



Treasury Board of Canada
Secretariat

Secrétariat du Conseil du Trésor
du Canada

Agreement between the Treasury Board and The Public Service Alliance of Canada

Groups: Education and Library Science
(all employees)

Expiry Date: 30 June 2000

Canada



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THIS AGREEMENT COVERS THE FOLLOWING CLASSIFICATIONS:

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

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MEMORANDUM OF AGREEMENT BETWEEN
THE TREASURY BOARD OF CANADA AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
SIGNING BONUS

**Asterisks denote changes from the previous Collective Agreement.

ARTICLE 1

PURPOSE AND SCOPE OF AGREEMENT

**

1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Alliance and the employees and to set forth herein certain terms and conditions of employment including rates of pay upon which agreement has been reached through collective bargaining for all employees described in the certificate issued by the 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:

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

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

**

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

“**common-law spouse**” a common-law spouse relationship exists when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his/her spouse and continues to live with the person as if that person were his/her spouse (conjoint de fait);

**

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

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

“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” 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 (jour de repos);

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

**

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

“Employer” 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 (Employeur);

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

“holiday” (jour férié) means:

- (a) the twenty-four (24)-hour period commencing at 00:01 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” means the daily rate of pay divided by seven and one-half (7 1/2) (taux de rémunération horaire),

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

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

“membership dues” 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 (cotisations syndicales);

“overtime” (heures supplémentaires) means

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

or

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

**

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

“spouse” will, when required, be interpreted to include “common-law spouse” 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 (conjoint);

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

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

**

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

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

“weekly rate of pay” means an employee’s annual rate of pay divided by 52.176 (taux de rémunération hebdomadaire);

**

“weekly rate of pay”, 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 point one seven six (52.176).

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

- (a) if defined in the *Public Service Staff Relations Act*, have the same meaning as given to them in the *Public Service Staff Relations Act*,
and
- (b) if defined in the *Interpretation Act*, but not defined in the *Public Service Staff 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 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 organization, the number and distribution of employees at the work place 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 will be made available to the Alliance for the posting of official Alliance notices. The Alliance shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Alliance, including the names of Alliance representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

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

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

9.04 The Alliance shall provide the Employer 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 full calendar month of employment to the extent that earnings are available.

10.04 An employee who satisfies the Employer to the extent that he or she 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.

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

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

10.07 The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.

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

ARTICLE 11 INFORMATION

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

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

ARTICLE 12 EMPLOYEES ON PREMISES OF OTHER EMPLOYERS

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

ARTICLE 13
RESTRICTION ON OUTSIDE EMPLOYMENT

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

ARTICLE 14
LEAVE WITH OR WITHOUT PAY
FOR ALLIANCE BUSINESS

Complaints made to the Public Service Staff Relations Board Pursuant to Section 23 of the *Public Service Staff Relations Act*

14.01 When operational requirements permit, the Employer will grant leave with pay:

- (a) to an employee who makes a complaint on his or her own behalf, before the Public Service Staff Relations Board,

and
- (b) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Alliance making a complaint.

Applications for Certification, Representations and Interventions with respect to Applications for Certification

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

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

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

14.03 The Employer will grant leave with pay:

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

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

Arbitration Board Hearings, Conciliation Board 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, Conciliation Board 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, Conciliation Board 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 them reasonable leave with pay for this purpose when

the discussion takes place in their headquarters area and reasonable leave without pay when it takes place outside their headquarters area.

14.08 Subject to operational requirements,

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

Contract Negotiation Meetings

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

Preparatory Contract Negotiation Meetings

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

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

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

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

Alliance, the Components, the Canadian Labour Congress and the Territorial and Provincial Federations of Labour.

Representatives' Training Courses

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

ARTICLE 15 ILLEGAL STRIKES

15.01 The *Public Service Staff 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 11(2)(f) of the *Financial Administration Act*, for participation in an illegal strike as defined in the *Public Service Staff Relations Act*.

ARTICLE 16 NO DISCRIMINATION

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

16.02

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

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

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 work place.

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.

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 and one-half (7 1/2) hours.
- (b) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave being equal to the number of hours of work scheduled for the employee for the day in question.
- (c) 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 one and one-quarter (1 1/4) days for each calendar month for which the employee receives pay for at least ten (10) days.

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 ten (10) days 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 clause 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:

- (a) for a period of up to twenty-five (25) days if a decision on an application for injury-on-duty leave is being awaited,

or
- (b) for a period of up to fifteen (15) days in all other cases 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 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 layoff and who is reappointed in the Public Service within one (1) year from the date of layoff.

19.08 The Employer agrees that an employee terminated for cause for reasons of incapacity pursuant to Section 11(2)(g) of the *Financial Administration Act* by reason of ill-health shall not be released at a date earlier than the date at which the employee will have utilized 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 1st to March 31st of the following calendar year, inclusive.
- (b) Employees must normally take all of their annual leave during the vacation year in which it is earned.

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20.02 Accumulation of Vacation Leave Credits

For each calendar month in which an employee has earned at least ten (10) days' pay, the employee shall earn vacation leave credits at the rate of:

- (a) one and one-quarter (1 1/4) days 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

one and one-quarter (1 1/4) days until the month in which the anniversary of the employee's seventh (7th) year of service occurs if the employee is in the LS Group;
- (b) one and two-thirds (1 2/3) days 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

one and two-thirds (1 2/3) days commencing with the month in which the employee's seventh (7th) anniversary of service occurs if the employee is in the LS Group;

- (c) one and eleven-twelfths (1 11/12) days commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- (d) two and one-twelfth (2 1/12) days commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- (e) two and one-half (2 1/2) days commencing with the month in which the employee's twenty-ninth (29th) anniversary of service occurs;

20.03

- (a) For the purpose of clause 20.02 only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Public Service within one year following the date of lay-off.
- (b) Notwithstanding (a) above, an employee who was a member of the bargaining unit on (the date of signing of the Collective Agreement – May 17, or 18, or 19, 1989) or an employee who became a member of the bargaining unit between (the date of signing of the Collective Agreement – May 17, or 18, or 19, 1989) and May 31, 1990 shall retain, for the purpose of “service” and of establishing his or her vacation entitlement pursuant to this Article, those periods of former service which had previously qualified for counting 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.

20.05 If, at the end of a fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half (1/2) day, the entitlement shall be increased to the nearest half (1/2) day.

Scheduling of Vacation Leave With Pay

Clause ED-20.06 applies only to the ED Group:

ED - 20.06 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 31st, for periods of leave which extend between May 1st and October 31st and if so requested by the employee prior to October 1st, for periods of leave which extend between November 1st and April 30th;
- (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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Clause LS/EU-20.06 applies to the LS and EU groups only:

LS/EU - 20.06

- (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.

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

20.08 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.

20.09

- (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 thirty (30) days shall be automatically converted into cash, by multiplying the number of days to which the excess leave credits correspond by the daily rate of pay applicable to the classification prescribed in the employee's certificate of employment of his or her substantive position in effect on the last day of the preceding fiscal year.

**

- (c) Notwithstanding sub-clause (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 fifteen (15) days may be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position on March 31st of the previous vacation year.

**

- (d) An employee who, on December 28, 1998, had more than thirty (30) days of annual leave credits earned during previous years must, during each of the subsequent four (4) years, use and/or have converted into cash at least twenty-five per cent (25%) of the portion of credits exceeding thirty (30) days, beginning on April 1, 1999. The sum shall be paid in one (1) payment per year and shall be calculated by multiplying the number of days of annual leave in question by the daily rate of pay applicable to the classification prescribed in the employee's certificate of appointment of his or her substantive position in effect on the last day of the preceding year.
- (e) When in a vacation year, an employee has applied for vacation leave with pay, in accordance with Clause ED 20.06 or LS/EU 20.06, and was not 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.
- (f) While vacation leave credits shall normally not exceed thirty (30) days 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

20.10

- (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) Where, 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 clause 20.10(b) to be reimbursed for reasonable expenses incurred by the employee.

Leave When Employment Terminates

20.11 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.

20.12 Notwithstanding clause 20.11, 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 20.11, if the employee requests it within six (6) months following the date of termination of employment.

Advance Payments

20.13

- (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 pay day 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

20.14 When the Employer cancels or alters a period of vacation leave which it has 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.

20.15 Appointment to a Separate Employer

Notwithstanding clause 20.11, an employee who resigns to accept an appointment with an organization listed in Part II of Schedule I of the *Public Service Staff Relations Act* may choose not to be paid for unused vacation leave credits, provided that the appointing organization will accept such credits.

20.16 Summer Leave for ED-LAT Sub-group of ED (12 month work year)

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 by the Employer on or before March 31st in each year, and provided that leave without pay immediately follows the annual leave. 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 agreement. The total number of weeks of leave with pay earned by the employee together with the total number of weeks of leave without pay granted to the employee shall not exceed ten (10) weeks. The period of leave of absence without pay shall be considered as time worked for the purpose of accruing leave credits providing the employee continues in the employment of the Employer in the month immediately following the employee's return to work.

ARTICLE 21

DESIGNATED PAID HOLIDAYS

Exclusion

Employees in the ED-EST sub-group of the Education Group who work the school year as defined in paragraph 45.01(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 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 and one half (7 1/2) 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 and one half (7 1/2) 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 and one half (7 1/2) 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 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 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 Marriage Leave With Pay

- (a) After the completion of one (1) year's continuous employment in the Public Service, and providing an employee gives the Employer at least five (5) days' notice, the employee shall be granted five (5) days' marriage leave with pay for the purpose of getting married.
- (b) For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.

22.02 Bereavement Leave With Pay

- (a) For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, grandchild, father-in-law, mother-in-law, and relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of four (4) consecutive calendar days which must include the day of the funeral. During such period the employee shall be paid for those days which are not regularly 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) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her grandparent, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

- (d) If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under paragraphs (b) and (c), 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.

**

- (e) 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 (c).

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 seventeen (17) 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 during which her newborn child is hospitalized,

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of seventeen (17) 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 in advance of 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 pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* in respect of insurable employment with the Employer,

and

- (iii) has signed an agreement with the Employer stating that:
- (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
 - (B) within eighteen (18) months following her return to work, as described in section (A), should she claim the full seventeen (17) weeks of maternity allowance, she will work a number of hours paid at the straight time calculated by multiplying the number of hours in the work week on which her maternity leave allowance was calculated by twenty-six (26);
 - (C) within eighteen (18) months following her return to work, as described in section (A), should she claim only a portion of the seventeen (17) weeks of maternity allowance, she will work a number of hours paid at straight time calculated by multiplying the number of hours in the work week on which her maternity allowance was calculated by a number determined as follows:

$$(26 \text{ weeks}) \times \frac{(\text{number of weeks during which she received the maternity allowance})}{(17 \text{ weeks})}$$
 - (D) should she fail to return to work in accordance with section (A), 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 sections (B) and (C), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for the full amount of the maternity allowance she has received;

(E) should she return to work but fail to work the total number of hours as specified in sections (B) or (C), 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 sections (B) and (C), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for an amount determined as follows:

$$\begin{aligned}
 & \text{(allowance received) X } \frac{\text{(number of hours not worked}}{\text{following her return to work)}}{\text{[total number of hours to be}} \\
 & \hspace{15em} \text{worked as specified in (B) or (C)]}
 \end{aligned}$$

however, an employee whose specified period of employment expired and who is rehired by the same department within a period of five days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in sections (B) and (C).

- (b) For the purpose of section (a)(iii)(B), (C) and (E), 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 will extend the eighteen (18) month period referred to in sections (a)(iii)(B) and (C).
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,

and

- (ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 22.04(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance pregnancy 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*.
- (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 while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB 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 pregnancy 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 via 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 during which she would have been eligible for pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* had she not been

disqualified from Employment Insurance pregnancy benefits for the reasons described in subparagraph (a)(i).

22.06 Parental Leave Without Pay

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law spouse), the employee shall, upon request, be granted parental leave without pay for a single period of up to twenty-six (26) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to twenty-six (26) consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the employee's care.
- (c) 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 during which 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 during which the employee was not on parental leave. However, the extension shall end not later than fifty-two (52) weeks after the day on which the child comes into the employee's care.

- (d) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the employee's child (including the new-born child of

a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).

- (e) 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.
- (f) Parental leave without pay taken by a couple employed in the Public Service shall not exceed a total of twenty-six (26) weeks for both individuals combined. For the purpose of this paragraph, Public Service means any portion of the Public Service of Canada specified in Part I of Schedule I of the *Public Service Staff Relations Act*.
- (g) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

22.07 Parental Allowance

- (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:
 - (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - (ii) provides the Employer with proof that he or she has applied for and is in receipt of parental benefits pursuant to Section 23 of the *Employment Insurance Act* in respect of insurable employment with the Employer,
 - and
 - (iii) has signed an agreement with the Employer stating that:

- (A) the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
- (B) within ten (10) months of his or her return to work, as described in section (A), should the employee claim the full twelve (12) weeks of parental allowance, the employee will work a number of hours paid at straight time calculated by multiplying the number of hours in the work week on which the parental allowance was calculated by fifteen (15);
- (C) within ten (10) months of his or her return to work, as described in section (A), should the employee claim only a portion of the full twelve (12) weeks of parental allowance, the employee will work a number of hours paid at straight time calculated by multiplying the number of hours in the work week on which the parental allowance was calculated by a number determined as follows:

$$(15 \text{ weeks}) \times \frac{(\text{number of weeks during which he/she received the parental allowance})}{(12 \text{ weeks})}$$
- (D) should he or she fail to return to work in accordance with section (A), 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 sections (B) and (C), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for the full amount of the parental allowance he or she has received;

- (E) should he or she return to work but fail to work the total number of hours as specified in sections (B) or (C), 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 sections (B) and (C), 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:

$$(\text{allowance received}) \times \frac{(\text{number of hours not worked following his/her return to work})}{[\text{total number of hours to be worked as specified in (B) or (C)}]}$$

however, an employee whose specified period of employment expired and who is rehired by the same department within a period of five 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 sections (B) and (C).

- (b) For the purpose of sections (a)(iii)(B), (C) and (E), 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 will extend the ten (10) month period referred to in sections (a)(iii)(B) and (C).
- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - (ii) other than as provided in subparagraph (iii) below, for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment

- Insurance parental benefits he or she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period;
- (iii) where the employee becomes entitled to an extension of parental benefits pursuant to Subsection 12(7) of the *Employment Insurance Act*, the parental allowance payable under the SUB Plan described in subparagraph (ii) will be extended by the number of weeks of extended benefits which the employee receives under Subsection 12(7) of the *EI Act*.
- (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 EI parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
- (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 while in receipt of 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.

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 via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance parental 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 via 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 during which the employee would have been eligible for parental benefits pursuant to Section 23 of the *Employment Insurance Act*, had the employee not been disqualified from Employment Insurance parental benefits for the reasons described in subparagraph (a)(i).

22.09 Leave Without Pay for the Care and Nurturing of Pre-School Age Children

- (a) Both parties recognize the importance of access to leave for the purpose of care and nurturing of pre-school age children.
- (b) An employee shall be granted leave without pay for the personal care and nurturing of the employee's pre-school age children (including children of common-law spouse) 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 an urgent or unforeseeable circumstance 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 year or less shall be scheduled in a manner which ensures continued service delivery.
- (c) 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.

22.10 Leave Without Pay for the Long-Term Care of a Parent

- (a) Both parties recognize the importance of access to leave for the purpose of long-term care of a parent.

- (b) An employee shall be granted leave without pay for the long-term personal care of the employee's parents, including step-parents or foster parents, 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 an urgent or unforeseeable circumstance 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.
- (c) 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.

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 spouse (or common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster parents), or any relative permanently residing in the employee’s household or with whom the employee permanently resides.
- (b) The total leave with pay which may be granted under this clause shall not exceed five (5) days in a fiscal year.
- (c) Subject to paragraph (b), the Employer shall grant leave with pay under the following circumstances:

**

- (i) up to one (1) day to take a dependent 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) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child, which may be divided into two (2) periods and granted on separate days.

22.14 Court Leave

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

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

or

- (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

22.15 Injury-On-Duty Leave

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

- (a) personal injury accidentally received in the performance of his or her duties and not caused by the employee's willful misconduct,

or

- (b) an industrial illness or a disease arising out of and in the course of the employee's employment,

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

22.16 Personnel Selection Leave

Where an employee participates in a personnel selection process, including the appeal process where applicable, for a position in the Public Service, as defined in the *Public Service Staff 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

At its discretion, the Employer may grant:

- (a) 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;
- (b) leave with or without pay for purposes other than those specified in this Agreement.

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

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Clause 23.01 to 23.14 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 1st of the current year and end no later than June 30th 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 1st of the previous school year by all employees except employees of the Department of Northern and Indian Affairs, who are required to submit their applications for leave to the Employer prior to January 31st.

23.04 All applications must be accompanied by a statement outlining the field of study, the programme to be followed and the value of the leave to the employee and to the Employer.

23.05 The criteria for selection proposed by the Employer 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 criteria 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 1st whether his or her application has been accepted or rejected.

23.06 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 person-years in the respective sub-group as determined on April 1st of each year.

23.07 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.

23.08 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.

23.09 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.

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

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.

23.11 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

23.12 Professional Development

- (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 offered by a recognized academic institution;
 - (iii) a research program carried out in a recognized institution;
 - (iv) a symposium, seminar, convention or study session in a specialized field directly related to the employee's work.
- (b) Where an employee has submitted an application for professional development leave in one of the activities described in clause 23.12(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 49 during time spent on professional development leave provided for in this clause.

- (c) Employees taking professional development training shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.
- (d) Once the Employer has selected an employee for professional development leave, according to clause 23.12(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 programme.

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

23.14 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.

Clause 23.15 to 23.18 inclusively apply only to the employees of the Library Science (LS) group.

23.15 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%) of his or her basic salary provided that where 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.

23.16 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, in 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 49 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 clause 23.16(b).

23.17 Professional Development

- (a) The parties to this agreement share a desire to improve professional standards by giving employees the opportunity, on occasion,
 - (i) to participate in seminars, workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields,
 - (ii) to conduct research or to perform work related to their normal research programs in institutions or locations other than those of the Employer,or
 - (iii) to perform work in a co-operating 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 49 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.

23.18 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 where, 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.

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 two (2) weeks' pay for the first complete year of continuous employment and 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 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 365, less any period in respect of which the employee was granted severance pay under sub-paragraph (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 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 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 11(2)(g) 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 11(2)(g) 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.

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24.02 The period of continuous employment used in the calculation of 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 clause 24.01 be pyramided.

24.03 Appointment to a separate employer organization

Notwithstanding paragraph 24.01(b), an employee who resigns to accept an appointment with an organization listed in Part II of Schedule I of the *Public Service Staff Relations Act* may choose not to be paid severance pay provided that the appointing organization will accept the employee's Part I service for its severance pay entitlement.

ARTICLE 25

PENOLOGICAL FACTOR ALLOWANCE

General

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

25.02 The Penological Factor Allowance is used to provide additional compensation to an incumbent of a position who, by reason of duties being performed in a penitentiary, as defined in the *Penitentiary Act* as amended from time to time, assumes additional responsibilities for the custody of inmates other than those exercised by the Correctional Group, and is exposed to immediate hazards of physical injury by assault and other disagreeable conditions.

Degrees of Exposure

25.03 The factor recognizes the differences between maximum, medium and minimum security penal institutions, as designated by the Employer, and distinguishes between continual, frequent and limited degrees of exposure, as follows:

- Continual - means fulfillment of the conditions described in clause 25.02 above throughout the working day and recurring daily.
- Frequent - means fulfillment of the conditions described in clause 25.02 above for part or parts of the working day and generally recurring daily.
- Limited - means fulfillment of the conditions described in clause 25.02 above on an occasional basis.

Formula

25.04 The payment of the allowance for the Penological Factor is determined by the following formula:

Degree of Contact	Penological Factor (X) Type of Institution								
	Maximum			Medium			Minimum		
Continual	100%	X	(\$1,600)	50%	X	(\$800)	30%	X	(\$480)
Frequent	50%	X	(\$800)	30%	X	(\$480)	20%	X	(\$320)
Limited	30%	X	(\$480)	20%	X	(\$320)	10%	X	(\$160)

Amount of PFA

25.05 The value of “X” is set at \$1,600 per annum. This allowance shall be paid on the same basis as that for the employee’s regular pay.

Application of PFA

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

25.07 The applicability of PFA to a position and the position’s degree of PFA entitlement, shall be determined by the Employer following consultation with the bargaining agent.

25.08 Except as prescribed in clause 25.11 below, an employee shall be entitled to receive PFA for any month in which he or she receives a minimum of ten (10) days’ pay in a position(s) to which PFA applies.

25.09 Except as provided in clause 25.10 below, PFA shall be adjusted when the incumbent of a position to which PFA applies, is appointed or assigned duties in another position to which a different degree of PFA applies, regardless of whether such appointment or assignment is temporary or permanent, and for each month in which an employee performs duties in more than one position to which PFA applies, the employee shall receive the higher allowance, provided he or she

has performed duties for at least ten (10) days as the incumbent of the position to which the higher allowance applies.

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

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

- (a) during any period of paid leave up to a maximum of sixty (60) consecutive calendar days,

or
- (b) during the full period of paid leave where an employee is granted injury-on-duty leave with pay because of an injury resulting from an act of violence from one or more inmates.

25.12 PFA shall not form part of an employee's salary except for the purposes of the following benefit plans:

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

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

ARTICLE 26
PAY ADMINISTRATION

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

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

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

or

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

26.03

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

(b) Clause 26.03(c) supersedes the Retroactive Remuneration Directives.

(c) 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 clause (ii) to (v) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day this 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 bargaining unit during the retroactive period;

- (iii) rates of pay shall be paid in an amount equal to what would have been paid had this Agreement been signed or an arbitral award rendered therefor on the effective date of the revision in rates of pay;
- (iv) in order for former employees or, in the case of death, for the former employees' representatives to receive payment in accordance with clause (c)(iii), the Employer shall notify, by registered mail, such individuals at their last known address that they have thirty (30) days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment ceases;
- (v) no payment or no notification shall be made pursuant to this clause for one dollar (\$1) 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 Public Service Alliance of Canada 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 four (4) 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 pay day for an employee falls on his or her day of rest, every effort shall be made to issue his or her cheque on his or her last working day, provided it is available at his or her regular place of work.

ARTICLE 27

TRAVELLING TIME

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

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

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

- (a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer.
- (b) For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or work place.
- (c) In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate 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 clause 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 regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straight-time rate of pay.

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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 twelve (12) hours' pay at the straight-time rate of pay.

Travel time shall be compensated in cash, except where upon request of an employee and with the approval of the Employer, travel time shall be compensated by leave with pay. The duration of such leave shall be equal to the travel time multiplied by the appropriate rate of payment and payment shall be based on the employee's hourly rate of pay in effect on the date immediately prior to the day on which the leave is taken. Compensatory leave outstanding at the end of a fiscal year shall be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment, on the last day of the fiscal year.

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

- (a) on a normal working day, his or her regular pay for the day,

or

- (b) pay for actual hours worked in accordance with Article 21, Designated Paid Holidays and the overtime provisions of this agreement.

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

ARTICLE 28 CALL-BACK PAY

28.01 If an employee is called back to work

- (a) on a designated paid holiday which is not the employee's scheduled day of work,

or

- (b) on the employee's day of rest,

or

- (c) after the employee has completed his or her work for the day and has left his or her place of work, and returns to work, the employee shall be paid the greater of:

- (i) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' compensation in an eight (8) hour period. Such maximum shall include any reporting pay pursuant to clause 21.06 and the Reporting Pay Provisions of this agreement,

or

- (ii) compensation at the applicable rate of overtime compensation for time worked,

provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

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

No Pyramiding of Payments

28.03 Payments provided under 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.

28.04 Compensatory Leave

Clause 49.07, 49.08 and 49.09 of the Overtime article (Article 49) apply to compensation earned according to 28.01(c)(i) and 28.01(d).

28.05 Transportation expenses

- (a) When an employee is required to report for work and reports under the conditions described in paragraphs 28.01(c) and (d), and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:
 - (i) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of his or her own automobile,
 - or
 - (ii) out-of-pocket expenses for other means of commercial transportation.

ARTICLE 29

STANDBY

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

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

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

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

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30.01 Shift Premium

A shift work employee, whose hours of work are scheduled pursuant to 44.04, 45.10 and 46.04, will receive a shift premium of one dollar and fifty cents (\$1.50) per hour for all hours worked, including overtime hours, between 4:00 p.m. and 8:00 a.m. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m.

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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 11(2)(f) 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 on the form.
- (b) The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.

- (c) An employee has the right to make written comments to be attached to the performance review form.

33.02

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

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

ARTICLE 34

HEALTH AND SAFETY

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

ARTICLE 35

JOINT CONSULTATION

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Clause 35.01 to 35.04 apply only to 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.

Clause 35.05 to 35.11 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 for the Maritime Provinces;
- (b) the procedure regarding consultation with Correctional Services will be established by mutual agreement between the two parties;
- (c) with regard to the Language Teaching sub-group, committees in each region and/or work unit determined by mutual agreement by the Public Service Commission's Joint Departmental Committee. The procedure regarding consultation with the Department of National Defence will be established by mutual agreement between the two 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 their authority or jurisdiction, nor shall any commitment made be 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 for both sides. Representatives of the parties will normally exchange a written agenda for the meeting not less than five (5) calendar days in advance of the date of each meeting.

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

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

ARTICLE 36

NATIONAL JOINT COUNCIL AGREEMENTS

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

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 Chairman of the Public Service Staff Relations Board has made a ruling pursuant to clause (c) of the NJC Memorandum of Understanding which became effective December 6, 1978.

36.03

- (a) The following directives, as amended from time to time by 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;

Foreign Service Directives;

Health/Safety

Boiler and Pressure Vessels Directive;

Committees and Representatives Directive;

Dangerous Substances Directive;

Electrical Directive;

Elevated Work Structures Directive;

Elevating Devices Directive;

First-Aid Allowance Directive;

First-Aid Safety and Health Directive;

Hazardous Confined Spaces Directive;

Material Handling Directive;

Motor Vehicle Operations Directive;

Noise Control and Hearing Conservation Directive;

Personal Protective Equipment and Clothing Directive;

Pesticides Directive;

Refusal to Work Directive;

Sanitation Directive;

Tools and Machinery Directive;

Use and Occupancy of Buildings Directive;

Isolated Posts Directive;

Living Accommodation Charges Directive;

Relocation 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 (NJC) of the Public Service on items which may be included in a collective agreement and which the parties to this Agreement have endorsed, the grievance procedure will be in accordance with Part 14 of the NJC By-Laws.

37.02 Subject to and as provided in Section 91 of the *Public Service Staff Relations Act*, an employee who feels that he or she has been treated unjustly or considers himself or herself aggrieved by any 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 37.05 except that,

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

and

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

37.03 Except as otherwise provided in this Agreement, a grievance shall be processed by recourse to the following levels:

- (a) level 1 – first level of management;
- (b) levels 2 and 3 – intermediate level(s) where such level or levels are established in departments or agencies;
- (c) final level – Deputy Head or Deputy Head’s authorized representative.

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

37.04 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. 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.

37.05 An employee who wishes to present a grievance at a prescribed level in the grievance procedure shall transmit this grievance to his or her 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 employee with a receipt stating the date on which the grievance was received by him or her.

37.06 Where 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 date 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 his or her 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.

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

37.08 An employee may be assisted and/or represented by the Alliance when presenting a grievance at any level.

37.09 The Alliance shall have the right to consult with the Employer with respect to a grievance at each level of the grievance procedure. Where consultation is with the deputy head, the deputy head shall render the decision.

37.10 An employee may present a grievance to the First Level of the procedure in the manner prescribed in clause 37.05 not later than the twenty-fifth (25th) day after the date on which he or she is notified orally or in writing or on which he or she first becomes aware of the action or circumstances giving rise to the grievance.

37.11 The Employer shall normally reply to an employee's grievance, at any level in the grievance procedure, except the final level, within ten (10) days after the date the grievance is presented at that level. Where such decision or settlement is not satisfactory to the employee, he or she may submit a grievance at the next higher level in the grievance procedure within ten (10) days after that decision or settlement has been conveyed to him or her in writing.

37.12 If the Employer does not reply within fifteen (15) days from the date that a grievance is presented at any level, except the final level, the employee may, within the next ten (10) days, submit the grievance at the next higher level of the grievance procedure.

37.13 The Employer shall normally reply to an employee's grievance at the final level of the grievance procedure within thirty (30) days after the grievance is presented at that level.

37.14 Where an employee has been represented by the Alliance in the presentation of his or her 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.

37.15 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.

37.16 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.

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

37.18 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 employee, and, where applicable, the Alliance.

37.19 Where the Employer demotes or terminates an employee for cause pursuant to paragraph 11(2)(f) or (g) 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.

37.20 An employee may abandon a grievance by written notice to his or her immediate supervisor or officer-in-charge.

37.21 An employee 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 the employee was unable to comply with the prescribed time limits due to circumstances beyond his or her control.

37.22 No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his or her grievance or refrain from exercising his or her right to present a grievance as provided in this Agreement.

37.23 Where an employee has presented a grievance up to and including the Final Level in the grievance procedure with respect to:

- (a) the interpretation or application in respect of him or her of a provision of this Agreement or a related arbitral award,

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

or
- (c) termination of employment or demotion pursuant to paragraph 11(2)(f) or (g) of the *Financial Administration Act*,

and the employee's grievance has not been dealt with to his or her satisfaction, he or she may refer the grievance to adjudication in accordance with the provisions of the *Public Service Staff Relations Act* and *Regulations*.

37.24 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of him or her 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 in the prescribed manner:

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

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

ARTICLE 38

PART-TIME EMPLOYEES

Definition

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

General

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

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

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

38.05 Leave will only be provided:

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

or

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

Designated Holidays

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

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

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

Overtime

38.09

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

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

Call-Back

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

Bereavement Leave

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

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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 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, prorated and calculated as follows:

- (a) when the entitlement is one and one-quarter ($1 \frac{1}{4}$) days a month, .250 multiplied by the number of hours in the employee's workweek per month;
- (b) when the entitlement is one and two-thirds ($1 \frac{2}{3}$) days a month, .333 multiplied by the number of hours in the employee's workweek per month;
- (c) when the entitlement is one and eleven-twelfths ($1 \frac{11}{12}$) days a month, .383 multiplied by the number of hours in the employee's workweek per month;
- (d) when the entitlement is two and one-twelfth ($2 \frac{1}{12}$) days a month, .417 multiplied by the number of hours in the employee's workweek per month;
- (e) when the entitlement is two and a half ($2 \frac{1}{2}$) days 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 the number of hours in the employee's normal workweek.

38.16 Vacation and Sick Leave Administration

- (a) For the purposes of administration of clause 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 full-time. 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 Public Service Alliance of Canada agree that the following conditions shall apply to employees for whom variable hours of work schedules are approved pursuant to the relevant provisions of this Agreement.

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

39.01 General Terms

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

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

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

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

39.02 Specific Application

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

Interpretation and Definitions

“Daily rate of pay” – shall not apply.

Overtime

Overtime shall be compensated for all work performed:

- (a) in excess of an employee's scheduled hours of work on a scheduled working day in accordance with the provisions of this Agreement;
- (b) on days of rest at time and one-half (1 1/2) except that if the overtime is worked by the employee on two (2) or more consecutive and contiguous days of rest, the employee shall be paid at double 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 subsequently amended on March 10, 1988, December 12, 1991, November 26, 1993, April 2, 1996, January 15, 1997, March 11, 1998 and February 11, 2000 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 to 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 clause 24.01(a) of this agreement.

41.04 The provisions of clause 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 will notify the appropriate Alliance representative as soon as possible.

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

****ARTICLE 42**

MISCELLANEOUS – ED GROUP

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

(a) **Professional Development Sessions**

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

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

(b) **Transportation**

The parties agree that, except in cases of emergency, employees will not be required to use their private vehicle in the performance of their duties if other means of transportation are available. Should employees be required to use their private vehicle for field trips or similar activities, they will be reimbursed in accordance with the Treasury Board Travel 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
REIMBURSEMENT FOR TRAINING OUTSIDE
NORMAL WORKING HOURS

**

43.01 This Article applies to Education (ED) group and Educational Support (EU) group.

43.02 Employees shall be reimbursed for correspondence courses and other training taking place outside normal working hours in accordance with Treasury Board 718445, dated March 30, 1973, and its subsequent amendments.

ARTICLE 44
HOURS OF WORK FOR THE LS GROUP

44.01 The normal work week shall be thirty-seven and one-half (37 1/2) hours and the normal daily hours of work shall be seven and one-half (7 1/2) 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.

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

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

44.04 Notwithstanding clause 44.01, 44.02 and 44.03, for employees required to provide direct services to the public or to students:

- (a) the normal hours of work may be scheduled between 7:00 a.m. and 1:00 p.m. from Monday to Friday inclusive, and between 8:30 a.m. and 5:00 p.m. on Saturdays;

- (b) the Employer shall set up a master shift schedule for a fifty-six (56) calendar day period, posted at least fifteen (15) calendar days in advance;
- (c) the Employer shall schedule for each employee at least two (2) consecutive days of rest per week. This provision shall be considered to have been met when two (2) days of rest for an employee are separated by a designated paid holiday on which the employee is not scheduled to work.

44.05 When an employee who is subject to clause 44.04 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.

44.06 When employees who are subject to clause 44.04, provide sufficient advance notice, they may, with the approval of the Employer, exchange shifts, provided there is no increase in cost to the Employer.

44.07 Clause 44.04, 44.05 and 44.06 shall not become operative for the National Library unless it extends its hours of service to the public.

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

44.09 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 to twenty-eight (28) calendar days the employee works an average of thirty-seven and one-half (37 1/2) 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 to twenty-eight (28) calendar days, such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for the employee.

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

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44.10 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 45
WORK YEAR AND HOURS OF WORK FOR THE
ED-EST SUB-GROUP AND EU GROUP

Clauses 45.01 to 45.13 apply only to the ED-EST Sub-group

Indian and Northern Affairs Canada

45.01 Teachers Who Work a Ten (10)-Month Work Year

- (a) “School year” applicable to a teacher of the Department of Indian and Northern Affairs, 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 teacher is working. Working days will include teaching days and professional development days.
- (b) Teachers of the Department of Indian and Northern Affairs 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) months’ notice of resignation to the Employer if they wish to leave the service during the school year.
- (c) A teacher at the department of Indian Affairs and Northern Development shall have, as a minimum, an average of thirty-five (35) minutes per day 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.

45.02 Except as provided in clause 45.04, the working day of a teacher working a school year shall be the same as that designated by the province, territory or school unit in which the teacher is working. The teacher 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.

45.03 The commencement and termination of the school day of a teacher covered by clause 45.01 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 teachers shall be required to be on duty fifteen (15) minutes before the time of opening of school in the morning.

45.04 When an agreement in writing is reached between the Employer and the majority of the teachers in a school, the schedule of working days and the duration of a working day may vary from those established in clause 45.01, 45.02 and 45.03 provided that the total number of working days do not exceed those established in clause 45.01.

45.05 When a teacher works (or attends orientation seminars at the request of the Employer) on a day other than a day provided for in clause 45.01 or 45.04, 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 a teacher being on leave without pay.

45.06 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.

45.07 Except as provided for in this agreement, a teacher working a school year, as defined in clause 45.01 will not be entitled to leave with pay during periods in which he or she is not scheduled to work.

45.08 Teachers Who Work a Twelve (12)-Month Work Year

- (a) Guidance and Vocational Counsellors in the Department of Indian and Northern Affairs shall be on a twelve (12)-month work year and the work day for such an employee shall be seven and one-half (7 1/2) 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 and one-half (37 1/2) 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 the Article 39.

Canadian Coast Guard College

45.09 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 a.m. and 6:00 p.m., 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.

Correctional Service Canada

45.10

- (a) An employee in the Correctional Service shall be on a twelve (12)-month work year. The work day shall be seven and one-half (7 1/2) hours or such lesser period as the Employer may schedule. The work week shall be from Monday to Friday and between the hours of 7:00 a.m. and 6:00 p.m. 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 accept voluntarily, hours of work between 7:00 a.m. and 10:00 p.m. following a request from the Employer.

(b) Rest Periods

The Employer shall schedule two (2) rest periods of ten (10) minutes each during each shift. An employee in the Correctional Service 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

45.11 An employee in the Department of National Defence shall be on a twelve (12)-month work year and the work day for such an employee shall be seven and one-half (7 1/2) hours or such lesser period as the Employer may schedule between 7:00 a.m. and 6:00 p.m., Monday to Friday.

General

45.12 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 1 to 3	One 40 to 45-minute period per day, or one-half day per week at the Principal's option
From 4 to 6	One day per week
From 7 to 10	2 1/2 days per week
11 or more	Full time

45.13 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 7 to 10	1/2 day per week
From 11 to 19	Half time
20 or more	Full time

**

Clauses 45.14 to 45.19 apply only to the EU group

**

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

**

45.15 The normal work week for employees shall be from Monday to Friday.

**

45.16 The normal daily hours of work of employees, exclusive of meal breaks, shall be seven and one-half (7 1/2) hours and shall be scheduled in a continuous period as operational needs require.

**

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

**

45.18 This clause applies only to Physical Education Instructors.

- (a) The normal daily hours of work shall be scheduled between 7:00 a.m. and 5:00 p.m. Monday to Friday.
- (b) No employee of Correctional Services Canada shall be assigned work hours other than between these hours and on these days, except by the written consent of the employee concerned.

**

45.19 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 46
WORK YEAR AND HOURS OF WORK FOR THE ED-LAT
SUB-GROUP

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

46.02 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.

46.03 The normal work week shall be thirty-seven and one-half (37 1/2) hours, Monday to Friday, and the normal daily hours of work shall be seven and one-half (7 1/2) consecutive hours, exclusive of a meal period, between the hours of 7 a.m. and 6:00 p.m.

46.04 Notwithstanding clause 46.03, because of the operational requirements of the Service, an employee's normal daily hours of work may be scheduled to extend beyond 6:00 p.m. and/or on a Saturday or a Sunday but will not be scheduled beyond 10:00 p.m. When hours of work are scheduled to extend beyond 6:00 p.m. and/or on a Saturday or a Sunday, they shall be scheduled in such a manner that employees, over a period of not more than fifty-six (56) calendar days:

- (a) work an average of thirty-seven and one-half (37 1/2) hours and an average of five (5) days per week;
- (b) work seven and one-half (7 1/2) 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.

46.05 Employees whose hours of work are scheduled pursuant to the provisions of clause 46.04 shall be informed by written notice of their scheduled hours of work.

46.06 Employees whose hours of work are changed pursuant to the provisions of clause 46.04 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.

46.07 When hours of work are scheduled in accordance with clause 46.04 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.

46.08 Except for employees whose hours of work are scheduled pursuant to clause 46.03, 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.

46.09 The Employer will, at the request of the Alliance, consult with the local Alliance representative(s) on work schedules established pursuant to clause 46.04 when such schedules affect the majority of the employees in a work unit.

46.10 Hours of teaching must be in accordance with the November 30, 1989 Award of the Special Arbitration Panel chaired by M. Teplitsky.

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

ARTICLE 47
PEDAGOGICAL BREAK

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

47.01 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.

47.02 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.

47.03 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 48
WORK YEAR AND HOURS OF WORK FOR
THE ED-EDS SUB-GROUP

48.01 All employees shall be on a twelve (12)-month work year and the workday for such an employee shall be seven and one-half (7 1/2) hours or such lesser period as the Employer may schedule, Monday to Friday between the hours of 7:00 a.m. and 6:00 p.m.

48.02 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.

48.03 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 and one-half (37 1/2) 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 work day 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 the Article 39.

48.04 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 49

OVERTIME

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

49.02 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 and one-half (7 1/2) hours per day.

**

LS/EU – 49.03 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 – 49.03 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 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.

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

49.05 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.

49.06 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.

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

49.08 The Employer shall grant compensatory time off at times convenient to both the employee and the Employer. Compensatory time off with pay earned prior to December 31 and not granted by the end of the fiscal year will be paid for in cash.

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

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

49.11 Meals

(a) An employee who works three (3) or more hours of overtime immediately before or immediately following normal hours of work shall be reimbursed expenses for one meal in the amount of nine dollars (\$9.00), except where free meals are provided or the employee is on travel status.

**

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

(c) 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) Clause 49.11(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 50
ALLOWANCES**

This Article applies to employees certified in the Elementary and Secondary Teaching Sub-Group.

Where the employee is entitled to an allowance provided in clause 50.01, 50.02, 50.03, 50.05 and 50.07 for less than a full work year, the amount of the allowance will be prorated on the basis of the percentage of the work year he or she was so employed.

**

50.01 Principal's Allowance

Effective on the date of signature of this agreement, a principal of a school shall be paid an allowance for administrative and supervisory responsibilities at the following annual rates, calculated on September 1st of each year:

\$1,890 basic, plus:

\$ 510 for each teacher and teacher aide supervised from 1 to 12,

and

\$ 280 for each teacher and teacher aide supervised from 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.

50.02 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 50.01 in accordance with the number of teachers and teacher aides supervised.

**

50.03 Department Head's Allowance

Effective on the date of signature of this agreement, a teacher who is a Department Head (including a Head Education Counsellor) shall be paid an allowance for administrative and supervisory responsibilities of \$2,040 per annum.

50.04 Night School Compensation

A teacher shall be paid at his or her normal hourly rate of pay, for every completed hour of work, for approved scheduled teaching duties which are performed outside the authorized school hours and which are not part of the teachers normal work program. This clause does not apply to an employee covered by Article 49.

**

50.05 Allowance for Teachers of Specialist Subjects

Effective on the date of signature of the present agreement, employees who are assigned to counselling duties or to teaching duties in the specialist fields of kindergarten, primary methods, home economics, physical education, industrial arts, music, auxiliary education, opportunity classes, guidance, arts and crafts or other specialist fields designated by the Employer for at least fifty per cent (50%) of a full-time teaching or counselling schedule, and who submit documentary evidence of successful completion of not less than three (3) summer school or other approved courses in any one of these specialist fields sponsored by a recognized university or provincial Department of Education and each of which consists of at least fifty (50) hours of course instruction time or less depending on provincial criteria shall receive effective on the date of signature of this agreement, an allowance of \$920 per annum in excess of that to which they are eligible in view of their academic and professional qualifications or experience.

50.06 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.

**

50.07 One-Room School Allowance

Effective on the date of signature of this agreement, a teacher employed in the Department of Indian and Northern Affairs as the only teacher in a one-room school shall be paid an allowance of \$1,125 per annum.

50.08 Limitation

No employee will be paid more than one of the allowances provided in clause 50.01, 50.02, 50.03 and 50.07 of this Agreement.

ARTICLE 51
TECHNOLOGICAL CHANGE

51.01 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 Work Force Adjustment will apply. In all other cases the following clauses will apply.

51.02 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.

51.03 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.

51.04 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.

51.05 The written notice provided for in clause 51.04 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.

51.06 As soon as reasonably practicable after notice is given under clause 51.04, the Employer shall consult meaningfully with the Alliance concerning the rationale for the change and the topics referred to in paragraph 51.05 on each group of employees, including training.

51.07 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 52

AUTHORSHIP – LS GROUP

This article applies only to employees of the Library Science group

52.01 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 in the title page of such publication.

52.02 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 53

RELIGIOUS OBSERVANCE

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

53.02 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 fulfill their religious obligations.

53.03 Notwithstanding clause 53.02, 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 fulfill 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.

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

ARTICLE 54 JOB SECURITY

54.01 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 work force will be accomplished through attrition

ARTICLE 55 MEMBERSHIP FEES

55.01 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.

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

ARTICLE 56 SHIFT PRINCIPLE

56.01 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 44.04 or 46.04 who receive 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

clause 56.01(a) and certain other proceedings identified in clause 56.01(b) which normally take place between the hours of 9:00 a.m. to 5:00 p.m. from Mondays to Fridays inclusive.

When a shift work employee who is scheduled to work on the day of that proceeding and when the proceeding is not scheduled during the employee's scheduled shift for that day and when the majority of the hours of the employee's scheduled shift on that day do not fall between the hours of 9:00 a.m. to 5:00 p.m., upon written application by the employee, the Employer shall endeavor, where possible, to change the shift work employee's shift on the day of the proceeding so that the majority of the hours fall between 9:00 a.m. to 5:00 p.m. provided that operational requirements are met, there is no increase in cost to the Employer and sufficient advance notice is given by the employee.

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

- (i) PSSRB Proceedings Clause 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 Clause 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 57

AGREEMENT REOPENER

57.01 This Agreement may be amended by mutual consent.

ARTICLE 58**MATERNITY-RELATED REASSIGNMENT OR LEAVE**

58.01 An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child.

58.02 An employee's request under clause 58.01 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.

58.03 An employee who has made a request under clause 58.01 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.

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

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

58.06 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.

ARTICLE 59

MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES

59.01 Up to half (1/2) a day of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.

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

ARTICLE 60

DUTY ABOARD VESSELS

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

60.02 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.

60.03 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.

60.04 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.

60.05

(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 61**

**LEAVE FOR TEACHERS WHO WORK A
TEN (10)-MONTH WORK YEAR**

61.01 The employer shall grant a teacher (ED-EST) who works a ten-month work year up to two (2) days of leave with pay within each school year for personal reasons, at a time requested by the employee, provided the employee gives the employer advance notice prior to the commencement of the leave of at least five (5) working days.

**ARTICLE 62
DURATION**

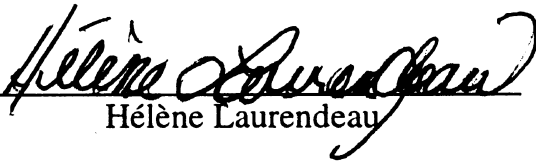
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62.01 The provisions of this Agreement will expire on June 30, 2000.

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

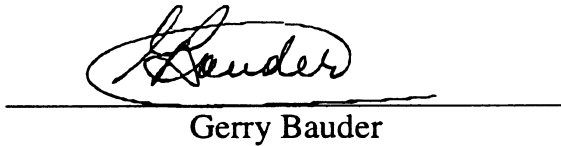
SIGNED AT OTTAWA this 28th day of the month of March 2000.

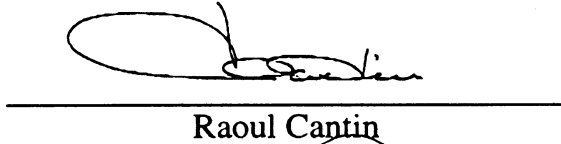
THE TREASURY BOARD OF
CANADA

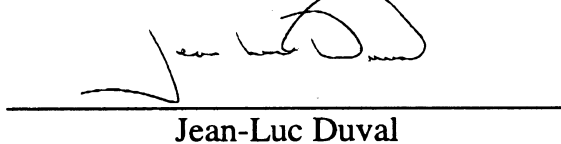

Hélène Laurendeau


Kathryn Wilder Paterson

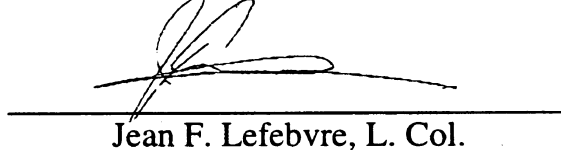

Laudalina Santos-Lanthier


Gerry Bauder

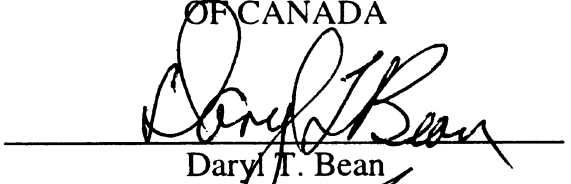

Raoul Cantin

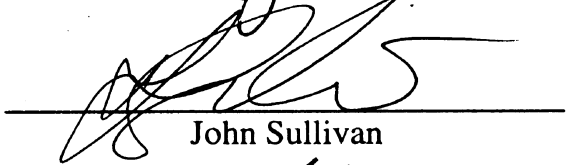

Jean-Luc Duval

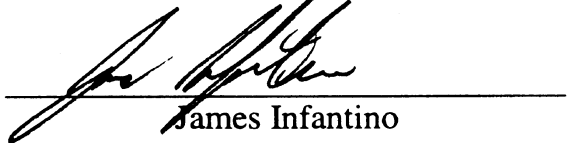

Victor Desroches


Jean F. Lefebvre, L. Col.

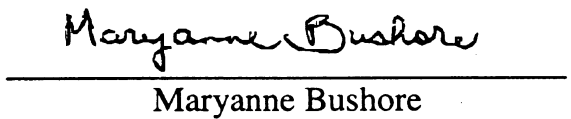
THE PUBLIC SERVICE ALLIANCE
OF CANADA

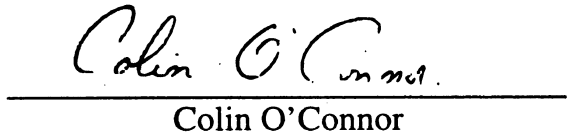

Daryl T. Bean


John Sullivan


James Infantino


Terrylynn Brant


Maryanne Bushore


Colin O'Connor


Céline Préfontaine


Louise Richard

THE TREASURY BOARD OF
CANADA



Tom Louks

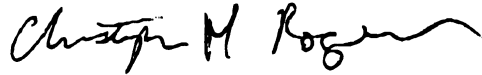


Maryna Nowosielski



Al Krasauskas

THE PUBLIC SERVICE ALLIANCE
OF CANADA



Chris Rogers



Elva Simundsson



Ron Smith

****APPENDIX “A” ANNUAL RATES OF PAY AND PAY NOTES**

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

(in dollars)

MARITIMES**(10 MONTH PAY PLAN)**

TEACHING EXPERIENCE	LEVEL 1	1/7/99	LEVEL 2	1/7/99	LEVEL 3	1/7/99
1	21389	21817	22652	23105	26127	26650
2	22638	23091	23931	24410	27411	27959
3	23887	24365	25209	25713	28696	29270
4	25133	25636	26485	27015	29983	30583
5	26381	26909	27763	28318	31268	31893
6	27634	28187	29045	29626	32555	33206
7	28874	29451	30326	30933	33843	34520
8	30124	30726	31601	32233	35126	35829
9			32875	33533	36424	37152
TEACHING EXPERIENCE	LEVEL 4	1/7/99	LEVEL 5	1/7/99	LEVEL 6	1/7/99
1	30519	31129	33569	34240	35494	36204
2	32090	32732	35380	36088	37301	38047
3	33667	34340	37185	37929	39112	39894
4	35242	35947	38998	39778	40923	41741
5	36813	37549	40809	41625	42730	43585
6	38384	39152	42618	43470	44541	45432
7	39956	40755	44425	45314	46348	47275
8	41531	42362	46233	47158	48159	49122
9	43105	43967	48042	49003	49967	50966
10	44685	45579	49858	50855	51788	52824

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

(in dollars)

QUEBEC**(10 MONTH PAY PLAN)**

TEACHING EXPERIENCE	LEVEL 1	1/7/99	LEVEL 2	1/7/99	LEVEL 3	1/7/99
1	22512	22962	24266	24751	26240	26765
2	24113	24595	25718	26232	27738	28293
3	25717	26231	27181	27725	29239	29824
4	27322	27868	28640	29213	30745	31360
5	28927	29506	30099	30701	32247	32892
6	30530	31141	31560	32191	33744	34419
7	32135	32778	33020	33680	35250	35955
8	33739	34414	34478	35168	36753	37488
9	35353	36060	35939	36658	38254	39019
10	36959	37698	37386	38134	39758	40553
11			38845	39622	41260	42085

TEACHING EXPERIENCE	LEVEL 4	1/7/99	LEVEL 5	1/7/99	LEVEL 6	1/7/99
1	28540	29111	31185	31809	33785	34461
2	29958	30557	32661	33314	35430	36139
3	31379	32007	34139	34822	37077	37819
4	32795	33451	35617	36329	38723	39497
5	34214	34898	37092	37834	40367	41174
6	35631	36344	38572	39343	42017	42857
7	37045	37786	40050	40851	43661	44534
8	38468	39237	41524	42354	45307	46213
9	39881	40679	43001	43861	46955	47894
10	41296	42122	44478	45368	48603	49575
11	42717	43571	45949	46868	50255	51260
12	44135	45018	47424	48372	51903	52941

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

(in dollars)

ONTARIO**(10 MONTH PAY PLAN)**

TEACHING EXPERIENCE	LEVEL 1	1/7/99	LEVEL 2	1/7/99	LEVEL 3	1/7/99
1	24742	25237	27867	28424	29122	29704
2	25758	26273	29316	29902	30717	31331
3	26772	27307	30759	31374	32314	32960
4	27783	28339	32203	32847	33909	34587
5	28803	29379	33646	34319	35504	36214
6	29814	30410	35090	35792	37098	37840
7	30827	31444	36534	37265	38693	39467
8	31842	32479	37982	38742	40288	41094
9			39413	40201	41887	42725
10					43478	44348

TEACHING EXPERIENCE	LEVEL 4	1/7/99	LEVEL 5	1/7/99	LEVEL 6	1/7/99
1	33068	33729	34602	35294	37325	38072
2	34819	35515	36358	37085	39524	40314
3	36563	37294	38117	38879	41730	42565
4	38311	39077	39874	40671	43932	44811
5	40059	40860	41634	42467	46137	47060
6	41807	42643	43387	44255	48338	49305
7	43553	44424	45149	46052	50542	51553
8	45301	46207	46906	47844	52843	53900
9	47046	47987	48662	49635	54942	56041
10	48792	49768	50427	51436	57151	58294

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

(in dollars)

MANITOBA**(10 MONTH PAY PLAN)**

TEACHING EXPERIENCE	LEVEL 1	1/7/99	LEVEL 2	1/7/99	LEVEL 3	1/7/99
1	23097	23559	25249	25754	27894	28452
2	24007	24487	26199	26723	29032	29613
3	24915	25413	27148	27691	30164	30767
4	25820	26336	28093	28655	31296	31922
5	26727	27262	29045	29626	32429	33078
6	27637	28190	29991	30591	33562	34233
7	28544	29115	30940	31559	34698	35392
8	29460	30049	31890	32528	35832	36549
9			32831	33488	36957	37696

TEACHING EXPERIENCE	LEVEL 4	1/7/99	LEVEL 5	1/7/99	LEVEL 6	1/7/99
1	34455	35144	36686	37420	38656	39429
2	36166	36889	38403	39171	40498	41308
3	37881	38639	40124	40926	42339	43186
4	39598	40390	41841	42678	44180	45064
5	41310	42136	43561	44432	46024	46944
6	43032	43893	45276	46182	47861	48818
7	44740	45635	46992	47932	49709	50703
8	46456	47385	48708	49682	51548	52579
9	48174	49137	50429	51438	53392	54460
10	49884	50882	52156	53199	55229	56334

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

(in dollars)

SASKATCHEWAN**(10 MONTH PAY PLAN)**

TEACHING EXPERIENCE	LEVEL 1	1/7/99	LEVEL 2	1/7/99	LEVEL 3	1/7/99
1	21488	21918	24268	24753	27192	27736
2	22591	23043	25636	26149	28543	29114
3	23699	24173	26996	27536	29884	30482
4	24804	25300	28363	28930	31229	31854
5	25905	26423	29734	30329	32576	33228
6	27014	27554	31097	31719	33919	34597
7	28119	28681	32460	33109	35264	35969
8	29231	29816	33826	34503	36611	37343
9			35195	35899	37966	38725
TEACHING EXPERIENCE	LEVEL 4	1/7/99	LEVEL 5	1/7/99	LEVEL 6	1/7/99
1	33296	33962	36171	36894	38259	39024
2	34961	35660	37799	38555	39886	40684
3	36621	37353	39419	40207	41510	42340
4	38287	39053	41049	41870	43136	43999
5	39948	40747	42671	43524	44761	45656
6	41609	42441	44294	45180	46383	47311
7	43279	44145	45918	46836	48006	48966
8	44937	45836	47540	48491	49633	50626
9	46597	47529	49166	50149	51254	52279
10	48274	49239	50787	51803	52873	53930

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

(in dollars)

ALBERTA**(10 MONTH PAY PLAN)**

TEACHING EXPERIENCE	LEVEL 1	1/7/99	LEVEL 2	1/7/99	LEVEL 3	1/7/99
1	22514	22964	25194	25698	29465	30054
2	23748	24223	26771	27306	31040	31661
3	24976	25476	28347	28914	32618	33270
4	26205	26729	29924	30522	34188	34872
5	27439	27988	31497	32127	35764	36479
6	28670	29243	33070	33731	37340	38087
7	29898	30496	34643	35336	38912	39690
8	31125	31748	36219	36943	40490	41300
9			37789	38545	42059	42900

TEACHING EXPERIENCE	LEVEL 4	1/7/99	LEVEL 5	1/7/99	LEVEL 6	1/7/99
1	34083	34765	35952	36671	38085	38847
2	35963	36682	37860	38617	39990	40790
3	37849	38606	39767	40562	41901	42739
4	39736	40531	41675	42509	43808	44684
5	41623	42455	43587	44459	45718	46632
6	43508	44378	45495	46405	47623	48575
7	45394	46302	47401	48349	49533	50524
8	47276	48222	49308	50294	51438	52467
9	49165	50148	51218	52242	53349	54416
10	51047	52068	53124	54186	55259	56364

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

(in dollars)

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

TEACHING EXPERIENCE	LEVEL 1	1/7/99	LEVEL 2	1/7/99	LEVEL 3	1/7/99
1	25223	25727	27436	27985	30503	31113
2	26523	27053	28723	29297	32243	32888
3	27830	28387	30006	30606	33983	34663
4	29138	29721	31292	31918	35723	36437
5	30440	31049	32574	33225	37463	38212
6	31745	32380	33858	34535	39201	39985
7	33049	33710	35142	35845	40943	41762
8	34354	35041	36426	37155	42680	43534
9			37711	38465	44421	45309

TEACHING EXPERIENCE	LEVEL 4	1/7/99	LEVEL 5	1/7/99	LEVEL 6	1/7/99
1	32828	33485	35287	35993	38186	38950
2	34660	35353	37337	38084	40151	40954
3	36489	37219	39386	40174	42119	42961
4	38319	39085	41434	42263	44088	44970
5	40147	40950	43485	44355	46056	46977
6	41977	42817	45531	46442	48026	48987
7	43807	44683	47582	48534	49993	50993
8	45637	46550	49634	50627	51962	53001
9	47467	48416	51681	52715	53930	55009
10	49299	50285	53732	54807	55898	57016
11	51126	52149	55780	56896	57866	59023

ANNEX "A1-1" (I)

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

(12 MONTH PAY PLAN)**INDIAN AND NORTHERN AFFAIRS**

TEACHING EXPERIENCE	LEVEL 1	1/7/99	LEVEL 2	1/7/99	LEVEL 3	1/7/99
1	23274	23739	24651	25144	28435	29004
2	24628	25121	26039	26560	29830	30427
3	25986	26506	27431	27980	31235	31860
4	27333	27880	28819	29395	32630	33283
5	28690	29264	30211	30815	34034	34715
6	30045	30646	31600	32232	35434	36143
7	31396	32024	32989	33649	36831	37568
8	32751	33406	34378	35066	38235	39000
9			35783	36499	39635	40428

TEACHING EXPERIENCE	LEVEL 4	1/7/99	LEVEL 5	1/7/99	LEVEL 6	1/7/99
1	33213	33877	36531	37262	38631	39404
2	34931	35630	38504	39274	40602	41414
3	36644	37377	40477	41287	42573	43424
4	38358	39125	42451	43300	44545	45436
5	40073	40874	44416	45304	46515	47445
6	41786	42622	46389	47317	48487	49457
7	43499	44369	48359	49326	50458	51467
8	45217	46121	50328	51335	52425	53474
9	46931	47870	52301	53347	54397	55485
10	48632	49605	54262	55347	56359	57486

ANNEX "A1-1" (II)**ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)****GUIDANCE AND VOCATIONAL COUNSELLOR****ANNUAL RATES OF PAY**

(in dollars)

QUEBEC**(12 MONTH PAY PLAN)****INDIAN AND NORTHERN AFFAIRS**

TEACHING EXPERIENCE	LEVEL 1	1/7/99	LEVEL 2	1/7/99	LEVEL 3	1/7/99
1	24898	25396	26831	27368	29022	29602
2	26673	27206	28445	29014	30684	31298
3	28445	29014	30060	30661	32348	32995
4	30224	30828	31673	32306	34008	34688
5	31999	32639	33289	33955	35667	36380
6	33774	34449	34904	35602	37335	38082
7	35549	36260	36514	37244	38996	39776
8	37326	38073	38130	38893	40658	41471
9	39098	39880	39744	40539	42321	43167
10	40875	41693	41345	42172	43970	44849
11			42958	43817	45632	46545

TEACHING EXPERIENCE	LEVEL 4	1/7/99	LEVEL 5	1/7/99	LEVEL 6	1/7/99
1	31569	32200	34489	35179	37361	38108
2	33138	33801	36122	36844	39185	39969
3	34707	35401	37755	38510	41007	41827
4	36276	37002	39384	40172	42829	43686
5	37841	38598	41020	41840	44652	45545
6	39410	40198	42648	43501	46473	47402
7	40977	41797	44282	45168	48289	49255
8	42544	43395	45912	46830	50114	51116
9	44111	44993	47546	48497	51936	52975
10	45683	46597	49176	50160	53755	54830
11	47246	48191	50817	51833	55582	56694
12	48811	49787	52447	53496	57402	58550

ANNEX "A1-1" (III)**ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)****GUIDANCE AND VOCATIONAL COUNSELLOR****ANNUAL RATES OF PAY**

(in dollars)

ONTARIO**(12 MONTH PAY PLAN)****INDIAN AND NORTHERN AFFAIRS**

TEACHING EXPERIENCE	LEVEL 1	1/7/99	LEVEL 2	1/7/99	LEVEL 3	1/7/99
1	26928	27467	30332	30939	31694	32328
2	28034	28595	31903	32541	33426	34095
3	29137	29720	33474	34143	35163	35866
4	30236	30841	35043	35744	36896	37634
5	31346	31973	36615	37347	38630	39403
6	32448	33097	38187	38951	40365	41172
7	33553	34224	39757	40552	42101	42943
8	34652	35345	41324	42150	43836	44713
9			42890	43748	45571	46482
10					47316	48262

TEACHING EXPERIENCE	LEVEL 4	1/7/99	LEVEL 5	1/7/99	LEVEL 6	1/7/99
1	35994	36714	37659	38412	40620	41432
2	37895	38653	39570	40361	43022	43882
3	39794	40590	41491	42321	45419	46327
4	41699	42533	43401	44269	47818	48774
5	43598	44470	45318	46224	50219	51223
6	45498	46408	47232	48177	52615	53667
7	47401	48349	49146	50129	55011	56111
8	49300	50286	51059	52080	57377	58525
9	51201	52225	52975	54035	59514	60704
10	53095	54157	54878	55976	61649	62882

ANNEX "A1-1" (IV)**ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)****GUIDANCE AND VOCATIONAL COUNSELLOR****RATES OF PAY**

(in dollars)

MANITOBA**(12 MONTH PAY PLAN)****INDIAN AND NORTHERN AFFAIRS**

TEACHING EXPERIENCE	LEVEL 1	1/7/99	LEVEL 2	1/7/99	LEVEL 3	1/7/99
1	26183	26707	28623	29195	31628	32261
2	27212	27756	29690	30284	32909	33567
3	28241	28806	30767	31382	34196	34880
4	29268	29853	31839	32476	35474	36183
5	30302	30908	32914	33572	36762	37497
6	31329	31956	33984	34664	38049	38810
7	32358	33005	35060	35761	39333	40120
8	33395	34063	36134	36857	40612	41424
9			37214	37958	41899	42737
TEACHING EXPERIENCE	LEVEL 4	1/7/99	LEVEL 5	1/7/99	LEVEL 6	1/7/99
1	39052	39833	41592	42424	43825	44702
2	40997	41817	43538	44409	45911	46829
3	42943	43802	45489	46399	47998	48958
4	44886	45784	47436	48385	50088	51090
5	46833	47770	49386	50374	52171	53214
6	48774	49749	51332	52359	54262	55347
7	50716	51730	53285	54351	56346	57473
8	52661	53714	55233	56338	58288	59454
9	54606	55698	57171	58314	60145	61348
10	56549	57680	58909	60087	62005	63245

ANNEX "A1-1" (V)**ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)****GUIDANCE AND VOCATIONAL COUNSELLOR****ANNUAL RATES OF PAY**

(in dollars)

SASKATCHEWAN**(12 MONTH PAY PLAN)****INDIAN AND NORTHERN AFFAIRS**

TEACHING EXPERIENCE	LEVEL 1	1/7/99	LEVEL 2	1/7/99	LEVEL 3	1/7/99
1	23963	24442	27059	27600	30323	30929
2	25192	25696	28582	29154	31819	32455
3	26426	26955	30108	30710	33320	33986
4	27654	28207	31629	32262	34822	35518
5	28888	29466	33156	33819	36322	37048
6	30119	30721	34680	35374	37824	38580
7	31352	31979	36203	36927	39320	40106
8	32588	33240	37726	38481	40819	41635
9			39240	40025	42332	43179

TEACHING EXPERIENCE	LEVEL 4	1/7/99	LEVEL 5	1/7/99	LEVEL 6	1/7/99
1	37131	37874	40336	41143	42664	43517
2	38984	39764	42147	42990	44471	45360
3	40844	41661	43958	44837	46286	47212
4	42699	43553	45766	46681	48096	49058
5	44553	45444	47578	48530	49904	50902
6	46412	47340	49392	50380	51715	52749
7	48266	49231	51203	52227	53528	54599
8	50126	51129	53012	54072	55341	56448
9	51981	53021	54822	55918	57149	58292
10	53821	54897	56629	57762	58891	60069

ANNEX "A1-1" (VI)**ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)****GUIDANCE AND VOCATIONAL COUNSELLOR****ANNUAL RATES OF PAY**

(in dollars)

ALBERTA**(12 MONTH PAY PLAN)****INDIAN AND NORTHERN AFFAIRS**

TEACHING EXPERIENCE	LEVEL 1	1/7/99	LEVEL 2	1/7/99	LEVEL 3	1/7/99
1	24308	24794	27204	27748	31811	32447
2	25637	26150	28904	29482	33506	34176
3	26963	27502	30602	31214	35205	35909
4	28295	28861	32303	32949	36905	37643
5	29621	30213	33998	34678	38602	39374
6	30949	31568	35701	36415	40305	41111
7	32278	32924	37398	38146	42004	42844
8	33606	34278	39098	39880	43698	44572
9			40797	41613	45407	46315

TEACHING EXPERIENCE	LEVEL 4	1/7/99	LEVEL 5	1/7/99	LEVEL 6	1/7/99
1	36795	37531	38813	39589	41117	41939
2	38828	39605	40880	41698	43178	44042
3	40860	41677	42937	43796	45239	46144
4	42899	43757	44997	45897	47300	48246
5	44934	45833	47061	48002	49362	50349
6	46966	47905	49122	50104	51423	52451
7	49001	49981	51182	52206	53485	54555
8	51035	52056	53243	54308	55540	56651
9	53074	54135	55300	56406	57602	58754
10	55113	56215	57357	58504	59472	60661

ANNEX "A1-1" (VII)**ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)****GUIDANCE AND VOCATIONAL COUNSELLOR****ANNUAL RATES OF PAY**

(in dollars)

BRITISH COLUMBIA**(12 MONTH PAY PLAN)****INDIAN AND NORTHERN AFFAIRS**

TEACHING EXPERIENCE	LEVEL 1	1/7/99	LEVEL 2	1/7/99	LEVEL 3	1/7/99
1	27670	28223	30101	30703	33461	34130
2	29101	29683	31508	32138	35371	36078
3	30532	31143	32918	33576	37278	38024
4	31962	32601	34325	35012	39188	39972
5	33394	34062	35736	36451	41097	41919
6	34825	35522	37143	37886	43008	43868
7	36258	36983	38552	39323	44913	45811
8	37687	38441	39961	40760	46822	47758
9			41370	42197	48731	49706
TEACHING EXPERIENCE	LEVEL 4	1/7/99	LEVEL 5	1/7/99	LEVEL 6	1/7/99
1	35979	36699	38625	39398	41781	42617
2	37950	38709	40785	41601	43833	44710
3	39921	40719	42946	43805	45882	46800
4	41891	42729	45106	46008	47926	48885
5	43863	44740	47265	48210	49972	50971
6	45829	46746	49426	50415	52024	53064
7	47797	48753	51587	52619	54069	55150
8	49771	50766	53746	54821	56116	57238
9	51737	52772	55906	57024	58163	59326
10	53708	54782	58065	59226	60214	61418
11	55679	56793	60225	61430	62262	63507

ED-EST SUB-GROUP PAY NOTES

**

1. Any service rendered by an employee on duties classified in the Education (ED) group shall be used in determining the employee's increment step on the EST pay grids.
2. An employee is entitled to be paid at the rate of pay on the pay grid for the appropriate region set forth in Schedules "A1" or "A1-1" as determined by his or her education and experience. In addition, employees at these levels are entitled to the appropriate allowance provided in Article 50.
3. The rates of pay in Appendix "A1" and "A1-1" shall be implemented as indicated therein.
4. A teacher 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 his school year at the rate of pay that becomes effective on the following September 1st, including the applicable increment provided he has given satisfactory service.
5. The Employer will continue the present practice of paying teachers of INA on a bi-monthly basis, with one pay cheque in July and August.
6. Notwithstanding Pay Note 2, an employee on a twelve (12) month work year in Correctional Services Canada, National Defence Canada or Transport Canada 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 grid set forth in Schedule "A1", and if applicable, the allowances set forth in Article 50.
7. Rates of Pay on Promotion, Transfer or Demotion of an Employee
 - (a) Notwithstanding Section 2(e)(iii) of the *Public Service Terms and Conditions of Employment Regulations*, Sections 63 and 64 of the above regulations shall apply when an employee is promoted, transferred or demoted to a position classified in another group or sub-group.

- (b) For the purpose of this Article, the maximum rate of pay applicable to the position held by the employee immediately prior to the new appointment means the maximum salary in the level column in the appropriate regional education experience grid determined by the number of years of teacher education or scholary to his credit. If applicable, the rate of pay is increased by the percentage (%) prescribed in note 6 and/or the allowance provided for in Article 50.
- (c) Notwithstanding (a) above, no employee will receive a rate of pay lower than the rate of pay he was receiving when, by mutual agreement, he 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 education-experience grid:
 - (a) Level One - For placement at this level, an employee must have:
 - (i) Junior Matriculation plus two (2) years of teacher education,
 - or
 - (ii) Senior Matriculation plus one (1) year of teacher education,
 - or
 - (iii) Thirteen (13) years of scholary (Quebec).
 - (b) Level Two - For placement at this level, an employee must have:
 - (i) Junior Matriculation plus three (3) years of teacher education,

or

- (ii) Senior Matriculation plus two (2) years of teacher education,

or

- (iii) Fourteen (14) years of scholary (Quebec).

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

- (i) Junior Matriculation plus four (4) years of teacher education,

or

- (ii) Senior Matriculation plus three (3) years of teacher education,

or

- (iii) Fifteen (15) years of scholary (Quebec).

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

- (i) Junior Matriculation plus five (5) years of teacher education,

or

- (ii) Senior Matriculation plus four (4) years of teacher education,

or

- (iii) Sixteen (16) years of scholary (Quebec).

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

- (i) Junior Matriculation plus six (6) years of teacher education,

or

- (ii) Senior Matriculation plus five (5) years of teacher education,

or

- (iii) Seventeen (17) years of scholary (Quebec).

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

- (i) Junior Matriculation plus seven (7) years of teacher education,

or

- (ii) Senior Matriculation plus six (6) years of teacher education,

or

- (iii) Eighteen (18) years of scholary (Quebec).

- 9. **“Junior matriculation”** for the purposes of Appendix “A1 (I)” to “A1-1 (VII)” is defined as high school completion (Grade XI or Grade XII according to provincial standards).
- 10. **“Senior matriculation”** is defined as one year beyond high school completion, such additional year being Grade XII or Grade XIII according to provincial standards.
- 11. **“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 scholary.
- 12. **“Years of scholary”** refers to elementary, secondary and other schooling recognized by provincial authorities followed by successfully completed years of university study, or teacher training, which must include one year of study warranting a recognized teaching certificate.

13. For the purpose of placement of an employee at a level on the education-experience grid, the Employer will give full credit for the years of teacher education, years of scholary and teacher certificates recognized by provincial authorities of the province in which the school is located.

**

14. Notwithstanding Pay Note 8, the placement of a Technical and Vocational Teacher employed at Correctional Services Canada (CSC) on the 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.

15. It is the employee's responsibility to submit to the Employer within ninety (90) days following the date on which he enters the Public Service all documents that will establish his rate of pay. No retroactive changes shall be made to his rate of pay after the prescribed ninety (90)-day deadline.

**

16. **Credit for Previous Experience**

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

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

Previous Experience as a Teacher Aide

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

17. Changes in Rates of Pay After Appointment

- (a) After appointment, an employee on a school year will be granted annual increments on September 1 of each 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 first Monday following 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.

- 18. In applying the new rates of pay, an employee retains his step in the pay grid except as provided in Note 16 above.
- 19. An employee who does not meet the requirements of level one is placed at the step corresponding to his experience and is given the rate of pay of level one minus \$500.00.

20. Notwithstanding Pay Note 2, a part-time employee who works during the school year, as defined in clause 45.01, 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 45.01.

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

LANGUAGE TEACHING 2 - EMPLOYEES WILL RECEIVE THE RATE ON THE GRID DETERMINED BY THEIR EDUCATION AND EXPERIENCE PLUS THE SENIOR TEACHER'S ALLOWANCE.

TEACHING EXPERIENCE	LEVEL 1		LEVEL 2		LEVEL 3		LEVEL 4	
	1/7/99	1/7/99	1/7/99	1/7/99	1/7/99	1/7/99	1/7/99	1/7/99
1	30736	31351	34749	35444	36708	37442	39133	39916
2	32097	32739	36223	36947	38179	38943	40684	41498
3	33465	34134	37692	38446	39650	40443	42241	43086
4	34835	35532	39169	39952	41126	41949	43791	44667
5	36198	36922	40641	41454	42596	43448	45344	46251
6	37567	38318	42113	42955	44071	44952	46895	47833
7	38934	39713	43588	44460	45543	46454	48450	49419
8	40306	41112	45056	45957	47014	47954	50003	51003
9	41668	42501	46530	47461	48488	49458	51553	52584
10	43037	43898	48004	48964	49961	50960	53109	54171
11	44403	45291	49476	50466	51435	52464	54662	55755
12	45776	46692	50951	51970	52906	53964	56214	57338
13			52422	53470	54379	55467	57765	58920

SENIOR TEACHER'S ALLOWANCE (LANGUAGE TEACHING LAT-02) - \$4080 PER ANNUM

EFFECTIVE ON THE DATE OF SIGNATURE

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 notes (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 first Monday following 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 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.

4. **Education Levels**

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 5.

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 5.

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 5.

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 5.

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 5

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 rate in the range. For each year of experience after appointment, an employee will receive one additional increment provided that service has been satisfactory.
- (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 an academic year, in whole months, at an establishment recognized and accredited by a school board or provincial Department of Education, which total a full academic year, as defined in (i) above;
 - (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,

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 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, in any one of the following related fields: Anthropology, Social Communications, Education, History, Journalism, Linguistics (including courses in foreign languages and translation), Literature, Philosophy, Psychology, Political Science, Social Work, Sociology and Theology.
7. An employee appointed to a position in the Language-Teaching Sub-Group prior to November 22, 1988 will not have his or her Education Level lowered solely by the application of pay notes 4 and 6 to Annex "A2".

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

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

(in dollars)

A) Effective July 1, 1999**EDS 1**

From:	\$	45886	48280	50017	51747	53479
To:	A	46804	49246	51017	52782	54549

EDS 2

From:	\$	54978	56701	58414
To:	A	56078	57835	59582

EDS 3

From:	\$	58672	60525	62371
To:	A	59845	61736	63618

EDS 4

From:	\$	62914	64819	66722
To:	A	64172	66115	68056

EDS 5

From:	\$	67814	69899	71960
To:	A	69170	71297	73399

ED-EDS SUB-GROUP PAY NOTES

1. The pay increment date of an employee shall be the first Monday following the anniversary of his or her appointment.

ANNEX "A4"**LIBRARY SCIENCE GROUP (LS)****ANNUAL RATES OF PAY**

(in dollars)

A) Effective July 1, 1999**LS-1**

From:	\$	40955	42225	43494	44765	46031	47300
To:	A	41774	43070	44364	45660	46952	48246

From:	\$	48570	49838
To:	A	49541	50835

LS-2

From:	\$	45290	46783	48277	49769	51265
To:	A	46196	47719	49243	50764	52290

LS-3

From:	\$	52980	54683	56382	58083	59786
To:	A	54040	55777	57510	59245	60982

LS-4

From:	\$	54851	56829	58803	60783	62761	64738
To:	A	55948	57966	59979	61999	64016	66033

LS-5

From:	\$	66134	68298	70459	72621	74785	76948
To:	A	67457	69664	71868	74073	76281	78487

LS GROUP PAY NOTES

General

1. The pay increment period for a full time employee is twelve (12) months.
2. A part-time employee shall be eligible to receive a pay increment when the employee has worked a total of nineteen hundred and fifty (1950) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this clause.
3. 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" (I)**EDUCATIONAL SUPPORT GROUP (EU)****ANNUAL RATES OF PAY**

(in dollars)

A) Effective June 21, 1999**SUBGROUP: TEACHER'S AIDE
(10 MONTH PAY PLAN)****REGION: MARITIMES**

From: \$	23518	24502	25479	26460	27449
To: A	23988	24992	25989	26989	27998

From: \$	28430	29404
To: A	28999	29992

REGION: QUEBEC

From: \$	26212	27133	28049	28968	29882
To: A	26736	27676	28610	29547	30480

From: \$	30808	31725
To: A	31424	32360

REGION: ONTARIO

From: \$	24466	25454	26452	27446	28443
To: A	24955	25963	26981	27995	29012

From: \$	29433	30433
To: A	30022	31042

REGION: MANITOBA

From: \$	24658	25522	26388	27244	28103
To: A	25151	26032	26916	27789	28665

From: \$	28973	29833
To: A	29552	30430

REGION: SASKATCHEWAN

From: \$	24495	25482	26469	27454	28441
To: A	24985	25992	26998	28003	29010

From: \$	29426	30405
To: A	30015	31013

REGION: ALBERTA

From: \$	24803	25831	26860	27893	28927
To: A	25299	26348	27397	28451	29506

From: \$	29955	30987
To: A	30554	31607

REGION: BRITISH COLUMBIA

From: \$	24380	25419	26470	27524	28566
To: A	24868	25927	26999	28074	29137

From: \$	29616	30662
To: A	30208	31275

ANNEX "A5" (II)**EDUCATIONAL SUPPORT GROUP (EU)****ANNUAL RATES OF PAY**

(in dollars)

A) Effective June 21, 1999**SUBGROUP: LANGUAGE INSTRUCTOR****LAI-1**

From:	\$	40748	41649	42540	43427	44318
To:	A	41563	42482	43391	44296	45204

From:	\$	45214	46102
To:	A	46118	47024

SUBGROUP: PHYSICAL EDUCATION**PEI-1**

From:	\$	30385	31286	32177	33064	33955
To:	A	30993	31912	32821	33725	34634

From:	\$	34851	35739
To:	A	35548	36454

PEI-2

From:	\$	51647	52780	53923	55068
To:	A	52680	53836	55001	56169

From:	\$	56207	57343
To:	A	57331	58490

****EU GROUP PAY NOTES**

1. Pay increment date of an employee shall be the first Monday following the anniversary date of the employee's appointment.
2. Subject to satisfactory performance of duties, a part-time employee on a twelve (12) month work year shall be eligible to receive a pay increment when the part-time employee has worked a total of nineteen hundred and fifty (1950) hours at the hourly rate of pay during a period of employment provided that the maximum rate for the employee's level is not exceeded. The pay increment date shall be the first working day following completion of the hours specified in this clause.

APPENDIX “B”**WORK FORCE ADJUSTMENT****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 Work Force Adjustment Appendix and that article, the present Work Force Adjustment Appendix will take precedence.

Objectives

It is the policy of the Employer to maximise employment opportunities for indeterminate employees affected by work force 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 work force adjustment situation and for whom the deputy head knows or can predict employment availability will receive a guarantee of a reasonable job offer within the Public Service. Those employees for whom the deputy head cannot provide the guarantee will have access to transitional employment arrangements (as per Part 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 work force adjustment situation.

Alternation (*échange de postes*) – occurs when an opting employee (not a surplus employee) who wishes to remain in the Public Service exchanges positions with a non-affected employee (the alternate) willing to leave the Public Service 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 Public Service to any body or corporation that is a separate employer or that is outside the Public Service.

Appointing department (*ministère d'accueil*) – is a department or agency which has agreed to appoint or consider for appointment (either immediately or after retraining) a surplus or a laid-off person.

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 work force adjustment for whom the deputy head cannot guarantee a reasonable job offer. The Education Allowance is a cash payment, equivalent to the Transitional Support Measure (see Annex B), plus a reimbursement of tuition from a recognised learning institution, book and mandatory equipment costs, up to a maximum of \$7,000.00.

Guarantee of a reasonable job offer (*garantie d'une offre d'emploi raisonnable*) – is a guarantee of an offer of indeterminate employment within the Public Service provided by the deputy head to an indeterminate employee who is affected by work force 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 employment availability in the Public Service. Surplus employees in receipt of this guarantee will not have access to the Options available in Part VI of this appendix.

Home department (*ministère d'attache*) – is a department or agency declaring an individual employee surplus.

Laid off person (*personne mise en disponibilité*) – is a person who has been laid off pursuant to PSEA 29(1) and who still retains a reappointment priority under PSEA 29(3).

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 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 for appointment without competition or appeal to a position in the Public Service for which, in the opinion of the PSC, they are qualified. This priority is accorded for one year following the lay-off date, pursuant to subsection 29(3) of the *Public Service Employment Act*, or following the termination date, pursuant to paragraph 11(2.01) of the *Financial Administration Act*.

Opting employee (*employé-e optant*) – is an indeterminate employee whose services will no longer be required because of a work force adjustment situation and who has not received a guarantee of a reasonable job offer from the deputy head and who has 90 days to consider the Options of Part 6.3 of this appendix.

Pay (*rémunération*) – has the same meaning as “rate of pay” in this Agreement.

Priority administration system (*système d’administration des priorités*) – is a system designed by the PSC to facilitate appointments of individuals entitled to statutory and regulatory priorities.

Public Service (*fonction publique*) – means the several positions in or under any department, agency, or other portion of the Public Service of Canada specified in Schedule I, Part I of the *Public Service Staff Relations Act* (PSSRA), for which the PSC has the sole authority to appoint.

Reasonable job offer (*offre d’emploi raisonnable*) – is an offer of indeterminate employment within the Public Service, normally at an equivalent level but 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 in Type 1 and Type 2 of Part VII of this appendix.

Reinstatement priority (*priorité de réintégration*) – is an appointment priority accorded by the PSC, pursuant to the *Public Service Employment Regulations*, to certain individuals salary-protected under this appendix for the purpose of assisting such persons to re-attain an appointment level equivalent to that from which they were declared surplus.

Relocation (*réinstallation*) – is the authorised geographic move of a surplus employee or laid-off person from one place of duty to another place of duty, beyond what, according to local custom, is a normal commuting distance.

Relocation of work unit (*réinstallation d'une unité de travail*) – is the authorised move of a work unit of any size to a place of duty 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 Public Service.

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 by the PSC, pursuant to the *Public Service Employment Regulations*, to surplus employees to permit them to be appointed to other positions in the Public Service without competition or right of appeal.

Surplus status (*statut d'employé-e excédentaire*) – An indeterminate employee is in 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 in the Public Service, as per Annex B.

Twelve-month surplus priority period in which to secure a reasonable job offer (*Priorité d'employé-e excédentaire d'une durée de douze 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.

Work force 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 relocate or an alternative delivery initiative.

Authorities

The PSC has endorsed those portions of this appendix for which it has responsibility.

Monitoring

Departments 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 Work Force Adjustment are as follows:

Canada Labour Code, Part I.

Financial Administration Act, section 11.

Pay Rate Selection (*Treasury Board Manual*, Pay administration volume, Chapter 3).

Policy on termination of Employment in Alternative Delivery Situations (*Treasury Board Manual*, Human Resources Volume, Chapter 1-13)

Public Service Employment Act, section 29.

Public Service Employment Regulations, sections 34, 35, 36, 37, 39 and 42.

Public Service Staff Relations Act, sections 48.1 and 49.

Public Service Superannuation Act, section 40.1.

Relocation Directive (*Treasury Board Manual*, Employee Services Volume, Chapter 3-1).

Travel Directive (*Treasury Board Manual*, Employee Services Volume, Chapter 1-1).

Enquiries

Enquiries about this appendix should be referred to the Alliance, or the responsible officers in departmental headquarters.

Responsible officers in departmental headquarters may, in turn, direct questions regarding the application of this appendix to the Human Resources Management Group, Human Resources Branch, 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 human resource advisors or to the regional and district offices of the PSC responsible for their case. Responsible officers in departmental headquarters seeking interpretations and guidance may contact the Employment Equity and Priority Administration Division of the Recruitment Programs and Priority Administration Directorate, Resourcing and Learning Branch, Public Service Commission Canada.

Part I

Roles and responsibilities

1.1 Departments

1.1.1 Since indeterminate employees who are affected by work force adjustment situations are not themselves responsible for such situations, it is the responsibility of departments 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 shall carry out effective human resource planning to minimise the impact of work force adjustment situations on indeterminate employees, on the department, and on the Public Service.

1.1.3 Departments shall establish work force adjustment committees, where appropriate, to manage the work force adjustment situations within the department.

1.1.4 Departments shall, as the home department, cooperate with the PSC and appointing departments in joint efforts to redeploy or retrain for redeployment to appointing departments departmental surplus employees and laid-off persons.

1.1.5 Departments shall establish systems to facilitate redeployment or retraining of the department's 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 a guarantee of a reasonable job offer from the deputy head and that the employee will be in surplus status from that date on,

or

- (b) is an opting employee and has access to the Options of 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 work force adjustment for whom they know or can predict employment availability in the Public Service.

1.1.8 Where a deputy head cannot provide a guarantee of a reasonable job offer, the deputy head will provide 90 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-month surplus priority period in which to secure a reasonable job offer.

1.1.9 The deputy head shall make a determination to either provide a guarantee of a reasonable job offer or access to the Options set out in 6.3 of this appendix, upon request of any indeterminate affected employee who can demonstrate that his or her duties have already ceased to exist.

1.1.10 Departments shall send written notice to the PSC of the employee's surplus status, and shall send to the PSC such details, forms, resumes, and other material as the PSC may from time to time prescribe as necessary for it to discharge its function.

1.1.11 Departments shall advise and consult with the Alliance representatives as completely as possible regarding any work force 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 shall recommend in writing to the PSC whether the employee is suitable for appointment. Where an employee is not considered suitable for appointment, the department shall advise the employee and the Alliance of that recommendation. The department shall send to the employee a copy of the written communication to the Public Service Commission, indicating the reasons for the recommendation together with any enclosures. The department shall also advise the employee that he or she may make oral or written submissions about the matter to the Public Service Commission before the PSC makes its decision. Where the Public Service Commission does not accept the department's recommendation, the department shall provide the surplus period required under this appendix, beginning on the date the department is advised of the decision. The department shall so advise the employee.

1.1.13 The home department shall provide the PSC with a statement that it would be prepared to appoint the surplus employee to a suitable position in the department commensurate with his or her qualifications, if such a position were available.

1.1.14 Departments shall provide that employee with the official notification that he or she has become subject to a work force adjustment and shall remind them that Appendix "B" on Work Force Adjustment of this Agreement applies.

1.1.15 Deputy heads shall apply this appendix so as to keep actual involuntary lay-offs to a minimum, and lay-offs shall normally only occur where an individual has refused a reasonable job offer, or is not mobile, or cannot be retrained within two years, or is laid-off at his or her own request.

1.1.16 Departments are responsible to counsel and advise their affected employees on their opportunities of finding continuing employment in the Public Service.

1.1.17 Appointment of surplus employees to alternative positions, whether 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 shall avoid appointment to a lower level except where all other avenues have been exhausted.

1.1.18 Home departments 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.

1.1.19 Home departments shall relocate surplus employees and laid-off individuals, if necessary.

1.1.20 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, providing 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) no available local surplus employees or laid-off persons who are interested and who could qualify with retraining.

1.1.21 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. Such cost shall be consistent with the Travel and Relocation directives.

1.1.22 For the purposes of the 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.

1.1.23 For the purposes of the Travel directive, laid-off persons travelling to interviews for possible reappointment to Public Service are deemed to be "other persons travelling on government business".

1.1.24 For the priority period, home departments shall pay the salary costs, and other authorised 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; all authorised costs of termination; and salary protection upon lower-level appointment, unless the appointing department is willing to absorb these costs in whole or in part.

1.1.25 Where a surplus employee is appointed by another department to a term position, the home department is responsible for the costs above for one year from the date of such appointment, after which the appointing department becomes the new home department.

1.1.26 Departments shall protect the indeterminate status and surplus priority of a surplus indeterminate employee appointed to a term position under this appendix.

1.1.27 Departments shall inform the PSC in a timely fashion of the results of all referrals made to them under this appendix, whether such referrals are for immediate appointment, for retraining designed to qualify individuals for appointment, or for anticipated vacancies.

1.1.28 Departments shall review the use of private temporary agency personnel, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, departments shall not re-engage such temporary agency personnel nor renew the employment of such employees referred to above where such action would facilitate the appointment of surplus employees or laid-off persons.

1.1.29 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.

1.1.30 Departments may lay off an employee at a date earlier than originally scheduled when the surplus employee requests them to do so in writing.

1.1.31 Departments, acting as appointing departments, shall cooperate with the PSC and other departments in accepting, to the extent possible, affected, surplus and laid-off persons, from other departments for appointment or retraining.

1.1.32 Departments shall provide surplus employees with a lay-off notice at least one month before the proposed lay-off date, if appointment efforts have been unsuccessful.

1.1.33 When a surplus employee refuses a reasonable job offer, he or she shall be subject to lay-off one month after the refusal, however not before six months after the surplus declaration date.

1.1.34 Departments are to presume that each employee wishes to be redeployed unless the employee indicates the contrary in writing.

1.1.35 Departments shall inform and counsel affected and surplus employees as early and as completely as possible and shall, in addition, assign a counsellor to each opting and surplus employee and laid-off person to work with them throughout the process. Such counselling is to include explanations and assistance concerning:

- (a) the work force adjustment situation and its effect on that individual;
- (b) the work force adjustment appendix;
- (c) the PSC's Priority Administration System and how it works from the employee's perspective (referrals, interviews or "boards", feedback to the employee, follow-up by the PSC, how the employee can obtain job information and prepare for an interview, etc.);
- (d) preparation of a curriculum vitae or resume;
- (e) preparation for an interview with the PSC;
- (f) the employee's rights and obligations;
- (g) the employee's current situation (e.g. pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
- (h) alternatives that might be available to the employee (alternation, appointment, relocation, retraining, lower-level employment, term employment, retirement including 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);
- (i) the likelihood that the employee will be successfully appointed;

- (j) the meaning of a guarantee of reasonable job offer, a Twelve-month surplus priority period in which to secure a reasonable job offer, a Transition Support Measure, an Education Allowance;
 - (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) repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;
- and
- (n) advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity.

1.1.36 Home departments shall ensure that, when it is required to facilitate appointment, a retraining plan is prepared and agreed to in writing by themselves, the employee and the appointing department.

1.1.37 Severance pay and other benefits flowing from other clauses in this Agreement are separate from, and in addition to, those in this appendix.

1.1.38 Any surplus employee who resigns under this appendix shall be deemed, for the purposes of severance pay and retroactive remuneration, to be involuntarily laid off on the day as of which the deputy head accepts in writing the employee's resignation.

1.2 The 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,
- and
- (b) consider departmental requests for retraining resources.

1.3 The Public Service Commission

1.3.1 The PSC shall establish and modify staffing policies and procedures to ensure the most effective and efficient means of maximizing the redeployment of surplus employees and the appointment of laid-off persons to positions in the Public Service.

1.3.2 The PSC shall temporarily restrict or suspend any authority delegated to deputy heads to make appointments in specified occupational groups when such action is necessary.

1.3.3 The PSC shall actively market surplus employees and laid-off persons to all departments unless the individuals have advised the PSC in writing that they are not available for appointment.

1.3.4 The PSC shall advise the Treasury Board Secretariat when departments fail to comply in good faith with this appendix and/or to cooperate with the PSC in redeployment, retraining, or appointment activities.

1.3.5 The PSC shall determine, to the extent possible, the occupations in which there are skill shortages for which surplus employees or laid-off persons could be retrained, and advise departments accordingly.

1.3.6 The PSC shall provide surplus and laid-off individuals with counselling on their work force adjustment situation and its impact on them during their priority entitlement.

1.3.7 The PSC shall provide information directly to the Alliance on the numbers and status of their members who are in the Priority Administration System and, on a service-wide basis, through reports to the Alliance.

1.3.8 The Public Service Commission shall decide whether employees are suitable for appointment. Where a deputy head recommends that an employee is not suitable, the PSC shall, after considering such a recommendation, and representations of the employee or his or her representative, advise the deputy head, the employee, and his or her representative of its decision whether the employee is entitled to surplus and lay-off priority and the reasons for the decision. The PSC shall also inform the Alliance of its decision.

1.3.9 The PSC shall, wherever possible, ensure that reinstatement priority is given to all employees who are subject to salary protection.

1.3.10 While the responsibility for retraining lies with the home department, the PSC is responsible for making the appropriate referrals and may recommend retraining where it would facilitate appointment, and the appointing department is responsible for considering retraining the individual and for justifying a decision not to retrain.

1.3.11 The PSC shall inform, in a routine and timely manner, a surplus employee or laid-off person, his or her home department and a representative of the Alliance, when he or she has been referred to a department for consideration but will not be offered the position. The PSC shall include full details of why he or she will not be appointed to or retrained for that position.

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 work force adjustment situations and who receive a guarantee of a reasonable job offer, or who 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 co-operation with their departments and the PSC, unless they have advised the department and the PSC, in writing, that they are not available for appointment;
- (b) seeking information about their entitlements and obligations;
- (c) providing timely information to the home department and to the PSC to assist them in their appointment activities (including curriculum vitae or resumes);
- (d) ensuring that they can be easily contacted by the PSC and appointing departments, and attending appointments related to referrals;
- (e) seriously considering job opportunities presented to them (referrals within the home department, referrals from the PSC, and job offers made by departments), including retraining and relocation possibilities, specified period appointments and lower-level appointments.

1.4.3 Opting employees are responsible for:

- (a) considering the Options of Part VI of this appendix;

- (b) communicating their choice of Options, in writing, to their manager no later than 90 days after being declared opting.

Part II

Official notification

2.1 Department

2.1.1 In any work force adjustment situation which is likely to involve ten or more indeterminate employees covered by this appendix, the department concerned shall notify the Director, Human Resources Management Group, Human Resources Management Division, Human Resources Branch, Treasury Board Secretariat, in confidence, at the earliest possible date and under no circumstances less than 96 hours before the situation is announced. The department shall send a copy of the advice to the Director General, Recruitment Programs and Priority Administration Directorate, Resourcing and Learning Branch, Public Service Commission.

2.2 Treasury Board Secretariat

2.2.1 Upon notification by the department concerned in 2.1 above, and under no circumstances less than 48 hours before the situation is announced, the Director, Human Resources Management Group, Human Resources Branch, Treasury Board Secretariat shall inform, in writing and in confidence, the chief executive officer of the Alliance. This information is to include the identity and location of the work unit(s) involved; the expected date of the announcement; the anticipated timing of the situation; and the numbers of employees, by group and level, who will be affected.

Part III

Relocation of a work unit

3.1 General

3.1.1 In cases where a work unit is to be relocated, departments 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 work force adjustment situation.

3.1.2 Following written notification, employees must indicate, within a period of six months, their intention to move. If the employee's intention is not to move with the relocated position, the Deputy head can either provide the employee with a guarantee of a reasonable job offer or access to the Options set out in section 6.3 of this appendix.

3.1.3 Employees relocating with their work units shall be treated in accordance with the provisions of 1.1.19 to 1.1.23.

3.1.4 Although departments will endeavour to respect employee location preferences, nothing precludes the department from offering the relocated position to employees in receipt of a guarantee of a reasonable job offer from their deputy heads, 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 set out 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 shall make every reasonable effort to retrain such persons for:

- (a) existing vacancies,
- or
- (b) anticipated vacancies identified by management.

4.1.2 The PSC and departments shall be responsible for identifying situations where retraining can facilitate the appointment of surplus employees and laid-off persons, and shall cooperate in such efforts.

4.1.3 Subject to the provisions of 4.1.2, the deputy head of the home department shall approve up to two years of retraining, unless retraining costs cannot be absorbed, in which case the prior approval of the Treasury Board Secretariat is required following review of a retraining plan by the PSC.

4.2 Surplus employees

4.2.1 A surplus employee is eligible for retraining providing:

(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 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.

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 and is entitled to be paid in accordance with his or her current appointment, unless the appointing department is willing to appoint the employee indeterminately, conditional on 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, 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, provided that 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 section 4.1.1, such training to continue for one 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 providing:

- (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 a priority who qualify for the position;
- and
- (d) the appointing department 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 reviewed by the PSC 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 section 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 employment availability. A Deputy Head who cannot provide such a guarantee shall provide his or her reasons in writing, if requested by the employee. Employees in receipt of this guarantee would 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 90 days to consider the three Options below before a decision is required of them.

6.1.3 The opting employee must choose, in writing, one of the three Options of section 6.3 of this appendix within the 90-day window. The employee cannot change Options once having 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-month surplus priority period in which to secure a reasonable job offer at the end of the 90-day window.

6.1.5 If a reasonable job offer which does not require a relocation is made at any time during the 90-day opting period and prior to the written acceptance of the Transition Support Measure or the Education Allowance Option, the employee is ineligible for the TSM, the pay in lieu of unfulfilled surplus period or the Education Allowance.

6.2 Alternation

6.2.1 All departments must participate in the alternation process.

6.2.2 An alternation occurs when an opting employee who wishes to remain in the Public Service exchanges positions with a non-affected employee (the alternate) willing to leave the Public Service under the terms of Part VI of this appendix.

6.2.3 Only an opting employee, not a surplus one, may alternate into an indeterminate position that remains in the Public Service.

6.2.4 An indeterminate employee wishing to leave the Public Service may express an interest in alternating with an opting employee. Management will decide, however, whether a proposed alternation will result in retaining the skills required to meet the ongoing needs of the position and the Public Service.

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

6.2.6 The opting employee moving into the unaffected position must meet the requirements of the position, including language requirements. The alternate moving into the opting position must meet the requirements of the position, except if the alternate will not be performing the duties of the position and the alternate will be struck off strength within five days of the alternation.

6.2.7 An alternation should normally occur between employees at the same group and level. When the two positions are not the same group and 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 higher than the maximum rate of pay for the lower paid position.

6.2.8 An alternation must occur on a given date, i.e. two employees directly exchange positions on the same day. There is no provision in alternation for a “domino” effect or for “future considerations”.

6.3 Options

6.3.1 Only opting employees who are not in receipt of the guarantee of a reasonable job offer from the deputy head will have access to the choice of Options below:

- (a) Twelve-month surplus priority period in which to secure a reasonable job offer is time-limited. Should a reasonable job offer not be made within a period of twelve 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.

When a surplus employee who has chosen, or who is deemed to have chosen, Option (a) offers to resign before the end of the twelve-month surplus priority period, the deputy head may authorise 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 months. The amount of the lump sum payment for the pay in lieu cannot exceed the maximum of that which he or she would have received had they chosen Option (b), the Transition Support Measure.

Departments will make every reasonable effort to market a surplus employee and the Employer will ask the Public Service Commission to make every reasonable effort to market a surplus employee within the employee's surplus period within his or her preferred area of mobility.

or

- (b) Transition Support Measure (TSM) is a cash payment, based on the employee's years of service in the Public Service (see Annex B) made to an opting employee. Employees choosing this Option must resign but will be considered to be laid-off for purposes of severance pay.

or

- (c) Education allowance is a Transitional Support Measure (see Option (b) above) plus an amount of not more than \$7000 for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and mandatory equipment. Employees choosing Option (c) could either:
- (i) resign from the Public Service 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 years, while attending the learning institution. The TSM shall be paid in one or two lump-sum amounts over a maximum two-year period. During this period, employees could continue to be Public Service benefit plan members and contribute both Employer and employee share to the benefits plans and the Public Service Superannuation Plan. At the end of the two-year leave without pay period, unless the employee has found alternate employment in the Public Service, the employee will be laid off in accordance with the *Public Service Employment Act*.

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

6.3.3 The TSM, pay in lieu of unfulfilled surplus period and the Education Allowance cannot be combined with any other payment under the Work Force Adjustment Appendix.

6.3.4 In the cases of: pay in lieu of unfulfilled surplus period, Option (b) and Option (c)(i), the employee relinquishes any priority rights for reappointment upon acceptance of his or her resignation.

6.3.5 Employees choosing Option (c)(ii) who have not provided their department with a proof of registration from a learning institution 12 months after starting their leave without pay period will be deemed to have resigned from the Public Service, and be considered to be laid-off for purposes of severance pay.

6.3.6 Opting employees who choose Option (b) or (c) above will be entitled to up to \$385.00 for financial planning advice.

6.3.7 An opting employee who has received pay in lieu of unfulfilled surplus period, a TSM or an Education Allowance and is re-appointed to that portion of the Public Service of Canada specified from time to time in Schedule I, Part I of the *Public Service Staff Relations Act* shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the TSM or Education Allowance was paid.

6.3.8 The deputy head shall ensure that pay in lieu of unfulfilled surplus period is only authorised where the employee's work can be discontinued on the resignation date and no additional costs will be incurred in having the work done in any other way during that period.

6.3.9 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-month surplus priority period, the employee is ineligible for pay in lieu of unfulfilled surplus period.

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

6.4 Retention payment

6.4.1 There are three situations in which an employee may be eligible to receive a retention payment. These are total facility closures, relocation of work units and alternative delivery initiatives.

6.4.2 All employees accepting retention payments must agree to leave the Public Service without priority rights.

6.4.3 An individual who has received a retention payment and, as applicable, is either reappointed to that portion of the Public Service of Canada specified from time to time in Schedule I, Part I of the *Public Service Staff Relations Act*, or is hired by the new employer within the six months immediately following his or her resignation, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the lump sum was paid.

6.4.4 The provisions of 6.4.5 shall apply in total facility closures where Public Service jobs are to cease, and:

- (a) such jobs are in remote areas of the country,
or
- (b) retraining and relocation costs are prohibitive,
or
- (c) prospects of reasonable alternative local employment (whether within or outside the Public Service) are poor.

6.4.5 Subject to 6.4.4, the deputy head shall pay to each employee who is asked to remain until closure of the work unit and offers a resignation from the Public Service to take effect on that closure date, a sum equivalent to six months' pay payable upon the day on which the departmental operation ceases, provided the employee has not separated prematurely.

6.4.6 The provisions of 6.4.7 shall apply in relocation of work units where Public Service work units:

- (a) are being relocated,
and
- (b) when the deputy head of the home department 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) where the employee has opted not to relocate with the function.

6.4.7 Subject to 6.4.6, the deputy head shall pay to each employee who is asked to remain until the relocation of the work unit and offers a resignation from the Public Service to take effect on the relocation date, a sum equivalent to six months' pay payable upon the day on which the departmental operation relocates, provided the employee has not separated prematurely.

6.4.8 The provisions of 6.4.9 shall apply in alternative delivery initiatives:

- (a) where the Public Service work units are affected by alternative delivery initiatives;
- (b) when the deputy head of the home department decides that, compared to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of the transfer to the new employer;
and
- (c) where the employee has not received a job offer from the new employer or has received an offer and did not accept it.

6.4.9 Subject to 6.4.8, the deputy head shall pay to each employee who is asked to remain until the transfer date and who offers a resignation from the Public Service to take effect on the transfer date, a sum equivalent to six 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.

The parties recognise:

- the union's need to represent employees during the transition process;
- the Employer's need for greater flexibility in organising the Public Service.

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For Employees' Information Purposes Only

For information with respect to accrued benefits, refer to Section 11(10) of the *Financial Administration Act* (FAA).

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 Public Service to any body or corporation that is a separate employer or that is outside the Public Service;

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 section 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 11(2)(g.1) of the *Financial Administration Act* (FAA).

7.2 General

Departments will, as soon as possible after the decision is made to proceed with an ASD initiative, and if possible, not less than 180 days prior to the date of transfer, provide notice to the PSAC component(s) of its intention.

The notice to the PSAC component(s) will include:

- (a) the program being considered for ASD,
 - (b) the reason for the ASD
- and
- (c) the type of approach anticipated for the initiative (e.g. transfer to province, commercialisation).

A joint WFA-ASD committee will be created for ASD initiatives and will have equal representation from the department and the component(s). By mutual agreement the committee may include other participants. The joint WFA-ASD committee will define the rules of conduct of the committee.

In cases of ASD initiatives, the parties will establish a joint WFA-ASD committee to conduct meaningful consultation on the human resources issues related to the ASD initiative 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. Commercialisation

In cases of commercialisation where tendering will be part of the process, the members of the joint WFA-ASD committee shall make every reasonable effort to come to an agreement on the criteria related to human resources issues (e.g. terms and conditions of employment, pension and health care benefits, the take-up number of employees) to be used in the

request for proposal (RFP) 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/ASD committee shall make every reasonable effort to agree on common recommendations related to human resources issues (e.g. terms and conditions of employment, pension, and health care benefits) that should be available at the date of transfer.

3. **Transfer to existing employers**

In all other ASD initiatives 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 the cases of commercialisation and 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 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;
- (i.ii) the *Public Service Terms and Conditions of Employment Regulations*, the terms of the collective agreement referred to therein and/or the applicable compensation plan will continue to

apply to unrepresented and excluded employees until modified by the new employer;

- (ii) recognition of continuous employment in the Public Service, as defined in the *Public Service Terms and Conditions of Employment Regulations*, for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights;
- (iii) 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 section 7.7.3;
- (iv) transitional employment guarantee: a two-year minimum employment guarantee with the new employer;
- (v) coverage in each of the following core benefits: health benefits, long term disability insurance (LTDI) and dental plan;
- (vi) short-term disability bridging: recognition of the employee's earned but unused sick leave credits up to 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 85 percent 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 85 percent or greater of federal annual remuneration (= percent 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 section 7.7.3;
 - (iv) transitional employment guarantee: employment tenure equivalent to that of the permanent work force in receiving organizations or a two-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 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 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 shall provide written notice to all employees offered employment by the new employer, giving them the opportunity to choose whether they wish to accept the offer.

7.4.2 Following written notification, employees must indicate within a period of 60 days their intention to accept the employment offer, except in the case of Type 3 arrangements, where home departments may specify a period shorter than 60 days, but not less than 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 2 transitional employment arrangements will be given four 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 month notice period except where the employee was unaware of the offer or incapable of indicating an acceptance of the offer as provided for in subsection 11(2.02) of the *Financial Administration Act* (FAA).

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. For greater certainty, those who are declared surplus will be subject to the provisions of section 29 of the *Public Service Employment Act* (PSEA) and section 39 of the *Public Service Employment Regulations* (PSER).

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 for operational reasons provided that this does not create a break in continuous service between the Public Service and the new employer.

7.6 Application of other provisions of the appendix

7.6.1 For greater certainty, the provisions of Part II, Official Notification, and section 6.4, Retention Payment, will apply in the case of an employee who refuses an offer of employment in the case of a Type 1 or 2 transitional employment arrangement. A payment under section 6.4 may not be combined with a payment under the other section.

7.7 Lump-sum payments and salary top-up allowances

7.7.1 Employees who are subject to this appendix (see Application) and who accept the offer of employment from the new employer in the case of Type 2 transitional employment arrangements will receive a sum equivalent to three months pay, payable upon the day on which the departmental work or function is transferred to the new employer. The home department will also pay these employees an 18-month salary top-up allowance equivalent to the difference between the remuneration applicable to their Public Service 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 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 whose new hourly or annual salary falls below 80 percent of their former federal hourly or annual remuneration, departments will pay an additional six months of salary top-up allowance for a total of 24-months under this section and section 7.7.1. The salary top-up allowance equivalent to the difference between the remuneration applicable to their Public Service 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 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 a Type 1 or Type 2 transitional employment arrangement 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 are less than 6.5 percent of pensionable payroll (excluding the employer's costs related to the administration of the plan) will receive a sum equivalent to three months pay, payable on the day on which the departmental 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 months pay payable on the day on which the departmental work or function is transferred to the new employer. The home department will also pay these employees a 12-month salary top-up allowance equivalent to the difference between the remuneration applicable to their Public Service 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 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 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 subsection 7.7.1, 7.7.2, 7.7.3 or 7.7.4 and who is reappointed to that portion of the public service of Canada specified from time to time in Schedule I to the *Public Service Staff Relations 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 by an amount corresponding to the period from the effective date of re-appointment 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 subsection 7.6.1 and, as applicable, is either reappointed to that portion of the public service of Canada specified from time to time in Schedule I to the *Public Service Staff Relations Act* or hired by the new employer at any point covered by the lump-sum payment, shall reimburse the Receiver General for Canada by 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.

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 section 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 Public Service 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 6.5 percent of pensionable payroll, which in the case of defined-benefit pension plans will be as determined by the Assessment Methodology developed by Towers Perrin for the Treasury Board, dated October 7, 1997. This Assessment Methodology will apply for the duration of this agreement. Where there is no reasonable pension arrangement in place on the transfer date or no written undertaking by the new employer to put such reasonable pension arrangement in place effective on the transfer date, subject to the approval of Parliament and a written undertaking by the new employer to pay the Employer costs, *Public Service Superannuation Act* (PSSA) coverage could be provided during a transitional period of up to a year.
2. Benefits in respect of service accrued to the point of transfer are to be fully protected.
3. Her Majesty in right of Canada will seek portability arrangements between the Public Service Superannuation Plan and the pension plan of the new employer where a portability arrangement does not yet exist. Furthermore, Her Majesty in right of Canada will seek authority to permit employees the option of counting their service with the new employer for vesting and benefit thresholds under the PSSA.

Annex “B”

Years of Service in the Public Service	Transition Support Measure (TSM) (Payment in weeks' pay)
0	10
1	22
2	24
3	26
4	28
5	30
6	32
7	34
8	36
9	38
10	40
11	42
12	44
13	46
14	48
15	50
16	52
17	52
18	52
19	52
20	52
21	52
22	52
23	52
24	52
25	52
26	52
27	52
28	52
29	52
30	49
31	46
32	43
33	40
34	37
35	34
36	31

Years of Service in the Public Service	Transition Support Measure (TSM) (Payment in weeks' pay)
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.

APPENDIX "C"

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TREASURY BOARD OF CANADA
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
WITH RESPECT TO ANNEXES "A-1" AND "A1-1"
AND THEIR APPLICATION TO TECHNICAL AND
VOCATIONAL TEACHERS**

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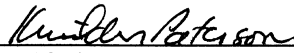
1. The Employer agrees that, where prior to December 29, 1998, Correctional Services Canada has taken the initiative of placing an ED-EST employee higher on the salary grid than the employee should have been placed according to his or her qualifications as defined in the collective agreement at the time of such placement, this Correctional Service Canada initiated placement will not be revisited.
2. Notwithstanding the preceding paragraph and other provisions of this agreement, where an employee has been placed on the grid at a higher level than his or her scholary warranted, the employee will not be able to avail himself or herself of the provisions governing the progression to a higher scholary level on the salary grid until the employee meets the scholary requirements of the level in which he or she is presently placed.

**

3. Where the Employer requests an evaluation of a teacher'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 employee. Where the evaluation is initiated by the employee, all costs will be borne by the employee.

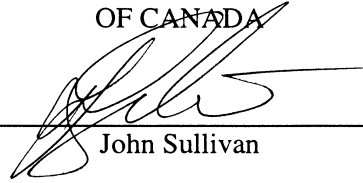
SIGNED AT OTTAWA this 28th day of the month of March 2000.

THE TREASURY BOARD OF
CANADA



Kathryn Wilder Paterson

THE PUBLIC SERVICE ALLIANCE
OF CANADA



John Sullivan

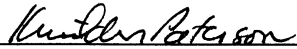
****APPENDIX "D"**

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TREASURY BOARD OF CANADA
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
WITH RESPECT TO A STUDENT-TEACHER
RATIO FOR INAC SCHOOLS**

An extension will be granted to the sub-committee established to deal with the issue of student-teacher ratio during the 1997 round of bargaining and a report will be submitted to Treasury Board and PSAC by June 30, 2000.

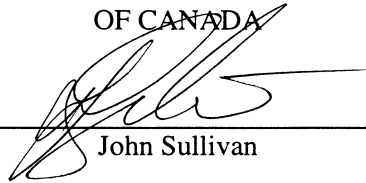
SIGNED AT OTTAWA this 28th day of the month of March 2000.

THE TREASURY BOARD OF
CANADA



Kathryn Wilder Paterson

THE PUBLIC SERVICE ALLIANCE
OF CANADA



John Sullivan

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 NATIONAL LIBRARY**

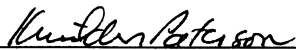
This is to confirm an understanding reached in negotiations on behalf of the National Libraries' employees in the Library Science Group.

In respect of the application of Article 44 "Hours of Work" sub-clauses 44.04(a), (b) and (c), the Employer will consult with the Alliance prior to the reintroduction of the extended hours of service in the National Library.

Implementation of any such change will not take place sooner than sixty (60) days after commencement of such consultation with the Alliance.

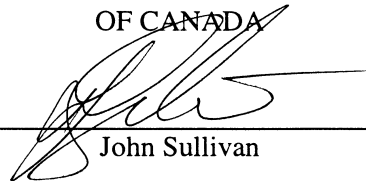
SIGNED AT OTTAWA this 28th day of the month of March 2000.

THE TREASURY BOARD OF
CANADA



Kathryn Wilder Paterson

THE PUBLIC SERVICE ALLIANCE
OF CANADA



John Sullivan

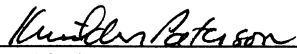
****APPENDIX "F"**

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TREASURY BOARD OF CANADA
AND
THE PUBLIC SERVICE ALLIANCE OF CANADA
SIGNING BONUS**

A one-time lump sum payment of \$800 shall be paid to all full-time employees in the bargaining unit as of the date of signing of this Agreement. This amount will be pro-rated for part-time employees in accordance with their hours of work at date of signing.

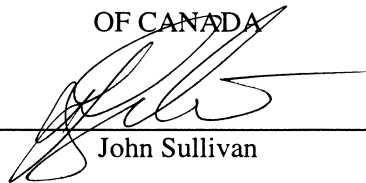
SIGNED AT OTTAWA this 28th day of the month of March 2000.

THE TREASURY BOARD OF
CANADA



Kathryn Wilder Paterson

THE PUBLIC SERVICE ALLIANCE
OF CANADA



John Sullivan