



Treasury Board of Canada  
Secrétariat

Secrétariat du Conseil du Trésor  
du Canada

## **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: 2021-06-30**

**This agreement covers the following group(s):**

<b>Code</b>	<b>Group</b>
209	Education (ED)
215	Library Science (LS)
414	Educational Support (EU)

Treasury Board of Canada Secretariat  
Employment Conditions 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 *Federal Public Sector Labour Relations Act*, and who is a member of the bargaining unit specified in Article 7;

**“Employer” (Employeur)**

means Her Majesty in right of Canada as represented by the Treasury Board, and includes any person authorized to exercise the authority of the Treasury Board;

**“family” (famille)**

except where otherwise specified in this agreement, means father, mother (or, alternatively, stepfather, stepmother, or foster parent), brother, sister, 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 subgroup, 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 subgroup, 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 subgroup.

**“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 *Federal Public Sector 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 *Federal Public Sector 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.



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**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. Such permission shall not be unreasonably withheld. 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 *Federal Public Sector 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 Federal Public Sector Labour Relations and Employment Board pursuant to Section 190(1) of the *Federal Public Sector Labour Relations Act* (FPSLRA)**

**14.01** When operational requirements permit, in cases of complaints made to the Federal Public Sector Labour Relations and Employment Board pursuant to section 190(1) of the FPSLRA 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 FPSLRA, the Employer will grant leave with pay:

- a. to an employee who makes a complaint on his or her own behalf, before the Federal Public Sector 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 Federal Public Sector 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**

**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.

**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** The Employer will grant leave without pay to an employee who is elected as a full-time official of the Alliance within one (1) month after notice is given to the Employer of such election. The duration of such leave shall be for the period the employee holds such office.

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

## **Article 15: illegal strikes**

**15.01** The *Federal Public Sector 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 *Federal Public Sector Labour Relations Act*.

## **Article 16: no discrimination**

**16.01** There shall be no discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, 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**

- 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).

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- d. The Employer shall respond to vacation leave requests provided under 20.05 a) by April 20 (for the period between May 1 and October 31) and by October 20 (for the period between November 1 and April 30).

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

**LS/EU 20.05**

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

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

**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**

- 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:

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- A. she will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act* 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;

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- C. should she fail to return to work as described in section (A), or should she return to work but fail to work for the total period specified in section (B),

for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for an amount determined as follows:

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

However, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in section (A) within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- b. For the purpose of sections (a)(iii)(B) and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- c. Maternity allowance payments made in accordance with the Supplemental Unemployment Benefit Plan will consist of the following:
  - i. where an employee is subject to a waiting period 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 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 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**

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- 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 either:
  - i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option)
  - or
  - ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),

beginning on the day on which the child is born or the day on which the child comes into the employee's care.

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- 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 either:
  - i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option)
  - or
  - ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),

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 (2) 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.

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## **22.07 Parental allowance**

Under the Employment Insurance (EI) benefits plan, parental allowance is payable under two (2) options, either:

- Option 1: standard parental benefits, paragraphs 22.07(c) to (k),  
or
- Option 2: extended parental benefits, paragraphs 22.07(l) to (t).

Once an employee elects the standard or extended parental benefits and the weekly benefit top up allowance is set, the decision is irrevocable and shall not be changed should the employee return to work at an earlier date than that originally scheduled.

Under the Québec Parental Insurance Plan (QPIP), parental allowance is payable only under Option 1: standard parental benefits.

### Parental allowance administration

- 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) or (l) to (r), 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 Plan 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 within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act* 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 standard parental allowance, in addition to the period of time referred to in section 22.04(a)(iii)(B), if applicable. Where the employee has elected the extended parental allowance, following his or her return to work, as described in section (A), the employee will work for a period equal to sixty per cent (60%) of the period the employee was in receipt of the extended 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 as described in 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:
 
$$(\text{allowance received}) \times (\text{remaining period to be worked, as specified in division (B), following his or her return to work})$$

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[total period to be worked as specified in  
division (B)]

however, an employee whose specified period of employment expired and who is rehired within the federal public administration as described in section (A), 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).

### **Option 1 – standard parental allowance**

- c. Parental allowance payments made in accordance with the SUB Plan will consist of the following:
  - i. where an employee on parental leave without pay as described in subparagraphs 22.06(a)(i) and (b)(i) has elected to receive Standard Employment Insurance parental benefits and 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 (and the recruitment and retention “terminable allowance” if applicable) for 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 (and the recruitment and retention “terminable allowance” if applicable), 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 or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks' paternity under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable), less any other monies earned during this period;
  - iv. where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of



- up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period;
- v. where an employee has received the full thirty-five (35) weeks of parental benefit under Employment Insurance Plan 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, (and the recruitment and retention “terminable allowance” if applicable) less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 22.04(c)(iii) for the same child;
  - vi. Where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraphs 22.04(c)(iii) and 22.07(c)(v) 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 Plan.
  - 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 *Act Respecting Parental Insurance* 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 standard parental allowances payable shall not exceed fifty-seven (57) weeks for each combined maternity and parental leave without pay.

## **Option 2 – extended parental allowance**

- 1. Parental allowance payments made in accordance with the SUB Plan will consist of the following:
  - i. where an employee on parental leave without pay as described in subparagraphs 22.06(a)(ii) and (b)(ii), has elected to receive extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for the waiting period, less any other monies earned during this period;
  - ii. for each week the employee receives parental benefits under the Employment Insurance, he or she is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of his or her weekly rate (and the recruitment and retention “terminable allowance” if applicable) and the parental benefits, less any other monies earned during this period which may result in a decrease in his or her parental benefits 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 sixty-one (61) weeks of parental benefits under the Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 22.04(c)(iii) for the same child.
  - iv. where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 22.04(c)(iii) for the same child;

- m. At the employee's request, the payment referred to in subparagraph 22.07(l)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.
- n. The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
- o. The weekly rate of pay referred to in paragraph (l) shall be:
  - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of 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 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.
- p. The weekly rate of pay referred to in paragraph (l) shall be the rate (and the recruitment and retention "terminable allowance" if applicable) to which the employee is entitled for the substantive level to which he or she is appointed.
- q. Notwithstanding paragraph (p), and subject to subparagraph (o)(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 (and the recruitment and retention "terminable allowance" if applicable), the employee was being paid on that day.
- r. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
- s. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- t. The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.

## **22.08 Special parental allowance for totally disabled employees**

- a. An employee who:
  - i. fails to satisfy the eligibility requirement specified in subparagraph 22.07(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance or Quebec Insurance Plan benefits, and
  - ii. has satisfied all of the other eligibility criteria specified in paragraph 22.07(a), other than those specified in sections (A) and (B) of subparagraph 22.07(a)(iii),

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

- b. An employee shall be paid an allowance under this clause and under clause 22.07 for a combined period of no more than the number of weeks while the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in subparagraph (a)(i).

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

- a. 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. 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.
  - vi. 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.

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## **22.10 Caregiving leave**

- a. An employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) benefits for compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults shall be granted leave without pay while in receipt of or awaiting these benefits.
- b. The leave without pay described in paragraph 22.10(a) shall not exceed twenty-six (26) weeks for compassionate care benefits, thirty-five (35) weeks for family caregiver benefits for children and fifteen (15) weeks for family caregiver benefits for adults, in addition to any applicable waiting period.
- 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, family caregiver benefits for children and/or family caregiver benefits for adults has been accepted.
- d. When an employee is notified that their request for Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults has been denied, paragraph (a) above ceases to apply.
- e. 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.

#### **22.11 Leave without pay for personal needs**

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

- a. subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- b. subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
- c. an employee is entitled to leave without pay for personal needs only once under each of paragraphs (a) and (b) during the employee’s total period of employment in the public service. Leave without pay granted under this clause may not be used in combination with maternity, paternity or adoption leave without the consent of the Employer;
- d. leave without pay granted under (a) of this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall not be counted for pay increment purposes;
- e. leave without pay granted under (b) of this clause shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

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

- a. At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.
- b. Leave without pay granted under this clause shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave for the employee involved, except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

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

- 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 22.13 (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 subparagraph (c)(ii) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

#### **22.14 Court leave**

The Employer shall grant leave with pay to an employee for the period of time he or she is required:

- a. to be available for jury selection;
- b. to serve on a jury;
- c. by subpoena or summons to attend as a witness in any proceeding held:
  - i. in or under the authority of a court of justice or before a jury,
  - ii. before a court, judge, justice, magistrate or coroner,
  - iii. before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position,
  - iv. before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,
  - or
  - v. before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

#### **22.15 Injury-on-duty leave**

An employee shall be granted injury-on-duty leave with pay for such period as may be reasonably determined by the Employer when a claim has been made pursuant to the *Government Employees' Compensation Act*, and a workers' compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

- a. personal injury accidentally received in the performance of his or her duties and not caused by the employee's wilful misconduct,
- or
- b. an industrial illness or a disease arising out of and in the course of the employee's employment,

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

#### **22.16 Personnel selection leave**

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

#### **22.17 Leave with or without pay for other reasons**

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

#### **b. Personal leave**

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

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#### **22.18 Domestic violence leave**

For the purpose of this clause domestic violence is considered to be any form of abuse or neglect that an employee or an employee's child experiences from a family member, or from someone with whom the employee has or had an intimate relationship.

- a. The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.



- b. Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence shall be granted domestic violence leave in order to enable the employee, in respect of such violence:
  - i. to seek care and/or support for themselves or their child in respect of a physical or psychological injury or disability;
  - ii. to obtain services from an organization which provides services for individuals who are subject to domestic violence;
  - iii. to obtain professional counselling;
  - iv. to relocate temporarily or permanently; or
  - v. to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.
- c. The total domestic violence leave with pay which may be granted under this clause shall not exceed seventy-five (75) hours in a fiscal year.
- d. Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this clause shall, when delivered to the Employer, be considered as meeting the requirements of this article.
- e. Notwithstanding paragraphs 22.18(b) and 22.18(c), an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

## **\*\*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 subgroup as determined on April 1 of each year.

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

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

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

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

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

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

If the employee:

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

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

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

## **Professional development**

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

### **23.10**

- a. Professional development refers to an activity which in the opinion of the Employer, is likely to be of assistance to the individual in furthering his or her professional development and to the organization in achieving its goals. The following activities shall be deemed to be part of professional development:
  - i. a course given by the Employer;
  - ii. a course, including correspondence and 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**

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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 clauses 23.14 and 23.15.

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- 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. symposiums, seminars, workshops, conferences, conventions or study sessions, 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.

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.

### **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.

**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 biweekly 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;
  - 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.

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**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 stopover is not longer than five (5) 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

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- 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 fifteen (15) hours' pay at the straight-time rate of pay;

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- 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 fifteen (15) 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:

- 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.

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**33.03** Upon written request of an employee, the personnel file of that employee shall be made available for his or her examination in the presence of an authorized representative of the Employer.

## **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 *Federal Public Sector Labour Relations Act* (FPSLRA) 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 FPSLRA.

**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 Federal Public Sector 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 bylaws.

### **Individual grievances**

**37.02** Subject to and as provided in section 208 of the *Federal Public Sector 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 *Federal Public Sector 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 *Federal Public Sector 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 *Federal Public Sector 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 *Federal Public Sector 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 subgroup, but not less than those prescribed in the *Federal Public Sector Labour Relations Act*.

### **General**

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

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

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



**38.05** Leave will only be provided:

- a. during those periods in which employees are scheduled to perform their duties;  
or
- b. where it may displace other leave as prescribed by this agreement.

### **Designated holidays**

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

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

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

### **Overtime**

**38.09**

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

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

### **Call-back**

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

## **Reporting pay**

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

## **Bereavement leave**

**38.13** Notwithstanding clause 38.02, there shall be no pro-rating of a "day" in clause 22.02, Bereavement leave with pay.

## **Vacation leave**

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

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

## **Sick leave**

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

## **38.16 Vacation and sick leave administration**

- a. For the purposes of administration of clauses 38.14 and 38.15, where an employee does not work the same number of hours each week, the normal workweek shall be the

weekly average of the hours worked at the straight-time rate calculated on a monthly basis.

- b. An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

### **Severance pay**

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

## **Article 39: variable hours**

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

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

### **39.01 General terms**

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

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

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

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

### **39.02 Specific application**

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

## **Interpretation and definitions**

“Daily rate of pay” shall not apply.

## **Overtime**

Overtime shall be compensated for all work performed:

- a. in excess of an employee’s scheduled hours of work on a scheduled working day in accordance with the provisions of this agreement;
- b. on days of rest at time and one half (1 1/2) except that if the overtime is worked by the employee on two (2) or more consecutive and contiguous days of rest, the employee shall be paid at double (2) time for each hour worked on the second and subsequent days of rest. Second and subsequent days of rest means the second and subsequent days in an unbroken series of consecutive and contiguous calendar days of rest.

## **Travel**

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

## **Designated paid holidays**

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

## **Vacation leave: ED and EU Groups**

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

## **Vacation leave: LS Group**

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

### **Sick leave**

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

### **Acting pay**

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

### **Exchange of shifts**

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

### **Minimum number of hours between shifts**

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

## **Article 40: dental care plan**

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

## **Article 41: termination or transfer of operations**

**41.01** This article applies to the ED and EU Groups only.

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

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

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

**41.05** When an official application to negotiate the takeover of a school is received from a band council, the Department of Indian and Northern Affairs Canada will notify the appropriate Alliance representative as soon as possible.

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

## **Article 42: miscellaneous, ED Group**

**42.01** This clause applies to employees certified in the Elementary and Secondary Teaching 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 workday for the employee.

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

**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 workday shall be seven decimal five (7.5) hours or such lesser period as the Employer may schedule. The workweek shall be from Monday to Friday and between the hours of 7:00 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 workday 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) subgroup who work for a period of twelve (12) months, to employees in the Language Teaching ED-LAT subgroup, to employees in the Language Instructor and Physical Education subgroups of the Educational Support (EU) group, and to employees in the Education Services ED-EDS subgroup employed at the Department of National Defence Canada who regularly teach.

**46.01** 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**

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- 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 twelve dollars (\$12.00), 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 twelve dollars (\$12.00) 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 pro-rated 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 teacher's 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. Federal Public Sector 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 reopener**

**56.01** This agreement may be amended by mutual consent.

## **\*\*Article 57: maternity-related reassignment or leave**

**\*\***

**57.01** An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the seventy-eighth (78th) 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 fetus 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 seventy-eight (78) 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 employee 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 employee in writing and shall grant leave of absence with pay to the employee 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, to be granted in up to two (2) periods of seven decimal five (7.5) hours each or four (4) periods of up to three decimal seven five (3.75) hours each, within each school year for personal reasons, at a time requested by the employee, provided the employee gives the Employer advance notice prior to the commencement of the leave of at least five (5) working days, unless there is a valid reason, as determined by the Employer, why such notice cannot be given.

### **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, 2021.

**63.02** Unless otherwise expressly stipulated, the provisions of this agreement shall become effective on the date it is signed.

This collective agreement is signed during the COVID-19 pandemic. Given the exceptional circumstances and the social distancing restrictions imposed by Public Health Authorities, the parties have agreed to sign this collective agreement electronically.

Signed at Ottawa, this 6th day of the month of November 2020.

**The Treasury Board of Canada**

Sandra Hassan  
Janet Legge  
Daniel Daoust  
Aren Charlebois  
Erin Doherty  
Michelle Clément  
Josh Bowen  
Adam Sylvester

**The Public Service Alliance of Canada**

Jamey Mills  
Mathieu Brûlé  
Michael Freeman  
Arliss Chute Ibsen  
Francesco Lai  
Marie-Hélène Leclerc  
Danielle Moffet

## **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) – Regional rates of pay, 10-month pay plan

Effective following the implementation of the new National rates of pay, 12 month pay plan below and movement of incumbents on to the grid, delete the following pay tables:

- Annex “A1” – Maritimes 10 month pay plan
- Annex “A1” – Quebec 10 month pay plan
- Annex “A1” – Ontario 10 month pay plan
- Annex “A1” – Manitoba 10 month pay plan
- Annex “A1” – Saskatchewan 10 month pay plan
- Annex “A1” – Alberta 10 month pay plan
- Annex “A1” – British Columbia 10 month pay plan

#### Table legend

X) Restructure: effective within 180 days after the signing of the collective agreement

#### Maritimes

##### 10 month pay plan

Teaching experience	Level 1	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	34,702	35,674	36,459	36,951	Restructure to National Rates of pay, 12 month pay plan
2	36,579	37,603	38,430	38,949	
3	38,457	39,534	40,404	40,949	
4	40,330	41,459	42,371	42,943	
5	42,205	43,387	44,342	44,941	
6	44,085	45,319	46,316	46,941	
7	45,949	47,236	48,275	48,927	
8	47,825	49,164	50,246	50,924	

Teaching experience	Level 2	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	36,598	37,623	38,451	38,970	Restructure to National Rates of pay, 12 month pay plan
2	38,523	39,602	40,473	41,019	
3	40,441	41,573	42,488	43,062	
4	42,360	43,546	44,504	45,105	
5	44,280	45,520	46,521	47,149	
6	46,205	47,499	48,544	49,199	
7	48,134	49,482	50,571	51,254	
8	50,049	51,450	52,582	53,292	
9	51,965	53,420	54,595	55,332	

Teaching experience	Level 3	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	41,824	42,995	43,941	44,534	Restructure to National Rates of pay, 12 month pay plan
2	43,751	44,976	45,965	46,586	
3	45,683	46,962	47,995	48,643	
4	47,616	48,949	50,026	50,701	
5	49,547	50,934	52,055	52,758	
6	51,488	52,930	54,094	54,824	
7	53,418	54,914	56,122	56,880	
8	55,348	56,898	58,150	58,935	
9	57,297	58,901	60,197	61,010	

Teaching experience	Level 4	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	48,422	49,778	50,873	51,560	Restructure to National Rates of pay, 12 month pay plan
2	50,783	52,205	53,354	54,074	
3	53,153	54,641	55,843	56,597	
4	55,519	57,074	58,330	59,117	
5	57,883	59,504	60,813	61,634	
6	60,242	61,929	63,291	64,145	
7	62,604	64,357	65,773	66,661	
8	64,974	66,793	68,262	69,184	
9	67,336	69,221	70,744	71,699	
10	69,713	71,665	73,242	74,231	

Teaching experience	Level 5	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	53,007	54,491	55,690	56,442	Restructure to National Rates of pay, 12 month pay plan
2	55,728	57,288	58,548	59,338	
3	58,442	60,078	61,400	62,229	
4	61,164	62,877	64,260	65,128	
5	63,886	65,675	67,120	68,026	
6	66,603	68,468	69,974	70,919	
7	69,321	71,262	72,830	73,813	
8	72,039	74,056	75,685	76,707	
9	74,756	76,849	78,540	79,600	
10	77,484	79,654	81,406	82,505	

Teaching experience	Level 6	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	55,900	57,465	58,729	59,522	Restructure to National Rates of pay, 12 month pay plan
2	58,614	60,255	61,581	62,412	
3	61,335	63,052	64,439	65,309	
4	64,056	65,850	67,299	68,208	
5	66,772	68,642	70,152	71,099	
6	69,494	71,440	73,012	73,998	
7	72,213	74,235	75,868	76,892	
8	74,930	77,028	78,723	79,786	
9	77,650	79,824	81,580	82,681	
10	80,384	82,635	84,453	85,593	

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

**Quebec**

**10 month pay plan**

Teaching experience	Level 1	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	36,390	37,409	38,232	38,748	Restructure to National Rates of pay, 12 month pay plan
2	38,796	39,882	40,759	41,309	
3	41,203	42,357	43,289	43,873	
4	43,617	44,838	45,824	46,443	
5	46,031	47,320	48,361	49,014	
6	48,441	49,797	50,893	51,580	
7	50,851	52,275	53,425	54,146	
8	53,262	54,753	55,958	56,713	
9	55,684	57,243	58,502	59,292	
10	58,097	59,724	61,038	61,862	

Teaching experience	Level 2	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	39,023	40,116	40,999	41,552	Restructure to National Rates of pay, 12 month pay plan
2	41,207	42,361	43,293	43,877	
3	43,405	44,620	45,602	46,218	
4	45,598	46,875	47,906	48,553	
5	47,794	49,132	50,213	50,891	
6	49,985	51,385	52,515	53,224	
7	52,182	53,643	54,823	55,563	
8	54,374	55,896	57,126	57,897	
9	56,568	58,152	59,431	60,233	
10	58,742	60,387	61,716	62,549	
11	60,934	62,640	64,018	64,882	

Teaching experience	Level 3	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	41,990	43,166	44,116	44,712	Restructure to National Rates of pay, 12 month pay plan
2	44,243	45,482	46,483	47,111	
3	46,500	47,802	48,854	49,514	
4	48,762	50,127	51,230	51,922	
5	51,019	52,448	53,602	54,326	
6	53,270	54,762	55,967	56,723	
7	55,531	57,086	58,342	59,130	
8	57,789	59,407	60,714	61,534	
9	60,047	61,728	63,086	63,938	
10	62,307	64,052	65,461	66,345	
11	64,562	66,370	67,830	68,746	

Teaching experience	Level 4	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	45,446	46,718	47,746	48,391	Restructure to National Rates of pay, 12 month pay plan
2	47,579	48,911	49,987	50,662	
3	49,715	51,107	52,231	52,936	
4	51,842	53,294	54,466	55,201	
5	53,974	55,485	56,706	57,472	
6	56,104	57,675	58,944	59,740	
7	58,232	59,862	61,179	62,005	
8	60,368	62,058	63,423	64,279	
9	62,492	64,242	65,655	66,541	
10	64,618	66,427	67,888	68,804	
11	66,754	68,623	70,133	71,080	
12	68,884	70,813	72,371	73,348	

Teaching experience	Level 5	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	49,425	50,809	51,927	52,628	Restructure to National Rates of pay, 12 month pay plan
2	51,644	53,090	54,258	54,990	
3	53,863	55,371	56,589	57,353	
4	56,086	57,656	58,924	59,719	
5	58,299	59,931	61,249	62,076	
6	60,523	62,218	63,587	64,445	
7	62,745	64,502	65,921	66,811	
8	64,957	66,776	68,245	69,166	
9	67,178	69,059	70,578	71,531	
10	69,400	71,343	72,913	73,897	
11	71,608	73,613	75,232	76,248	
12	73,826	75,893	77,563	78,610	



Teaching experience	Level 6	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	53,332	54,825	56,031	56,787	Restructure to National Rates of pay, 12 month pay plan
2	55,797	57,359	58,621	59,412	
3	58,276	59,908	61,226	62,053	
4	60,751	62,452	63,826	64,688	
5	63,222	64,992	66,422	67,319	
6	65,699	67,539	69,025	69,957	
7	68,171	70,080	71,622	72,589	
8	70,643	72,621	74,219	75,221	
9	73,122	75,169	76,823	77,860	
10	75,598	77,715	79,425	80,497	
11	78,082	80,268	82,034	83,141	
12	80,558	82,814	84,636	85,779	

**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	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	39,740	40,853	41,752	42,316	Restructure to National Rates of pay, 12 month pay plan
2	41,267	42,422	43,355	43,940	
3	42,789	43,987	44,955	45,562	
4	44,311	45,552	46,554	47,182	
5	45,844	47,128	48,165	48,815	
6	47,365	48,691	49,762	50,434	
7	48,886	50,255	51,361	52,054	
8	50,409	51,820	52,960	53,675	

Teaching experience	Level 2	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	44,438	45,682	46,687	47,317	Restructure to National Rates of pay, 12 month pay plan
2	46,613	47,918	48,972	49,633	
3	48,783	50,149	51,252	51,944	
4	50,952	52,379	53,531	54,254	
5	53,121	54,608	55,809	56,562	
6	55,292	56,840	58,090	58,874	
7	57,461	59,070	60,370	61,185	
8	59,640	61,310	62,659	63,505	
9	61,787	63,517	64,914	65,790	

Teaching experience	Level 3	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	46,323	47,620	48,668	49,325	Restructure to National Rates of pay, 12 month pay plan
2	48,722	50,086	51,188	51,879	
3	51,119	52,550	53,706	54,431	
4	53,515	55,013	56,223	56,982	
5	55,913	57,479	58,744	59,537	
6	58,311	59,944	61,263	62,090	
7	60,706	62,406	63,779	64,640	
8	63,102	64,869	66,296	67,191	
9	65,508	67,342	68,824	69,753	
10	67,896	69,797	71,333	72,296	

Teaching experience	Level 4	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	52,252	53,715	54,897	55,638	Restructure to National Rates of pay, 12 month pay plan
2	54,883	56,420	57,661	58,439	
3	57,503	59,113	60,413	61,229	
4	60,129	61,813	63,173	64,026	
5	62,761	64,518	65,937	66,827	
6	65,383	67,214	68,693	69,620	
7	68,011	69,915	71,453	72,418	
8	70,636	72,614	74,212	75,214	
9	73,260	75,311	76,968	78,007	
10	75,882	78,007	79,723	80,799	

Teaching experience	Level 5	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	54,557	56,085	57,319	58,093	Restructure to National Rates of pay, 12 month pay plan
2	57,196	58,797	60,091	60,902	
3	59,839	61,514	62,867	63,716	
4	62,480	64,229	65,642	66,528	
5	65,124	66,947	68,420	69,344	
6	67,761	69,658	71,190	72,151	
7	70,409	72,380	73,972	74,971	
8	73,049	75,094	76,746	77,782	
9	75,686	77,805	79,517	80,590	
10	78,341	80,535	82,307	83,418	

Teaching experience	Level 6	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	58,651	60,293	61,619	62,451	Restructure to National Rates of pay, 12 month pay plan
2	61,953	63,688	65,089	65,968	
3	65,269	67,097	68,573	69,499	
4	68,579	70,499	72,050	73,023	
5	71,894	73,907	75,533	76,553	
6	75,202	77,308	79,009	80,076	
7	78,513	80,711	82,487	83,601	
8	81,972	84,267	86,121	87,284	
9	85,123	87,506	89,431	90,638	
10	88,441	90,917	92,917	94,171	

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

#### Manitoba

#### 10 month pay plan

Teaching experience	Level 1	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	37,268	38,312	39,155	39,684	Restructure to National Rates of pay, 12 month pay plan
2	38,636	39,718	40,592	41,140	
3	39,999	41,119	42,024	42,591	
4	41,360	42,518	43,453	44,040	
5	42,723	43,919	44,885	45,491	
6	44,091	45,326	46,323	46,948	
7	45,454	46,727	47,755	48,400	
8	46,832	48,143	49,202	49,866	

Teaching experience	Level 2	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	40,503	41,637	42,553	43,127	Restructure to National Rates of pay, 12 month pay plan
2	41,929	43,103	44,051	44,646	
3	43,356	44,570	45,551	46,166	
4	44,778	46,032	47,045	47,680	
5	46,205	47,499	48,544	49,199	
6	47,631	48,965	50,042	50,718	
7	49,054	50,428	51,537	52,233	
8	50,483	51,897	53,039	53,755	
9	51,897	53,350	54,524	55,260	

Teaching experience	Level 3	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	44,476	45,721	46,727	47,358	Restructure to National Rates of pay, 12 month pay plan
2	46,189	47,482	48,527	49,182	
3	47,890	49,231	50,314	50,993	
4	49,592	50,981	52,103	52,806	
5	51,291	52,727	53,887	54,614	
6	52,995	54,479	55,678	56,430	
7	54,703	56,235	57,472	58,248	
8	56,408	57,987	59,263	60,063	
9	58,095	59,722	61,036	61,860	

Teaching experience	Level 4	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	54,338	55,859	57,088	57,859	Restructure to National Rates of pay, 12 month pay plan
2	56,907	58,500	59,787	60,594	
3	59,485	61,151	62,496	63,340	
4	62,065	63,803	65,207	66,087	
5	64,640	66,450	67,912	68,829	
6	67,229	69,111	70,631	71,585	
7	69,793	71,747	73,325	74,315	
8	72,368	74,394	76,031	77,057	
9	74,952	77,051	78,746	79,809	
10	77,524	79,695	81,448	82,548	

Teaching experience	Level 5	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	57,686	59,301	60,606	61,424	Restructure to National Rates of pay, 12 month pay plan
2	60,269	61,957	63,320	64,175	
3	62,854	64,614	66,036	66,927	
4	65,435	67,267	68,747	69,675	
5	68,020	69,925	71,463	72,428	
6	70,599	72,576	74,173	75,174	
7	73,176	75,225	76,880	77,918	
8	75,759	77,880	79,593	80,668	
9	78,343	80,537	82,309	83,420	
10	80,937	83,203	85,033	86,181	

Teaching experience	Level 6	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	60,651	62,349	63,721	64,581	Restructure to National Rates of pay, 12 month pay plan
2	63,420	65,196	66,630	67,530	
3	66,185	68,038	69,535	70,474	
4	68,952	70,883	72,442	73,420	
5	71,723	73,731	75,353	76,370	
6	74,482	76,567	78,251	79,307	
7	77,260	79,423	81,170	82,266	
8	80,025	82,266	84,076	85,211	
9	82,798	85,116	86,989	88,163	
10	85,557	87,953	89,888	91,101	

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

#### Saskatchewan

#### 10 month pay plan

Teaching experience	Level 1	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	34,847	35,823	36,611	37,105	Restructure to National Rates of pay, 12 month pay plan
2	36,507	37,529	38,355	38,873	
3	38,171	39,240	40,103	40,644	
4	39,834	40,949	41,850	42,415	
5	41,490	42,652	43,590	44,178	
6	43,154	44,362	45,338	45,950	
7	44,813	46,068	47,081	47,717	
8	46,489	47,791	48,842	49,501	

Teaching experience	Level 2	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	39,026	40,119	41,002	41,556	Restructure to National Rates of pay, 12 month pay plan
2	41,086	42,236	43,165	43,748	
3	43,129	44,337	45,312	45,924	
4	45,182	46,447	47,469	48,110	
5	47,243	48,566	49,634	50,304	
6	49,289	50,669	51,784	52,483	
7	51,339	52,776	53,937	54,665	
8	53,392	54,887	56,095	56,852	
9	55,449	57,002	58,256	59,042	

Teaching experience	Level 3	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	43,423	44,639	45,621	46,237	Restructure to National Rates of pay, 12 month pay plan
2	45,451	46,724	47,752	48,397	
3	47,469	48,798	49,872	50,545	
4	49,487	50,873	51,992	52,694	
5	51,512	52,954	54,119	54,850	
6	53,532	55,031	56,242	57,001	
7	55,551	57,106	58,362	59,150	
8	57,573	59,185	60,487	61,304	
9	59,611	61,280	62,628	63,473	

Teaching experience	Level 4	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	52,594	54,067	55,256	56,002	Restructure to National Rates of pay, 12 month pay plan
2	55,094	56,637	57,883	58,664	
3	57,591	59,204	60,506	61,323	
4	60,097	61,780	63,139	63,991	
5	62,593	64,346	65,762	66,650	
6	65,089	66,911	68,383	69,306	
7	67,599	69,492	71,021	71,980	
8	70,089	72,051	73,636	74,630	
9	72,584	74,616	76,258	77,287	
10	75,106	77,209	78,908	79,973	

Teaching experience	Level 5	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	56,915	58,509	59,796	60,603	Restructure to National Rates of pay, 12 month pay plan
2	59,364	61,026	62,369	63,211	
3	61,794	63,524	64,922	65,798	
4	64,248	66,047	67,500	68,411	
5	66,683	68,550	70,058	71,004	
6	69,122	71,057	72,620	73,600	
7	71,565	73,569	75,188	76,203	
8	74,000	76,072	77,746	78,796	
9	76,444	78,584	80,313	81,397	
10	78,881	81,090	82,874	83,993	

Teaching experience	Level 6	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	60,054	61,736	63,094	63,946	Restructure to National Rates of pay, 12 month pay plan
2	62,500	64,250	65,664	66,550	
3	64,938	66,756	68,225	69,146	
4	67,383	69,270	70,794	71,750	
5	69,824	71,779	73,358	74,348	
6	72,260	74,283	75,917	76,942	
7	74,701	76,793	78,482	79,542	
8	77,147	79,307	81,052	82,146	
9	79,584	81,812	83,612	84,741	
10	82,014	84,310	86,165	87,328	

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

#### Alberta

#### 10 month pay plan

Teaching experience	Level 1	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	36,393	37,412	38,235	38,751	Restructure to National Rates of pay, 12 month pay plan
2	38,245	39,316	40,181	40,723	
3	40,095	41,218	42,125	42,694	
4	41,937	43,111	44,059	44,654	
5	43,797	45,023	46,014	46,635	
6	45,645	46,923	47,955	48,602	
7	47,490	48,820	49,894	50,568	
8	49,332	50,713	51,829	52,529	

Teaching experience	Level 2	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	40,420	41,552	42,466	43,039	Restructure to National Rates of pay, 12 month pay plan
2	42,788	43,986	44,954	45,561	
3	45,160	46,424	47,445	48,086	
4	47,530	48,861	49,936	50,610	
5	49,891	51,288	52,416	53,124	
6	52,254	53,717	54,899	55,640	
7	54,619	56,148	57,383	58,158	
8	56,985	58,581	59,870	60,678	
9	59,349	61,011	62,353	63,195	

Teaching experience	Level 3	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	46,837	48,148	49,207	49,871	Restructure to National Rates of pay, 12 month pay plan
2	49,205	50,583	51,696	52,394	
3	51,576	53,020	54,186	54,918	
4	53,938	55,448	56,668	57,433	
5	56,305	57,882	59,155	59,954	
6	58,673	60,316	61,643	62,475	
7	61,036	62,745	64,125	64,991	
8	63,408	65,183	66,617	67,516	
9	65,764	67,605	69,092	70,025	

Teaching experience	Level 4	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	53,778	55,284	56,500	57,263	Restructure to National Rates of pay, 12 month pay plan
2	56,602	58,187	59,467	60,270	
3	59,439	61,103	62,447	63,290	
4	62,273	64,017	65,425	66,308	
5	65,109	66,932	68,405	69,328	
6	67,942	69,844	71,381	72,345	
7	70,777	72,759	74,360	75,364	
8	73,607	75,668	77,333	78,377	
9	76,443	78,583	80,312	81,396	
10	79,273	81,493	83,286	84,410	

Teaching experience	Level 5	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	56,587	58,171	59,451	60,254	Restructure to National Rates of pay, 12 month pay plan
2	59,454	61,119	62,464	63,307	
3	62,318	64,063	65,472	66,356	
4	65,188	67,013	68,487	69,412	
5	68,060	69,966	71,505	72,470	
6	70,931	72,917	74,521	75,527	
7	73,791	75,857	77,526	78,573	
8	76,655	78,801	80,535	81,622	
9	79,528	81,755	83,554	84,682	
10	82,392	84,699	86,562	87,731	



Teaching experience	Level 6	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	59,794	61,468	62,820	63,668	Restructure to National Rates of pay, 12 month pay plan
2	62,656	64,410	65,827	66,716	
3	65,528	67,363	68,845	69,774	
4	68,393	70,308	71,855	72,825	
5	71,264	73,259	74,871	75,882	
6	74,126	76,202	77,878	78,929	
7	76,996	79,152	80,893	81,985	
8	79,861	82,097	83,903	85,036	
9	82,730	85,046	86,917	88,090	
10	85,605	88,002	89,938	91,152	

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

#### British Columbia

#### 10 month pay plan

Teaching experience	Level 1	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	40,460	41,593	42,508	43,082	Restructure to National Rates of pay, 12 month pay plan
2	42,417	43,605	44,564	45,166	
3	44,380	45,623	46,627	47,256	
4	46,348	47,646	48,694	49,351	
5	48,303	49,655	50,747	51,432	
6	50,265	51,672	52,809	53,522	
7	52,223	53,685	54,866	55,607	
8	54,185	55,702	56,927	57,696	

Teaching experience	Level 2	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	43,792	45,018	46,008	46,629	Restructure to National Rates of pay, 12 month pay plan
2	45,723	47,003	48,037	48,685	
3	47,651	48,985	50,063	50,739	
4	49,585	50,973	52,094	52,797	
5	51,508	52,950	54,115	54,846	
6	53,440	54,936	56,145	56,903	
7	55,370	56,920	58,172	58,957	
8	57,300	58,904	60,200	61,013	
9	59,228	60,886	62,225	63,065	

Teaching experience	Level 3	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	48,399	49,754	50,849	51,535	Restructure to National Rates of pay, 12 month pay plan
2	51,013	52,441	53,595	54,319	
3	53,626	55,128	56,341	57,102	
4	56,244	57,819	59,091	59,889	
5	58,857	60,505	61,836	62,671	
6	61,471	63,192	64,582	65,454	
7	64,086	65,880	67,329	68,238	
8	66,699	68,567	70,075	71,021	
9	69,315	71,256	72,824	73,807	

Teaching experience	Level 4	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	51,894	53,347	54,521	55,257	Restructure to National Rates of pay, 12 month pay plan
2	54,646	56,176	57,412	58,187	
3	57,393	59,000	60,298	61,112	
4	60,141	61,825	63,185	64,038	
5	62,891	64,652	66,074	66,966	
6	65,641	67,479	68,964	69,895	
7	68,392	70,307	71,854	72,824	
8	71,139	73,131	74,740	75,749	
9	73,891	75,960	77,631	78,679	
10	76,643	78,789	80,522	81,609	
11	79,393	81,616	83,412	84,538	

Teaching experience	Level 5	1/7/18*	1/7/19*	1/7/20*	X – Restructure
1	55,591	57,148	58,405	59,193	Restructure to National Rates of pay, 12 month pay plan
2	58,669	60,312	61,639	62,471	
3	61,750	63,479	64,876	65,752	
4	64,823	66,638	68,104	69,023	
5	67,905	69,806	71,342	72,305	
6	70,983	72,971	74,576	75,583	
7	74,063	76,137	77,812	78,862	
8	77,148	79,308	81,053	82,147	
9	80,223	82,469	84,283	85,421	
10	83,306	85,639	87,523	88,705	
11	86,384	88,803	90,757	91,982	

Teaching experience	Level 6	1/7/18*	1/7/19*	1/7/20*	X – Restructure
<b>1</b>	59,943	61,621	62,977	63,827	Restructure to National Rates of pay, 12 month pay plan
<b>2</b>	62,897	64,658	66,080	66,972	
<b>3</b>	65,852	67,696	69,185	70,119	
<b>4</b>	68,814	70,741	72,297	73,273	
<b>5</b>	71,769	73,779	75,402	76,420	
<b>6</b>	74,734	76,827	78,517	79,577	
<b>7</b>	77,688	79,863	81,620	82,722	
<b>8</b>	80,646	82,904	84,728	85,872	
<b>9</b>	83,604	85,945	87,836	89,022	
<b>10</b>	86,566	88,990	90,948	92,176	
<b>11</b>	89,520	92,027	94,052	95,322	

\*Rates of pay will be adjusted within 180 days of signature of the collective agreement. Changes to rates of pay with an effective date prior to the salary adjustment date will be paid according to Appendix K, as a lump-sum payment. In particular:

- a. Year 1 increases: paid as a retroactive lump-sum payment equal to a 2.8% economic increase of July 1, 2017, rates.
- b. Year 2 increases: paid as a retroactive lump-sum payment equal to the year 1 increase plus a 2.2% economic increase, for a compounded total increase of 5.062% of July 1, 2017, rates.
- c. Year 3 increases: paid as a retroactive lump-sum payment equal to the year 1 and year 2 increases plus a 1.35% economic increase, for a compounded total increase of 6.480% of July 1, 2017, rates.
- d. National rates of pay, 12 month pay plan

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**Elementary and Secondary Teaching Sub-Group (ED-EST) annual rates of pay (in dollars)  
– National rates of pay, 12-month pay plan**

Effective according to the dates determined by clause 2a)(ii) of the new Appendix “K” – Memorandum of Understanding with respect to Implementation of the Collective Agreement, the following pay table becomes the 12-month national rates of pay for ED-EST teachers:

Teaching experience	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
<b>1</b>	52,648	56,781	61,842	69,824	74,965	80,367
<b>2</b>	55,732	59,561	65,183	73,335	78,902	84,143
<b>3</b>	58,816	62,333	68,521	76,846	82,829	87,928
<b>4</b>	61,896	65,104	71,867	80,359	86,766	91,704
<b>5</b>	64,975	67,876	75,205	83,873	90,700	95,492
<b>6</b>	68,056	70,649	78,545	87,388	94,635	99,267
<b>7</b>	71,151	73,421	81,886	90,899	98,577	103,046
<b>8</b>	74,234	76,206	85,225	94,415	102,506	106,826
<b>9</b>	n/a	78,948	88,568	97,932	106,445	110,610
<b>10</b>	n/a	n/a	n/a	101,446	110,378	114,385

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

**Maritimes**

**Indian and Northern Affairs Canada 12 month pay plan**

Teaching experience	Level 1	1/7/18*	1/7/19*	1/7/20*
<b>1</b>	34,975	35,954	36,745	37,241
<b>2</b>	37,012	38,048	38,885	39,410
<b>3</b>	39,053	40,146	41,029	41,583
<b>4</b>	41,075	42,225	43,154	43,737
<b>5</b>	43,114	44,321	45,296	45,907
<b>6</b>	45,153	46,417	47,438	48,078
<b>7</b>	47,180	48,501	49,568	50,237
<b>8</b>	49,218	50,596	51,709	52,407

Teaching experience	Level 2	1/7/18*	1/7/19*	1/7/20*
1	37,050	38,087	38,925	39,450
2	39,131	40,227	41,112	41,667
3	41,224	42,378	43,310	43,895
4	43,310	44,523	45,503	46,117
5	45,401	46,672	47,699	48,343
6	47,489	48,819	49,893	50,567
7	49,575	50,963	52,084	52,787
8	51,662	53,109	54,277	55,010
9	53,774	55,280	56,496	57,259

Teaching experience	Level 3	1/7/18*	1/7/19*	1/7/20*
1	42,729	43,925	44,891	45,497
2	44,828	46,083	47,097	47,733
3	46,942	48,256	49,318	49,984
4	49,037	50,410	51,519	52,215
5	51,148	52,580	53,737	54,462
6	53,249	54,740	55,944	56,699
7	55,350	56,900	58,152	58,937
8	57,460	59,069	60,369	61,184
9	59,564	61,232	62,579	63,424

Teaching experience	Level 4	1/7/18*	1/7/19*	1/7/20*
1	49,914	51,312	52,441	53,149
2	52,497	53,967	55,154	55,899
3	55,066	56,608	57,853	58,634
4	57,644	59,258	60,562	61,380
5	60,219	61,905	63,267	64,121
6	62,796	64,554	65,974	66,865
7	65,373	67,203	68,681	69,608
8	67,953	69,856	71,393	72,357
9	70,529	72,504	74,099	75,099
10	73,084	75,130	76,783	77,820

Teaching experience	Level 5	1/7/18*	1/7/19*	1/7/20*
1	54,898	56,435	57,677	58,456
2	57,866	59,486	60,795	61,616
3	60,828	62,531	63,907	64,770
4	63,795	65,581	67,024	67,929
5	66,748	68,617	70,127	71,074
6	69,715	71,667	73,244	74,233
7	72,671	74,706	76,350	77,381
8	75,634	77,752	79,463	80,536
9	78,597	80,798	82,576	83,691
10	81,544	83,827	85,671	86,828

Teaching experience	Level 6	1/7/18*	1/7/19*	1/7/20*
1	58,054	59,680	60,993	61,816
2	61,016	62,724	64,104	64,969
3	63,979	65,770	67,217	68,124
4	66,940	68,814	70,328	71,277
5	69,899	71,856	73,437	74,428
6	72,867	74,907	76,555	77,588
7	75,828	77,951	79,666	80,741
8	78,783	80,989	82,771	83,888
9	81,749	84,038	85,887	87,046
10	84,697	87,069	88,985	90,186

**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	1/7/18*	1/7/19*	1/7/20*
1	37,417	38,465	39,311	39,842
2	40,084	41,206	42,113	42,682
3	42,750	43,947	44,914	45,520
4	45,418	46,690	47,717	48,361
5	48,087	49,433	50,521	51,203
6	50,754	52,175	53,323	54,043
7	53,424	54,920	56,128	56,886
8	56,095	57,666	58,935	59,731
9	58,754	60,399	61,728	62,561
10	61,426	63,146	64,535	65,406

Teaching experience	Level 2	1/7/18*	1/7/19*	1/7/20*
1	40,324	41,453	42,365	42,937
2	42,750	43,947	44,914	45,520
3	45,176	46,441	47,463	48,104
4	47,598	48,931	50,007	50,682
5	50,027	51,428	52,559	53,269
6	52,454	53,923	55,109	55,853
7	54,873	56,409	57,650	58,428
8	57,304	58,909	60,205	61,018
9	59,726	61,398	62,749	63,596
10	62,137	63,877	65,282	66,163
11	64,554	66,362	67,822	68,738

Teaching experience	Level 3	1/7/18*	1/7/19*	1/7/20*
1	43,612	44,833	45,819	46,438
2	46,111	47,402	48,445	49,099
3	48,612	49,973	51,072	51,761
4	51,105	52,536	53,692	54,417
5	53,601	55,102	56,314	57,074
6	56,109	57,680	58,949	59,745
7	58,604	60,245	61,570	62,401
8	61,099	62,810	64,192	65,059
9	63,597	65,378	66,816	67,718
10	66,078	67,928	69,422	70,359
11	68,573	70,493	72,044	73,017

Teaching experience	Level 4	1/7/18*	1/7/19*	1/7/20*
1	47,440	48,768	49,841	50,514
2	49,801	51,195	52,321	53,027
3	52,158	53,618	54,798	55,538
4	54,515	56,041	57,274	58,047
5	56,864	58,456	59,742	60,549
6	59,224	60,882	62,221	63,061
7	61,579	63,303	64,696	65,569
8	63,937	65,727	67,173	68,080
9	66,289	68,145	69,644	70,584
10	68,653	70,575	72,128	73,102
11	71,002	72,990	74,596	75,603
12	73,353	75,407	77,066	78,106

Teaching experience	Level 5	1/7/18*	1/7/19*	1/7/20*
1	51,830	53,281	54,453	55,188
2	54,285	55,805	57,033	57,803
3	56,737	58,326	59,609	60,414
4	59,187	60,844	62,183	63,022
5	61,644	63,370	64,764	65,638
6	64,093	65,888	67,338	68,247
7	66,547	68,410	69,915	70,859
8	68,996	70,928	72,488	73,467
9	71,449	73,450	75,066	76,079
10	73,902	75,971	77,642	78,690
11	76,366	78,504	80,231	81,314
12	78,818	81,025	82,808	83,926

Teaching experience	Level 6	1/7/18*	1/7/19*	1/7/20*
1	56,143	57,715	58,985	59,781
2	58,887	60,536	61,868	62,703
3	61,625	63,351	64,745	65,619
4	64,365	66,167	67,623	68,536
5	67,102	68,981	70,499	71,451
6	69,839	71,794	73,373	74,364
7	72,567	74,599	76,240	77,269
8	75,309	77,418	79,121	80,189
9	78,051	80,236	82,001	83,108
10	80,783	83,045	84,872	86,018
11	83,527	85,866	87,755	88,940
12	86,263	88,678	90,629	91,852

**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	1/7/18*	1/7/19*	1/7/20*
1	40,468	41,601	42,516	43,090
2	42,129	43,309	44,262	44,860
3	43,789	45,015	46,005	46,626
4	45,439	46,711	47,739	48,383
5	47,107	48,426	49,491	50,159
6	48,765	50,130	51,233	51,925
7	50,424	51,836	52,976	53,691
8	52,073	53,531	54,709	55,448



Teaching experience	Level 2	1/7/18*	1/7/19*	1/7/20*
1	45,583	46,859	47,890	48,537
2	47,942	49,284	50,368	51,048
3	50,304	51,713	52,851	53,564
4	52,662	54,137	55,328	56,075
5	55,024	56,565	57,809	58,589
6	57,389	58,996	60,294	61,108
7	59,748	61,421	62,772	63,619
8	62,101	63,840	65,244	66,125
9	64,453	66,258	67,716	68,630

Teaching experience	Level 3	1/7/18*	1/7/19*	1/7/20*
1	47,626	48,960	50,037	50,712
2	50,235	51,642	52,778	53,491
3	52,838	54,317	55,512	56,261
4	55,446	56,998	58,252	59,038
5	58,053	59,678	60,991	61,814
6	60,661	62,360	63,732	64,592
7	63,269	65,041	66,472	67,369
8	65,877	67,722	69,212	70,146
9	68,482	70,399	71,948	72,919
10	71,106	73,097	74,705	75,714

Teaching experience	Level 4	1/7/18*	1/7/19*	1/7/20*
1	54,091	55,606	56,829	57,596
2	56,948	58,543	59,831	60,639
3	59,802	61,476	62,828	63,676
4	62,664	64,419	65,836	66,725
5	65,515	67,349	68,831	69,760
6	68,375	70,290	71,836	72,806
7	71,232	73,226	74,837	75,847
8	74,086	76,160	77,836	78,887
9	76,945	79,099	80,839	81,930
10	79,790	82,024	83,829	84,961

Teaching experience	Level 5	1/7/18*	1/7/19*	1/7/20*
1	56,592	58,177	59,457	60,260
2	59,464	61,129	62,474	63,317
3	62,352	64,098	65,508	66,392
4	65,222	67,048	68,523	69,448
5	68,103	70,010	71,550	72,516
6	70,982	72,969	74,574	75,581
7	73,858	75,926	77,596	78,644
8	76,733	78,882	80,617	81,705
9	79,611	81,840	83,640	84,769
10	82,469	84,778	86,643	87,813

Teaching experience	Level 6	1/7/18*	1/7/19*	1/7/20*
1	61,043	62,752	64,133	64,999
2	64,651	66,461	67,923	68,840
3	68,254	70,165	71,709	72,677
4	71,859	73,871	75,496	76,515
5	75,468	77,581	79,288	80,358
6	79,068	81,282	83,070	84,191
7	82,669	84,984	86,854	88,027
8	86,226	88,640	90,590	91,813
9	89,435	91,939	93,962	95,230
10	92,646	95,240	97,335	98,649

**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	1/7/18*	1/7/19*	1/7/20*
1	39,350	40,452	41,342	41,900
2	40,895	42,040	42,965	43,545
3	42,439	43,627	44,587	45,189
4	43,984	45,216	46,211	46,835
5	45,535	46,810	47,840	48,486
6	47,080	48,398	49,463	50,131
7	48,626	49,988	51,088	51,778
8	50,185	51,590	52,725	53,437

Teaching experience	Level 2	1/7/18*	1/7/19*	1/7/20*
1	43,014	44,218	45,191	45,801
2	44,616	45,865	46,874	47,507
3	46,235	47,530	48,576	49,232
4	47,843	49,183	50,265	50,944
5	49,462	50,847	51,966	52,668
6	51,069	52,499	53,654	54,378
7	52,684	54,159	55,350	56,097
8	54,301	55,821	57,049	57,819
9	55,924	57,490	58,755	59,548

Teaching experience	Level 3	1/7/18*	1/7/19*	1/7/20*
1	47,530	48,861	49,936	50,610
2	49,456	50,841	51,960	52,661
3	51,390	52,829	53,991	54,720
4	53,310	54,803	56,009	56,765
5	55,247	56,794	58,043	58,827
6	57,178	58,779	60,072	60,883
7	59,109	60,764	62,101	62,939
8	61,032	62,741	64,121	64,987
9	62,967	64,730	66,154	67,047

Teaching experience	Level 4	1/7/18*	1/7/19*	1/7/20*
1	58,688	60,331	61,658	62,490
2	61,610	63,335	64,728	65,602
3	64,535	66,342	67,802	68,717
4	67,453	69,342	70,868	71,825
5	70,382	72,353	73,945	74,943
6	73,297	75,349	77,007	78,047
7	76,213	78,347	80,071	81,152
8	79,138	81,354	83,144	84,266
9	82,058	84,356	86,212	87,376
10	84,984	87,364	89,286	90,491

Teaching experience	Level 5	1/7/18*	1/7/19*	1/7/20*
1	62,504	64,254	65,668	66,555
2	65,429	67,261	68,741	69,669
3	68,362	70,276	71,822	72,792
4	71,282	73,278	74,890	75,901
5	74,217	76,295	77,973	79,026
6	77,142	79,302	81,047	82,141
7	80,079	82,321	84,132	85,268
8	83,004	85,328	87,205	88,382
9	85,914	88,320	90,263	91,482
10	88,528	91,007	93,009	94,265

Teaching experience	Level 6	1/7/18*	1/7/19*	1/7/20*
1	65,861	67,705	69,195	70,129
2	68,995	70,927	72,487	73,466
3	72,132	74,152	75,783	76,806
4	75,272	77,380	79,082	80,150
5	78,404	80,599	82,372	83,484
6	81,544	83,827	85,671	86,828
7	84,673	87,044	88,959	90,160
8	87,593	90,046	92,027	93,269
9	90,387	92,918	94,962	96,244
10	93,179	95,788	97,895	99,217

**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	1/7/18*	1/7/19*	1/7/20*
1	36,009	37,017	37,831	38,342
2	37,859	38,919	39,775	40,312
3	39,713	40,825	41,723	42,286
4	41,559	42,723	43,663	44,252
5	43,414	44,630	45,612	46,228
6	45,261	46,528	47,552	48,194
7	47,117	48,436	49,502	50,170
8	48,975	50,346	51,454	52,149

Teaching experience	Level 2	1/7/18*	1/7/19*	1/7/20*
1	40,663	41,802	42,722	43,299
2	42,951	44,154	45,125	45,734
3	45,248	46,515	47,538	48,180
4	47,531	48,862	49,937	50,611
5	49,825	51,220	52,347	53,054
6	52,115	53,574	54,753	55,492
7	54,404	55,927	57,157	57,929
8	56,696	58,283	59,565	60,369
9	58,971	60,622	61,956	62,792

Teaching experience	Level 3	1/7/18*	1/7/19*	1/7/20*
1	45,571	46,847	47,878	48,524
2	47,819	49,158	50,239	50,917
3	50,074	51,476	52,608	53,318
4	52,330	53,795	54,978	55,720
5	54,585	56,113	57,347	58,121
6	56,842	58,434	59,720	60,526
7	59,086	60,740	62,076	62,914
8	61,339	63,056	64,443	65,313
9	63,618	65,399	66,838	67,740

Teaching experience	Level 4	1/7/18*	1/7/19*	1/7/20*
1	55,801	57,363	58,625	59,416
2	58,584	60,224	61,549	62,380
3	61,382	63,101	64,489	65,360
4	64,166	65,963	67,414	68,324
5	66,953	68,828	70,342	71,292
6	69,747	71,700	73,277	74,266
7	72,531	74,562	76,202	77,231
8	75,330	77,439	79,143	80,211
9	78,117	80,304	82,071	83,179
10	80,881	83,146	84,975	86,122

Teaching experience	Level 5	1/7/18*	1/7/19*	1/7/20*
1	60,616	62,313	63,684	64,544
2	63,337	65,110	66,542	67,440
3	66,058	67,908	69,402	70,339
4	68,777	70,703	72,258	73,233
5	71,501	73,503	75,120	76,134
6	74,227	76,305	77,984	79,037
7	76,948	79,103	80,843	81,934
8	79,665	81,896	83,698	84,828
9	82,382	84,689	86,552	87,720
10	85,100	87,483	89,408	90,615

Teaching experience	Level 6	1/7/18*	1/7/19*	1/7/20*
1	64,113	65,908	67,358	68,267
2	66,831	68,702	70,213	71,161
3	69,558	71,506	73,079	74,066
4	72,280	74,304	75,939	76,964
5	74,994	77,094	78,790	79,854
6	77,716	79,892	81,650	82,752
7	80,439	82,691	84,510	85,651
8	83,165	85,494	87,375	88,555
9	85,880	88,285	90,227	91,445
10	88,501	90,979	92,981	94,236

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

**Alberta**

**Indian and Northern Affairs Canada 12 month pay plan**

Teaching experience	Level 1	1/7/18*	1/7/19*	1/7/20*
1	36,527	37,550	38,376	38,894
2	38,530	39,609	40,480	41,026
3	40,518	41,653	42,569	43,144
4	42,521	43,712	44,674	45,277
5	44,513	45,759	46,766	47,397
6	46,509	47,811	48,863	49,523
7	48,508	49,866	50,963	51,651
8	50,505	51,919	53,061	53,777

Teaching experience	Level 2	1/7/18*	1/7/19*	1/7/20*
1	40,881	42,026	42,951	43,531
2	43,434	44,650	45,632	46,248
3	45,991	47,279	48,319	48,971
4	48,542	49,901	50,999	51,687
5	51,095	52,526	53,682	54,407
6	53,648	55,150	56,363	57,124
7	56,202	57,776	59,047	59,844
8	58,754	60,399	61,728	62,561
9	61,310	63,027	64,414	65,284

Teaching experience	Level 3	1/7/18*	1/7/19*	1/7/20*
1	47,810	49,149	50,230	50,908
2	50,351	51,761	52,900	53,614
3	52,905	54,386	55,582	56,332
4	55,460	57,013	58,267	59,054
5	58,010	59,634	60,946	61,769
6	60,570	62,266	63,636	64,495
7	63,121	64,888	66,316	67,211
8	65,667	67,506	68,991	69,922
9	68,234	70,145	71,688	72,656

Teaching experience	Level 4	1/7/18*	1/7/19*	1/7/20*
1	55,293	56,841	58,092	58,876
2	58,348	59,982	61,302	62,130
3	61,403	63,122	64,511	65,382
4	64,469	66,274	67,732	68,646
5	67,525	69,416	70,943	71,901
6	70,579	72,555	74,151	75,152
7	73,636	75,698	77,363	78,407
8	76,695	78,842	80,577	81,665
9	79,759	81,992	83,796	84,927
10	82,823	85,142	87,015	88,190

Teaching experience	Level 5	1/7/18*	1/7/19*	1/7/20*
1	58,327	59,960	61,279	62,106
2	61,435	63,155	64,544	65,415
3	64,527	66,334	67,793	68,708
4	67,620	69,513	71,042	72,001
5	70,723	72,703	74,302	75,305
6	73,821	75,888	77,558	78,605
7	76,918	79,072	80,812	81,903
8	80,011	82,251	84,061	85,196
9	83,104	85,431	87,310	88,489
10	86,195	88,608	90,557	91,780

Teaching experience	Level 6	1/7/18*	1/7/19*	1/7/20*
1	61,788	63,518	64,915	65,791
2	64,887	66,704	68,171	69,091
3	67,985	69,889	71,427	72,391
4	71,083	73,073	74,681	75,689
5	74,178	76,255	77,933	78,985
6	77,276	79,440	81,188	82,284
7	80,376	82,627	84,445	85,585
8	83,468	85,805	87,693	88,877
9	86,561	88,985	90,943	92,171
10	89,371	91,873	93,894	95,162

**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	1/7/18*	1/7/19*	1/7/20*
1	41,583	42,747	43,687	44,277
2	43,733	44,958	45,947	46,567
3	45,883	47,168	48,206	48,857
4	48,032	49,377	50,463	51,144
5	50,184	51,589	52,724	53,436
6	52,336	53,801	54,985	55,727
7	54,485	56,011	57,243	58,016
8	56,638	58,224	59,505	60,308



Teaching experience	Level 2	1/7/18*	1/7/19*	1/7/20*
1	45,237	46,504	47,527	48,169
2	47,350	48,676	49,747	50,419
3	49,469	50,854	51,973	52,675
4	51,584	53,028	54,195	54,927
5	53,702	55,206	56,421	57,183
6	55,815	57,378	58,640	59,432
7	57,936	59,558	60,868	61,690
8	60,050	61,731	63,089	63,941
9	62,168	63,909	65,315	66,197

Teaching experience	Level 3	1/7/18*	1/7/19*	1/7/20*
1	50,284	51,692	52,829	53,542
2	53,155	54,643	55,845	56,599
3	56,023	57,592	58,859	59,654
4	58,893	60,542	61,874	62,709
5	61,759	63,488	64,885	65,761
6	64,633	66,443	67,905	68,822
7	67,495	69,385	70,911	71,868
8	70,363	72,333	73,924	74,922
9	73,234	75,285	76,941	77,980

Teaching experience	Level 4	1/7/18*	1/7/19*	1/7/20*
1	54,070	55,584	56,807	57,574
2	57,031	58,628	59,918	60,727
3	59,993	61,673	63,030	63,881
4	62,955	64,718	66,142	67,035
5	65,918	67,764	69,255	70,190
6	68,874	70,802	72,360	73,337
7	71,829	73,840	75,464	76,483
8	74,794	76,888	78,580	79,641
9	77,751	79,928	81,686	82,789
10	80,711	82,971	84,796	85,941
11	83,672	86,015	87,907	89,094

Teaching experience	Level 5	1/7/18*	1/7/19*	1/7/20*
<b>1</b>	58,045	59,670	60,983	61,806
<b>2</b>	61,293	63,009	64,395	65,264
<b>3</b>	64,539	66,346	67,806	68,721
<b>4</b>	67,784	69,682	71,215	72,176
<b>5</b>	71,031	73,020	74,626	75,633
<b>6</b>	74,277	76,357	78,037	79,090
<b>7</b>	77,525	79,696	81,449	82,549
<b>8</b>	80,767	83,028	84,855	86,001
<b>9</b>	84,014	86,366	88,266	89,458
<b>10</b>	87,256	89,699	91,672	92,910
<b>11</b>	90,508	93,042	95,089	96,373

Teaching experience	Level 6	1/7/18*	1/7/19*	1/7/20*
<b>1</b>	62,788	64,546	65,966	66,857
<b>2</b>	65,870	67,714	69,204	70,138
<b>3</b>	68,951	70,882	72,441	73,419
<b>4</b>	72,023	74,040	75,669	76,691
<b>5</b>	75,096	77,199	78,897	79,962
<b>6</b>	78,178	80,367	82,135	83,244
<b>7</b>	81,253	83,528	85,366	86,518
<b>8</b>	84,330	86,691	88,598	89,794
<b>9</b>	87,405	89,852	91,829	93,069
<b>10</b>	90,486	93,020	95,066	96,349
<b>11</b>	93,564	96,184	98,300	99,627

\*Rates of pay will be adjusted within 180 days of signature of the collective agreement. Changes to rates of pay with an effective date prior to the salary adjustment date will be paid according to Appendix K, as a lump-sum payment. In particular:

- a. Year 1 increases: paid as a retroactive lump-sum payment equal to a 2.8% economic increase of July 1, 2017, rates.
- b. Year 2 increases: paid as a retroactive lump-sum payment equal to the year 1 increase plus a 2.2% economic increase, for a compounded total increase of 5.062% of July 1, 2017, rates.
- c. Year 3 increases: paid as a retroactive lump-sum payment equal to the year 1 and year 2 increases plus a 1.35% economic increase, for a compounded total increase of 6.480% of July 1, 2017, rates.

## Annex “A1-2”

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

#### Ontario

#### Teachers, Indian and Northern Affairs Canada 10 month pay plan

Teaching experience	Level 1	1/7/18*	1/7/19*	1/7/20*
0	36,823	37,854	38,687	39,209
1	39,769	40,883	41,782	42,346
2	41,404	42,563	43,499	44,086
3	43,032	44,237	45,210	45,820
4	44,660	45,910	46,920	47,553
5	46,300	47,596	48,643	49,300
6	47,923	49,265	50,349	51,029
7	49,551	50,938	52,059	52,762
8	51,181	52,614	53,772	54,498

Teaching experience	Level 2	1/7/18*	1/7/19*	1/7/20*
0	41,476	42,637	43,575	44,163
1	44,796	46,050	47,063	47,698
2	47,123	48,442	49,508	50,176
3	49,443	50,827	51,945	52,646
4	51,762	53,211	54,382	55,116
5	54,085	55,599	56,822	57,589
6	56,402	57,981	59,257	60,057
7	58,724	60,368	61,696	62,529
8	61,052	62,761	64,142	65,008
9	63,353	65,127	66,560	67,459

Teaching experience	Level 3	1/7/18*	1/7/19*	1/7/20*
0	43,342	44,556	45,536	46,151
1	46,812	48,123	49,182	49,846
2	49,375	50,758	51,875	52,575
3	51,940	53,394	54,569	55,306
4	54,505	56,031	57,264	58,037
5	57,069	58,667	59,958	60,767
6	59,630	61,300	62,649	63,495
7	62,195	63,936	65,343	66,225
8	64,761	66,574	68,039	68,958
9	67,330	69,215	70,738	71,693
10	69,886	71,843	73,424	74,415

Teaching experience	Level 4	1/7/18*	1/7/19*	1/7/20*
0	49,216	50,594	51,707	52,405
1	53,153	54,641	55,843	56,597
2	55,966	57,533	58,799	59,593
3	58,772	60,418	61,747	62,581
4	61,576	63,300	64,693	65,566
5	64,394	66,197	67,653	68,566
6	67,200	69,082	70,602	71,555
7	70,007	71,967	73,550	74,543
8	72,820	74,859	76,506	77,539
9	75,625	77,743	79,453	80,526
10	78,429	80,625	82,399	83,511

Teaching experience	Level 5	1/7/18*	1/7/19*	1/7/20*
0	51,498	52,940	54,105	54,835
1	55,618	57,175	58,433	59,222
2	58,443	60,079	61,401	62,230
3	61,265	62,980	64,366	65,235
4	64,091	65,886	67,335	68,244
5	66,920	68,794	70,307	71,256
6	69,737	71,690	73,267	74,256
7	72,573	74,605	76,246	77,275
8	75,398	77,509	79,214	80,283
9	78,218	80,408	82,177	83,286
10	81,056	83,326	85,159	86,309

Teaching experience	Level 6	1/7/18*	1/7/19*	1/7/20*
0	55,553	57,108	58,364	59,152
1	60,000	61,680	63,037	63,888
2	63,530	65,309	66,746	67,647
3	67,077	68,955	70,472	71,423
4	70,618	72,595	74,192	75,194
5	74,161	76,238	77,915	78,967
6	77,698	79,874	81,631	82,733
7	81,242	83,517	85,354	86,506
8	84,944	87,322	89,243	90,448
9	88,313	90,786	92,783	94,036
10	91,865	94,437	96,515	97,818

**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	1/7/18*	1/7/19*	1/7/20*
<b>0</b>	33,510	34,448	35,206	35,681
<b>1</b>	36,861	37,893	38,727	39,250
<b>2</b>	38,878	39,967	40,846	41,397
<b>3</b>	40,892	42,037	42,962	43,542
<b>4</b>	42,901	44,102	45,072	45,680
<b>5</b>	44,923	46,181	47,197	47,834
<b>6</b>	46,937	48,251	49,313	49,979
<b>7</b>	48,948	50,319	51,426	52,120
<b>8</b>	50,956	52,383	53,535	54,258

Teaching experience	Level 2	1/7/18*	1/7/19*	1/7/20*
<b>0</b>	37,497	38,547	39,395	39,927
<b>1</b>	41,249	42,404	43,337	43,922
<b>2</b>	43,827	45,054	46,045	46,667
<b>3</b>	46,410	47,709	48,759	49,417
<b>4</b>	48,992	50,364	51,472	52,167
<b>5</b>	51,565	53,009	54,175	54,906
<b>6</b>	54,142	55,658	56,882	57,650
<b>7</b>	56,715	58,303	59,586	60,390
<b>8</b>	59,297	60,957	62,298	63,139
<b>9</b>	61,866	63,598	64,997	65,874

Teaching experience	Level 3	1/7/18*	1/7/19*	1/7/20*
<b>0</b>	43,853	45,081	46,073	46,695
<b>1</b>	48,240	49,591	50,682	51,366
<b>2</b>	50,819	52,242	53,391	54,112
<b>3</b>	53,401	54,896	56,104	56,861
<b>4</b>	55,970	57,537	58,803	59,597
<b>5</b>	58,555	60,195	61,519	62,350
<b>6</b>	61,133	62,845	64,228	65,095
<b>7</b>	63,707	65,491	66,932	67,836
<b>8</b>	66,286	68,142	69,641	70,581
<b>9</b>	68,857	70,785	72,342	73,319

Teaching experience	Level 4	1/7/18*	1/7/19*	1/7/20*
0	50,726	52,146	53,293	54,012
1	55,798	57,360	58,622	59,413
2	58,879	60,528	61,860	62,695
3	61,964	63,699	65,100	65,979
4	65,053	66,874	68,345	69,268
5	68,144	70,052	71,593	72,560
6	71,228	73,222	74,833	75,843
7	74,318	76,399	78,080	79,134
8	77,400	79,567	81,317	82,415
9	80,490	82,744	84,564	85,706
10	83,573	85,913	87,803	88,988

Teaching experience	Level 5	1/7/18*	1/7/19*	1/7/20*
0	53,508	55,006	56,216	56,975
1	58,861	60,509	61,840	62,675
2	61,983	63,719	65,121	66,000
3	65,105	66,928	68,400	69,323
4	68,226	70,136	71,679	72,647
5	71,361	73,359	74,973	75,985
6	74,482	76,567	78,251	79,307
7	77,604	79,777	81,532	82,633
8	80,722	82,982	84,808	85,953
9	83,852	86,200	88,096	89,285
10	86,970	89,405	91,372	92,606

Teaching experience	Level 6	1/7/18*	1/7/19*	1/7/20*
0	56,686	58,273	59,555	60,359
1	62,353	64,099	65,509	66,393
2	65,470	67,303	68,784	69,713
3	68,600	70,521	72,072	73,045
4	71,720	73,728	75,350	76,367
5	74,848	76,944	78,637	79,699
6	77,968	80,151	81,914	83,020
7	81,094	83,365	85,199	86,349
8	84,212	86,570	88,475	89,669
9	87,338	89,783	91,758	92,997
10	90,469	93,002	95,048	96,331

\*Rates of pay will be adjusted within 180 days of signature of the collective agreement. Changes to rates of pay with an effective date prior to the salary adjustment date will be paid according to Appendix K, as a lump-sum payment. In particular:

- a. Year 1 increases: paid as a retroactive lump-sum payment equal to a 2.8% economic increase of July 1, 2017, rates.
- b. Year 2 increases: paid as a retroactive lump-sum payment equal to the year 1 increase plus a 2.2% economic increase, for a compounded total increase of 5.062% of July 1, 2017, rates.
- c. Year 3 increases: paid as a retroactive lump-sum payment equal to the year 1 and year 2 increases plus a 1.35% economic increase, for a compounded total increase of 6.480% of July 1, 2017, rates.

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

**Table legend**

- \$) Effective July 1, 2017
- A) Effective July 1, 2018\*
- B) Effective July 1, 2019\*
- C) Effective July 1, 2020\*

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

**Level 1**

Effective date	Step 1	Step 2	Step 3	Step 4
\$) July 1, 2017	91,244	94,896	98,692	102,637
A) July 1, 2018*	93,799	97,553	101,455	105,511
B) July 1, 2019*	95,863	99,699	103,687	107,832
C) July 1, 2020*	97,157	101,045	105,087	109,288

**Level 2**

Effective date	Step 1	Step 2	Step 3	Step 4
\$) July 1, 2017	103,324	107,455	111,754	116,224
A) July 1, 2018*	106,217	110,464	114,883	119,478
B) July 1, 2019*	108,554	112,894	117,410	122,107
C) July 1, 2020*	110,019	114,418	118,995	123,755

\*Rates of pay will be adjusted within 180 days of signature of the collective agreement. Changes to rates of pay with an effective date prior to the salary adjustment date will be paid according to Appendix K, as a lump-sum payment. In particular:

- a. Year 1 increases (i.e., “A”): paid as a retroactive lump-sum payment equal to a 2.8% economic increase of July 1, 2017, rates.
- b. Year 2 increases (i.e., “B”): paid as a retroactive lump-sum payment equal to the year 1 increase plus a 2.2% economic increase, for a compounded total increase of 5.062% of July 1, 2017, rates.
- c. Year 3 increases (i.e., “C”): paid as a retroactive lump-sum payment equal to the year 1 and year 2 increases plus a 1.35% economic increase, for a compounded total increase of 6.480% of July 1, 2017, rates.



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

**Table legend**

\$) Effective July 1, 2017

A) Effective July 1, 2018\*

B) Effective July 1, 2019\*

C) Effective July 1, 2020\*

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

**Level 1**

Effective date	Step 1	Step 2	Step 3	Step 4
\$) July 1, 2017	87,221	90,708	94,338	98,110
A) July 1, 2018*	89,663	93,248	96,979	100,857
B) July 1, 2019*	91,636	95,299	99,113	103,076
C) July 1, 2020*	92,873	96,586	100,451	104,468

**Level 2**

Effective date	Step 1	Step 2	Step 3	Step 4
\$) July 1, 2017	94,602	98,384	102,319	106,413
A) July 1, 2018*	97,251	101,139	105,184	109,393
B) July 1, 2019*	99,391	103,364	107,498	111,800
C) July 1, 2020*	100,733	104,759	108,949	113,309

\*Rates of pay will be adjusted within 180 days of signature of the collective agreement. Changes to rates of pay with an effective date prior to the salary adjustment date will be paid according to Appendix K, as a lump-sum payment. In particular:

- Year 1 increases (i.e., "A"): paid as a retroactive lump-sum payment equal to a 2.8% economic increase of July 1, 2017, rates.
- Year 2 increases (i.e., "B"): paid as a retroactive lump-sum payment equal to the year 1 increase plus a 2.2% economic increase, for a compounded total increase of 5.062% of July 1, 2017, rates.
- Year 3 increases (i.e., "C"): paid as a retroactive lump-sum payment equal to the year 1 and year 2 increases plus a 1.35% economic increase, for a compounded total increase of 6.480% of July 1, 2017, rates.

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

**Table legend**

\$) Effective July 1, 2017

A) Effective July 1, 2018\*

B) Effective July 1, 2019\*

C) Effective July 1, 2020\*

**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, 2017	83,866	87,221	90,708	94,338
A) July 1, 2018*	86,214	89,663	93,248	96,979
B) July 1, 2019*	88,111	91,636	95,299	99,113
C) July 1, 2020*	89,300	92,873	96,586	100,451

**Level 2**

Effective date	Step 1	Step 2	Step 3	Step 4
\$) July 1, 2017	95,941	99,778	103,771	107,922
A) July 1, 2018*	98,627	102,572	106,677	110,944
B) July 1, 2019*	100,797	104,829	109,024	113,385
C) July 1, 2020*	102,158	106,244	110,496	114,916

\*Rates of pay will be adjusted within 180 days of signature of the collective agreement. Changes to rates of pay with an effective date prior to the salary adjustment date will be paid according to Appendix K, as a lump-sum payment. In particular:

- Year 1 increases (i.e., "A"): paid as a retroactive lump-sum payment equal to a 2.8% economic increase of July 1, 2017, rates.
- Year 2 increases (i.e., "B"): paid as a retroactive lump-sum payment equal to the year 1 increase plus a 2.2% economic increase, for a compounded total increase of 5.062% of July 1, 2017, rates.
- Year 3 increases (i.e., "C"): paid as a retroactive lump-sum payment equal to the year 1 and year 2 increases plus a 1.35% economic increase, for a compounded total increase of 6.480% of July 1, 2017, rates.

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

**Table legend**

- \$) Effective July 1, 2017
- A) Effective July 1, 2018\*
- B) Effective July 1, 2019\*
- C) Effective July 1, 2020\*

**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, 2017	81,854	85,126	88,531	92,073
A) July 1, 2018*	84,146	87,510	91,010	94,651
B) July 1, 2019*	85,997	89,435	93,012	96,733
C) July 1, 2020*	87,158	90,642	94,268	98,039

**Level 2**

Effective date	Step 1	Step 2	Step 3	Step 4
\$) July 1, 2017	90,575	94,199	97,964	101,886
A) July 1, 2018*	93,111	96,837	100,707	104,739
B) July 1, 2019*	95,159	98,967	102,923	107,043
C) July 1, 2020*	96,444	100,303	104,312	108,488

\*Rates of pay will be adjusted within 180 days of signature of the collective agreement. Changes to rates of pay with an effective date prior to the salary adjustment date will be paid according to Appendix K, as a lump-sum payment. In particular:

- a. Year 1 increases (i.e., "A"): paid as a retroactive lump-sum payment equal to a 2.8% economic increase of July 1, 2017, rates.
- b. Year 2 increases (i.e., "B"): paid as a retroactive lump-sum payment equal to the year 1 increase plus a 2.2% economic increase, for a compounded total increase of 5.062% of July 1, 2017, rates.
- c. Year 3 increases (i.e., "C"): paid as a retroactive lump-sum payment equal to the year 1 and year 2 increases plus a 1.35% economic increase, for a compounded total increase of 6.480% of July 1, 2017, rates.

**\*\*ED-EST Sub-Group pay notes**

1. Any service rendered by an employee on duties classified in the Education (ED) group shall be used in determining the employee's increment step on the EST pay grids.

\*\*

2. Notwithstanding Pay Note 6, 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.
3. The rates of pay in appendix "A1", "A1-1" and "A1-2" shall be implemented as indicated therein.
4. A teacher in the Department of Indian and Northern Affairs Canada who commences a new school year in the month of July or the month of August is entitled to be paid from the commencement of his or her school year at the rate of pay that becomes effective at the commencement of the school year, including the applicable increment provided he or she has given satisfactory service.

\*\*

5. The Employer will pay teachers of INAC on a biweekly basis.

\*\*

## **6. Transitional provision**

The restructure of regional ED-EST 10-month annual rates of pay to national ED-EST 12-month rates of pay for teachers in Correctional Service of Canada, the Department of National Defence Canada or the Department of Fisheries and Oceans, will be effective according to the dates determined by clause 2a)(ii) of the new appendix "K" – Memorandum of Understanding with respect to Implementation of the Collective Agreement.

Notwithstanding years of experience, eligible employees are to be paid at the rate in the new pay grid that is closest to without a reduction of pay to the salary they were paid on the day prior to the effective date. After this initial movement to the new pay rates, an employee will continue their progression through teaching experience levels as per Pay Note 19.

## **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 subgroup.

\*\*

- 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 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 subgroup, 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 subclause 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)

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	1/7/18*	1/7/19*	1/7/20*
1	44,636	45,886	46,895	47,528
2	46,610	47,915	48,969	49,630
3	48,597	49,958	51,057	51,746
4	50,590	52,007	53,151	53,869
5	52,568	54,040	55,229	55,975
6	54,555	56,083	57,317	58,091
7	56,542	58,125	59,404	60,206
8	58,535	60,174	61,498	62,328
9	60,509	62,203	63,571	64,429
10	62,499	64,249	65,662	66,548
11	64,481	66,286	67,744	68,659
12	66,478	68,339	69,842	70,785

Teaching experience	Level 2	1/7/18*	1/7/19*	1/7/20*
1	50,462	51,875	53,016	53,732
2	52,603	54,076	55,266	56,012
3	54,738	56,271	57,509	58,285
4	56,881	58,474	59,760	60,567
5	59,021	60,674	62,009	62,846
6	61,156	62,868	64,251	65,118
7	63,299	65,071	66,503	67,401
8	65,432	67,264	68,744	69,672
9	67,572	69,464	70,992	71,950
10	69,711	71,663	73,240	74,229
11	71,848	73,860	75,485	76,504
12	73,991	76,063	77,736	78,785
13	76,125	78,257	79,979	81,059

Teaching experience	Level 3	1/7/18*	1/7/19*	1/7/20*
1	53,307	54,800	56,006	56,762
2	55,443	56,995	58,249	59,035
3	57,579	59,191	60,493	61,310
4	59,723	61,395	62,746	63,593
5	61,857	63,589	64,988	65,865
6	64,000	65,792	67,239	68,147
7	66,139	67,991	69,487	70,425
8	68,276	70,188	71,732	72,700
9	70,416	72,388	73,981	74,980
10	72,554	74,586	76,227	77,256
11	74,694	76,785	78,474	79,533
12	76,829	78,980	80,718	81,808
13	78,969	81,180	82,966	84,086

Teaching experience	Level 4	1/7/18*	1/7/19*	1/7/20*
1	56,832	58,423	59,708	60,514
2	59,082	60,736	62,072	62,910
3	61,345	63,063	64,450	65,320
4	63,594	65,375	66,813	67,715
5	65,848	67,692	69,181	70,115
6	68,102	70,009	71,549	72,515
7	70,360	72,330	73,921	74,919
8	72,613	74,646	76,288	77,318
9	74,866	76,962	78,655	79,717
10	77,124	79,283	81,027	82,121
11	79,380	81,603	83,398	84,524
12	81,635	83,921	85,767	86,925
13	83,888	86,237	88,134	89,324

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

Teaching experience	Level 1	1/7/18*	1/7/19*	1/7/20*
1	49,977	51,376	52,506	53,215
2	51,955	53,410	54,585	55,322
3	53,936	55,446	56,666	57,431
4	55,929	57,495	58,760	59,553
5	57,910	59,531	60,841	61,662
6	59,896	61,573	62,928	63,778
7	61,884	63,617	65,017	65,895
8	63,875	65,664	67,109	68,015
9	65,852	67,696	69,185	70,119
10	67,840	69,740	71,274	72,236
11	69,822	71,777	73,356	74,346
12	71,820	73,831	75,455	76,474

Teaching experience	Level 2	1/7/18*	1/7/19*	1/7/20*
1	55,803	57,365	58,627	59,418
2	57,944	59,566	60,876	61,698
3	60,079	61,761	63,120	63,972
4	62,221	63,963	65,370	66,252
5	64,363	66,165	67,621	68,534
6	66,499	68,361	69,865	70,808
7	68,642	70,564	72,116	73,090
8	70,773	72,755	74,356	75,360
9	72,913	74,955	76,604	77,638
10	75,053	77,154	78,851	79,915
11	77,192	79,353	81,099	82,194
12	79,333	81,554	83,348	84,473
13	81,467	83,748	85,590	86,745

Teaching experience	Level 3	1/7/18*	1/7/19*	1/7/20*
1	58,649	60,291	61,617	62,449
2	60,785	62,487	63,862	64,724
3	62,921	64,683	66,106	66,998
4	65,064	66,886	68,357	69,280
5	67,199	69,081	70,601	71,554
6	69,340	71,282	72,850	73,833
7	71,480	73,481	75,098	76,112
8	73,618	75,679	77,344	78,388
9	75,757	77,878	79,591	80,665
10	77,896	80,077	81,839	82,944
11	80,036	82,277	84,087	85,222
12	82,169	84,470	86,328	87,493
13	84,312	86,673	88,580	89,776

Teaching experience	Level 4	1/7/18*	1/7/19*	1/7/20*
1	62,172	63,913	65,319	66,201
2	64,425	66,229	67,686	68,600
3	66,687	68,554	70,062	71,008
4	68,937	70,867	72,426	73,404
5	71,194	73,187	74,797	75,807
6	73,443	75,499	77,160	78,202
7	75,699	77,819	79,531	80,605
8	77,957	80,140	81,903	83,009
9	80,208	82,454	84,268	85,406
10	82,466	84,775	86,640	87,810
11	84,722	87,094	89,010	90,212
12	86,976	89,411	91,378	92,612
13	89,228	91,726	93,744	95,010

\*Rates of pay will be adjusted within 180 days of signature of the collective agreement. Changes to rates of pay with an effective date prior to the salary adjustment date will be paid according to Appendix K, as a lump-sum payment. In particular:

- a. Year 1 increases: paid as a retroactive lump-sum payment equal to a 2.8% economic increase of July 1, 2017, rates.
- b. Year 2 increases: paid as a retroactive lump-sum payment equal to the year 1 increase plus a 2.2% economic increase, for a compounded total increase of 5.062% of July 1, 2017, rates.
- c. Year 3 increases: paid as a retroactive lump-sum payment equal to the year 1 and year 2 increases plus a 1.35% economic increase, for a compounded total increase of 6.480% of July 1, 2017, rates.

**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 subclause 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, 2017
- A) Effective July 1, 2018\*
- B) Effective July 1, 2019\*
- C) Effective July 1, 2020\*

#### EDS-1: annual rates of pay

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) July 1, 2017	66,636	70,115	72,632	75,147	77,665
A) July 1, 2018*	68,502	72,078	74,666	77,251	79,840
B) July 1, 2019*	70,009	73,664	76,309	78,951	81,596
C) July 1, 2020*	70,954	74,658	77,339	80,017	82,698

#### EDS-2: annual rates of pay

Effective date	Step 1	Step 2	Step 3
\$) July 1, 2017	79,837	82,344	84,830
A) July 1, 2018*	82,072	84,650	87,205
B) July 1, 2019*	83,878	86,512	89,124
C) July 1, 2020*	85,010	87,680	90,327

#### EDS-3: annual rates of pay

Effective date	Step 1	Step 2	Step 3
\$) July 1, 2017	85,205	87,895	90,572
A) July 1, 2018*	87,591	90,356	93,108
B) July 1, 2019*	89,518	92,344	95,156
C) July 1, 2020*	90,726	93,591	96,441

#### EDS-4: annual rates of pay

Effective date	Step 1	Step 2	Step 3
\$) July 1, 2017	91,364	94,130	96,894
A) July 1, 2018*	93,922	96,766	99,607
B) July 1, 2019*	95,988	98,895	101,798
C) July 1, 2020*	97,284	100,230	103,172

#### EDS-5: annual rates of pay

Effective date	Step 1	Step 2	Step 3
\$) July 1, 2017	98,481	101,507	104,502
A) July 1, 2018*	101,238	104,349	107,428
B) July 1, 2019*	103,465	106,645	109,791
C) July 1, 2020*	104,862	108,085	111,273

\*Rates of pay will be adjusted within 180 days of signature of the collective agreement. Changes to rates of pay with an effective date prior to the salary adjustment date will be paid according to Appendix K, as a lump-sum payment. In particular:

- a. Year 1 increases (i.e., “A”): paid as a retroactive lump-sum payment equal to a 2.8% economic increase of July 1, 2017, rates.
- b. Year 2 increases (i.e., “B”): paid as a retroactive lump-sum payment equal to the year 1 increase plus a 2.2% economic increase, for a compounded total increase of 5.062% of July 1, 2017, rates.
- c. Year 3 increases (i.e., “C”): paid as a retroactive lump-sum payment equal to the year 1 and year 2 increases plus a 1.35% economic increase, for a compounded total increase of 6.480% of July 1, 2017, rates.

### **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, 2017
- A) Effective July 1, 2018\*
- B) Effective July 1, 2019\*
- C) Effective July 1, 2020\*

#### 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, 2017	60,956	62,845	64,734	66,623	68,508	70,398	72,286	74,175
A) July 1, 2018*	62,663	64,605	66,547	68,488	70,426	72,369	74,310	76,252
B) July 1, 2019*	64,042	66,026	68,011	69,995	71,975	73,961	75,945	77,930
C) July 1, 2020*	64,907	66,917	68,929	70,940	72,947	74,959	76,970	78,982

#### LS-2: annual rates of pay

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) July 1, 2017	67,408	69,629	71,855	74,070	76,432
A) July 1, 2018*	69,295	71,579	73,867	76,144	78,572
B) July 1, 2019*	70,819	73,154	75,492	77,819	80,301
C) July 1, 2020*	71,775	74,142	76,511	78,870	81,385

#### LS-3: annual rates of pay

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) July 1, 2017	78,851	81,387	83,914	86,449	88,981
A) July 1, 2018*	81,059	83,666	86,264	88,870	91,472
B) July 1, 2019*	82,842	85,507	88,162	90,825	93,484
C) July 1, 2020*	83,960	86,661	89,352	92,051	94,746

#### LS-4: annual rates of pay

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) July 1, 2017	81,635	84,581	87,516	90,466	93,410	96,354
A) July 1, 2018*	83,921	86,949	89,966	92,999	96,025	99,052
B) July 1, 2019*	85,767	88,862	91,945	95,045	98,138	101,231
C) July 1, 2020*	86,925	90,062	93,186	96,328	99,463	102,598

#### LS-5: annual rates of pay

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) July 1, 2017	98,431	101,651	104,867	108,085	111,304	114,526
A) July 1, 2018*	101,187	104,497	107,803	111,111	114,421	117,733
B) July 1, 2019*	103,413	106,796	110,175	113,555	116,938	120,323
C) July 1, 2020*	104,809	108,238	111,662	115,088	118,517	121,947

\*Rates of pay will be adjusted within 180 days of signature of the collective agreement. Changes to rates of pay with an effective date prior to the salary adjustment date will be paid according to Appendix K, as a lump-sum payment. In particular:

- a. Year 1 increases (i.e., “A”): paid as a retroactive lump-sum payment equal to a 2.8% economic increase of July 1, 2017, rates.
- b. Year 2 increases (i.e., “B”): paid as a retroactive lump-sum payment equal to the year 1 increase plus a 2.2% economic increase, for a compounded total increase of 5.062% of July 1, 2017, rates.
- c. Year 3 increases (i.e., “C”): paid as a retroactive lump-sum payment equal to the year 1 and year 2 increases plus a 1.35% economic increase, for a compounded total increase of 6.480% of July 1, 2017, rates.

## **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, 2017
- A) Effective July 1, 2018\*
- B) Effective July 1, 2019\*
- C) Effective July 1, 2020\*

#### 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, 2017	34,152	35,584	37,002	38,424	39,862	41,284	42,701
A) July 1, 2018*	35,108	36,580	38,038	39,500	40,978	42,440	43,897
B) July 1, 2019*	35,880	37,385	38,875	40,369	41,880	43,374	44,863
C) July 1, 2020*	36,364	37,890	39,400	40,914	42,445	43,960	45,469

##### Region: Quebec

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) July 1, 2017	38,068	39,402	40,736	42,068	43,396	44,741	46,073
A) July 1, 2018*	39,134	40,505	41,877	43,246	44,611	45,994	47,363
B) July 1, 2019*	39,995	41,396	42,798	44,197	45,592	47,006	48,405
C) July 1, 2020*	40,535	41,955	43,376	44,794	46,207	47,641	49,058

##### Region: Ontario

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) July 1, 2017	35,531	36,964	38,413	39,859	41,307	42,743	44,194
A) July 1, 2018*	36,526	37,999	39,489	40,975	42,464	43,940	45,431
B) July 1, 2019*	37,330	38,835	40,358	41,876	43,398	44,907	46,430
C) July 1, 2020*	37,834	39,359	40,903	42,441	43,984	45,513	47,057

##### Region: Manitoba

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) July 1, 2017	35,811	37,063	38,321	39,564	40,811	42,073	43,322
A) July 1, 2018*	36,814	38,101	39,394	40,672	41,954	43,251	44,535
B) July 1, 2019*	37,624	38,939	40,261	41,567	42,877	44,203	45,515
C) July 1, 2020*	38,132	39,465	40,805	42,128	43,456	44,800	46,129

##### Region: Saskatchewan

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) July 1, 2017	35,574	37,006	38,441	39,868	41,302	42,733	44,153
A) July 1, 2018*	36,570	38,042	39,517	40,984	42,458	43,930	45,389
B) July 1, 2019*	37,375	38,879	40,386	41,886	43,392	44,896	46,388
C) July 1, 2020*	37,880	39,404	40,931	42,451	43,978	45,502	47,014

**Region: Alberta**

<b>Effective date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>\$) July 1, 2017</b>	36,019	37,513	39,007	40,505	42,010	43,501	45,000
<b>A) July 1, 2018*</b>	37,028	38,563	40,099	41,639	43,186	44,719	46,260
<b>B) July 1, 2019*</b>	37,843	39,411	40,981	42,555	44,136	45,703	47,278
<b>C) July 1, 2020*</b>	38,354	39,943	41,534	43,129	44,732	46,320	47,916

**Region: British Columbia**

<b>Effective date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>\$) July 1, 2017</b>	35,406	36,912	38,442	39,968	41,483	43,006	44,527
<b>A) July 1, 2018*</b>	36,397	37,946	39,518	41,087	42,645	44,210	45,774
<b>B) July 1, 2019*</b>	37,198	38,781	40,387	41,991	43,583	45,183	46,781
<b>C) July 1, 2020*</b>	37,700	39,305	40,932	42,558	44,171	45,793	47,413

\*Rates of pay will be adjusted within 180 days of signature of the collective agreement. Changes to rates of pay with an effective date prior to the salary adjustment date will be paid according to Appendix K, as a lump-sum payment. In particular:

- a. Year 1 increases (i.e., “A”): paid as a retroactive lump-sum payment equal to a 2.8% economic increase of July 1, 2017, rates.
- b. Year 2 increases (i.e., “B”): paid as a retroactive lump-sum payment equal to the year 1 increase plus a 2.2% economic increase, for a compounded total increase of 5.062% of July 1, 2017, rates.
- c. Year 3 increases (i.e., “C”): paid as a retroactive lump-sum payment equal to the year 1 and year 2 increases plus a 1.35% economic increase, for a compounded total increase of 6.480% of July 1, 2017, rates.

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

- \$) Effective July 1, 2017
- A) Effective July 1, 2018\*
- B) Effective July 1, 2019\*
- C) Effective July 1, 2020\*

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

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) July 1, 2017	59,176	60,483	61,779	63,066	64,360	65,663	66,948
A) July 1, 2018*	60,833	62,177	63,509	64,832	66,162	67,502	68,823
B) July 1, 2019*	62,171	63,545	64,906	66,258	67,618	68,987	70,337
C) July 1, 2020*	63,010	64,403	65,782	67,152	68,531	69,918	71,287

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

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) July 1, 2017	44,126	45,433	46,727	48,014	49,311	50,610	51,901
A) July 1, 2018*	45,362	46,705	48,035	49,358	50,692	52,027	53,354
B) July 1, 2019*	46,360	47,733	49,092	50,444	51,807	53,172	54,528
C) July 1, 2020*	46,986	48,377	49,755	51,125	52,506	53,890	55,264

**PEI-2**

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$) July 1, 2017	75,002	76,649	78,307	79,968	81,625	83,275
A) July 1, 2018*	77,102	78,795	80,500	82,207	83,911	85,607
B) July 1, 2019*	78,798	80,528	82,271	84,016	85,757	87,490
C) July 1, 2020*	79,862	81,615	83,382	85,150	86,915	88,671

\*Rates of pay will be adjusted within 180 days of signature of the collective agreement. Changes to rates of pay with an effective date prior to the salary adjustment date will be paid according to Appendix K, as a lump-sum payment. In particular:

- a. Year 1 increases (i.e., "A"): paid as a retroactive lump-sum payment equal to a 2.8% economic increase of July 1, 2017, rates.
- b. Year 2 increases (i.e., "B"): paid as a retroactive lump-sum payment equal to the year 1 increase plus a 2.2% economic increase, for a compounded total increase of 5.062% of July 1, 2017, rates.
- c. Year 3 increases (i.e., "C"): paid as a retroactive lump-sum payment equal to the year 1 and year 2 increases plus a 1.35% economic increase, for a compounded total increase of 6.480% of July 1, 2017, rates.

## **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 pay employees of the Department of Indian and Northern Affairs on a biweekly basis.
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 or a surplus employee who is surplus as a result of having chosen option 6.4.1(a) 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 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 seventeen thousand dollars (\$17,000).

**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*
- *Federal Public Sector 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.

**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's) 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 (3) 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.

**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.

#### **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.

or
  - b. Transition support measure (TSM) is a cash payment, based on the employee’s years of service in the public service (see Annex B), made to an opting employee. Employees choosing this option must resign but will be considered to be laid off for purposes of severance pay. The TSM shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2) year period.
- or

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- c. Education allowance is a transition support measure (see Option (b) above) plus an amount of not more than seventeen thousand dollars (\$17,000) 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.

\*\*

Starting on the date of signature of the PA collective agreement, the Employer agrees to increase monthly funding to the PSAC – TBS JLP by a percentage equivalent to the annual base economic increase.

\*\*

The Employer further agrees to provide six hundred and fifty thousand dollars (\$650,000) to fund a pilot project to develop programs, materials, facilitator training and delivery of workshops tailored to the learning needs of occupational health and safety committees and representatives.

\*\*

The PSAC-TBS JLP will continue to be governed by the existing joint PSAC-TBS Steering Committee. The Bargaining Agent Side Secretary on the National Joint Council will be invited to attend the meetings of the PSAC-JLP Steering Committee with voice but no vote.

## **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 an 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 subparagraph (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**

Notwithstanding the provisions of clause 26.03 on the calculation of retroactive payments and clause 63.02 on the collective agreement implementation period, this memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada regarding a modified approach to the calculation and administration of retroactive payments for the current round of negotiations.

1. Calculation of retroactive payments
  - a. Retroactive calculations that determine amounts payable to employees for a retroactive period shall be made based on all transactions that have been entered into the pay system up to the date on which the historical salary records for the retroactive period are retrieved for the calculation of the retroactive payment.
  - b. Retroactive amounts will be calculated by applying the relevant percentage increases indicated in the collective agreement rather than based on pay tables in agreement annexes. The value of the retroactive payment will differ from that calculated using the traditional approach, as no rounding will be applied. The payment of retroactive amount will not affect pension entitlements or contributions relative to previous methods, except in respect of the rounding differences.
  - c. Elements of salary traditionally included in the calculation of retroactivity will continue to be included in the retroactive payment calculation and administration, and will maintain their pensionable status as applicable. The elements of salary included in the historical salary records and therefore included in the calculation of retroactivity include:
    - substantive salary
    - promotions
    - deployments
    - acting pay
    - extra duty pay / overtime
    - additional hours worked
    - maternity leave allowance
    - parental leave allowance
    - vacation leave and extra duty pay cash-out
    - severance pay
    - salary for the month of death
    - Transition Support Measure
    - eligible allowances and supplemental salary depending on collective agreement

- d. The payment of retroactive amounts related to transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved, such as acting pay, promotions, overtime and/or deployments, will not be considered in determining whether an agreement has been implemented.
- e. Any outstanding pay transactions will be processed once they are entered into the pay system and any retroactive payment from the collective agreement will be issued to impacted employees.

## 2. Implementation

- a. The effective dates for economic increases will be specified in the agreement. Other provisions of the collective agreement will be effective as follows:
  - i. All components of the agreement unrelated to pay administration will come into force on signature of agreement.
  - ii. Changes to existing and new compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one hundred and eighty (180) days after signature of agreement, on the date at which prospective elements of compensation increases will be implemented under 2(b)(i).
  - iii. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid until changes come in to force as stipulated in 2(a)(ii).
- b. Collective agreement will be implemented over the following time frames:
  - i. The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one hundred and eighty (180) days after signature of agreement where there is no need for manual intervention.
  - ii. Retroactive amounts payable to employees will be implemented within one hundred and eighty (180) days after signature of the agreement where there is no need for manual intervention.
  - iii. Prospective compensation increases and retroactive amounts that require manual processing by compensation advisors will be implemented within five hundred and sixty (560) days after signature of agreement. Manual intervention is generally required for employees on an extended period of leave without pay (e.g., maternity/parental leave), salary protected employees and those with transactions such as leave with income averaging, pre-retirement transition leave and employees paid below minimum, above maximum or in between steps. Manual intervention may also be required for specific accounts with complex salary history.

### 3. Employee recourse

- a. An employee who is in the bargaining unit for all or part of the period between the first day of the collective agreement (i.e., the day after the expiry of the previous collective agreement) and the signature date of the collective agreement will be entitled to a non-pensionable amount of five hundred dollars (\$500) payable within one hundred and eighty (180) days of signature, in recognition of extended implementation time frames and the significant number of transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved.
- b. Employees in the bargaining unit for whom the collective agreement is not implemented within one hundred and eighty-one (181) days after signature will be entitled to a fifty-dollar (\$50) non-pensionable amount; these employees will be entitled to an additional fifty-dollar (\$50) non-pensionable amount for every subsequent complete period of ninety (90) days their collective agreement is not implemented. These amounts will be included in their final retroactive payment.
- c. If an employee is eligible for compensation in respect of section 3 under more than one collective agreement, the following applies: the employee shall receive only one non-pensionable amount of five hundred dollars (\$500); for any period under 3(b), the employee may receive one fifty-dollar (\$50) payment.
- d. Late implementation of the 2018 collective agreements will not create any entitlements pursuant to the Agreement between the Alliance or another bargaining agent and the Treasury Board of Canada with regard to damages caused by the Phoenix pay system.
- e. Employees for whom collective agreement implementation requires manual intervention will be notified of the delay within one hundred and eighty (180) days after signature of the agreement.
- f. Employees will be provided a detailed breakdown of the retroactive payments received and may request that the departmental compensation unit or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the Alliance regarding the format of the detailed breakdown.
- g. In such a circumstance, for employees in organizations serviced by the Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay. For employees in organizations not serviced by the Pay Centre, employees shall contact the compensation services of their department.

## **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 agreement reached between the Treasury Board of Canada (the Employer) and the Public Service Alliance of Canada (the Alliance) regarding the issue of childcare facilities and employee access to information on child care.

Following completion of the Joint National Child Care Committee (JNCCC)’s work and building on its report, the parties agree to establish a time-limited, joint working group co-chaired by a representative of the PSAC and an Employer representative (Working Group) to explore the concrete issues of child-care facilities in the public service and facilitating employee access to information on child care, providing advice and analysis with respect to them. The Working Group will be comprised of an equal number of Union and Employer representatives.

The Working Group will meet within ninety (90) days of the signing of the collective agreement.

The Working Group will determine its work plan and associated time frames.

This memorandum of understanding expires on June 30, 2021.

**\*\*Appendix “N”****Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada With Respect to the Award of the Special Arbitration Panel Chaired by Mr. Teplitsky**

This memorandum of understanding is to give effect to the agreement reached between the Treasury Board of Canada (the Employer) and the Public Service Alliance of Canada (the Alliance) regarding consultation with respect to paragraph 45.10a) and the integration of key principles of the November 30, 1989, Award of the Special Arbitration Panel chaired by M. Teplitsky (the Decision) in the EB collective agreement.

The parties commit to establishing a joint working group consisting of an equal number of Alliance and Employer representatives. The joint working group agrees to meet within 90 days of the signing of the EB collective agreement to discuss and identify the key principles of the Decision.

In consultation, the working group will endeavour to submit their non-binding recommendations to the parties by June 30, 2021, to support discussions during the next round of collective bargaining.

The deadline for completion of work may be extended by mutual consent.

This memorandum of understanding expires on June 30, 2021.

## **\*\*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 recognize the ongoing joint commitment of the Treasury Board of Canada (the Employer) to address issues of mental health in the workplace in collaboration with the Public Service Alliance of Canada (the Alliance).

In 2015, the Employer and the Alliance entered into a memorandum of understanding with respect to mental health in the workplace as part of the collective agreement which established the Joint Task Force on Mental Health (the Joint Task Force).

The Employer, based on the work of the Joint Task Force and in collaboration with the Alliance, created the Centre of Expertise on Mental Health in 2017 focused on guiding and supporting federal organizations to successfully implement measures to improve mental health in the workplace by implementing the National Standard of Canada for Psychological Health and Safety in the Workplace (the Standard). To this end, the Centre of Expertise on Mental Health was given and shall continue to have:

- central, regional and virtual presence;
- an evolving mandate based on the needs of stakeholders within the federal public service; and
- a dedicated and long-term funding from Treasury Board.

As the terms of the previous memorandum of understanding have been met, the parties agree to establish a renewed governance structure to support the Centre for Expertise on Mental Health that will include an Executive Board and an Advisory Board.

The Executive Board will consist of the Chief Human Resource Officer of Canada and the President of the Alliance. The Advisory Board will be comprised of an equal number of Union and Employer representatives. The Executive Board is responsible for determining the number and the identity of their respective Advisory Board representative.

The Executive Board shall approve the terms of reference of the Advisory Board. The Advisory Board's terms of reference may be amended from time to time by mutual consent of the Executive Board members.

This memorandum of understanding expires on June 30, 2021.

## **\*\*Appendix “P”**

### **Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada With Respect to Indigenous Languages**

This memorandum of understanding is to give effect to the agreement reached between the Treasury Board of Canada (the Employer) and the Public Service Alliance of Canada (the Alliance) regarding the use of Indigenous languages in the workplace.

Given that:

- a. The Government of Canada has passed an *Indigenous Languages Act* (Bill C-91) and has recognized the importance of preserving and promoting the use of Indigenous languages; and
- b. The public service in certain areas of the country provides services to Canadians in Indigenous languages.

The parties agree to establish a joint committee, co-chaired by a representative from each party, to review the use of Indigenous languages in the public service, examine Indigenous language skills in the performance of employee duties and consider the advantages that Indigenous language speakers bring to the public service.

The joint committee will meet within 30 days of the ratification of the tentative agreement to commence its work and the parties shall report to their principals by June 30, 2021. This timeline may be extended on mutual agreement between the parties.

#### **Addendum**

As part of this memorandum of understanding, the parties agree to establish a subcommittee to examine Indigenous language skills in the performance of employee duties within the context of on-reserve schools where Indigenous languages are teachable subjects within the assigned curriculum.

The subcommittee will meet within 30 days of the ratification of the tentative agreement to commence its work and the parties shall report to their principals by June 30, 2021. This timeline may be extended on mutual agreement between the parties.

This memorandum of understanding expires on June 30, 2021.