Respect to Implementation of Union Leave

This Memorandum is to give effect to an agreement reached between the Employer and the Public Service Alliance of Canada (the Union) to implement a system of cost recovery for leave for Union business.

The elements of the new system are as follows:

- Recoverable paid leave for Union business for periods of up to 3 months of continuous leave per year;
- Cost recovery will be based on actual salary costs during the leave period, to which a percentage of salary, agreed to by the parties, will be added;
- The Employer will pay for all administration costs associated with the operation of this system.

The surcharge will be based on average expected costs incurred by the Employer for payroll taxes, pensions and supplementary benefits during the operation of the program as described above, calculated according to generally accepted practices.

Notwithstanding anything else in this agreement, and as an overarching principle, it will not include costs for benefits that would otherwise be paid by the Employer during an equivalent period of leave without pay. The consequences of the implementation of clause 14.14 will be cost neutral for the Employer in terms of compensation costs, and will confer neither a substantial financial benefit, nor a substantially increased cost, on the Employer.

A joint committee consisting of an equal number of Union and Employer representatives will be struck to resolve matters related to the implementation this new program, including, but not limited to, invoices, accounting and the manner of the transaction.

The Joint Committee’s principal work will relate to:

- determining an appropriate surcharge in recognition of the considerations identified in this document;
- establishing processes and the Employer’s reporting requirements;
and
- other considerations associated with implementation.

If agreement cannot be reached on recovering costs against Union remittances, the Joint Committee will consider alternate means of cost recovery.

The Joint Committee will be struck and convened within by February 15, 2017, and will complete its work by October 16, 2017, with implementation to be completed by the earliest feasible date as determined by the committee.

In the event that the parties do not reach an agreement, the parties may seek the services of a mediator. Necessary consequential changes will be made to article 14, effective January 1, 2018.

The deadline for completion of work and implementation of this system may be extended by mutual consent of both parties to this agreement.

****Appendix “M”****Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada With Respect to Childcare**

This memorandum of understanding is to give effect to the understanding reached between the Employer and Public Service Alliance of Canada regarding childcare. The Employer agrees to the formation of a Joint National Child Care Committee (the Committee). The Committee shall be comprised of four (4) PSAC and four (4) Employer representatives, with additional resources to be determined by the Committee. Costs associated with the work of the Committee shall be borne by the respective parties.

The responsibilities of the technical committee include:

- a. conducting analyses and research to assess child care and other related support needs and the methods used to meet these needs;
- b. researching the availability of quality child care spaces available to employees across the country;
- c. examining workplace child care facilities across the country;
- d. examining materials, information and resources available to employees on child care and other related supports;
- e. developing recommendations to assist employees access quality child care services across the country;
- and
- f. any other work the Committee determines appropriate.

The Committee shall meet within three (3) months of the signing of the collective agreement to establish its schedule.

The Committee will provide a report of recommendations to the President of the Public Service Alliance of Canada and the Secretary of the Treasury Board of Canada by December 1, 2017. This period may, by mutual agreement, be extended.

****Appendix “N”**

Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada With Respect to ED-EST 12 Months

The Union and the Employer agree to create a Joint Committee consisting of an equal number of Union and Employer representatives. The committee will convene within 90 days of the ratification of the tentative agreement and will complete its work by June 30, 2018.

The responsibilities of the joint committee include:

- a. conducting analyses and research to assess the benchmark and other matters needed to establish a national rate of pay,
and;
- b. proposing any wage adjustments that may result from this assessment.

In the event that the parties do not reach an agreement, the parties may seek the services of a mediator. The parties agree to seek the mediation services of the following three individual mediators according to their availability: John Jaworski, Tom Clairmont and Tracey O’Brien.

The deadline for completion of work may be extended by mutual consent of both parties to this agreement.

****Appendix “O”****Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada With Respect to Mental Health in the Workplace**

This memorandum of understanding is to give effect to the understanding reached between the Employer and Public Service Alliance of Canada regarding issues of mental health in the workplace.

The task force, comprised of a technical committee and a steering committee, is established with a long-term focus and commitment from senior leadership of the parties. It will focus on continuous improvement and the successful implementation of measures to improve mental health in the workplace.

Accordingly, the parties agree to establish a steering committee and a technical committee by April 30, 2015. The steering committee is to establish the terms of reference of the technical committee by May 30, 2015. These dates may be extended by mutual agreement of the steering committee members. The technical committee terms of reference may be amended from time to time by mutual consent of the steering committee members.

The technical committee will provide a report of recommendations to the steering committee by September 1, 2015. The steering committee members may, by mutual agreement, extend this period.

The ongoing responsibilities of the technical committee include:

- identifying ways of reducing and eliminating the stigma in the workplace that is too frequently associated with mental health issues;
- identifying ways to better communicate the issues of mental health challenges in the workplace and tools such as existing policies, legislation and directives available to support employees facing these challenges;
- reviewing practices from other jurisdictions and employers that might be instructive for the public service;
- reviewing the National Standard of Canada for Psychological Health and Safety in the Workplace (the Standard) and identify how implementation shall best be achieved within the public service; recognizing that not all workplaces are the same;
- ensuring the participation of Health and Safety committees as required by the steering committee;
- outlining any possible challenges and barriers that may impact the successful implementation of mental health best practices;

- outlining areas where the objectives reflected in the Standard, or in the work of other organizations, represent a gap with existing approaches within the federal public service. Once identified, make ongoing recommendations to the steering committee on how those gaps could be addressed. The National Standard for Psychological Health and Safety in the Workplace should be considered a minimum standard that the Employer's occupational health and safety program may exceed.

The steering and technical committees will be comprised of an equal number of Union and Employer representatives. The steering committee is responsible for determining the number and the identity of their respective technical committee representatives.

****Appendix “P”****Memorandum of Agreement on Supporting Employee Wellness**

This Memorandum of Agreement is to give effect to the understanding reached between the Employer and Public Service Alliance of Canada regarding issues of employee wellness.

The parties agree to establish a Task Force, comprised of a Steering Committee and a Technical Committee, with a long-term focus and commitment from senior leadership of the parties.

The Task Force will develop recommendations on measures to improve employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury.

The Steering Committee and Technical Committee will be established by January 31, 2017. The committees will be comprised of an equal number of Employer representatives and Union representatives. The Steering Committee is responsible for determining the composition of the Technical Committee. The Steering Committee shall be co-chaired by the President of the Alliance and a representative of the Employer.

The Steering Committee shall establish the terms of reference for the Technical Committee, approve a work plan for the Technical Committee, and timelines for interim reports from the Technical Committee.

All time spent by employees in support of the Technical Committee shall be deemed to be leave with pay for Union activities. The Employer will grant leave with pay for employees engaged in these activities, including preparation and travel time.

Dates may be extended by mutual agreement of the Steering Committee members. The Technical Committee's terms of reference may be amended from time to time by mutual consent of the Steering Committee members.

The Technical Committee will develop all agreements and documents needed to support the consideration of a wellness plan during the next round of collective bargaining. This work shall be completed by December 1, 2017. The Technical Committee shall provide interim recommendations for review by the Steering Committee on the following matters through a series of regular meetings:

- income replacement parameters, the treatment of accumulated sick leave credits and consequential changes to existing leave provisions within the collective agreements;
- eligibility conditions for a new wellness plan;
- privacy considerations;
- internal assessment as well as approval and denial processes;
- case management and measures to ensure the successful return of employees to the workplace after a period of leave due to illness or injury;
- joint governance of the wellness plan;

- options for alternative medical treatments;
- other measures that would support an integrated approach to the management of employee wellness for federal public service employees, including but not limited to ways to reduce and eliminate threats to workplace wellness, including discrimination, harassment, workplace violence, bullying, and abuse of authority.

The Technical Committee shall respect the related work of the Mental Health Task Force and the Service Wide Occupational Health and Safety Committee in its deliberations.

The Technical Committee shall also review practices from other Canadian jurisdictions and employers that might be instructive for the public service, recognizing that not all workplaces are the same. The Service Wide Occupational Health and Safety Committee shall be consulted as required. Leading Canadian experts in the health and disability management field shall also be consulted.

Key principles

A new wellness plan shall:

- contribute to a healthy workforce, through a holistic consideration of physical and mental health issues.
- include case management and timely return to work protocols, based on best practices.
- investigate integration with other public service benefit plans.
- address a wide range of medical conditions, work situations and personal circumstances facing employees, including chronic and episodic illnesses and travel time from northern and remote communities for diagnosis and treatment (subject to the NJC Directives, such as the Isolated Post and Government Housing Directive) and wait times for medical clearances to return home.
- be contained in the collective agreements. The final level of adjudication associated with the plan will be the Public Service Labour Relations and Employment Board (PSLREB).
- be administered internally within the federal public service, rather than by third-party service provider.
- have common terms which will apply to all employees.
- provide for full income replacement for periods covered by the plan.
- ensure that new measures provide at least the same income support protection as that provided by earned sick leave banks in the current regime.
- current sick leave banks would be grand-fathered/protected and their value appropriately recognized.

If an agreement is not reached within 18 months from the establishment of the Technical Committee, or should the parties reach impasse before then, the parties agree to jointly appoint a mediator within 30 days

If the parties are unsuccessful in reaching an agreement, after mediation, the current terms and conditions of employment related to the sick leave regime for PSAC members remain unchanged.

Both parties agree to recommend these proposals to their respective principals.

Signed at Ottawa, this 14th day of December 2016.