



Education and Library Science (EB)

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

Group: Education and Library Science (All Employees)

Expiry date: 2025-06-30

This agreement covers the following group(s):

Code	Group
209	Education (ED)
2 ¹ 5	Library Science (LS)
414	Educational Support (EU)

Treasury Board Secretariat
Employee Relations and Total Compensation
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Article 1: purpose and scope of agreement

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

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

****Article 2: interpretation and definitions**

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

“Alliance” (Alliance)

means the Public Service Alliance of Canada;

“allowance” (indemnité)

means compensation payable for the performance of special or additional duties;

“bargaining unit” (unité de négociation)

means the employees of the Employer in the Group described in Article 7;

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“common-law partner” (conjoint de fait)

means a person cohabiting in a conjugal relationship with an employee for a continuous period of at least one (1) year;

“compensatory leave” (congé compensateur)

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

“continuous employment” (emploi continu)

has the same meaning as specified in the existing Directive on Terms and Conditions of Employment;

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

means:

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

“day of rest” (jour de repos)

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

“double time” (tarif double)

means two (2) times the employee’s hourly rate of pay;

“employee” (employé-e)

means a person so defined in the Federal Public Sector Labour Relations Act, and who is a member of the bargaining unit specified in Article 7;

“Employer” (Employeur)

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

“family” (famille)

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

“headquarters area” (zone d’affectation)

has the same meaning as given to the expression in the Travel Directive;

“holiday” (jour férié)

means:

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

“hourly rate of pay” (taux de rémunération horaire)

means the daily rate of pay divided by seven and one half (7 1/2);

“layoff” (mise en disponibilité)

means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function;

“leave” (congé)

means authorized absence from duty by an employee during his or her regular or normal hours of work;

“membership dues” (cotisations syndicales)

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

“overtime” (heures supplémentaires)

means:

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

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

“physical education instructors” (moniteurs d’éducation physique)

are employees who teach or instruct physical education and whose duties are not eligible for inclusion in any other group;

“spouse” (époux)

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

“straight-time rate” (tarif normal)

means the employee’s hourly rate of pay;

“teacher” (professeur)

includes classroom teachers, senior teachers, department heads, assistant principals, principals and, in the Correctional Service of Canada, supervisors of education;

“teachers’ aides” (aides-enseignants)

are employees who instruct in classrooms or act as kindergarten assistants, classroom assistants and counsellor technicians;

“time and one half” (tarif et demi)

means one and one half (1 1/2) times the employee’s hourly rate of pay;

“weekly rate of pay” (taux de rémunération hebdomadaire)

means an employee’s annual rate of pay divided by 52.176;

“weekly rate of pay” (taux de rémunération hebdomadaire)

for the employees in the Education (ED) and Educational Support (EU) groups, means:

- a. in the case of an employee working a school year, as defined in clause 45.01, the employee’s daily rate of pay multiplied by five (5);
- and

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

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

- a. if defined in the *Federal Public Sector Labour Relations Act*, have the same meaning as given to them in the *Public Service Labour Relations Act*,
and
- b. if defined in the *Interpretation Act*, but not defined in the *Federal Public Sector Labour Relations Act*, have the same meaning as given to them in the *Interpretation Act*.

Article 3: application

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

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

Article 4: state security

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

Article 5: precedence of legislation and the collective agreement

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

Article 6: managerial responsibilities

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

Article 7: recognition

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

Article 8: employee representatives

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

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

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

8.04

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

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

****Article 9: use of Employer facilities**

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

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

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9.03 A duly accredited representative of the Alliance may be permitted access to the Employer's premises, which includes vessels, to assist in the resolution of a complaint or grievance and to attend meetings called by management. A representative appointed by the Alliance may be permitted access to employer premises on stated Alliance business. It is agreed that these visits

will not disrupt the Employer's operations. Permission to enter the premises shall, in each case, be obtained from the Employer. Such permission shall not be unreasonably withheld. In the case of access to vessels, the Alliance representative upon boarding any vessel must report to the Master, state his or her business and request permission to conduct such business. It is agreed that these visits will not interfere with the sailing and normal operation of the vessels.

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

Article 10: check-off

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

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

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

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

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

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

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

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

****Article 11: information**

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

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11.02 Employees of the bargaining unit will be given electronic access to the collective agreement. Where access to the agreement is deemed unavailable or impractical by an employee, the employee will be supplied with a printed copy of the agreement upon request once during the life of the current collective agreement.

Article 12: labour disputes

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

Article 13: restriction on outside employment

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

****Article 14: leave with or without pay for Alliance business**

Complaints made to the Federal Public Sector Labour Relations and Employment Board pursuant to Section 190(1) of the *Federal Public Sector Labour Relations Act (FPSLRA)*

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

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

Applications for certification, representations and interventions with respect to applications for certification

14.02 The Employer will grant leave without pay:

- a. to an employee who represents the Alliance in an application for certification or in an intervention,
and
- b. to an employee who makes personal representations with respect to a certification.

14.03 The Employer will grant leave with pay:

- a. to an employee called as a witness by the Federal Public Sector Labour Relations and Employment Board,
and
- b. when operational requirements permit, to an employee called as a witness by an employee or the Alliance.

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

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

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

Adjudication

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

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

Meetings during the grievance process

14.07 Where an employee representative wishes to discuss a grievance with an employee who has asked or is obliged to be represented by the Alliance in relation to the presentation of his or her grievance, the Employer will, where operational requirements permit, give him or her reasonable leave with pay for this purpose when the discussion takes place in his or her

headquarters area and reasonable leave without pay when it takes place outside his or her headquarters area.

14.08 Subject to operational requirements,

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

Contract negotiation meetings

14.09 The Employer will grant leave without pay to an employee for the purpose of attending contract negotiation meetings on behalf of the Alliance.

Preparatory contract negotiation meetings

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

Meetings between the Alliance and management not otherwise specified in this article

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

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Board of Directors meetings, Executive Board meetings, conventions, conferences and committee meetings

14.12 When operational requirements permit, the Employer shall grant leave without pay to a reasonable number of employees to attend:

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- a. meetings of the Board of Directors of the Alliance,
- b. meetings of the National Executive of the Components,
- c. Executive Board meetings of the Alliance,
- d. conventions and conferences of the Alliance, the components, the Canadian Labour Congress, and the territorial and provincial federations of labour, and

- e. Alliance recognized committee meetings 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.

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

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

Article 15: illegal strikes

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

****Article 16: no discrimination**

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

16.02

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

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

**

16.04 The Employer shall provide the complainant(s) and/or respondent(s) with an official copy of the investigation report, subject to the *Access to Information and Privacy Act*.

****Article 17: sexual harassment**

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

17.02

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

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

**

17.04 The Employer shall provide the complainant(s) and/or respondent(s) with an official copy of the investigation report, subject to the *Access to Information and Privacy Act*.

****Article 18: leave, general**

18.01

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

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

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

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

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

18.06 In the event of termination of employment for reasons other than death or layoff, 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.

**

18.07 An employee shall not earn or be granted leave credits under this collective agreement in any month nor in any fiscal year for which leave has already been credited or granted to him or her under the terms of any other collective agreement or under other rules or regulations applicable to organizations within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act*.

****Article 19: sick leave with pay**

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

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

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

- a. he or she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer
and
- b. he or she has the necessary sick leave credits

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

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19.04 Medical certificates

When a medical certificate is requested by the Employer, the employee will be reimbursed for the cost of the certificate, to a maximum of thirty-five dollars (\$35.00), upon provision of acceptable proof, for periods of absence of three (3) consecutive days or less.

19.05 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 19.03, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to one hundred and eighty-seven decimal five (187.5) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

19.06 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.

19.07 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.

19.08

- a. Sick leave credits earned but unused by an employee during a previous period of employment in the public service shall be restored to an employee whose employment was terminated by reason of layoff and who is reappointed in the public service within two (2) years from the date of layoff.
- b. Sick leave credits earned but unused by an employee during a previous period of employment in the public service shall be restored to an employee whose employment was terminated due to the end of a specified period of employment, and who is reappointed in the core public administration within one (1) year from the end of the specified period of employment.

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

****Article 20: vacation leave with pay****20.01**

- a. The vacation year, for an employee on a twelve (12) month work year, shall be from April 1 to March 31 of the following calendar year, inclusively.

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

Accumulation of vacation leave credits

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

- a. nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's eighth (8th) year of service occurs if the employee is in the ED or EU Groups;
or
- b. nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's seventh (7th) year of service occurs if the employee is in the LS Group;
- c. twelve decimal five (12.5) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs if the employee is in the ED or EU Groups;
or
- d. twelve decimal five (12.5) hours commencing with the month in which the employee's seventh (7th) anniversary of service occurs if the employee is in the LS Group;
- e. thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
- f. fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- g. fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- h. sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;
- i. eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.

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20.03

- a. For the purpose of clauses 20.02 and 20.17 only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave.
- b. For the purpose of clause 20.03(a) only, effective April 1, 2012, on a go-forward basis, any former service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits.

- c. Notwithstanding (a) above, an employee who was a member of the bargaining unit on the date of signing of the collective agreement May 17 or 18 or 19, 1989, or an employee who became a member of the bargaining unit between the date of signing of the collective agreement, May 17 or 18, or 19, 1989, and May 31, 1990, shall retain, for the purposes of “service” and of establishing his or her vacation entitlement pursuant to this article, those periods of former service which had previously qualified to count as continuous employment, until such time as his or her employment in the public service is terminated.

Entitlement to vacation leave with pay

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

Scheduling of vacation leave with pay

Clause ED-20.05 applies only to the ED Group:

ED 20.05 Granting of vacation leave with pay

In scheduling vacation leave with pay, the Employer shall, subject to the operational requirements of the service, make every reasonable effort:

- a. to grant the employee his or her vacation leave during the fiscal year in which it is earned and in a manner acceptable to the employee, if so requested by the employee prior to March 31, for periods of leave which extend between May 1 and October 31 and if so requested by the employee prior to October 1, for periods of leave which extend between November 1 and April 30;
- b. to grant an employee vacation leave when specified by the employee if:
 - i. the period of vacation leave requested is less than a week
and
 - ii. the employee gives the Employer at least two (2) days’ advance notice for each day of vacation leave requested.
- c. The Employer may for good and sufficient reason grant vacation leave on shorter notice than that provided for in (b).
- d. The Employer shall respond to vacation leave requests provided under 20.05 a) by April 20 (for the period between May 1 and October 31) and by October 20 (for the period between November 1 and April 30).

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

LS/EU 20.05

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

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

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

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

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

20.08

- a. The leave entitlement for the current vacation year shall be used first.
- b. Where in any vacation year an employee has not been granted all of the annual leave credited to him or her, the unused portion of annual leave shall be carried over into the following year, except that the unused portion of annual leave in excess of two hundred and sixty-two decimal five (262.5) hours shall be automatically converted into a payment, by multiplying the number of days to which the excess leave credits correspond by the daily rate of pay applicable to the classification prescribed in the employee's certificate of employment of his or her substantive position in effect on the last day of the preceding fiscal year.
- c. Notwithstanding paragraph (b), during any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred and twelve decimal five (112.5) hours may be paid at the employee's daily rate of pay as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position on March 31 of the previous vacation year.

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

Recall from vacation leave with pay

20.09

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

after submitting such accounts as are normally required by the Employer.

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

Leave when employment terminates

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

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

Advance payments

20.12

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

Cancellation or alteration of vacation leave

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

Appointment to a separate employer

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

Appointment from a separate employer

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

Summer leave for the ED-LAT Sub-Group of ED (twelve (12) month work year)

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

Exclusion

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

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20.17

- a. Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 20.03. For clarity, employees shall be credited the leave described in paragraph 20.17(a) only once in their total period of employment in the public service.
- b. The vacation leave credits provided in clause 20.17(a) above shall be excluded from the application of paragraph 20.08 dealing with the carry-over and/or liquidation of vacation leave.

****Article 21: designated paid holidays**

Exclusion

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

21.01 Subject to clause 21.02, the following days shall be designated paid holidays for employees:

- a. New Year's Day,
- b. Good Friday,
- c. Easter Monday,
- d. the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday,
- e. Canada Day,

- f. Labour Day,
- **
- g. National Day for Truth and Reconciliation
- h. the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- i. Remembrance Day,
- j. Christmas Day,
- k. Boxing Day,
- l. 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,
- m. one additional day when proclaimed by an Act of Parliament as a national holiday.

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

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

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

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

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

21.05 When an employee works on a holiday, he or she shall be paid:

- a. time and one half (1 1/2) for all hours worked up to seven decimal five (7.5) hours and double (2) time thereafter, in addition to the pay that the employee would have been granted had he or she not worked on the holiday;
or

- b. upon request, and with the approval of the Employer, the employee may be granted:
 - i. a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday;
and
 - ii. pay at one and one half (1 1/2) times the straight-time rate of pay for all hours worked up to seven decimal five (7.5) hours;
and
 - iii. pay at two (2) times the straight-time rate of pay for all hours worked by him or her on the holiday in excess of seven decimal five (7.5) hours;

- c.
 - i. Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.
 - ii. When in a fiscal year an employee has not been granted all of his or her lieu days as requested by him or her, at the employee's option, such lieu days shall be paid off at his or her straight-time rate of pay or carried over for one (1) year. In all other cases, unused lieu days shall be paid off at the employee's straight-time rate of pay.
 - iii. The straight-time rate of pay referred to in subparagraph 21.05(c)(ii) shall be the rate in effect when the lieu day was earned.

21.06 When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of:

- a. compensation in accordance with the provisions of clause 21.05;
or
- b. three (3) hours' pay at the applicable overtime rate of pay.

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

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

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

****Article 22: other leave with or without pay**

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In any fiscal year, an employee is entitled to no more than fifteen (15) hours of combined personal and volunteer leave.

Effective on April 1 of the year following the signing of the collective agreement, clause 22.01 (Volunteer leave) is deleted from the collective agreement. For greater certainty, both the former clause 22.01 and this transitional language will be removed upon signature of the subsequent collective agreement.

22.01 Volunteer leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours or two (2) periods of up to three decimal seven five (3.75) hours each of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.

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

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22.02 Bereavement leave with pay

- a. For the purpose of this clause, “family” is defined per Article 2 and in addition:
 - i. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. With respect to this person, an employee shall be entitled to bereavement leave with pay once in the federal public administration.
- b. When a member of the employee’s family dies, an employee shall be entitled to bereavement leave with pay. Such bereavement leave, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period, the employee shall be paid for those days which are not regular-scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days’ leave with pay for the purpose of travel related to the death.
- c. At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.
- d. When requested to be taken in two (2) periods,
 - i. The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and
 - ii. The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.

- iii. The employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.

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- e. An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her aunt or uncle, brother-in-law or sister-in-law and grandparents of spouse.
- f. If, during a period paid leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under paragraphs (b) and (e), the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- g. It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a different manner than that provided for in paragraphs (b) and (e).

22.03 Maternity leave without pay

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

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

- c. The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- d. The Employer may require an employee to submit a medical certificate certifying pregnancy.
- e. An employee who has not commenced maternity leave without pay may elect to:
 - i. use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;

- ii. use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 19: sick leave with pay. For purposes of this subparagraph, the terms “illness” or “injury” used in Article 19: sick leave with pay, shall include medical disability related to pregnancy.
- f. An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks before the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- g. Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

22.04 Maternity allowance

- a. An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:
 - i. has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
 - ii. provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer, and
 - iii. has signed an agreement with the Employer stating that:
 - A. she will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act* on the expiry date of her maternity leave without pay unless the return-to-work date is modified by the approval of another form of leave;
 - B. following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;
 - C. should she fail to return to work as described in section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, layoff, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for an amount determined as follows:

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

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

- b. For the purpose of sections (a)(iii)(B) and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- c. Maternity allowance payments made in accordance with the Supplemental Unemployment Benefit Plan will consist of the following:
 - i. where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,
 - ii. for each week that the employee receives a maternity benefit under the Employment Insurance or Québec Parental Insurance Plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period, and
 - iii. where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week at ninety-three per cent (93%) of her weekly rate of pay, less any other monies earned during this period.
- d. At the employee's request, the payment referred to in subparagraph 22.04(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance maternity or Québec Parental Insurance Plan benefits.
- e. The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Quebec.
- f. The weekly rate of pay referred to in paragraph (c) shall be:

- i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;
 - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- g. The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
 - h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
 - i. Where an employee becomes eligible for a pay increment or pay revision that would increase the maternity allowance while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
 - j. Maternity allowance payments made under the Supplemental Unemployment Benefit Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

22.05 Special maternity allowance for totally disabled employees

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

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

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

22.06 Parental leave without pay

- a. Where an employee has or will have the actual care and custody of a newborn child (including the newborn child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for either:
 - i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option)
 - or
 - ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),

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

- b. Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for either:
 - i. a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option)
 - or
 - ii. a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),

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

- c. Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in paragraphs (a) and (b) above may be taken in two (2) periods.
- d. Notwithstanding paragraphs (a) and (b):
 - i. where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
 - or
 - ii. where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period while his or her child is hospitalized,

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

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

22.07 Parental allowance

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

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

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

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

Parental allowance administration

- a. An employee who has been granted parental leave without pay shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i) or (l) to (r), providing he or she:
 - i. has completed six (6) months of continuous employment before the commencement of parental leave without pay;

- ii. provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance Plan or the Québec Parental Insurance Plan in respect of insurable employment with the Employer;
and
- iii. has signed an agreement with the Employer stating that:
 - A. the employee will return to work within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the *Financial Administration Act* on the expiry date of his or her parental leave without pay, unless the return-to-work date is modified by the approval of another form of leave;
 - B. following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the standard parental allowance, in addition to the period of time referred to in section 22.04(a)(iii)(B), if applicable. Where the employee has elected the extended parental allowance, following his or her return to work, as described in section (A), the employee will work for a period equal to sixty per cent (60%) of the period the employee was in receipt of the extended parental allowance in addition to the period of time referred to in section 22.04(a)(iii)(B), if applicable;
 - C. should he or she fail to return to work as described in section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, layoff, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for an amount determined as follows:

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

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

- b. For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in sappendix section (a)(iii)(C).

Option 1 – standard parental allowance

- c. Parental allowance payments made in accordance with the SUB Plan will consist of the following:
- i. where an employee on parental leave without pay as described in subparagraphs 22.06(a)(i) and (b)(i) has elected to receive Standard Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for the waiting period, less any other monies earned during this period;
 - ii. for each week in respect of which the employee receives parental, adoption or paternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between the ninety-three per cent (93%) of his or her weekly rate and the parental, adoption or paternity benefit (and the recruitment and retention “terminable allowance” if applicable), less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;
 - iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks' paternity under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable), less any other monies earned during this period;
 - iv. where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period;

- v. where an employee has received the full thirty-five (35) weeks of parental benefit under Employment Insurance Plan and thereafter remains on parental leave without pay, he/she is eligible to receive a further parental allowance for a period of one (1) week, at ninety-three per cent (93%) of his/her weekly rate of pay, (and the recruitment and retention “terminable allowance” if applicable) less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 22.04(c)(iii) for the same child;
 - vi. Where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraphs 22.04(c)(iii) and 22.07(c)(v) for the same child.
- d. At the employee’s request, the payment referred to in subparagraph 22.07(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance Plan.
 - e. The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act* or the *Act Respecting Parental Insurance* in Quebec.
 - f. The weekly rate of pay referred to in paragraph (c) shall be:
 - i. for a full-time employee, the employee’s weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee’s straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
 - g. The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
 - h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
 - i. Where an employee becomes eligible for a pay increment or pay revision that would increase the parental allowance, the allowance shall be adjusted accordingly.

- j. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- k. The maximum combined, shared, maternity and standard parental allowances payable shall not exceed fifty-seven (57) weeks for each combined maternity and parental leave without pay.

Option 2 – extended parental allowance

- 1. Parental allowance payments made in accordance with the SUB Plan will consist of the following:
 - i. where an employee on parental leave without pay as described in subparagraphs 22.06(a)(ii) and (b)(ii), has elected to receive extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for the waiting period, less any other monies earned during this period;
 - ii. for each week the employee receives parental benefits under the Employment Insurance, he or she is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of his or her weekly rate (and the recruitment and retention “terminable allowance” if applicable) and the parental benefits, less any other monies earned during this period which may result in a decrease in his or her parental benefits to which he or she would have been eligible if no extra monies had been earned during this period;
 - iii. where an employee has received the full sixty-one (61) weeks of parental benefits under the Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 22.04(c)(iii) for the same child.
 - iv. where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay (and the recruitment and retention “terminable allowance” if applicable) for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in subparagraph 22.04(c)(iii) for the same child;

- m. At the employee's request, the payment referred to in subparagraph 22.07(l)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.
- n. The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
- o. The weekly rate of pay referred to in paragraph (l) shall be:
 - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of parental leave without pay;
 - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.
- p. The weekly rate of pay referred to in paragraph (l) shall be the rate (and the recruitment and retention "terminable allowance" if applicable) to which the employee is entitled for the substantive level to which he or she is appointed.
- q. Notwithstanding paragraph (p), and subject to subparagraph (o)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate (and the recruitment and retention "terminable allowance" if applicable), the employee was being paid on that day.
- r. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
- s. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- t. The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.

22.08 Special parental allowance for totally disabled employees

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

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

22.09 Leave without pay for the care of family

- a. For the purpose of this clause, "family" is defined per Article 2 and in addition:
 - i. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.
- b. Both parties recognize the importance of access to leave for the purpose of the care of family.
- c. An employee shall be granted leave without pay for the care of family in accordance with the following conditions:
 - i. an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of urgent or unforeseeable circumstances, such notice cannot be given;
 - ii. leave granted under this article shall be for a minimum period of three (3) weeks;
 - iii. the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the public service;
 - iv. leave granted for periods of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.
 - v. An employee who has proceeded on leave without pay may change his or her return-to-work date if such change does not result in additional costs to the Employer.
 - vi. All leave granted under leave without pay for the long-term care of a parent or leave without pay for the care and nurturing of pre-school age children provisions of previous Education and Library Science collective agreements or other agreements will not count towards the calculation of the maximum amount of time allowed for care of family during an employee's total period of employment in the public service.

22.10 Caregiving leave

- a. An employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) benefits for compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults shall be granted leave without pay while in receipt of or awaiting these benefits.
- b. The leave without pay described in paragraph 22.10(a) shall not exceed twenty-six (26) weeks for compassionate care benefits, thirty-five (35) weeks for family caregiver benefits for children and fifteen (15) weeks for family caregiver benefits for adults, in addition to any applicable waiting period.
- c. When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults has been accepted.
- d. When an employee is notified that their request for Employment Insurance (EI) compassionate care benefits, family caregiver benefits for children and/or family caregiver benefits for adults has been denied, paragraph (a) above ceases to apply.
- e. Leave granted under this clause shall count for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

22.11 Leave without pay for personal needs

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

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

22.12 Leave without pay for relocation of spouse

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

**

22.13 Leave with pay for family-related responsibilities

- a. For the purpose of this clause, family is defined as:
 - i. spouse (or common-law partner resident with the employee);
 - ii. children (including foster children, stepchildren and children of spouse or common-law partner and ward of the employee), grandchild;
 - iii. parents (including stepparents or foster parents) father-in-law, mother-in-law
 - iv. brother, sister, stepbrother, stepsister;
 - v. grandparents of the employee;
 - vi. any relative permanently residing in the employee’s household or with whom the employee permanently resides;
 - vii. any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee;
or
 - viii. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.
- b. The total leave with pay which may be granted under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.
- c. Subject to paragraph (b), the Employer shall grant leave with pay under the following circumstances:
 - i. to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
 - ii. to provide for the immediate and temporary care of a sick member of the employee’s family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
 - iii. to provide for the immediate and temporary care of an elderly member of the employee’s family;
 - iv. for needs directly related to the birth or to the adoption of the employee’s child;

- v. to attend school functions, if the supervisor was notified of the function as far in advance as possible;
 - vi. to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
 - **
 - vii. to visit a family member who, due to an incurable terminal illness, is nearing the end of their life;
 - **
 - viii. fifteen (15) hours out of the thirty-seven decimal five (37.5) hours stipulated in paragraph 22.13(b) above may be used to attend an appointment with a legal or paralegal representative for non-employment-related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.
- d. Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under subparagraph (c)(ii) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

22.14 Court leave

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

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

22.15 Injury-on-duty leave

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

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

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

22.16 Personnel selection leave

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

**

22.17 Leave with or without pay for other reasons

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

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In any fiscal year, an employee is entitled to no more than fifteen (15) hours of combined personal and volunteer leave.

b. Personal leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours or two (2) periods of up to three decimal seven five (3.75) hours each of leave with pay for reasons of a personal nature.

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

**

Effective on April 1 of the year following the signing of the collective agreement, paragraph 22.17 (b) is deleted from the collective agreement. Effective on April 1 of the year following the signing of the collective agreement, the wording in clause 22.01 is replaced with the following:

22.01: Personal leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, fifteen (15) hours of leave with pay for reasons of a personal nature. This leave can be taken in periods of seven decimal five (7.5) hours or three decimal seven five (3.75) hours each.

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

22.18 Domestic violence leave

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

- a. The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.
- b. Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence shall be granted domestic violence leave in order to enable the employee, in respect of such violence:
 - i. to seek care and/or support for themselves or their child in respect of a physical or psychological injury or disability;
 - ii. to obtain services from an organization which provides services for individuals who are subject to domestic violence;

- iii. to obtain professional counselling;
 - iv. to relocate temporarily or permanently; or
 - v. to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.
- c. The total domestic violence leave with pay which may be granted under this clause shall not exceed seventy-five (75) hours in a fiscal year.
 - d. Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this clause shall, when delivered to the Employer, be considered as meeting the requirements of this article.
 - e. Notwithstanding paragraphs 22.18(b) and 22.18(c), an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

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22.19 Leave for Traditional Indigenous Practices

- a. Subject to operational requirements as determined by the Employer, fifteen (15) hours of leave with pay and twenty-two decimal five (22.5) hours of leave without pay per fiscal year shall be granted to an employee who self-declares as an Indigenous person and who requests leave to engage in traditional Indigenous practices, including land-based activities such as hunting, fishing, and harvesting.

For the purposes of this article, an Indigenous person means First Nations, Inuit or Métis.

- b. Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this article shall, when delivered to the Employer, be considered as meeting the requirements of this article.
- c. An employee who intends to request leave under this article must give notice to the Employer as far in advance as possible before the requested period of leave.
- d. Leave under this article may be taken in one or more periods. Each period of leave shall not be less than seven decimal five (7.5) hours.

****Article 23: education leave without pay and career development**

Clause 23.01 to 23.12 inclusively apply only to the employees in the Education (ED) Group and Educational Support (EU) Group

Education leave

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

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

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

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

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

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

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

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

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

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

If the employee:

- a. fails to complete the approved program of studies;

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

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

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

Professional development

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

**

23.10

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

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

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- f. The Employer endeavours to respond in writing in a timely fashion to requests for professional development. In the case of denial, the Employer shall give the written reason, upon request from the employee.

23.11 Examination leave

Leave of absence with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work. Such leave of absence will be granted only when the course of study is directly related to the employee's duties or will improve his or her professional qualifications.

23.12 Attendance at courses at the request of the Employer

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

Clauses 23.13 to 23.16 inclusively apply only to the employees of the Library Science (LS) Group

23.13 Education leave

- a. An employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable the employee to fill his or her present role more adequately, or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.
- b. An employee on education leave, under this clause, shall receive allowances in lieu of salary equivalent to not less than fifty per cent (50%) and up to one hundred per cent (100%) of his or her basic salary, provided that, when the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
- c. Any allowance already being received by the employee and not part of his or her basic salary shall not be used in the calculation of the education leave allowance.
- d. Allowances already being received by the employee may at the discretion of the Employer be continued during the period of the education leave and the employee shall be notified when the leave is approved, whether such allowances are to be continued in whole or in part.

- e. As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer,
 - i. fails to complete the course,
 - ii. does not resume employment with the Employer on completion of the course, or
 - iii. ceases to be employed before termination of the period he or she has undertaken to serve after completion of the course,

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

- f. The Employer will endeavour to return the employee to a position at a basic salary level not lower than the position he or she encumbered immediately prior to the commencement of the education leave.

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23.14 Attendance at conferences, symposiums, workshops or conventions, and other gatherings of a similar nature

- 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.

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- b. An employee who attends a conference, symposium, workshop, convention, and other gatherings of a similar nature at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, on travel status.
- c. An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to his or her field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for his or her payment of registration fees and reasonable travel expenses.

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- d. The Employer endeavours to respond in writing in a timely fashion to requests to attend events specified in point b. above. In the case of denial, the Employer shall give the written reason, upon request from the employee.
- e. An employee shall not be entitled to any compensation under Articles 27 and 48 in respect of hours he or she is in attendance at or travelling to or from a conference or convention, under the provisions of this clause, except as may be provided in paragraph 23.16(b).

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23.15 Professional development

The parties recognize that in order to maintain and enhance professional expertise, employees need to have opportunities to attend and participate in professional development activities described in clauses 23.14 and 23.15.

- a. Professional development refers to an activity which in the opinion of the Employer, is likely to be of assistance to the individual in furthering his or her professional development and to the organization in achieving its goals. The following activities shall be deemed to be part of professional development:
 - i. symposiums, seminars, workshops, conferences, conventions or study sessions, courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields;
 - ii. to conduct research or to perform work related to their normal research programs in institutions or locations other than those of the Employer;
or
 - iii. to perform work in a cooperating department or agency for a short period of time in order to enhance the relevant subject knowledge or the technical expertise of the employee.

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- 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. The Employer endeavours to respond in writing in a timely fashion to requests for professional development. In the case of denial, the Employer shall give the written reason, upon request from the employee.
- c. When an employee is selected by the Employer for professional development under this clause, the Employer will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.
- d. An employee selected for professional development, under this clause, will continue to receive his or her normal compensation, including any increase for which the employee may become eligible. The employee shall not be entitled to any compensation under Articles 27 and 48 while on professional development under this clause.
- e. An employee on professional development, under this clause, may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.

23.16 Examination leave

Leave of absence with pay to write examinations may be granted by the Employer to an employee who is not on educational leave. Such leave will be granted only when, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve his or her qualifications.

23.17 Departmental continuous learning consultation committee

- a. The parties to this collective agreement acknowledge the mutual benefits to be derived from consultation on continuous learning. To this effect, the parties agree that such consultation will be held at the departmental level either through the existing Joint Consultation Committee or through the creation of a Departmental Continuous Learning Consultation Committee. A consultation committee as determined by the parties may be established at the local, regional or national level.
- b. The Departmental Consultation Committee shall be composed of mutually agreeable numbers of employees and Employer representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.
- c. Employees forming the continuing membership of the Departmental Consultation Committees shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time where applicable
- d. The Employer recognizes the use of such committees for the purpose of providing information, discussing the application of policy, promoting understanding and reviewing problems.
- e. It is understood that no commitment may be made by either party on a subject that is not within its authority or jurisdiction, nor shall any commitment made be so construed as to alter, amend, add to or modify the terms of this agreement.

Article 24: severance pay

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

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

b. Rejection on probation

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

c. Death

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

d. Termination for cause for reasons of incapacity or incompetence

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

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

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

24.03 Appointment to a separate agency organization

An employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* shall be paid any outstanding payment in lieu of severance, if applicable under Appendix J.

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

****Article 25: Correctional Service Specific Duty Allowance**

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

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25.02 The value of the CSSDA shall be two thousand one hundred forty dollars (\$2,140) annually and paid on a biweekly basis in any pay period for which the employee is expected to perform said duties of the specific position in a month.

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

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

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

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

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

****Article 26: pay administration**

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

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

- a. the pay specified in Appendix "A," for the classification of the position to which the employee is appointed, if the classification coincides with that prescribed in the employee's certificate of appointment;
- or
- b. the pay specified in Appendix "A," for the classification prescribed in the employee's certificate of appointment, if that classification and the classification of the position to which the employee is appointed do not coincide.

26.03

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

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

26.05 This article is subject to the memorandum of understanding signed by the Employer and the Alliance dated February 9, 1982, in respect of red-circled employees.

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

26.07

- a. When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least three (3) consecutive working days, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.
- b. When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.

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No pyramiding of payments

26.08 Payments provided under the overtime, reporting pay, designated paid holiday, call-back, and standby provisions shall not be pyramided, that is, an employee shall not receive more than one compensation for the same service.

Article 27: travelling time

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

27.02 When an employee is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clause 27.03 and 27.04. Travelling time shall include time necessarily spent at each stopover en route provided such stopover is not longer than five (5) hours.

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

- a. For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer.

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

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

- a. on a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.
- b. on a normal working day on which the employee travels and works, the employee shall be paid:
 - i. his or her regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours; and
 - ii. at the applicable overtime rate for additional travel time in excess of his or her regular scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed fifteen (15) hours' pay at the straight-time rate of pay;
- c. on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of fifteen (15) hours' pay at the straight-time rate of pay.

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

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

- a. on a normal working day, his or her regular pay for the day;
- or

- b. pay for actual hours worked in accordance with Article 21 : designated paid holidays, and the overtime provisions of this agreement.

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

Article 28: call-back pay

28.01 If an employee is called back to work

- a. on a designated paid holiday which is not the employee's scheduled day of work;
or
- b. on the employee's day of rest;
or
- c. after the employee has completed his or her work for the day and has left his or her place of work, and returns to work, the employee shall be paid the greater of:
 - i. compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' compensation in an eight (8) hour period. Such maximum shall include any reporting pay pursuant to clause 21.06 and the Reporting Pay Provisions of this agreement;
or
 - ii. compensation at the applicable rate of overtime compensation for time worked,

provided that the period worked by the employee is not contiguous to the employee's normal hours of work.
- d. the minimum payment referred to in subparagraph 28.01(c)(i) above does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with Article 38.11.

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

28.03 Call-back worked from a remote location

An employee who receives a call to duty or responds to a telephone or data line call while on standby or at any other time outside of his or her scheduled hours of work, may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees. In such instances, the employee shall be paid the greater of:

- a. compensation at the applicable overtime rate for any time worked,
or

- b. compensation equivalent to one (1) hour's pay at the straight-time rate, which shall apply only the first time an employee performs work during an eight (8) hour period, starting when the employee first commences the work.

28.04 Compensatory leave

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

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

Article 29: standby

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

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

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

29.04 An employee on standby who is required to report for work and reports shall be compensated in accordance with clauses 28.01(c), 28.01(d) and 28.04, and is also eligible for reimbursement of transportation expenses in accordance with clause 28.05.

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

****Article 30: shift premiums and weekend premiums**

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30.01 Shift premium

A shift work employee whose hours of work are scheduled pursuant to clauses 43.04, 44.11 and 45.04 will receive a shift premium of two dollars and twenty-five cents (\$2.25) per hour for all hours worked, including overtime hours, between 4 pm and 8 am. The shift premium will not be paid for hours worked between 8 am and 4 pm.

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30.02 Weekend premium

An employee working on shifts during a weekend will receive an additional premium of two dollars and twenty-five cents (\$2.25) per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.

Article 31: statement of duties

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

Article 32: discipline

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

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

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

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

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

Article 33: employee performance review and employee files

33.01

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

33.02

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

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

Article 34: health and safety

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

Article 35: joint consultation

Clauses 35.01 to 35.04 inclusively apply only to the Library Science (LS) Group and Educational Support (EU) Group

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

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

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

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

Clauses 35.05 to 35.11 inclusively apply only to the Education (ED) Group

Consultation committees

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

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

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

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

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

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

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

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

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

****Article 36: National Joint Council agreements**

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

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

36.03

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

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Bilingualism Bonus Directive
Commuting Assistance Directive
First Aid to the General Public: Allowance for Employees
Foreign Service Directives
Isolated Posts and Government Housing Directive

NJC Relocation Directive
Occupational Health and Safety Directive
Public Service Health Care Plan Directive
Travel Directive
Uniforms Directive

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

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

Article 37: grievance procedure

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

Individual grievances

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

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

Group grievances

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

- a. In order to present a group grievance, the Alliance must first obtain the written consent of each of the employees concerned.
- b. A group grievance shall not be deemed to be invalid by reason only of the fact that the consent is not in accordance with Form 19.

- c. A group grievance must relate to employees in a single portion of the federal public administration.

Policy grievances

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

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

Grievance procedure

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

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

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

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

- a. forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level,
and
- b. provide the grievor with a receipt stating the date on which the grievance was received.

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

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

- a. where there is another administrative procedure provided by or under any Act of Parliament to deal with the grievor's specific complaint such procedure must be followed,
and
- b. where the grievance relates to the interpretation or application of this collective agreement or an arbitral award, an employee is not entitled to present the grievance unless he has the approval of and is represented by the Alliance.

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

- a. Level 1: first level of management;
- b. Levels 2 and 3 in departments or agencies where such levels are established: intermediate level(s);
- c. final level: chief executive or deputy head or an authorized representative.

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

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

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

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

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

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

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

- a. where the decision or settlement is not satisfactory to the grievor, within ten (10) days after that decision or settlement has been conveyed in writing to the grievor by the Employer,
or
- b. where the Employer has not conveyed a decision to the grievor within the time prescribed in clause 37.17, within fifteen (15) days after presentation by the grievor of the grievance at the previous level.

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

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

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

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

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

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

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

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

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

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

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

- a. the interpretation or application of a provision of this collective agreement or related arbitral award,
or
- b. termination of employment or demotion pursuant to paragraph 12(1)(c), (d) or (e) of the *Financial Administration Act*,
or
- c. disciplinary action resulting in suspension or financial penalty,

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

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

- a. its approval of the reference of the grievance to adjudication,
and
- b. its willingness to represent the employee in the adjudication proceedings.

Expedited adjudication

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

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

****Article 38: part-time employees**

Definition

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

General

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

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

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

38.05 Leave will only be provided:

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

Designated holidays

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38.06 A part-time employee shall not be paid for the designated holidays but shall instead be paid four decimal six per cent (4.6%) for all straight-time hours worked.

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

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

Overtime

38.09

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

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

Call-back

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

Reporting pay

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

Bereavement leave

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

Vacation leave

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

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

Sick leave

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

38.16 Vacation and sick leave administration

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

Severance pay

38.17 Notwithstanding the provisions of Article 24: severance pay, where the period of continuous employment in respect of which severance benefit is to be paid consists of both full- and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent 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 Alliance agree that the following conditions shall apply to employees for whom variable hours of work schedules are approved pursuant to the relevant provisions of this agreement.

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

39.01 General terms

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

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

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

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

39.02 Specific application

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

Interpretation and definitions

"Daily rate of pay" shall not apply.

Overtime

Overtime shall be compensated for all work performed:

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

Travel

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

Designated paid holidays

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

Vacation leave: ED and EU Groups

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

Vacation leave: LS Group

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

Sick leave

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

Acting pay

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

Exchange of shifts

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

Minimum number of hours between shifts

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

Article 40: dental care plan

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

Article 41: termination or transfer of operations

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

41.02 The Employer will continue past practice in giving all reasonable consideration to continued employment in the public service of employees who would otherwise become

redundant because an operation is contracted out, terminated or transferred to another jurisdiction.

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

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

41.05 When an official application to negotiate the takeover of a school is received from a band council, the Department of Indigenous Services will notify the appropriate Alliance representative as soon as possible.

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

Article 42: miscellaneous, ED Group

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

a. Professional development sessions

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

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

b. Transportation

The parties agree that, except in cases of emergency, employees will not be required to use their private vehicle in the performance of their duties if other means of transportation are available. Should employees be required to use their private vehicle for

field trips or similar activities, they will be reimbursed in accordance with the *Government Travel and Living Accommodations Directive*.

42.02 This clause applies to employees certified in the Language Teaching Sub-Group and the EU Physical Education Instructors.

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

Article 43: hours of work for the LS Group

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

43.02 The normal workweek shall be Monday through Friday, and the normal workday shall be between 7 am and 6 pm.

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

43.04 Notwithstanding clauses 43.01, 43.02 and 43.03, for employees required to provide direct services to the public or to students:

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

43.05 When an employee who is subject to clause 43.04 is required to change his or her scheduled shift without receiving at least five (5) working days' notice in advance of the starting time of such change in his or her scheduled shift, the employee shall be paid at the rate of time and one half (1 1/2) for all hours worked outside of those which the employee is scheduled to work.

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

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

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

43.09 Notwithstanding the provisions of this article, upon request of an employee and the concurrence of the Employer, an employee may complete his or her weekly hours of employment in a period of other than five (5) full days provided that over a period of fourteen (14), twenty-one (21) or twenty-eight (28) calendar days the employee works an average of thirty-seven decimal five (37.5) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every averaging period of fourteen (14), twenty-one (21) or twenty-eight (28) calendar days, such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.

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

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

Article 44: work year and hours of work for the ED-EST Sub-Group and EU Group

Department of Indigenous Services

44.01 Employees who work a ten (10) month work year

- a. "School year" applicable to an employee of the Department of Indigenous Services, means the period extending from September 1 to August 31 of the following year. The number of working days in the school year shall not exceed those designated by the province, territory or provincial school unit within which geographical area the employee is working. Working days will include teaching days and professional development days.
- b. Employees of the Department of Indigenous Services who work a ten (10) month work year and who wish to leave the service before the beginning of the next school year will make every effort to submit their resignation no later than the 30th of April and shall provide one (1) month's notice of resignation to the Employer if they wish to leave the service during the school year.

Paragraph (c) applies only to ED-EST Sub-Group

- c. A teacher at the Department of Indigenous Services shall have, as a minimum, an average of forty (40) minutes per day of uninterrupted preparation time during classroom hours. Effective September 1, 2011, a teacher at the Department of Indigenous Services shall have, as a minimum, an average of forty-four (44) minutes per day of uninterrupted preparation time during classroom hours. Effective September 1, 2012, a teacher at the Department of Indigenous Services shall have, as a minimum, an average of forty-eight (48) minutes per day of uninterrupted preparation time during classroom hours. Each unit of preparation time shall be no less than twenty (20) minutes. Preparation time shall not include any teaching or supervisory responsibilities and shall not have an impact on the daily number of instructional minutes.
- d. Preparation time shall be used for the purpose of professional activities as reasonably determined by the teacher exclusive of recesses and lunch breaks and will be assigned during instructional time. It is understood that duties during preparation time cannot be assigned by the principal unless there is an emergency.

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

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

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

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

44.06

Paragraph (a) applies only to the ED-EST Sub-Group

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

Paragraph (b) applies only to the EU Group

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

44.07

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

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

Clauses 44.09 to 44.14 inclusively apply only to the ED-EST Sub-Group

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

- a. Guidance and Vocational Counsellors in the Department of Indigenous Services shall be on a twelve (12) month work year and the workday for such an employee shall be seven decimal five (7.5) hours or such lesser period as the Employer may schedule.
- b. Notwithstanding the provisions of this article, upon request of an employee and the concurrence of the Employer, an employee may complete his or her weekly hours of employment in a period of other than five (5) full days provided that over a period of twenty-eight (28) calendar days the employee works an average of thirty-seven decimal five (37.5) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for him or her.
- c. Notwithstanding anything to the contrary contained in this agreement, the implementation of any variation in hours shall not result in any additional overtime work

or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this agreement.

- d. Employees covered by this clause shall be subject to the variable hours of work provisions established in Article 39.

Canadian Coast Guard College

44.10

- a. An employee at the Canadian Coast Guard College shall be on a twelve (12) month work year. The normal daily hours of work shall be scheduled between 7:00 hours and 18:00 hours, Monday to Friday and shall include not more than four (4) hours of classroom teaching per day, with the exception of one (1) day only per week where an employee may be required to provide classroom teaching or to spend other time with students, up to six (6) hours, provided that the total classroom teaching time does not exceed twenty (20) hours per week.
- b. Preparation time shall be used for the purpose of professional activities as reasonably determined by the teacher.

Correctional Service of Canada

44.11

- a. An employee in the Correctional Service of Canada shall be on a twelve (12) month work year. The workday shall be seven decimal five (7.5) hours or such lesser period as the Employer may schedule. The workweek shall be from Monday to Friday and between the hours of 7:00 hours and 18:00 hours and no employee shall be assigned work hours other than between these hours and on these days, except by the written consent of the employee concerned. Notwithstanding the above, an employee may voluntarily accept, hours of work between 7:00 hours and 22:00 hours following a request from the Employer.
- b. **Rest periods**

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

National Defence

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

General

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

Number of teachers and teacher aides supervised	Administrative and supervisory time
From one (1) to three (3)	One forty (40) to forty-five (45) minute period per day, or one half (1/2) day per week at the Principal's option
From four (4) to six (6)	One day per week
From seven (7) to ten (10)	Two and one half (2 1/2) days per week
Eleven (11) or more	Full-time

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

Number of teachers and teacher aides supervised	Administrative and supervisory time
From seven (7) to ten (10)	One half (1/2) day per week
From eleven (11) to nineteen (19)	Half time
Twenty (20) or more	Full time

Clauses 44.15 to 44.20 inclusively apply only to the employees of the EU Group who work a twelve (12) month work year

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

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

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

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

44.19 This clause applies only to Physical Education Instructors.

- a. The normal daily hours of work shall be scheduled between 7:00 hours and 17:00 hours, Monday to Friday.

- b. No employee of the Correctional Service of Canada shall be assigned work hours other than between these hours and on these days, except by the written consent of the employee concerned.

44.20 The Employer will:

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

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

Article 45: work year and hours of work for the ED-LAT Sub-Group

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

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

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

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

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

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

45.06 Employees whose hours of work are changed pursuant to the provisions of clause 45.04 will be advised of such change by written notice provided fifteen (15) days in advance, except

where, subject to operational requirements as determined by the Employer, such change must be made on shorter notice.

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

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

45.08 Except for employees whose hours of work are scheduled pursuant to clause 45.03, employees who are required to change their scheduled hours of work without receiving at least five (5) days' notice in advance of the starting time of such change shall be paid for the first shift worked on the revised schedule at the rate of time and one half (1 1/2). Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this agreement.

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

45.10

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

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

Article 46: pedagogical break

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

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

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

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

Article 47: work year and hours of work for the ED-EDS Sub-Group

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

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

47.03 Notwithstanding the provisions of this article, upon request of an employee and the concurrence of the Employer, an employee may complete his or her weekly hours of employment in a period other than five (5) full days, provided that over a period of twenty-eight (28) calendar days the employee works an average of thirty-seven decimal five (37.5) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every twenty-eight (28) day period, such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for him or her.

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

Employees covered by this clause shall be subject to the variable hours of work provisions established in Article 39.

47.04 Rest Periods

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

****Article 48: overtime**

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

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

LS/EU 48.03 LS and EU Groups

When an employee works overtime authorized by the Employer on his or her normal day of rest, compensation shall be granted on the basis of time and one half (1 1/2) for all hours worked on the first day of rest, and double (2) time on the second day of rest.

ED 48.03 ED Group

- a. When an employee is required by the Employer to work overtime on a normal day of rest, compensation shall be granted on the basis of time and one half (1 1/2) for all hours worked.
- b. An employee who is required to work on a second day of rest is entitled to compensation at double (2) time provided that the employee also worked on the first day of rest. Second day of rest means the second day in an unbroken series of consecutive and continuous calendar days of rest.

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

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

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

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

48.08

- a. The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
- b. At the request of the employee and with the approval of the Employer, accumulated compensatory leave may be paid out, in whole or in part, once per fiscal year, at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the time of the request.

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

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

48.11 Meals

- a. An employee who works three (3) or more hours of overtime immediately before or immediately following normal hours of work shall be reimbursed expenses for one meal in the amount of twelve dollars (\$12.00), except where free meals are provided or the employee is on travel status.
- b. When an employee works overtime continuously extending four (4) hours or more beyond the period provided in paragraph (a), the employee shall be reimbursed for one additional meal in the amount of twelve dollars (\$12.00) for each additional four (4) hour period of overtime worked thereafter, except where free meals are provided.
- c. When overtime is worked in accordance with paragraphs 48.11(a) and (b) above, reasonable time to be determined by the Employer shall be allowed to the employee in order to take a meal break either at or adjacent to the employee's place of work, and such time shall be paid at the overtime rate where applicable.
- d. Paragraphs 48.11(a) and (b) shall not apply:
 - i. to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals;

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or

- ii. to an employee who has obtained authorization to work at the employee's residence.

****Article 49: allowances**

This article applies to employees certified in the Elementary and Secondary Teaching (ED-EST) Sub-Group.

Where the employee is entitled to an allowance provided in clauses 49.01, 49.02, 49.03, 49.05, 49.07 and 49.09 for less than a full work year, the amount of the allowance will be pro-rated on the basis of the percentage of the work year he or she was so employed.

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

49.01 Principal's allowance

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

effective on the date of signature of this agreement,

\$2,080	basic, plus:
\$565	for each teacher and teacher aide supervised from one (1) to twelve (12), and
\$310	for each teacher and teacher aide supervised from thirteen (13) or more.

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

49.02 Assistant principal's allowance

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

49.03 Department head's allowance

A teacher who is a department head (including a head education counsellor) shall be paid an allowance for administrative and supervisory responsibilities of:

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

49.04 Night school compensation

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

49.05 Allowance for teachers of specialist subjects

a. Definition

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

b. Eligibility

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

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

c. Allowance

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

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

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

d. Grandparent protection

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

e. Limitation

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

49.06 Summer school allowance

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

49.07 One-room school allowance

A teacher employed in the Department of Indigenous Services as the only teacher in a one-room school shall be paid an allowance:

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

49.08 Limitation

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

**

49.09 Specialist Indigenous Languages

A teacher employed in the Department of Indigenous Services who is qualified and assigned to teach an Indigenous language in the following school locations will receive an allowance of \$1,015 per annum:

- Tyendinaga, Ontario
- Six Nations of the Grand River, Ontario
- Cold Lake First Nations, Alberta

To qualify for the allowance, a teacher must satisfy the Department of Indigenous Services of their qualifications to teach an Indigenous language.

It is understood that only one allowance will be paid under clause 49.09.

****Article 50: technological change**

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

**

50.02 In this article “technological change” means:

- a. the introduction by the Employer of equipment, material, system or software of a different nature than that previously utilized;
and
- b. a significant change in the Employer’s operation directly related to the introduction of that equipment, material, system or software.

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

50.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and eighty (180) days' written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

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

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

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

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

Article 51: authorship, LS Group

This article applies only to employees of the Library Science Group

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

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

Article 52: religious observance

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

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

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

52.04 An employee who intends to request leave or time off under this article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence unless, because of unforeseeable circumstances, such notice cannot be given.

****Article 53: job security**

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

**

53.02 Through Labour Management Consultation Committees, or through another forum as agreed upon by both parties, departmental and Alliance representatives shall meet to discuss and exchange on issues associated with contracting out, such as but not limited to, the influence on working conditions, complexity of tasks, information on contractors in the workplace, future resource and service requirements, skills inventories, knowledge transfer, position vacancies, workload, and managed services.

**

53.03 Where practicable and when indeterminate employees are affected by workforce adjustment situations, and provided the employee is capable of performing the necessary work, preference shall be given to their retention over re-engaging a contractor.

Article 54: membership fees

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

54.02 Membership dues referred to in Article 10: check-off, of this agreement are specifically excluded as reimbursable fees under this article.

Article 55: shift principle

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

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

a. Certain proceedings under this agreement

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

b. Certain other proceedings

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

Article 56: agreement reopener

56.01 This agreement may be amended by mutual consent.

Article 57: maternity-related reassignment or leave

57.01 An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the seventy-eighth (78th) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the fetus or child. On being informed of the cessation, the Employer, with the written consent of the employee, shall notify the appropriate workplace committee or the health and safety representative.

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

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

- a. modifies her job functions or reassigns her;
or
- b. informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.

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

57.05 Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than seventy-eight (78) weeks after the birth.

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

57.07 Notwithstanding clause 57.05, for an employee working in an institution where she is in direct and regular contact with offenders, if the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence with pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than at the time the officer proceeds on maternity leave without pay or the termination date of the pregnancy, whichever comes first.

Article 58: medical appointment for pregnant employees

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

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

Article 59: duty aboard vessels

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

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

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

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

59.05

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

Article 60: leave for ED-EST and EU employees who work a ten (10) month work year

60.01 The Employer shall grant ED-EST and EU employees who work a ten (10) month work year up to fifteen (15) hours of leave with pay, to be granted in up to two (2) periods of seven decimal five (7.5) hours each or four (4) periods of up to three decimal seven five (3.75) hours each, within each school year for personal reasons, at a time requested by the employee, provided the employee gives the Employer advance notice prior to the commencement of the leave of at least five (5) working days, unless there is a valid reason, as determined by the Employer, why such notice cannot be given.

60.02

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

Article 61: dangerous goods

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

Article 62: reimbursement of teacher expenses

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

****Article 63: duration**

**

63.01 The provisions of this agreement will expire on June 30, 2025.

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

Signed at Ottawa, this 11th day of the month of July 2023.

The Treasury Board

- Marie-Chantal Girard
- Luc Presseau
- Patricia Mullin-Baker
- Isabelle Rodier
- Katia Morinville
- Josée Baril
- Nathalie Brisebois
- Angela Charlton
- Heather Guy
- Caitlyn Horrall
- Joelle Lamadeleine
- Kevin MacInnis
- Kathleen Manderville
- Capt Marie-Ève Ménard

The Public Service Alliance of Canada

- Yvon Barrière
- Christopher Schwartz
- Maxime Thibault-Gingras
- Michael Freeman
- Francesco Lai
- Marie-Hélène Leclerc
- Danielle Moffet
- Caila Pischke

****Appendix “A”**: annual rates of pay and pay notes****Annex “A1”**

- Elementary and Secondary Teaching Sub-Group (ED-EST)
- Elementary and Secondary Teaching Sub-Group (ED-EST) Guidance and Vocational Counsellor

Annex “A1-2”

- Elementary and Secondary Teaching Sub-Group (ED-EST)

Annex “A2”

- Language Teaching Sub-Group (ED-LAT)

Annex “A3”

- Education Services Sub-Group (ED-EDS)

Annex “A4”

- Library Science Group (LS)

Annex “A5”

- Educational Support Group (EU)

Annex “A1”

**

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

- §) Effective July 1, 2020
- A) Effective July 1, 2021
- B) Effective July 1, 2022
- X) Effective July 1, 2022 - Wage Adjustment
- C) Effective July 1, 2023
- Y) Effective July 1, 2023 - Pay Line Adjustment
- D) Effective July 1, 2024
- Z) Effective July 1, 2024 - Wage Adjustment

Teaching experience	Level 1 §) 1/7/20	A) 1/7/21	B) 1/7/22	X) 1/7/22	C) 1/7/23	Y) 1/7/23	D) 1/7/24	Z) 1/7/24
1	52,648	53,438	55,308	55,999	57,679	57,967	59,126	59,274
2	55,732	56,568	58,548	59,280	61,058	61,363	62,590	62,746
3	58,816	59,698	61,787	62,559	64,436	64,758	66,053	66,218
4	61,896	62,824	65,023	65,836	67,811	68,150	69,513	69,687
5	64,975	65,950	68,258	69,111	71,184	71,540	72,971	73,153
6	68,056	69,077	71,495	72,389	74,561	74,934	76,433	76,624
7	71,151	72,218	74,746	75,680	77,950	78,340	79,907	80,107
8	74,234	75,348	77,985	78,960	81,329	81,736	83,371	83,579

Teaching experience	Level 2 §) 1/7/20	A) 1/7/21	B) 1/7/22	X) 1/7/22	C) 1/7/23	Y) 1/7/23	D) 1/7/24	Z) 1/7/24
1	56,781	57,633	59,650	60,396	62,208	62,519	63,769	63,928
2	59,561	60,454	62,570	63,352	65,253	65,579	66,891	67,058
3	62,333	63,268	65,482	66,301	68,290	68,631	70,004	70,179
4	65,104	66,081	68,394	69,249	71,326	71,683	73,117	73,300
5	67,876	68,894	71,305	72,196	74,362	74,734	76,229	76,420
6	70,649	71,709	74,219	75,147	77,401	77,788	79,344	79,542
7	73,421	74,522	77,130	78,094	80,437	80,839	82,456	82,662
8	76,206	77,349	80,056	81,057	83,489	83,906	85,584	85,798
9	78,948	80,132	82,937	83,974	86,493	86,925	88,664	88,886

Teaching experience	Level 3 \$) 1/7/20	A) 1/7/21	B) 1/7/22	X) 1/7/22	C) 1/7/23	Y) 1/7/23	D) 1/7/24	Z) 1/7/24
1	61,842	62,770	64,967	65,779	67,752	68,091	69,453	69,627
2	65,183	66,161	68,477	69,333	71,413	71,770	73,205	73,388
3	68,521	69,549	71,983	72,883	75,069	75,444	76,953	77,145
4	71,867	72,945	75,498	76,442	78,735	79,129	80,712	80,914
5	75,205	76,333	79,005	79,993	82,393	82,805	84,461	84,672
6	78,545	79,723	82,513	83,544	86,050	86,480	88,210	88,431
7	81,886	83,114	86,023	87,098	89,711	90,160	91,963	92,193
8	85,225	86,503	89,531	90,650	93,370	93,837	95,714	95,953
9	88,568	89,897	93,043	94,206	97,032	97,517	99,467	99,716

Teaching experience	Level 4 \$) 1/7/20	A) 1/7/21	B) 1/7/22	X) 1/7/22	C) 1/7/23	Y) 1/7/23	D) 1/7/24	Z) 1/7/24
1	69,824	70,871	73,351	74,268	76,496	76,878	78,416	78,612
2	73,335	74,435	77,040	78,003	80,343	80,745	82,360	82,566
3	76,846	77,999	80,729	81,738	84,190	84,611	86,303	86,519
4	80,359	81,564	84,419	85,474	88,038	88,478	90,248	90,474
5	83,873	85,131	88,111	89,212	91,888	92,347	94,194	94,429
6	87,388	88,699	91,803	92,951	95,740	96,219	98,143	98,388
7	90,899	92,262	95,491	96,685	99,586	100,084	102,086	102,341
8	94,415	95,831	99,185	100,425	103,438	103,955	106,034	106,299
9	97,932	99,401	102,880	104,166	107,291	107,827	109,984	110,259
10	101,446	102,968	106,572	107,904	111,141	111,697	113,931	114,216

Teaching experience	Level 5 \$) 1/7/20	A) 1/7/21	B) 1/7/22	X) 1/7/22	C) 1/7/23	Y) 1/7/23	D) 1/7/24	Z) 1/7/24
1	74,965	76,089	78,752	79,736	82,128	82,539	84,190	84,400
2	78,902	80,086	82,889	83,925	86,443	86,875	88,613	88,835
3	82,829	84,071	87,013	88,101	90,744	91,198	93,022	93,255
4	86,766	88,067	91,149	92,288	95,057	95,532	97,443	97,687
5	90,700	92,061	95,283	96,474	99,368	99,865	101,862	102,117
6	94,635	96,055	99,417	100,660	103,680	104,198	106,282	106,548
7	98,577	100,056	103,558	104,852	107,998	108,538	110,709	110,986
8	102,506	104,044	107,686	109,032	112,303	112,865	115,122	115,410
9	106,445	108,042	111,823	113,221	116,618	117,201	119,545	119,844
10	110,378	112,034	115,955	117,404	120,926	121,531	123,962	124,272

Teaching experience	Level 6 \$) 1/7/20	A) 1/7/21	B) 1/7/22	X) 1/7/22	C) 1/7/23	Y) 1/7/23	D) 1/7/24	Z) 1/7/24
1	80,367	81,573	84,428	85,483	88,047	88,487	90,257	90,483
2	84,143	85,405	88,394	89,499	92,184	92,645	94,498	94,734
3	87,928	89,247	92,371	93,526	96,332	96,814	98,750	98,997
4	91,704	93,080	96,338	97,542	100,468	100,970	102,989	103,246
5	95,492	96,924	100,316	101,570	104,617	105,140	107,243	107,511
6	99,267	100,756	104,282	105,586	108,754	109,298	111,484	111,763
7	103,046	104,592	108,253	109,606	112,894	113,458	115,727	116,016
8	106,826	108,428	112,223	113,626	117,035	117,620	119,972	120,272
9	110,610	112,269	116,198	117,650	121,180	121,786	124,222	124,533
10	114,385	116,101	120,165	121,667	125,317	125,944	128,463	128,784

Rates of pay will be adjusted within 180 days of signature of the collective agreement.

Changes to rates of pay with an effective date prior to the salary adjustment date will be paid according to Appendix K, as a lump sum payment. In particular:

- a. Year 1 (2021) increase (that is, “A”): paid as a retroactive lump sum payment equal to a 1.50% economic increase of July 1, 2020, rates.
- b. Year 2 (2022) increases (that is, “B” and “X”): paid as a retroactive lump sum payment equal to the year 1 increase plus a 3.50% economic increase and a 1.25% wage adjustment, for a compounded total increase of 6.366% of July 1, 2020, rates.
- c. Year 3 (2023) increases (that is, “C” and “Y”): paid as a retroactive lump sum payment equal to the year 1 and year 2 increases plus a 3.00% economic increase and a 0.5% pay line adjustment, for a compounded total increase of 10.104% of July 1, 2020, rates.

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

Maritimes

Department of Indigenous Services 12 month pay plan

Teaching experience	Level 1	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	37,241	37,800	39,123	39,612	40,800	41,004	41,824	41,929
2	39,410	40,001	41,401	41,919	43,177	43,393	44,261	44,372
3	41,583	42,207	43,684	44,230	45,557	45,785	46,701	46,818
4	43,737	44,393	45,947	46,521	47,917	48,157	49,120	49,243
5	45,907	46,596	48,227	48,830	50,295	50,546	51,557	51,686
6	48,078	48,799	50,507	51,138	52,672	52,935	53,994	54,129
7	50,237	50,991	52,776	53,436	55,039	55,314	56,420	56,561
8	52,407	53,193	55,055	55,743	57,415	57,702	58,856	59,003

Teaching experience	Level 2	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	39,450	40,042	41,443	41,961	43,220	43,436	44,305	44,416
2	41,667	42,292	43,772	44,319	45,649	45,877	46,795	46,912
3	43,895	44,553	46,112	46,688	48,089	48,329	49,296	49,419
4	46,117	46,809	48,447	49,053	50,525	50,778	51,794	51,923
5	48,343	49,068	50,785	51,420	52,963	53,228	54,293	54,429
6	50,567	51,326	53,122	53,786	55,400	55,677	56,791	56,933
7	52,787	53,579	55,454	56,147	57,831	58,120	59,282	59,430
8	55,010	55,835	57,789	58,511	60,266	60,567	61,778	61,932
9	57,259	58,118	60,152	60,904	62,731	63,045	64,306	64,467

Teaching experience	Level 3	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	45,497	46,179	47,795	48,392	49,844	50,093	51,095	51,223
2	47,733	48,449	50,145	50,772	52,295	52,556	53,607	53,741
3	49,984	50,734	52,510	53,166	54,761	55,035	56,136	56,276
4	52,215	52,998	54,853	55,539	57,205	57,491	58,641	58,788
5	54,462	55,279	57,214	57,929	59,667	59,965	61,164	61,317
6	56,699	57,549	59,563	60,308	62,117	62,428	63,677	63,836
7	58,937	59,821	61,915	62,689	64,570	64,893	66,191	66,356
8	61,184	62,102	64,276	65,079	67,031	67,366	68,713	68,885
9	63,424	64,375	66,628	67,461	69,485	69,832	71,229	71,407

Teaching experience	Level 4	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	53,149	53,946	55,834	56,532	58,228	58,519	59,689	59,838
2	55,899	56,737	58,723	59,457	61,241	61,547	62,778	62,935

3	58,634	59,514	61,597	62,367	64,238	64,559	65,850	66,015
4	61,380	62,301	64,482	65,288	67,247	67,583	68,935	69,107
5	64,121	65,083	67,361	68,203	70,249	70,600	72,012	72,192
6	66,865	67,868	70,243	71,121	73,255	73,621	75,093	75,281
7	69,608	70,652	73,125	74,039	76,260	76,641	78,174	78,369
8	72,357	73,442	76,012	76,962	79,271	79,667	81,260	81,463
9	75,099	76,225	78,893	79,879	82,275	82,686	84,340	84,551
10	77,820	78,987	81,752	82,774	85,257	85,683	87,397	87,615

Teaching experience	Level 5	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	58,456	59,333	61,410	62,178	64,043	64,363	65,650	65,814
2	61,616	62,540	64,729	65,538	67,504	67,842	69,199	69,372
3	64,770	65,742	68,043	68,894	70,961	71,316	72,742	72,924
4	67,929	68,948	71,361	72,253	74,421	74,793	76,289	76,480
5	71,074	72,140	74,665	75,598	77,866	78,255	79,820	80,020
6	74,233	75,346	77,983	78,958	81,327	81,734	83,369	83,577
7	77,381	78,542	81,291	82,307	84,776	85,200	86,904	87,121
8	80,536	81,744	84,605	85,663	88,233	88,674	90,447	90,673
9	83,691	84,946	87,919	89,018	91,689	92,147	93,990	94,225
10	86,828	88,130	91,215	92,355	95,126	95,602	97,514	97,758

Teaching experience	Level 6	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	61,816	62,743	64,939	65,751	67,724	68,063	69,424	69,598
2	64,969	65,944	68,252	69,105	71,178	71,534	72,965	73,147
3	68,124	69,146	71,566	72,461	74,635	75,008	76,508	76,699
4	71,277	72,346	74,878	75,814	78,088	78,478	80,048	80,248
5	74,428	75,544	78,188	79,165	81,540	81,948	83,587	83,796
6	77,588	78,752	81,508	82,527	85,003	85,428	87,137	87,355
7	80,741	81,952	84,820	85,880	88,456	88,898	90,676	90,903
8	83,888	85,146	88,126	89,228	91,905	92,365	94,212	94,448
9	87,046	88,352	91,444	92,587	95,365	95,842	97,759	98,003
10	90,186	91,539	94,743	95,927	98,805	99,299	101,285	101,538

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

Quebec

Department of Indigenous Services 12 month pay plan

Teaching experience	Level 1	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	39,842	40,440	41,855	42,378	43,649	43,867	44,744	44,856
2	42,682	43,322	44,838	45,398	46,760	46,994	47,934	48,054
3	45,520	46,203	47,820	48,418	49,871	50,120	51,122	51,250
4	48,361	49,086	50,804	51,439	52,982	53,247	54,312	54,448
5	51,203	51,971	53,790	54,462	56,096	56,376	57,504	57,648
6	54,043	54,854	56,774	57,484	59,209	59,505	60,695	60,847
7	56,886	57,739	59,760	60,507	62,322	62,634	63,887	64,047
8	59,731	60,627	62,749	63,533	65,439	65,766	67,081	67,249
9	62,561	63,499	65,721	66,543	68,539	68,882	70,260	70,436
10	65,406	66,387	68,711	69,570	71,657	72,015	73,455	73,639

Teaching experience	Level 2	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	42,937	43,581	45,106	45,670	47,040	47,275	48,221	48,342
2	45,520	46,203	47,820	48,418	49,871	50,120	51,122	51,250
3	48,104	48,826	50,535	51,167	52,702	52,966	54,025	54,160
4	50,682	51,442	53,242	53,908	55,525	55,803	56,919	57,061
5	53,269	54,068	55,960	56,660	58,360	58,652	59,825	59,975
6	55,853	56,691	58,675	59,408	61,190	61,496	62,726	62,883
7	58,428	59,304	61,380	62,147	64,011	64,331	65,618	65,782
8	61,018	61,933	64,101	64,902	66,849	67,183	68,527	68,698
9	63,596	64,550	66,809	67,644	69,673	70,021	71,421	71,600
10	66,163	67,155	69,505	70,374	72,485	72,847	74,304	74,490
11	68,738	69,769	72,211	73,114	75,307	75,684	77,198	77,391

Teaching experience	Level 3	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	46,438	47,135	48,785	49,395	50,877	51,131	52,154	52,284
2	49,099	49,835	51,579	52,224	53,791	54,060	55,141	55,279
3	51,761	52,537	54,376	55,056	56,708	56,992	58,132	58,277
4	54,417	55,233	57,166	57,881	59,617	59,915	61,113	61,266
5	57,074	57,930	59,958	60,707	62,528	62,841	64,098	64,258
6	59,745	60,641	62,763	63,548	65,454	65,781	67,097	67,265
7	62,401	63,337	65,554	66,373	68,364	68,706	70,080	70,255
8	65,059	66,035	68,346	69,200	71,276	71,632	73,065	73,248
9	67,718	68,734	71,140	72,029	74,190	74,561	76,052	76,242
10	70,359	71,414	73,913	74,837	77,082	77,467	79,016	79,214
11	73,017	74,112	76,706	77,665	79,995	80,395	82,003	82,208

Teaching experience	Level 4	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	50,514	51,272	53,067	53,730	55,342	55,619	56,731	56,873
2	53,027	53,822	55,706	56,402	58,094	58,384	59,552	59,701
3	55,538	56,371	58,344	59,073	60,845	61,149	62,372	62,528
4	58,047	58,918	60,980	61,742	63,594	63,912	65,190	65,353
5	60,549	61,457	63,608	64,403	66,335	66,667	68,000	68,170
6	63,061	64,007	66,247	67,075	69,087	69,432	70,821	70,998
7	65,569	66,553	68,882	69,743	71,835	72,194	73,638	73,822
8	68,080	69,101	71,520	72,414	74,586	74,959	76,458	76,649
9	70,584	71,643	74,151	75,078	77,330	77,717	79,271	79,469
10	73,102	74,199	76,796	77,756	80,089	80,489	82,099	82,304
11	75,603	76,737	79,423	80,416	82,828	83,242	84,907	85,119
12	78,106	79,278	82,053	83,079	85,571	85,999	87,719	87,938

Teaching experience	Level 5	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	55,188	56,016	57,977	58,702	60,463	60,765	61,980	62,135
2	57,803	58,670	60,723	61,482	63,326	63,643	64,916	65,078
3	60,414	61,320	63,466	64,259	66,187	66,518	67,848	68,018
4	63,022	63,967	66,206	67,034	69,045	69,390	70,778	70,955
5	65,638	66,623	68,955	69,817	71,912	72,272	73,717	73,901
6	68,247	69,271	71,695	72,591	74,769	75,143	76,646	76,838
7	70,859	71,922	74,439	75,369	77,630	78,018	79,578	79,777
8	73,467	74,569	77,179	78,144	80,488	80,890	82,508	82,714
9	76,079	77,220	79,923	80,922	83,350	83,767	85,442	85,656
10	78,690	79,870	82,665	83,698	86,209	86,640	88,373	88,594
11	81,314	82,534	85,423	86,491	89,086	89,531	91,322	91,550
12	83,926	85,185	88,166	89,268	91,946	92,406	94,254	94,490

Teaching experience	Level 6	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	59,781	60,678	62,802	63,587	65,495	65,822	67,138	67,306
2	62,703	63,644	65,872	66,695	68,696	69,039	70,420	70,596
3	65,619	66,603	68,934	69,796	71,890	72,249	73,694	73,878
4	68,536	69,564	71,999	72,899	75,086	75,461	76,970	77,162
5	71,451	72,523	75,061	75,999	78,279	78,670	80,243	80,444
6	74,364	75,479	78,121	79,098	81,471	81,878	83,516	83,725
7	77,269	78,428	81,173	82,188	84,654	85,077	86,779	86,996
8	80,189	81,392	84,241	85,294	87,853	88,292	90,058	90,283
9	83,108	84,355	87,307	88,398	91,050	91,505	93,335	93,568
10	86,018	87,308	90,364	91,494	94,239	94,710	96,604	96,846
11	88,940	90,274	93,434	94,602	97,440	97,927	99,886	100,136
12	91,852	93,230	96,493	97,699	100,630	101,133	103,156	103,414

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

- d. Year 1 (2021) increase: paid as a retroactive lump sum payment equal to a 1.50% economic increase of July 1, 2020, rates.
- e. Year 2 (2022) increases: paid as a retroactive lump sum payment equal to the year 1 increase plus a 3.50% economic increase and a 1.25% wage adjustment, for a compounded total increase of 6.366% of July 1, 2020, rates.

- f. Year 3 (2023) increases: paid as a retroactive lump sum payment equal to the year 1 and year 2 increases plus a 3.00% economic increase and a 0.5% pay line adjustment, for a compounded total increase of 10.104% of July 1, 2020, rates.

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

Ontario

Department of Indigenous Services 12 month pay plan

Teaching experience	Level 1	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	43,090	43,736	45,267	45,833	47,208	47,444	48,393	48,514
2	44,860	45,533	47,127	47,716	49,147	49,393	50,381	50,507
3	46,626	47,325	48,981	49,593	51,081	51,336	52,363	52,494
4	48,383	49,109	50,828	51,463	53,007	53,272	54,337	54,473
5	50,159	50,911	52,693	53,352	54,953	55,228	56,333	56,474
6	51,925	52,704	54,549	55,231	56,888	57,172	58,315	58,461
7	53,691	54,496	56,403	57,108	58,821	59,115	60,297	60,448
8	55,448	56,280	58,250	58,978	60,747	61,051	62,272	62,428

Teaching experience	Level 2	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	48,537	49,265	50,989	51,626	53,175	53,441	54,510	54,646
2	51,048	51,814	53,627	54,297	55,926	56,206	57,330	57,473
3	53,564	54,367	56,270	56,973	58,682	58,975	60,155	60,305
4	56,075	56,916	58,908	59,644	61,433	61,740	62,975	63,132
5	58,589	59,468	61,549	62,318	64,188	64,509	65,799	65,963
6	61,108	62,025	64,196	64,998	66,948	67,283	68,629	68,801
7	63,619	64,573	66,833	67,668	69,698	70,046	71,447	71,626
8	66,125	67,117	69,466	70,334	72,444	72,806	74,262	74,448
9	68,630	69,659	72,097	72,998	75,188	75,564	77,075	77,268

Teaching experience	Level 3	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	50,712	51,473	53,275	53,941	55,559	55,837	56,954	57,096
2	53,491	54,293	56,193	56,895	58,602	58,895	60,073	60,223
3	56,261	57,105	59,104	59,843	61,638	61,946	63,185	63,343
4	59,038	59,924	62,021	62,796	64,680	65,003	66,303	66,469
5	61,814	62,741	64,937	65,749	67,721	68,060	69,421	69,595
6	64,592	65,561	67,856	68,704	70,765	71,119	72,541	72,722
7	67,369	68,380	70,773	71,658	73,808	74,177	75,661	75,850
8	70,146	71,198	73,690	74,611	76,849	77,233	78,778	78,975
9	72,919	74,013	76,603	77,561	79,888	80,287	81,893	82,098
10	75,714	76,850	79,540	80,534	82,950	83,365	85,032	85,245

Teaching experience	Level 4	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	57,596	58,460	60,506	61,262	63,100	63,416	64,684	64,846
2	60,639	61,549	63,703	64,499	66,434	66,766	68,101	68,271
3	63,676	64,631	66,893	67,729	69,761	70,110	71,512	71,691
4	66,725	67,726	70,096	70,972	73,101	73,467	74,936	75,123
5	69,760	70,806	73,284	74,200	76,426	76,808	78,344	78,540
6	72,806	73,898	76,484	77,440	79,763	80,162	81,765	81,969
7	75,847	76,985	79,679	80,675	83,095	83,510	85,180	85,393
8	78,887	80,070	82,872	83,908	86,425	86,857	88,594	88,815
9	81,930	83,159	86,070	87,146	89,760	90,209	92,013	92,243
10	84,961	86,235	89,253	90,369	93,080	93,545	95,416	95,655

Teaching experience	Level 5	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	60,260	61,164	63,305	64,096	66,019	66,349	67,676	67,845
2	63,317	64,267	66,516	67,347	69,367	69,714	71,108	71,286
3	66,392	67,388	69,747	70,619	72,738	73,102	74,564	74,750
4	69,448	70,490	72,957	73,869	76,085	76,465	77,994	78,189
5	72,516	73,604	76,180	77,132	79,446	79,843	81,440	81,644
6	75,581	76,715	79,400	80,393	82,805	83,219	84,883	85,095
7	78,644	79,824	82,618	83,651	86,161	86,592	88,324	88,545
8	81,705	82,931	85,834	86,907	89,514	89,962	91,761	91,990
9	84,769	86,041	89,052	90,165	92,870	93,334	95,201	95,439
10	87,813	89,130	92,250	93,403	96,205	96,686	98,620	98,867

Teaching experience	Level 6	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	64,999	65,974	68,283	69,137	71,211	71,567	72,998	73,180
2	68,840	69,873	72,319	73,223	75,420	75,797	77,313	77,506
3	72,677	73,767	76,349	77,303	79,622	80,020	81,620	81,824
4	76,515	77,663	80,381	81,386	83,828	84,247	85,932	86,147
5	80,358	81,563	84,418	85,473	88,037	88,477	90,247	90,473
6	84,191	85,454	88,445	89,551	92,238	92,699	94,553	94,789
7	88,027	89,347	92,474	93,630	96,439	96,921	98,859	99,106
8	91,813	93,190	96,452	97,658	100,588	101,091	103,113	103,371
9	95,230	96,658	100,041	101,292	104,331	104,853	106,950	107,217
10	98,649	100,129	103,634	104,929	108,077	108,617	110,789	111,066

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

Manitoba

Department of Indigenous Services 12 month pay plan

Teaching experience	Level 1	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	41,900	42,529	44,018	44,568	45,905	46,135	47,058	47,176
2	43,545	44,198	45,745	46,317	47,707	47,946	48,905	49,027
3	45,189	45,867	47,472	48,065	49,507	49,755	50,750	50,877
4	46,835	47,538	49,202	49,817	51,312	51,569	52,600	52,732
5	48,486	49,213	50,935	51,572	53,119	53,385	54,453	54,589
6	50,131	50,883	52,664	53,322	54,922	55,197	56,301	56,442
7	51,778	52,555	54,394	55,074	56,726	57,010	58,150	58,295
8	53,437	54,239	56,137	56,839	58,544	58,837	60,014	60,164

Teaching experience	Level 2	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	45,801	46,488	48,115	48,716	50,177	50,428	51,437	51,566
2	47,507	48,220	49,908	50,532	52,048	52,308	53,354	53,487
3	49,232	49,970	51,719	52,365	53,936	54,206	55,290	55,428
4	50,944	51,708	53,518	54,187	55,813	56,092	57,214	57,357
5	52,668	53,458	55,329	56,021	57,702	57,991	59,151	59,299
6	54,378	55,194	57,126	57,840	59,575	59,873	61,070	61,223
7	56,097	56,938	58,931	59,668	61,458	61,765	63,000	63,158
8	57,819	58,686	60,740	61,499	63,344	63,661	64,934	65,096
9	59,548	60,441	62,556	63,338	65,238	65,564	66,875	67,042

Teaching experience	Level 3	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	50,610	51,369	53,167	53,832	55,447	55,724	56,838	56,980
2	52,661	53,451	55,322	56,014	57,694	57,982	59,142	59,290
3	54,720	55,541	57,485	58,204	59,950	60,250	61,455	61,609
4	56,765	57,616	59,633	60,378	62,189	62,500	63,750	63,909
5	58,827	59,709	61,799	62,571	64,448	64,770	66,065	66,230
6	60,883	61,796	63,959	64,758	66,701	67,035	68,376	68,547
7	62,939	63,883	66,119	66,945	68,953	69,298	70,684	70,861
8	64,987	65,962	68,271	69,124	71,198	71,554	72,985	73,167
9	67,047	68,053	70,435	71,315	73,454	73,821	75,297	75,485

Teaching experience	Level 4	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	62,490	63,427	65,647	66,468	68,462	68,804	70,180	70,355
2	65,602	66,586	68,917	69,778	71,871	72,230	73,675	73,859
3	68,717	69,748	72,189	73,091	75,284	75,660	77,173	77,366
4	71,825	72,902	75,454	76,397	78,689	79,082	80,664	80,866
5	74,943	76,067	78,729	79,713	82,104	82,515	84,165	84,375
6	78,047	79,218	81,991	83,016	85,506	85,934	87,653	87,872
7	81,152	82,369	85,252	86,318	88,908	89,353	91,140	91,368
8	84,266	85,530	88,524	89,631	92,320	92,782	94,638	94,875
9	87,376	88,687	91,791	92,938	95,726	96,205	98,129	98,374
10	90,491	91,848	95,063	96,251	99,139	99,635	101,628	101,882

Teaching experience	Level 5	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	66,555	67,553	69,917	70,791	72,915	73,280	74,746	74,933
2	69,669	70,714	73,189	74,104	76,327	76,709	78,243	78,439
3	72,792	73,884	76,470	77,426	79,749	80,148	81,751	81,955
4	75,901	77,040	79,736	80,733	83,155	83,571	85,242	85,455
5	79,026	80,211	83,018	84,056	86,578	87,011	88,751	88,973
6	82,141	83,373	86,291	87,370	89,991	90,441	92,250	92,481
7	85,268	86,547	89,576	90,696	93,417	93,884	95,762	96,001
8	88,382	89,708	92,848	94,009	96,829	97,313	99,259	99,507
9	91,482	92,854	96,104	97,305	100,224	100,725	102,740	102,997
10	94,265	95,679	99,028	100,266	103,274	103,790	105,866	106,131

Teaching experience	Level 6	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	70,129	71,181	73,672	74,593	76,831	77,215	78,759	78,956
2	73,466	74,568	77,178	78,143	80,487	80,889	82,507	82,713
3	76,806	77,958	80,687	81,696	84,147	84,568	86,259	86,475
4	80,150	81,352	84,199	85,251	87,809	88,248	90,013	90,238
5	83,484	84,736	87,702	88,798	91,462	91,919	93,757	93,991
6	86,828	88,130	91,215	92,355	95,126	95,602	97,514	97,758
7	90,160	91,512	94,715	95,899	98,776	99,270	101,255	101,508
8	93,269	94,668	97,981	99,206	102,182	102,693	104,747	105,009
9	96,244	97,688	101,107	102,371	105,442	105,969	108,088	108,358
10	99,217	100,705	104,230	105,533	108,699	109,242	111,427	111,706

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

Saskatchewan

Department of Indigenous Services 12 month pay plan

Teaching experience	Level 1	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	38,342	38,917	40,279	40,782	42,005	42,215	43,059	43,167
2	40,312	40,917	42,349	42,878	44,164	44,385	45,273	45,386
3	42,286	42,920	44,422	44,977	46,326	46,558	47,489	47,608
4	44,252	44,916	46,488	47,069	48,481	48,723	49,697	49,821
5	46,228	46,921	48,563	49,170	50,645	50,898	51,916	52,046
6	48,194	48,917	50,629	51,262	52,800	53,064	54,125	54,260
7	50,170	50,923	52,705	53,364	54,965	55,240	56,345	56,486
8	52,149	52,931	54,784	55,469	57,133	57,419	58,567	58,713

Teaching experience	Level 2	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	43,299	43,948	45,486	46,055	47,437	47,674	48,627	48,749
2	45,734	46,420	48,045	48,646	50,105	50,356	51,363	51,491
3	48,180	48,903	50,615	51,248	52,785	53,049	54,110	54,245
4	50,611	51,370	53,168	53,833	55,448	55,725	56,840	56,982
5	53,054	53,850	55,735	56,432	58,125	58,416	59,584	59,733
6	55,492	56,324	58,295	59,024	60,795	61,099	62,321	62,477
7	57,929	58,798	60,856	61,617	63,466	63,783	65,059	65,222
8	60,369	61,275	63,420	64,213	66,139	66,470	67,799	67,968
9	62,792	63,734	65,965	66,790	68,794	69,138	70,521	70,697

Teaching experience	Level 3	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	48,524	49,252	50,976	51,613	53,161	53,427	54,496	54,632
2	50,917	51,681	53,490	54,159	55,784	56,063	57,184	57,327
3	53,318	54,118	56,012	56,712	58,413	58,705	59,879	60,029
4	55,720	56,556	58,535	59,267	61,045	61,350	62,577	62,733
5	58,121	58,993	61,058	61,821	63,676	63,994	65,274	65,437
6	60,526	61,434	63,584	64,379	66,310	66,642	67,975	68,145
7	62,914	63,858	66,093	66,919	68,927	69,272	70,657	70,834
8	65,313	66,293	68,613	69,471	71,555	71,913	73,351	73,534
9	67,740	68,756	71,162	72,052	74,214	74,585	76,077	76,267

Teaching experience	Level 4	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	59,416	60,307	62,418	63,198	65,094	65,419	66,727	66,894
2	62,380	63,316	65,532	66,351	68,342	68,684	70,058	70,233
3	65,360	66,340	68,662	69,520	71,606	71,964	73,403	73,587
4	68,324	69,349	71,776	72,673	74,853	75,227	76,732	76,924
5	71,292	72,361	74,894	75,830	78,105	78,496	80,066	80,266
6	74,266	75,380	78,018	78,993	81,363	81,770	83,405	83,614
7	77,231	78,389	81,133	82,147	84,611	85,034	86,735	86,952
8	80,211	81,414	84,263	85,316	87,875	88,314	90,080	90,305
9	83,179	84,427	87,382	88,474	91,128	91,584	93,416	93,650
10	86,122	87,414	90,473	91,604	94,352	94,824	96,720	96,962

Teaching experience	Level 5	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	64,544	65,512	67,805	68,653	70,713	71,067	72,488	72,669
2	67,440	68,452	70,848	71,734	73,886	74,255	75,740	75,929
3	70,339	71,394	73,893	74,817	77,062	77,447	78,996	79,193
4	73,233	74,331	76,933	77,895	80,232	80,633	82,246	82,452
5	76,134	77,276	79,981	80,981	83,410	83,827	85,504	85,718
6	79,037	80,223	83,031	84,069	86,591	87,024	88,764	88,986
7	81,934	83,163	86,074	87,150	89,765	90,214	92,018	92,248
8	84,828	86,100	89,114	90,228	92,935	93,400	95,268	95,506
9	87,720	89,036	92,152	93,304	96,103	96,584	98,516	98,762
10	90,615	91,974	95,193	96,383	99,274	99,770	101,765	102,019

Teaching experience	Level 6	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	68,267	69,291	71,716	72,612	74,790	75,164	76,667	76,859
2	71,161	72,228	74,756	75,690	77,961	78,351	79,918	80,118
3	74,066	75,177	77,808	78,781	81,144	81,550	83,181	83,389
4	76,964	78,118	80,852	81,863	84,319	84,741	86,436	86,652
5	79,854	81,052	83,889	84,938	87,486	87,923	89,681	89,905
6	82,752	83,993	86,933	88,020	90,661	91,114	92,936	93,168
7	85,651	86,936	89,979	91,104	93,837	94,306	96,192	96,432
8	88,555	89,883	93,029	94,192	97,018	97,503	99,453	99,702
9	91,445	92,817	96,066	97,267	100,185	100,686	102,700	102,957
10	94,236	95,650	98,998	100,235	103,242	103,758	105,833	106,098

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

Alberta

Department of Indigenous Services 12 month pay plan

Teaching experience	Level 1	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	38,894	39,477	40,859	41,370	42,611	42,824	43,680	43,789
2	41,026	41,641	43,098	43,637	44,946	45,171	46,074	46,189
3	43,144	43,791	45,324	45,891	47,268	47,504	48,454	48,575
4	45,277	45,956	47,564	48,159	49,604	49,852	50,849	50,976
5	47,397	48,108	49,792	50,414	51,926	52,186	53,230	53,363
6	49,523	50,266	52,025	52,675	54,255	54,526	55,617	55,756
7	51,651	52,426	54,261	54,939	56,587	56,870	58,007	58,152
8	53,777	54,584	56,494	57,200	58,916	59,211	60,395	60,546

Teaching experience	Level 2	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	43,531	44,184	45,730	46,302	47,691	47,929	48,888	49,010
2	46,248	46,942	48,585	49,192	50,668	50,921	51,939	52,069
3	48,971	49,706	51,446	52,089	53,652	53,920	54,998	55,135
4	51,687	52,462	54,298	54,977	56,626	56,909	58,047	58,192
5	54,407	55,223	57,156	57,870	59,606	59,904	61,102	61,255
6	57,124	57,981	60,010	60,760	62,583	62,896	64,154	64,314
7	59,844	60,742	62,868	63,654	65,564	65,892	67,210	67,378
8	62,561	63,499	65,721	66,543	68,539	68,882	70,260	70,436
9	65,284	66,263	68,582	69,439	71,522	71,880	73,318	73,501

Teaching experience	Level 3	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	50,908	51,672	53,481	54,150	55,775	56,054	57,175	57,318
2	53,614	54,418	56,323	57,027	58,738	59,032	60,213	60,364
3	56,332	57,177	59,178	59,918	61,716	62,025	63,266	63,424
4	59,054	59,940	62,038	62,813	64,697	65,020	66,320	66,486
5	61,769	62,696	64,890	65,701	67,672	68,010	69,370	69,543
6	64,495	65,462	67,753	68,600	70,658	71,011	72,431	72,612
7	67,211	68,219	70,607	71,490	73,635	74,003	75,483	75,672
8	69,922	70,971	73,455	74,373	76,604	76,987	78,527	78,723
9	72,656	73,746	76,327	77,281	79,599	79,997	81,597	81,801

Teaching experience	Level 4	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	58,876	59,759	61,851	62,624	64,503	64,826	66,123	66,288
2	62,130	63,062	65,269	66,085	68,068	68,408	69,776	69,950
3	65,382	66,363	68,686	69,545	71,631	71,989	73,429	73,613
4	68,646	69,676	72,115	73,016	75,206	75,582	77,094	77,287
5	71,901	72,980	75,534	76,478	78,772	79,166	80,749	80,951
6	75,152	76,279	78,949	79,936	82,334	82,746	84,401	84,612
7	78,407	79,583	82,368	83,398	85,900	86,330	88,057	88,277
8	81,665	82,890	85,791	86,863	89,469	89,916	91,714	91,943
9	84,927	86,201	89,218	90,333	93,043	93,508	95,378	95,616
10	88,190	89,513	92,646	93,804	96,618	97,101	99,043	99,291

Teaching experience	Level 5	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	62,106	63,038	65,244	66,060	68,042	68,382	69,750	69,924
2	65,415	66,396	68,720	69,579	71,666	72,024	73,464	73,648
3	68,708	69,739	72,180	73,082	75,274	75,650	77,163	77,356
4	72,001	73,081	75,639	76,584	78,882	79,276	80,862	81,064
5	75,305	76,435	79,110	80,099	82,502	82,915	84,573	84,784
6	78,605	79,784	82,576	83,608	86,116	86,547	88,278	88,499
7	81,903	83,132	86,042	87,118	89,732	90,181	91,985	92,215
8	85,196	86,474	89,501	90,620	93,339	93,806	95,682	95,921
9	88,489	89,816	92,960	94,122	96,946	97,431	99,380	99,628
10	91,780	93,157	96,417	97,622	100,551	101,054	103,075	103,333

Teaching experience	Level 6	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	65,791	66,778	69,115	69,979	72,078	72,438	73,887	74,072
2	69,091	70,127	72,581	73,488	75,693	76,071	77,592	77,786
3	72,391	73,477	76,049	77,000	79,310	79,707	81,301	81,504
4	75,689	76,824	79,513	80,507	82,922	83,337	85,004	85,217
5	78,985	80,170	82,976	84,013	86,533	86,966	88,705	88,927
6	82,284	83,518	86,441	87,522	90,148	90,599	92,411	92,642
7	85,585	86,869	89,909	91,033	93,764	94,233	96,118	96,358
8	88,877	90,210	93,367	94,534	97,370	97,857	99,814	100,064
9	92,171	93,554	96,828	98,038	100,979	101,484	103,514	103,773
10	95,162	96,589	99,970	101,220	104,257	104,778	106,874	107,141

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

- a. Year 1 (2021) increase: paid as a retroactive lump sum payment equal to a 1.50% economic increase of July 1, 2020, rates.
- b. Year 2 (2022) increases: paid as a retroactive lump sum payment equal to the year 1 increase plus a 3.50% economic increase and a 1.25% wage adjustment, for a compounded total increase of 6.366% of July 1, 2020, rates.
- c. Year 3 (2023) increases: paid as a retroactive lump sum payment equal to the year 1 and year 2 increases plus a 3.00% economic increase and a 0.5% pay line adjustment, for a compounded total increase of 10.104% of July 1, 2020, rates.

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

British Columbia

Department of Indigenous Services 12 month pay plan

Teaching experience	Level 1	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	44,277	44,941	46,514	47,095	48,508	48,751	49,726	49,850
2	46,567	47,266	48,920	49,532	51,018	51,273	52,298	52,429
3	48,857	49,590	51,326	51,968	53,527	53,795	54,871	55,008
4	51,144	51,911	53,728	54,400	56,032	56,312	57,438	57,582
5	53,436	54,238	56,136	56,838	58,543	58,836	60,013	60,163
6	55,727	56,563	58,543	59,275	61,053	61,358	62,585	62,741
7	58,016	58,886	60,947	61,709	63,560	63,878	65,156	65,319
8	60,308	61,213	63,355	64,147	66,071	66,401	67,729	67,898

Teaching experience	Level 2	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	48,169	48,892	50,603	51,236	52,773	53,037	54,098	54,233
2	50,419	51,175	52,966	53,628	55,237	55,513	56,623	56,765
3	52,675	53,465	55,336	56,028	57,709	57,998	59,158	59,306
4	54,927	55,751	57,702	58,423	60,176	60,477	61,687	61,841
5	57,183	58,041	60,072	60,823	62,648	62,961	64,220	64,381
6	59,432	60,323	62,434	63,214	65,110	65,436	66,745	66,912
7	61,690	62,615	64,807	65,617	67,586	67,924	69,282	69,455
8	63,941	64,900	67,172	68,012	70,052	70,402	71,810	71,990
9	66,197	67,190	69,542	70,411	72,523	72,886	74,344	74,530

Teaching experience	Level 3	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	53,542	54,345	56,247	56,950	58,659	58,952	60,131	60,281
2	56,599	57,448	59,459	60,202	62,008	62,318	63,564	63,723
3	59,654	60,549	62,668	63,451	65,355	65,682	66,996	67,163
4	62,709	63,650	65,878	66,701	68,702	69,046	70,427	70,603
5	65,761	66,747	69,083	69,947	72,045	72,405	73,853	74,038
6	68,822	69,854	72,299	73,203	75,399	75,776	77,292	77,485
7	71,868	72,946	75,499	76,443	78,736	79,130	80,713	80,915
8	74,922	76,046	78,708	79,692	82,083	82,493	84,143	84,353
9	77,980	79,150	81,920	82,944	85,432	85,859	87,576	87,795

Teaching experience	Level 4	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	57,574	58,438	60,483	61,239	63,076	63,391	64,659	64,821
2	60,727	61,638	63,795	64,592	66,530	66,863	68,200	68,371
3	63,881	64,839	67,108	67,947	69,985	70,335	71,742	71,921
4	67,035	68,041	70,422	71,302	73,441	73,808	75,284	75,472
5	70,190	71,243	73,737	74,659	76,899	77,283	78,829	79,026
6	73,337	74,437	77,042	78,005	80,345	80,747	82,362	82,568
7	76,483	77,630	80,347	81,351	83,792	84,211	85,895	86,110
8	79,641	80,836	83,665	84,711	87,252	87,688	89,442	89,666
9	82,789	84,031	86,972	88,059	90,701	91,155	92,978	93,210
10	85,941	87,230	90,283	91,412	94,154	94,625	96,518	96,759
11	89,094	90,430	93,595	94,765	97,608	98,096	100,058	100,308

Teaching experience	Level 5	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	61,806	62,733	64,929	65,741	67,713	68,052	69,413	69,587
2	65,264	66,243	68,562	69,419	71,502	71,860	73,297	73,480
3	68,721	69,752	72,193	73,095	75,288	75,664	77,177	77,370
4	72,176	73,259	75,823	76,771	79,074	79,469	81,058	81,261
5	75,633	76,767	79,454	80,447	82,860	83,274	84,939	85,151
6	79,090	80,276	83,086	84,125	86,649	87,082	88,824	89,046
7	82,549	83,787	86,720	87,804	90,438	90,890	92,708	92,940
8	86,001	87,291	90,346	91,475	94,219	94,690	96,584	96,825
9	89,458	90,800	93,978	95,153	98,008	98,498	100,468	100,719
10	92,910	94,304	97,605	98,825	101,790	102,299	104,345	104,606
11	96,373	97,819	101,243	102,509	105,584	106,112	108,234	108,505

Teaching experience	Level 6	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	66,857	67,860	70,235	71,113	73,246	73,612	75,084	75,272
2	70,138	71,190	73,682	74,603	76,841	77,225	78,770	78,967
3	73,419	74,520	77,128	78,092	80,435	80,837	82,454	82,660
4	76,691	77,841	80,565	81,572	84,019	84,439	86,128	86,343
5	79,962	81,161	84,002	85,052	87,604	88,042	89,803	90,028
6	83,244	84,493	87,450	88,543	91,199	91,655	93,488	93,722
7	86,518	87,816	90,890	92,026	94,787	95,261	97,166	97,409
8	89,794	91,141	94,331	95,510	98,375	98,867	100,844	101,096
9	93,069	94,465	97,771	98,993	101,963	102,473	104,522	104,783
10	96,349	97,794	101,217	102,482	105,556	106,084	108,206	108,477
11	99,627	101,121	104,660	105,968	109,147	109,693	111,887	112,167

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- a. Year 1 (2021) increase: paid as a retroactive lump sum payment equal to a 1.50% economic increase of July 1, 2020, rates.
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- c. Year 3 (2023) increases: paid as a retroactive lump sum payment equal to the year 1 and year 2 increases plus a 3.00% economic increase and a 0.5% pay line adjustment, for a compounded total increase of 10.104% of July 1, 2020, rates.

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

Effective following the implementation of the new National rates of pay, 10 month pay plan below and movement of incumbents on to the grid, delete the following pay tables:

- Annex “A1-2” – Ontario Teachers 10 month pay plan, Level 1
- Annex “A1-2” – Ontario Teachers 10 month pay plan, Level 2
- Annex “A1-2” – Ontario Teachers 10 month pay plan, Level 3
- Annex “A1-2” – Ontario Teachers 10 month pay plan, Level 4
- Annex “A1-2” – Ontario Teachers 10 month pay plan, Level 5
- Annex “A1-2” – Ontario Teachers 10 month pay plan, Level 6
- Annex “A1-2” – Alberta Teachers 10 month pay plan, Level 1
- Annex “A1-2” – Alberta Teachers 10 month pay plan, Level 2
- Annex “A1-2” – Alberta Teachers 10 month pay plan, Level 3
- Annex “A1-2” – Alberta Teachers 10 month pay plan, Level 4
- Annex “A1-2” – Alberta Teachers 10 month pay plan, Level 5
- Annex “A1-2” – Alberta Teachers 10 month pay plan, Level 6

Ontario

Teachers, Department of Indigenous Services 10 month pay plan

Teaching experience	Level 1	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/1/24
0	39,209	39,797	41,190	41,705	42,956	43,171	Restructure to National Rates of Pay, 10 month pay plan
1	42,346	42,981	44,485	45,041	46,392	46,624	
2	44,086	44,747	46,313	46,892	48,299	48,540	
3	45,820	46,507	48,135	48,737	50,199	50,450	
4	47,553	48,266	49,955	50,579	52,096	52,356	
5	49,300	50,040	51,791	52,438	54,011	54,281	
6	51,029	51,794	53,607	54,277	55,905	56,185	
7	52,762	53,553	55,427	56,120	57,804	58,093	
8	54,498	55,315	57,251	57,967	59,706	60,005	

Teaching experience	Level 2	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/1/24
0	44,163	44,825	46,394	46,974	48,383	48,625	Restructure to National Rates of Pay, 10 month pay plan
1	47,698	48,413	50,107	50,733	52,255	52,516	
2	50,176	50,929	52,712	53,371	54,972	55,247	
3	52,646	53,436	55,306	55,997	57,677	57,965	
4	55,116	55,943	57,901	58,625	60,384	60,686	
5	57,589	58,453	60,499	61,255	63,093	63,408	
6	60,057	60,958	63,092	63,881	65,797	66,126	
7	62,529	63,467	65,688	66,509	68,504	68,847	
8	65,008	65,983	68,292	69,146	71,220	71,576	
9	67,459	68,471	70,867	71,753	73,906	74,276	

Teaching experience	Level 3	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/1/24
0	46,151	46,843	48,483	49,089	50,562	50,815	Restructure to National Rates of Pay, 10 month pay plan
1	49,846	50,594	52,365	53,020	54,611	54,884	
2	52,575	53,364	55,232	55,922	57,600	57,888	
3	55,306	56,136	58,101	58,827	60,592	60,895	
4	58,037	58,908	60,970	61,732	63,584	63,902	
5	60,767	61,679	63,838	64,636	66,575	66,908	
6	63,495	64,447	66,703	67,537	69,563	69,911	
7	66,225	67,218	69,571	70,441	72,554	72,917	
8	68,958	69,992	72,442	73,348	75,548	75,926	
9	71,693	72,768	75,315	76,256	78,544	78,937	
10	74,415	75,531	78,175	79,152	81,527	81,935	

Teaching experience	Level 4	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/1/24
0	52,405	53,191	55,053	55,741	57,413	57,700	Restructure to National Rates of Pay, 10 month pay plan
1	56,597	57,446	59,457	60,200	62,006	62,316	
2	59,593	60,487	62,604	63,387	65,289	65,615	
3	62,581	63,520	65,743	66,565	68,562	68,905	
4	65,566	66,549	68,878	69,739	71,831	72,190	
5	68,566	69,594	72,030	72,930	75,118	75,494	
6	71,555	72,628	75,170	76,110	78,393	78,785	
7	74,543	75,661	78,309	79,288	81,667	82,075	
8	77,539	78,702	81,457	82,475	84,949	85,374	
9	80,526	81,734	84,595	85,652	88,222	88,663	
10	83,511	84,764	87,731	88,828	91,493	91,950	

Teaching experience	Level 5	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/1/24
0	54,835	55,658	57,606	58,326	60,076	60,376	Restructure to National Rates of Pay, 10 month pay plan
1	59,222	60,110	62,214	62,992	64,882	65,206	
2	62,230	63,163	65,374	66,191	68,177	68,518	
3	65,235	66,214	68,531	69,388	71,470	71,827	
4	68,244	69,268	71,692	72,588	74,766	75,140	
5	71,256	72,325	74,856	75,792	78,066	78,456	
6	74,256	75,370	78,008	78,983	81,352	81,759	
7	77,275	78,434	81,179	82,194	84,660	85,083	
8	80,283	81,487	84,339	85,393	87,955	88,395	
9	83,286	84,535	87,494	88,588	91,246	91,702	
10	86,309	87,604	90,670	91,803	94,557	95,030	

Teaching experience	Level 6	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/1/24
0	59,152	60,039	62,140	62,917	64,805	65,129	Restructure to National Rates of Pay, 10 month pay plan
1	63,888	64,846	67,116	67,955	69,994	70,344	
2	67,647	68,662	71,065	71,953	74,112	74,483	
3	71,423	72,494	75,031	75,969	78,248	78,639	
4	75,194	76,322	78,993	79,980	82,379	82,791	
5	78,967	80,152	82,957	83,994	86,514	86,947	
6	82,733	83,974	86,913	87,999	90,639	91,092	
7	86,506	87,804	90,877	92,013	94,773	95,247	
8	90,448	91,805	95,018	96,206	99,092	99,587	
9	94,036	95,447	98,788	100,023	103,024	103,539	
10	97,818	99,285	102,760	104,045	107,166	107,702	

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- c. Year 3 (2023) increases: paid as a retroactive lump sum payment equal to the year 1 and year 2 increases plus a 3.00% economic increase and a 0.5% pay line adjustment, for a compounded total increase of 10.104% of July 1, 2020, rates.

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

Alberta

Teachers, Department of Indigenous Services 10 month pay plan

Teaching experience	Level 1	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/1/24
0	35,681	36,216	37,484	37,953	39,092	39,287	Restructure to National Rates of Pay, 10 month pay plan
1	39,250	39,839	41,233	41,748	43,000	43,215	
2	41,397	42,018	43,489	44,033	45,354	45,581	
3	43,542	44,195	45,742	46,314	47,703	47,942	
4	45,680	46,365	47,988	48,588	50,046	50,296	
5	47,834	48,552	50,251	50,879	52,405	52,667	
6	49,979	50,729	52,505	53,161	54,756	55,030	
7	52,120	52,902	54,754	55,438	57,101	57,387	
8	54,258	55,072	57,000	57,713	59,444	59,741	

Teaching experience	Level 2	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/1/24
0	39,927	40,526	41,944	42,468	43,742	43,961	Restructure to National Rates of Pay, 10 month pay plan
1	43,922	44,581	46,141	46,718	48,120	48,361	
2	46,667	47,367	49,025	49,638	51,127	51,383	
3	49,417	50,158	51,914	52,563	54,140	54,411	
4	52,167	52,950	54,803	55,488	57,153	57,439	
5	54,906	55,730	57,681	58,402	60,154	60,455	
6	57,650	58,515	60,563	61,320	63,160	63,476	
7	60,390	61,296	63,441	64,234	66,161	66,492	
8	63,139	64,086	66,329	67,158	69,173	69,519	
9	65,874	66,862	69,202	70,067	72,169	72,530	

Teaching experience	Level 3	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/1/24
0	46,695	47,395	49,054	49,667	51,157	51,413	Restructure to National Rates of Pay, 10 month pay plan
1	51,366	52,136	53,961	54,636	56,275	56,556	
2	54,112	54,924	56,846	57,557	59,284	59,580	
3	56,861	57,714	59,734	60,481	62,295	62,606	
4	59,597	60,491	62,608	63,391	65,293	65,619	
5	62,350	63,285	65,500	66,319	68,309	68,651	
6	65,095	66,071	68,383	69,238	71,315	71,672	
7	67,836	68,854	71,264	72,155	74,320	74,692	
8	70,581	71,640	74,147	75,074	77,326	77,713	
9	73,319	74,419	77,024	77,987	80,327	80,729	

Teaching experience	Level 4	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/1/24
0	54,012	54,822	56,741	57,450	59,174	59,470	Restructure to National Rates of Pay, 10 month pay plan
1	59,413	60,304	62,415	63,195	65,091	65,416	
2	62,695	63,635	65,862	66,685	68,686	69,029	
3	65,979	66,969	69,313	70,179	72,284	72,645	
4	69,268	70,307	72,768	73,678	75,888	76,267	
5	72,560	73,648	76,226	77,179	79,494	79,891	
6	75,843	76,981	79,675	80,671	83,091	83,506	
7	79,134	80,321	83,132	84,171	86,696	87,129	
8	82,415	83,651	86,579	87,661	90,291	90,742	
9	85,706	86,992	90,037	91,162	93,897	94,366	
10	88,988	90,323	93,484	94,653	97,493	97,980	

Teaching experience	Level 5	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/1/24
0	56,975	57,830	59,854	60,602	62,420	62,732	Restructure to National Rates of Pay, 10 month pay plan
1	62,675	63,615	65,842	66,665	68,665	69,008	
2	66,000	66,990	69,335	70,202	72,308	72,670	
3	69,323	70,363	72,826	73,736	75,948	76,328	
4	72,647	73,737	76,318	77,272	79,590	79,988	
5	75,985	77,125	79,824	80,822	83,247	83,663	
6	79,307	80,497	83,314	84,355	86,886	87,320	
7	82,633	83,872	86,808	87,893	90,530	90,983	
8	85,953	87,242	90,295	91,424	94,167	94,638	
9	89,285	90,624	93,796	94,968	97,817	98,306	
10	92,606	93,995	97,285	98,501	101,456	101,963	

Teaching experience	Level 6	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/1/24
0	60,359	61,264	63,408	64,201	66,127	66,458	Restructure to National Rates of Pay, 10 month pay plan
1	66,393	67,389	69,748	70,620	72,739	73,103	
2	69,713	70,759	73,236	74,151	76,376	76,758	
3	73,045	74,141	76,736	77,695	80,026	80,426	
4	76,367	77,513	80,226	81,229	83,666	84,084	
5	79,699	80,894	83,725	84,772	87,315	87,752	
6	83,020	84,265	87,214	88,304	90,953	91,408	
7	86,349	87,644	90,712	91,846	94,601	95,074	
8	89,669	91,014	94,199	95,376	98,237	98,728	
9	92,997	94,392	97,696	98,917	101,885	102,394	
10	96,331	97,776	101,198	102,463	105,537	106,065	

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

- a. Year 1 (2021) increase: paid as a retroactive lump sum payment equal to a 1.50% economic increase of July 1, 2020, rates.
- b. Year 2 (2022) increases: paid as a retroactive lump sum payment equal to the year 1 increase plus a 3.50% economic increase and a 1.25% wage adjustment, for a compounded total increase of 6.366% of July 1, 2020, rates.
- c. Year 3 (2023) increases: paid as a retroactive lump sum payment equal to the year 1 and year 2 increases plus a 3.00% economic increase and a 0.5% pay line adjustment, for a compounded total increase of 10.104% of July 1, 2020, rates.

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Elementary and Secondary Teaching Sub-Group (ED-EST) annual rates of pay (in dollars) – National rates of pay, 10-month pay plan

Effective according to the dates determined by clause 1 b) of the new Appendix “K” Memorandum of Understanding with Respect to the Implementation of the Collective Agreement, the following pay table becomes the 10-month national rates of pay for ED-EST Teachers:

Table legend

Y) Effective January 1, 2024 – National Rates

D) Effective July 1, 2024

Z) Effective July 1, 2024 – Wage Adjustment

Teaching experience	Level 1 Y) 1/1/24	D) 1/7/24	Z) 1/7/24
0	43,171	44,034	44,144
1	46,624	47,556	47,675
2	48,540	49,511	49,635
3	50,450	51,459	51,588
4	52,356	53,403	53,537
5	54,281	55,367	55,505
6	56,185	57,309	57,452
7	58,093	59,255	59,403
8	60,005	61,205	61,358

Teaching experience	Level 2 Y) 1/1/24	D) 1/7/24	Z) 1/7/24
0	48,625	49,598	49,722
1	52,516	53,566	53,700
2	55,247	56,352	56,493
3	57,965	59,124	59,272
4	60,686	61,900	62,055
5	63,408	64,676	64,838
6	66,126	67,449	67,618
7	68,847	70,224	70,400
8	71,576	73,008	73,191
9	74,276	75,762	75,951

Teaching experience	Level 3 Y) 1/1/24	D) 1/7/24	Z) 1/7/24
0	51,413	52,441	52,572
1	56,556	57,687	57,831
2	59,580	60,772	60,924
3	62,606	63,858	64,018
4	65,619	66,931	67,098
5	68,651	70,024	70,199
6	71,672	73,105	73,288
7	74,692	76,186	76,376
8	77,713	79,267	79,465
9	80,729	82,344	82,550
10	81,935	83,574	83,783

Teaching experience	Level 4 Y) 1/1/24	D) 1/7/24	Z) 1/7/24
0	59,470	60,659	60,811
1	65,416	66,724	66,891
2	69,029	70,410	70,586
3	72,645	74,098	74,283
4	76,267	77,792	77,986
5	79,891	81,489	81,693
6	83,506	85,176	85,389
7	87,129	88,872	89,094
8	90,742	92,557	92,788
9	94,366	96,253	96,494
10	97,980	99,940	100,190

Teaching experience	Level 5 Y) 1/1/24	D) 1/7/24	Z) 1/7/24
0	62,732	63,987	64,147
1	69,008	70,388	70,564
2	72,670	74,123	74,308
3	76,328	77,855	78,050
4	79,988	81,588	81,792
5	83,663	85,336	85,549
6	87,320	89,066	89,289
7	90,983	92,803	93,035
8	94,638	96,531	96,772
9	98,306	100,272	100,523
10	101,963	104,002	104,262

Teaching experience	Level 6 Y) 1/1/24	D) 1/7/24	Z) 1/7/24
0	66,458	67,787	67,956
1	73,103	74,565	74,751
2	76,758	78,293	78,489
3	80,426	82,035	82,240
4	84,084	85,766	85,980
5	87,752	89,507	89,731
6	91,408	93,236	93,469
7	95,247	97,152	97,395
8	99,587	101,579	101,833
9	103,539	105,610	105,874
10	107,702	109,856	110,131

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

Effective following the implementation of the new National rates of pay, 10 month pay plan below and movement of incumbents on to the grid, delete the following pay tables:

- Annex “A1-2” – Ontario Principals 10 month pay plan, Level 1
- Annex “A1-2” – Ontario Principals 10 month pay plan, Level 2
- Annex “A1-2” – Alberta Principals 10 month pay plan, Level 1
- Annex “A1-2” – Alberta Principals 10 month pay plan, Level 2

Ontario

Table legend

- §) Effective July 1, 2020
- A) Effective July 1, 2021
- B) Effective July 1, 2022
- W) Effective July 1, 2022 - Wage Adjustment
- C) Effective July 1, 2023
- X) Effective July 1, 2023 - Pay Line Adjustment
- Y) Effective January 1, 2024

Principals, Department of Indigenous Services

Level 1

Effective date	Step 1	Step 2	Step 3	Step 4
§) July 1, 2020	97,157	101,045	105,087	109,288
A) July 1, 2021	98,614	102,561	106,663	110,927
B) July 1, 2022	102,065	106,151	110,396	114,809
W) July 1, 2022 - Wage Adjustment	103,341	107,478	111,776	116,244
C) July 1, 2023	106,441	110,702	115,129	119,731
X) July 1, 2023 - Pay Line Adjustment	106,973	111,256	115,705	120,330
Y) January 1, 2024	Restructure to National Rates of Pay, 10 month pay plan			

Level 2

Effective date	Step 1	Step 2	Step 3	Step 4
§) July 1, 2020	110,019	114,418	118,995	123,755
A) July 1, 2021	111,669	116,134	120,780	125,611
B) July 1, 2022	115,577	120,199	125,007	130,007
W) July 1, 2022 - Wage Adjustment	117,022	121,701	126,570	131,632
C) July 1, 2023	120,533	125,352	130,367	135,581
X) July 1, 2023 - Pay Line Adjustment	121,136	125,979	131,019	136,259
Y) January 1, 2024	Restructure to National Rates of Pay, 10 month pay plan			

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

- §) Effective July 1, 2020
- A) Effective July 1, 2021
- B) Effective July 1, 2022
- W) Effective July 1, 2022 - Wage Adjustment
- C) Effective July 1, 2023
- X) Effective July 1, 2023 - Pay Line Adjustment
- Y) Effective January 1, 2024

Principals, Department of Indigenous Services

Level 1

Effective date	Step 1	Step 2	Step 3	Step 4
§) July 1, 2020	92,873	96,586	100,451	104,468
A) July 1, 2021	94,266	98,035	101,958	106,035
B) July 1, 2022	97,565	101,466	105,527	109,746
W) July 1, 2022 - Wage Adjustment	98,785	102,734	106,846	111,118
C) July 1, 2023	101,749	105,816	110,051	114,452
X) July 1, 2023 - Pay Line Adjustment	102,258	106,345	110,601	115,024
Y) January 1, 2024	Restructure to National Rates of Pay, 10 month pay plan			

Level 2

Effective date	Step 1	Step 2	Step 3	Step 4
§) July 1, 2020	100,733	104,759	108,949	113,309
A) July 1, 2021	102,244	106,330	110,583	115,009
B) July 1, 2022	105,823	110,052	114,453	119,034
W) July 1, 2022 - Wage Adjustment	107,146	111,428	115,884	120,522
C) July 1, 2023	110,360	114,771	119,361	124,138
X) July 1, 2023 - Pay Line Adjustment	110,912	115,345	119,958	124,759
Y) January 1, 2024	Restructure to National Rates of Pay, 10 month pay plan			

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

- a. Year 1 (2021) increase (that is, “A”): paid as a retroactive lump sum payment equal to a 1.50% economic increase of July 1, 2020, rates.
- b. Year 2 (2022) increases (that is, “B” and “X”): paid as a retroactive lump sum payment equal to the year 1 increase plus a 3.50% economic increase and a 1.25% wage adjustment, for a compounded total increase of 6.366% of July 1, 2020, rates.
- c. Year 3 (2023) increases (that is, “C” and “Y”): paid as a retroactive lump sum payment equal to the year 1 and year 2 increases plus a 3.00% economic increase and a 0.5% pay line adjustment, for a compounded total increase of 10.104% of July 1, 2020, rates.

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Elementary and Secondary Teaching Sub-Group (ED-EST) annual rates of pay (in dollars) – National rates of pay, 10-month pay plan

Effective according to the dates determined by clause 1 b) of the new Appendix “K” – Memorandum of Understanding with respect to Implementation of the Collective Agreement, the following pay table becomes the 10-month national rates of pay for ED-EST Principals:

Table legend

- Y) Effective January 1, 2024 - National Rates
- D) Effective July 1, 2024
- Z) Effective July 1, 2024 - Wage Adjustment

Level 1

Effective date	Step 1	Step 2	Step 3	Step 4
Y) January 1, 2024 – National Rates	106,973	111,256	115,705	120,330
D) July 1, 2024	109,112	113,481	118,019	122,737
Z) July 1, 2024 – Wage Adjustment	109,385	113,765	118,314	123,044

Level 2

Effective date	Step 1	Step 2	Step 3	Step 4
Y) January 1, 2024 – National Rates	121,136	125,979	131,019	136,259
D) July 1, 2024	123,559	128,499	133,639	138,984
Z) July 1, 2024 – Wage Adjustment	123,868	128,820	133,973	139,331

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

Effective following the implementation of the new National rates of pay, 10 month pay plan below and movement of incumbents on to the grid, delete the following pay tables:

- Annex “A1-2” – Ontario Vice-principals 10 month pay plan, Level 1
- Annex “A1-2” – Ontario Vice-principals 10 month pay plan, Level 2
- Annex “A1-2” – Alberta Vice-principals 10 month pay plan, Level 1
- Annex “A1-2” – Alberta Vice-principals 10 month pay plan, Level 2

Ontario**Table legend**

- §) Effective July 1, 2020
- A) Effective July 1, 2021
- B) Effective July 1, 2022
- W) Effective July 1, 2022 - Wage Adjustment
- C) Effective July 1, 2023
- X) Effective July 1, 2023 - Pay Line Adjustment
- Y) Effective January 1, 2024

Vice-principals, Department of Indigenous Services

Level 1

Effective date	Step 1	Step 2	Step 3	Step 4
§) July 1, 2020	89,300	92,873	96,586	100,451
A) July 1, 2021	90,640	94,266	98,035	101,958
B) July 1, 2022	93,812	97,565	101,466	105,527
W) July 1, 2022 - Wage Adjustment	94,985	98,785	102,734	106,846
C) July 1, 2023	97,835	101,749	105,816	110,051
X) July 1, 2023 - Pay Line Adjustment	98,324	102,258	106,345	110,601
Y) January 1, 2024	Restructure to National Rates of Pay, 10 month pay plan			

Level 2

Effective date	Step 1	Step 2	Step 3	Step 4
§) July 1, 2020	102,158	106,244	110,496	114,916
A) July 1, 2021	103,690	107,838	112,153	116,640
B) July 1, 2022	107,319	111,612	116,078	120,722
W) July 1, 2022 - Wage Adjustment	108,660	113,007	117,529	122,231
C) July 1, 2023	111,920	116,397	121,055	125,898
X) July 1, 2023 - Pay Line Adjustment	112,480	116,979	121,660	126,527
Y) January 1, 2024	Restructure to National Rates of Pay, 10 month pay plan			

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

- a. Year 1 (2021) increase (i.e., “A”): paid as a retroactive lump sum payment equal to a 1.50% economic increase of July 1, 2020, rates.
- b. Year 2 (2022) increases (i.e., “B” and “X”): paid as a retroactive lump sum payment equal to the year 1 increase plus a 3.50% economic increase and a 1.25% wage adjustment, for a compounded total increase of 6.366% of July 1, 2020, rates.
- c. Year 3 (2023) increases (i.e., “C” and “Y”): paid as a retroactive lump sum payment equal to the year 1 and year 2 increases plus a 3.00% economic increase and a 0.5% pay line adjustment, for a compounded total increase of 10.104% of July 1, 2020, rates.

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

Alberta

Table legend

- §) Effective July 1, 2020
- A) Effective July 1, 2021
- B) Effective July 1, 2022
- W) Effective July 1, 2022 - Wage Adjustment
- C) Effective July 1, 2023
- X) Effective July 1, 2023 - Pay Line Adjustment
- Y) Effective January 1, 2024

Vice-principals, Department of Indigenous Services

Level 1

Effective date	Step 1	Step 2	Step 3	Step 4
§) July 1, 2020	87,158	90,642	94,268	98,039
A) July 1, 2021	88,465	92,002	95,682	99,510
B) July 1, 2022	91,561	95,222	99,031	102,993
W) July 1, 2022 - Wage Adjustment	92,706	96,412	100,269	104,280
C) July 1, 2023	95,487	99,304	103,277	107,408
X) July 1, 2023 - Pay Line Adjustment	95,964	99,801	103,793	107,945
Y) January 1, 2024	Restructure to National Rates of Pay, 10 month pay plan			

Level 2

Effective date	Step 1	Step 2	Step 3	Step 4
§) July 1, 2020	96,444	100,303	104,312	108,488
A) July 1, 2021	97,891	101,808	105,877	110,115
B) July 1, 2022	101,317	105,371	109,583	113,969
W) July 1, 2022 - Wage Adjustment	102,583	106,688	110,953	115,394
C) July 1, 2023	105,660	109,889	114,282	118,856
X) July 1, 2023 - Pay Line Adjustment	106,188	110,438	114,853	119,450
Y) January 1, 2024	Restructure to National Rates of Pay, 10 month pay plan			

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

- a. Year 1 (2021) increase (i.e., “A”): paid as a retroactive lump sum payment equal to a 1.50% economic increase of July 1, 2020, rates.
- b. Year 2 (2022) increases (i.e., “B” and “X”): paid as a retroactive lump sum payment equal to the year 1 increase plus a 3.50% economic increase and a 1.25% wage adjustment, for a compounded total increase of 6.366% of July 1, 2020, rates.
- c. Year 3 (2023) increases (i.e., “C” and “Y”): paid as a retroactive lump sum payment equal to the year 1 and year 2 increases plus a 3.00% economic increase and a 0.5% pay line adjustment, for a compounded total increase of 10.104% of July 1, 2020, rates.

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Elementary and Secondary Teaching Sub-Group (ED-EST) annual rates of pay (in dollars) – National rates of pay, 10-month pay plan

Effective according to the dates determined by clause 1 b) of the new Appendix “K” – Memorandum of Understanding with respect to Implementation of the Collective

Agreement, the following pay table becomes the 10-month national rates of pay for ED-EST Vice-principals:

Table legend

- Y) Effective January 1, 2024 - National Rates
- D) Effective July 1, 2024
- Z) Effective July 1, 2024 - Wage Adjustment

Level 1

Effective date	Step 1	Step 2	Step 3	Step 4
Y) January 1, 2024 – National Rates	98,324	102,258	106,345	110,601
D) July 1, 2024	100,290	104,303	108,472	112,813
Z) July 1, 2024 – Wage Adjustment	100,541	104,564	108,743	113,095

Level 2

Effective date	Step 1	Step 2	Step 3	Step 4
Y) January 1, 2024 – National Rates	112,480	116,979	121,660	126,527
D) July 1, 2024	114,730	119,319	124,093	129,058
Z) July 1, 2024 – Wage Adjustment	115,017	119,617	124,403	129,381

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

1. Any service rendered by an employee on duties classified in the Education (ED) group shall be used in determining the employee’s increment step on the EST pay grids.
2. Notwithstanding Pay Note 6, an employee is entitled to be paid at the rate of pay on the pay grid for the appropriate region set forth in Schedules “A1,” or “A1-2” as determined by his or her education, professional certification and experience. In addition, employees at these levels are entitled to the appropriate allowance provided in Article 49.
3. The rates of pay in appendix “A1,” and “A1-2” shall be implemented as indicated therein.
4. A teacher in the Department of Indigenous Services who commences a new school year in the month of July or the month of August is entitled to be paid from the commencement of his or her school year at the rate of pay that becomes effective at the commencement of the school year, including the applicable increment provided he or she has given satisfactory service.
5. The Employer will pay teachers of the Department of Indigenous Services on a biweekly basis.

**

Effective July 1, 2023, Pay Note 6 (Transitional provision) is deleted from the collective agreement. For greater certainty, both Pay Note 6 and this transitional language will be removed upon signature of the subsequent collective agreement.

6. Transitional provision

The restructure of regional ED-EST 10-month annual rates of pay to national ED-EST

12-month rates of pay for teachers in Correctional Service of Canada, the Department of National Defence or the Department of Fisheries and Oceans, will be effective according to the dates determined by clause 2a)(ii) of the new appendix “K” Memorandum of Understanding with respect to Implementation of the Collective Agreement. Notwithstanding years of experience, eligible employees are to be paid at the rate in the new pay grid that is closest to without a reduction of pay to the salary they were paid on the day prior to the effective date. After this initial movement to the new pay rates, an employee will continue their progression through teaching experience levels as per Pay Note 19.

7. Rates of pay on promotion, transfer or demotion of an employee

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

Explanatory note

8. The following qualifications are required for placement of an employee at the various levels of the teachers’ education-experience grid:
 - a. Level one: for placement at this level, an employee must have:
Teaching certificate
 - b. Level two: for placement at this level, an employee must have:
Teaching certificate plus one (1) additional year of teacher education
 - c. Level three: for placement at this level, an employee must have:
Teaching certificate plus two (2) additional years of teacher education
 - d. Level four: for placement at this level, an employee must have:
Teaching certificate plus three (3) additional years of teacher education
 - e. Level five: for placement at this level, an employee must have:
Teaching certificate plus four (4) additional years of teacher education

- f. Level six: for placement at this level, an employee must have:

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

9. This applies to teachers in the Department of Indigenous Services. The following professional certification and academic qualifications are required for placement of an employee at the various levels of the principals and vice-principals education-experience grid:

Vice-principal and principal professional certification

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

Vice-principal and principal academic qualifications

- a. Level one: for placement at this level, an employee must have:
- a. at a minimum, a Bachelor's degree in Education and current teacher certification issued by the Ministry of Education or College of Teachers of the province in which the school is located.
- b. Level two: for placement at this level, an employee must have:
- a. Master's degree in Education and current teacher certification issued by the Ministry of Education or College of Teachers of the province in which the school is located that included a principal qualification on the teaching certificate where such is required by provincial regulation.
10. **“Teacher education”** refers to successfully completed years of university study recognized by a Canadian university, or teacher training after matriculation which must include one year of study leading to the granting of a recognized teaching certificate. This clause does not apply to teachers on staff prior to the signing of this agreement, unless a teacher requests a re-evaluation of his scholarship.
11. **“Teaching certificate”** refers to successfully completed training to obtain a teaching certificate in an university and recognized by provincial authorities of the province, territory, or provincial school unit within the geographic area in which the school is located. In circumstances where the educational program leading to the granting of a teaching certificate is more than one year, the additional year(s) will count towards teacher education.
12. For the purpose of the placement of an employee at a level on the teacher's education-experience grid, the Employer will give full credit for the years of teacher education, and teacher certificates recognized by provincial authorities of the province, territory, or provincial school unit within the geographic area in which the school is located.
13. Notwithstanding Pay Note 8, the placement of a Technical and Vocational Teacher

employed at Correctional Service Canada (CSC) on the teachers' education-experience grid will be according to a "Reference Grid" which provides level equivalencies between the ED-EST levels at CSC and those in provincial jurisdictions.

14. The Employer agrees that, where prior to December 29, 1998, Correctional Service of Canada has taken the initiative of placing an ED-EST employee higher on the salary grid than the employee should have been placed, according to his or her qualifications as defined in the collective agreement at the time of such placement, this Correctional Service of Canada initiated placement will not be revisited.
15. Notwithstanding the preceding paragraph and other provisions of this agreement, where an employee has been placed on the grid at a higher level than warranted, the employee will not be able to avail himself or herself of the provisions governing the progression to a higher level on the salary grid until the employee meets the requirements of the level in which he or she is presently placed.
16. Where the Employer requests an evaluation of an employee's qualifications, the cost of the evaluation itself will be at the expense of the Employer, and any costs associated with supplying necessary documentation will be borne by the Employer. Where the evaluation is initiated by the employee, all costs will be borne by the employee.
17. It is the employee's responsibility to submit to the Employer within ninety (90) days following the date on which he or she enters the public service all documents that will establish his or her rate of pay. No retroactive changes shall be made to his or her rate of pay after the prescribed ninety (90) day deadline.

18. Credit for previous experience

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

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

Previous experience as a teacher aide

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

Previous experience: vocational teacher

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

19. Changes in rates of pay after appointment

- a. After appointment, an employee on a school year will be granted annual increments at commencement of the school year provided the employee has been on duty at least six (6) months since the last increment or since appointment and has given satisfactory service.
 - b. Subject to satisfactory performance of duties, an employee on a twelve (12) month work year will be granted annual increments on the anniversary date of an employee's most recent appointment.
 - c. It is up to the employee to submit to the Employer the documents proving that he or she has higher educational qualifications than those of the education level in which he or she is being paid, within six (6) months following the date of issuance of the official transcript of such additional qualifications. The employee shall be granted retroactive pay, if he or she meets the requirements, either from the date of issuance of the official transcript of additional qualifications if it is submitted within six (6) months or from the date the official transcript was submitted to the Employer, in all other cases.
20. In applying the new rates of pay, an employee retains his step in the pay grid except as provided in Note 19 above.
21. An employee who does not meet the requirements of Level One is placed at the step corresponding to his or her experience and is given the rate of pay of Level One minus five hundred dollars (\$500.00).
22. Notwithstanding Pay Note 2, a part-time employee who works during the school year, as defined in clause 44.01, is granted an annual increment when he or she has received pay equivalent to six (6) months of work as a full-time employee. In order to benefit from subsequent increments, an employee must have received pay equivalent to the number of days of work of a full-time employee as prescribed in clause 44.01.
23. Where an existing employee would be negatively impacted by placement on the Education-Experience grid, under the changes to the pay notes, he or she would be salary protected at their current level.

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

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

Education Level 3 (Bachelor's)

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

Education Level 4 (Bachelor's + 1)

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

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

Education Level 5 (Bachelor's + 2)

- a. This level requires an Honour's Bachelor's or equivalent degree recognized by a Canadian university, plus one (1) further year of teacher education as defined in Note 10.
or
- b. A Bachelor's or equivalent degree recognized by a Canadian university plus two (2) further years of teacher education as defined in Note 10.

Education Level 6 (Bachelor's + 3)

- a. This level requires an Honour's Bachelor's or equivalent degree, recognized by a Canadian university plus two (2) further years of teacher education as defined in Note 10.
or
- b. A Bachelor's or equivalent degree recognized by a Canadian university plus three (3) further years of teacher education as defined in Note 10.

**

Effective January 1, 2024, implement national rates for 10-month principals, vice-principals and teachers (ED-EST) as follows:

25. National rates

The restructure of regional ED-EST 10-month annual rates of pay to national ED-EST rates of pay for principals, vice-principals and teachers, effective according to the dates determined by clause 1.b) of the new appendix "K" Memorandum of Understanding with Respect to the Implementation of the Collective Agreement. Notwithstanding years of experience, eligible employees are to be paid at the rate in the new pay grid that is closest to without a reduction of pay to the salary they were paid on the day prior to the effective date. After this initial movement to the new pay rates, an employee will continue their progression through teaching experience levels as per Pay Note 19. The implementation of these adjustments will be made in accordance with the implementation timelines as per appendix "K" Memorandum of Understanding with Respect to the Implementation of the Collective Agreement

Miscellaneous

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

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

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

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

Annex “A2”**Language Teaching Sub-Group (ED-LAT) annual rates of pay (in dollars)**

The salary to be paid employees at levels ED-LAT-01 and 02 shall be determined as follows:

Language Teaching 1: employees will receive the rate on the grid determined by their education and experience

Teaching experience	Level 1	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	47,528	48,241	49,929	50,553	52,070	52,330	53,377	53,510
2	49,630	50,374	52,137	52,789	54,373	54,645	55,738	55,877
3	51,746	52,522	54,360	55,040	56,691	56,974	58,113	58,258
4	53,869	54,677	56,591	57,298	59,017	59,312	60,498	60,649
5	55,975	56,815	58,804	59,539	61,325	61,632	62,865	63,022
6	58,091	58,962	61,026	61,789	63,643	63,961	65,240	65,403
7	60,206	61,109	63,248	64,039	65,960	66,290	67,616	67,785
8	62,328	63,263	65,477	66,295	68,284	68,625	69,998	70,173
9	64,429	65,395	67,684	68,530	70,586	70,939	72,358	72,539
10	66,548	67,546	69,910	70,784	72,908	73,273	74,738	74,925
11	68,659	69,689	72,128	73,030	75,221	75,597	77,109	77,302
12	70,785	71,847	74,362	75,292	77,551	77,939	79,498	79,697

Teaching experience	Level 2	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	53,732	54,538	56,447	57,153	58,868	59,162	60,345	60,496
2	56,012	56,852	58,842	59,578	61,365	61,672	62,905	63,062
3	58,285	59,159	61,230	61,995	63,855	64,174	65,457	65,621
4	60,567	61,476	63,628	64,423	66,356	66,688	68,022	68,192
5	62,846	63,789	66,022	66,847	68,852	69,196	70,580	70,756
6	65,118	66,095	68,408	69,263	71,341	71,698	73,132	73,315
7	67,401	68,412	70,806	71,691	73,842	74,211	75,695	75,884
8	69,672	70,717	73,192	74,107	76,330	76,712	78,246	78,442
9	71,950	73,029	75,585	76,530	78,826	79,220	80,804	81,006
10	74,229	75,342	77,979	78,954	81,323	81,730	83,365	83,573
11	76,504	77,652	80,370	81,375	83,816	84,235	85,920	86,135
12	78,785	79,967	82,766	83,801	86,315	86,747	88,482	88,703
13	81,059	82,275	85,155	86,219	88,806	89,250	91,035	91,263

Teaching experience	Level 3	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	56,762	57,613	59,629	60,374	62,185	62,496	63,746	63,905
2	59,035	59,921	62,018	62,793	64,677	65,000	66,300	66,466
3	61,310	62,230	64,408	65,213	67,169	67,505	68,855	69,027
4	63,593	64,547	66,806	67,641	69,670	70,018	71,418	71,597
5	65,865	66,853	69,193	70,058	72,160	72,521	73,971	74,156
6	68,147	69,169	71,590	72,485	74,660	75,033	76,534	76,725
7	70,425	71,481	73,983	74,908	77,155	77,541	79,092	79,290
8	72,700	73,791	76,374	77,329	79,649	80,047	81,648	81,852
9	74,980	76,105	78,769	79,754	82,147	82,558	84,209	84,420
10	77,256	78,415	81,160	82,175	84,640	85,063	86,764	86,981
11	79,533	80,726	83,551	84,595	87,133	87,569	89,320	89,543
12	81,808	83,035	85,941	87,015	89,625	90,073	91,874	92,104
13	84,086	85,347	88,334	89,438	92,121	92,582	94,434	94,670

Teaching experience	Level 4	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	60,514	61,422	63,572	64,367	66,298	66,629	67,962	68,132
2	62,910	63,854	66,089	66,915	68,922	69,267	70,652	70,829
3	65,320	66,300	68,621	69,479	71,563	71,921	73,359	73,542
4	67,715	68,731	71,137	72,026	74,187	74,558	76,049	76,239
5	70,115	71,167	73,658	74,579	76,816	77,200	78,744	78,941
6	72,515	73,603	76,179	77,131	79,445	79,842	81,439	81,643
7	74,919	76,043	78,705	79,689	82,080	82,490	84,140	84,350
8	77,318	78,478	81,225	82,240	84,707	85,131	86,834	87,051
9	79,717	80,913	83,745	84,792	87,336	87,773	89,528	89,752
10	82,121	83,353	86,270	87,348	89,968	90,418	92,226	92,457
11	84,524	85,792	88,795	89,905	92,602	93,065	94,926	95,163
12	86,925	88,229	91,317	92,458	95,232	95,708	97,622	97,866
13	89,324	90,664	93,837	95,010	97,860	98,349	100,316	100,567

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

- a. Year 1 (2021) increase: paid as a retroactive lump sum payment equal to a 1.50% economic increase of July 1, 2020, rates.
- b. Year 2 (2022) increases: paid as a retroactive lump sum payment equal to the year 1 increase plus a 3.50% economic increase and a 1.25% wage adjustment, for a compounded total increase of 6.366% of July 1, 2020, rates.

- c. Year 3 (2023) increases: paid as a retroactive lump sum payment equal to the year 1 and year 2 increases plus a 3.00% economic increase and a 0.5% pay line adjustment, for a compounded total increase of 10.104% of July 1, 2020, rates.

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

Teaching experience	Level 1	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	53,215	54,013	55,903	56,602	58,300	58,592	59,764	59,913
2	55,322	56,152	58,117	58,843	60,608	60,911	62,129	62,284
3	57,431	58,292	60,332	61,086	62,919	63,234	64,499	64,660
4	59,553	60,446	62,562	63,344	65,244	65,570	66,881	67,048
5	61,662	62,587	64,778	65,588	67,556	67,894	69,252	69,425
6	63,778	64,735	67,001	67,839	69,874	70,223	71,627	71,806
7	65,895	66,883	69,224	70,089	72,192	72,553	74,004	74,189
8	68,015	69,035	71,451	72,344	74,514	74,887	76,385	76,576
9	70,119	71,171	73,662	74,583	76,820	77,204	78,748	78,945
10	72,236	73,320	75,886	76,835	79,140	79,536	81,127	81,330
11	74,346	75,461	78,102	79,078	81,450	81,857	83,494	83,703
12	76,474	77,621	80,338	81,342	83,782	84,201	85,885	86,100

Teaching experience	Level 2	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	59,418	60,309	62,420	63,200	65,096	65,421	66,729	66,896
2	61,698	62,623	64,815	65,625	67,594	67,932	69,291	69,464
3	63,972	64,932	67,205	68,045	70,086	70,436	71,845	72,025
4	66,252	67,246	69,600	70,470	72,584	72,947	74,406	74,592
5	68,534	69,562	71,997	72,897	75,084	75,459	76,968	77,160
6	70,808	71,870	74,385	75,315	77,574	77,962	79,521	79,720
7	73,090	74,186	76,783	77,743	80,075	80,475	82,085	82,290
8	75,360	76,490	79,167	80,157	82,562	82,975	84,635	84,847
9	77,638	78,803	81,561	82,581	85,058	85,483	87,193	87,411
10	79,915	81,114	83,953	85,002	87,552	87,990	89,750	89,974
11	82,194	83,427	86,347	87,426	90,049	90,499	92,309	92,540
12	84,473	85,740	88,741	89,850	92,546	93,009	94,869	95,106
13	86,745	88,046	91,128	92,267	95,035	95,510	97,420	97,664

Teaching experience	Level 3	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	62,449	63,386	65,605	66,425	68,418	68,760	70,135	70,310
2	64,724	65,695	67,994	68,844	70,909	71,264	72,689	72,871
3	66,998	68,003	70,383	71,263	73,401	73,768	75,243	75,431
4	69,280	70,319	72,780	73,690	75,901	76,281	77,807	78,002
5	71,554	72,627	75,169	76,109	78,392	78,784	80,360	80,561
6	73,833	74,940	77,563	78,533	80,889	81,293	82,919	83,126
7	76,112	77,254	79,958	80,957	83,386	83,803	85,479	85,693
8	78,388	79,564	82,349	83,378	85,879	86,308	88,034	88,254
9	80,665	81,875	84,741	85,800	88,374	88,816	90,592	90,818
10	82,944	84,188	87,135	88,224	90,871	91,325	93,152	93,385
11	85,222	86,500	89,528	90,647	93,366	93,833	95,710	95,949
12	87,493	88,805	91,913	93,062	95,854	96,333	98,260	98,506
13	89,776	91,123	94,312	95,491	98,356	98,848	100,825	101,077

Teaching experience	Level 4	1/7/21	1/7/22	1/7/22	1/7/23	1/7/23	1/7/24	1/7/24
1	66,201	67,194	69,546	70,415	72,527	72,890	74,348	74,534
2	68,600	69,629	72,066	72,967	75,156	75,532	77,043	77,236
3	71,008	72,073	74,596	75,528	77,794	78,183	79,747	79,946
4	73,404	74,505	77,113	78,077	80,419	80,821	82,437	82,643
5	75,807	76,944	79,637	80,632	83,051	83,466	85,135	85,348
6	78,202	79,375	82,153	83,180	85,675	86,103	87,825	88,045
7	80,605	81,814	84,677	85,735	88,307	88,749	90,524	90,750
8	83,009	84,254	87,203	88,293	90,942	91,397	93,225	93,458
9	85,406	86,687	89,721	90,843	93,568	94,036	95,917	96,157
10	87,810	89,127	92,246	93,399	96,201	96,682	98,616	98,863
11	90,212	91,565	94,770	95,955	98,834	99,328	101,315	101,568
12	92,612	94,001	97,291	98,507	101,462	101,969	104,008	104,268
13	95,010	96,435	99,810	101,058	104,090	104,610	106,702	106,969

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

- a. Year 1 (2021) increase: paid as a retroactive lump sum payment equal to a 1.50% economic increase of July 1, 2020, rates.
- b. Year 2 (2022) increases: paid as a retroactive lump sum payment equal to the year 1 increase plus a 3.50% economic increase and a 1.25% wage adjustment, for a compounded total increase of 6.366% of July 1, 2020, rates.

- c. Year 3 (2023) increases: paid as a retroactive lump sum payment equal to the year 1 and year 2 increases plus a 3.00% economic increase and a 0.5% pay line adjustment, for a compounded total increase of 10.104% of July 1, 2020, rates.

ED-LAT Sub-Group pay notes

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

4. Education levels

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

Education Level 1 (B.A.)

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

Education Level 2 (B.A. + 1)

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

Education Level 3 (B.A. + 2)

- a. This level requires an Honour's Bachelor's or equivalent degree recognized by a Canadian university, plus one (1) further year of teacher education as defined in Note 6.
- or
- b. A Bachelor's or equivalent degree recognized by a Canadian university plus two (2) further years of teacher education as defined in Note 6.

Education Level 4 (B.A. + 3)

- a. This level requires an Honour's Bachelor's or equivalent degree, recognized by a Canadian university plus two (2) further years of teacher education as defined in Note 6.
- b. A Bachelor's or equivalent degree recognized by a Canadian university plus three (3) further years of teacher education as defined in Note 6.

5. Experience

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

Credit for previous experience

- b. A full year of experience prior to appointment will be allowed for any of the following:
 - i. any full academic year at an establishment, recognized or accredited by a school board or provincial Department of Education, that is, eight (8) months (university teaching), ten (10) months (elementary and secondary school teaching) or eleven (11) to twelve (12) months (government teaching or a recognized commercial school);
 - ii. any portion of an academic year of six (6) months or more;
 - iii. any portion of any academic year, in whole months, which is not already credited in subclause 5(b)(i), at an establishment recognized and

- accredited by a school board or provincial Department of Education, which totals 6 to 12 months;
- iv. second language teaching at night school or on some other part-time basis in the amount of four hundred (400) hours at an establishment recognized and accredited by a school board or provincial Department of Education;
 - v. for teaching experience acquired abroad, the employee must provide an equivalency certificate from an establishment recognized or accredited by a school board or provincial Department of Education as defined in (i), (ii), (iii) and (iv);

provided that, in all cases, no more than one (1) full year is credited during a twelve (12)-month calendar year.

6. **Miscellaneous**

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

- a. A year of study resulting in a recognized teaching certificate or diploma.
 - b. A year of university study, completion of which is officially certified by an educational establishment.
7. An employee appointed to a position in the Language-Teaching Sub-Group prior to November 22, 1988, will not have his or her Education Level lowered solely by the application of pay notes 4 and 6 to Annex "A2".

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

Annex “A3”**Education Services Sub-Group (ED-EDS) annual rates of pay (in dollars)****Table legend**

- \$) Effective July 1, 2020
- A) Effective July 1, 2021
- B) Effective July 1, 2022
- X) Effective July 1, 2022 - Wage Adjustment
- C) Effective July 1, 2023
- Y) Effective July 1, 2023 - Pay Line Adjustment
- D) Effective July 1, 2024
- Z) Effective July 1, 2024 - Wage Adjustment

EDS-1

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) July 1, 2020	70,954	74,658	77,339	80,017	82,698
A) July 1, 2021¹	72,018	75,778	78,499	81,217	83,938
B) July 1, 2022¹	74,539	78,430	81,246	84,060	86,876
X) July 1, 2022 - Wage Adjustment	75,471	79,410	82,262	85,111	87,962
C) July 1, 2023¹	77,735	81,792	84,730	87,664	90,601
Y) July 1, 2023 - Pay Line Adjustment	78,124	82,201	85,154	88,102	91,054
D) July 1, 2024	79,686	83,845	86,857	89,864	92,875
Z) July 1, 2024 - Wage Adjustment	79,885	84,055	87,074	90,089	93,107

EDS-2

Effective date	Step 1	Step 2	Step 3
\$) July 1, 2020	85,010	87,680	90,327
A) July 1, 2021¹	86,285	88,995	91,682
B) July 1, 2022¹	89,305	92,110	94,891
X) July 1, 2022 - Wage Adjustment	90,421	93,261	96,077
C) July 1, 2023¹	93,134	96,059	98,959
Y) July 1, 2023 - Pay Line Adjustment	93,600	96,539	99,454
D) July 1, 2024	95,472	98,470	101,443
Z) July 1, 2024 - Wage Adjustment	95,711	98,716	101,697

EDS-3

Effective date	Step 1	Step 2	Step 3
§) July 1, 2020	90,726	93,591	96,441
A) July 1, 2021	92,087	94,995	97,888
B) July 1, 2022	95,310	98,320	101,314
X) July 1, 2022 - Wage Adjustment	96,501	99,549	102,580
C) July 1, 2023	99,396	102,535	105,657
Y) July 1, 2023 – Pay Line Adjustment	99,893	103,048	106,185
D) July 1, 2024	101,891	105,109	108,309
Z) July 1, 2024 - Wage Adjustment	102,146	105,372	108,580

EDS-4

Effective date	Step 1	Step 2	Step 3
§) July 1, 2020	97,284	100,230	103,172
A) July 1, 2021 ¹	98,743	101,733	104,720
B) July 1, 2022	102,199	105,294	108,385
X) July 1, 2022 - Wage Adjustment	103,476	106,610	109,740
C) July 1, 2023	106,580	109,808	113,032
Y) July 1, 2023 – Pay Line Adjustment	107,113	110,357	113,597
D) July 1, 2024	109,255	112,564	115,869
Z) July 1, 2024 - Wage Adjustment	109,528	112,845	116,159

EDS-5

Effective date	Step 1	Step 2	Step 3
§) July 1, 2020	104,862	108,085	111,273
A) July 1, 2021 ¹	106,435	109,706	112,942
B) July 1, 2022	110,160	113,546	116,895
X) July 1, 2022 - Wage Adjustment	111,537	114,965	118,356
C) July 1, 2023 ¹	114,883	118,414	121,907
Y) July 1, 2023 – Pay Line Adjustment	115,457	119,006	122,517
D) July 1, 2024	117,766	121,386	124,967
Z) July 1, 2024 - Wage Adjustment	118,060	121,689	125,279

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

- a. Year 1 (2021) increase (that is, “A”): paid as a retroactive lump sum payment equal to a 1.50% economic increase of July 1, 2020, rates.
- b. Year 2 (2022) increases (that is, “B” and “X”): paid as a retroactive lump sum payment equal to the year 1 increase plus a 3.50% economic increase and a 1.25% wage adjustment, for a compounded total increase of 6.366% of July 1, 2020, rates.

- c. Year 3 (2023) increases (that is, “C” and “Y”): paid as a retroactive lump sum payment equal to the year 1 and year 2 increases plus a 3.00% economic increase and a 0.5% pay line adjustment, for a compounded total increase of 10.104% of July 1, 2020, rates.

ED-EDS Sub-Group pay notes

Pay increment for full-time and part-time employees

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

Annex “A4”**Library Science Group (LS) annual rates of pay (in dollars)****Table legend**

- \$) Effective July 1, 2020
- A) Effective July 1, 2021
- B) Effective July 1, 2022
- X) Effective July 1, 2022 - Wage Adjustment
- C) Effective July 1, 2023
- Y) Effective July 1, 2023 - Sub-group specific adjustment
- D) Effective July 1, 2024
- Z) Effective July 1, 2024 - Wage Adjustment

LS-1

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$) July 1, 2020	64,907	66,917	68,929	70,940	72,947	74,959	76,970	78,982
A) July 1, 2021	65,881	67,921	69,963	72,004	74,041	76,083	78,125	80,167
B) July 1, 2022	68,187	70,298	72,412	74,524	76,632	78,746	80,859	82,973
X) July 1, 2022 - Wage Adjustment	69,039	71,177	73,317	75,456	77,590	79,730	81,870	84,010
C) July 1, 2023	71,110	73,312	75,517	77,720	79,918	82,122	84,326	86,530
Y) July 1, 2023 - Sub-group specific adjustment	71,821	74,045	76,272	78,497	80,717	82,943	85,169	87,395
D) July 1, 2024	73,257	75,526	77,797	80,067	82,331	84,602	86,872	89,143
Z) July 1, 2024 - Wage Adjustment	73,440	75,715	77,991	80,267	82,537	84,814	87,089	89,366

LS-2

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
\$) July 1, 2020	71,775	74,142	76,511	78,870	81,385
A) July 1, 2021	72,852	75,254	77,659	80,053	82,606
B) July 1, 2022	75,402	77,888	80,377	82,855	85,497
X) July 1, 2022 - Wage Adjustment	76,345	78,862	81,382	83,891	86,566
C) July 1, 2023	78,635	81,228	83,823	86,408	89,163
Y) July 1, 2023 - Sub-group specific adjustment	79,421	82,040	84,661	87,272	90,055
D) July 1, 2024	81,009	83,681	86,354	89,017	91,856
Z) July 1, 2024 - Wage Adjustment	81,212	83,890	86,570	89,240	92,086

LS-3

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
§) July 1, 2020	83,960	86,661	89,352	92,051	94,746
A) July 1, 2021	85,219	87,961	90,692	93,432	96,167
B) July 1, 2022	88,202	91,040	93,866	96,702	99,533
X) July 1, 2022 - Wage Adjustment	89,305	92,178	95,039	97,911	100,777
C) July 1, 2023	91,984	94,943	97,890	100,848	103,800
Y) July 1, 2023 - Sub-group specific adjustment	92,904	95,892	98,869	101,856	104,838
D) July 1, 2024	94,762	97,810	100,846	103,893	106,935
Z) July 1, 2024 - Wage Adjustment	94,999	98,055	101,098	104,153	107,202

LS-4

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) July 1, 2020	86,925	90,062	93,186	96,328	99,463	102,598
A) July 1, 2021	88,229	91,413	94,584	97,773	100,955	104,137
B) July 1, 2022	91,317	94,612	97,894	101,195	104,488	107,782
X) July 1, 2022 - Wage Adjustment	92,458	95,795	99,118	102,460	105,794	109,129
C) July 1, 2023	95,232	98,669	102,092	105,534	108,968	112,403
Y) July 1, 2023 - Sub-group specific adjustment	96,184	99,656	103,113	106,589	110,058	113,527
D) July 1, 2024	98,108	101,649	105,175	108,721	112,259	115,798
Z) July 1, 2024 - Wage Adjustment	98,353	101,903	105,438	108,993	112,540	116,087

LS-5

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) July 1, 2020	104,809	108,238	111,662	115,088	118,517	121,947
A) July 1, 2021	106,381	109,862	113,337	116,814	120,295	123,776
B) July 1, 2022	110,104	113,707	117,304	120,902	124,505	128,108
X) July 1, 2022 - Wage Adjustment	111,480	115,128	118,770	122,413	126,061	129,709
C) July 1, 2023	114,824	118,582	122,333	126,085	129,843	133,600
Y) July 1, 2023 – Sub-group specific adjustment	115,972	119,768	123,556	127,346	131,141	134,936
D) July 1, 2024	118,291	122,163	126,027	129,893	133,764	137,635
Z) July 1, 2024 - Wage Adjustment	118,587	122,468	126,342	130,218	134,098	137,979

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

- a. Year 1 (2021) increase (that is, “A”): paid as a retroactive lump sum payment equal to a 1.50% economic increase of July 1, 2020, rates.
- b. Year 2 (2022) increases (that is, “B” and “X”): paid as a retroactive lump sum payment equal to the year 1 increase plus a 3.50% economic increase and a 1.25% wage adjustment, for a compounded total increase of 6.366% of July 1, 2020, rates.
- c. Year 3 (2023) increases (that is, “C” and “Y”): paid as a retroactive lump sum payment equal to the year 1 and year 2 increases plus a 3.00% economic increase and a 1.0% subgroup specific adjustment, for a compounded total increase of 10.652% of July 1, 2020, rates.

LS Group pay notes

General

Pay increment for full-time and part-time employees

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

Annex “A5”**Educational Support Group (EU) annual rates of pay (in dollars)**

Effective following the implementation of the new National rates of pay, 10 month pay plan below and movement of incumbents on to the grid, delete the following pay tables:

- Annex “A5” – Teacher’s Aides (Maritimes) 10 month pay plan
- Annex “A5” – Teacher’s Aides (Quebec) 10 month pay plan
- Annex “A5” – Teacher’s Aides (Ontario) 10 month pay plan
- Annex “A5” – Teacher’s Aides (Manitoba) 10 month pay plan
- Annex “A5” – Teacher’s Aides (Saskatchewan) 10 month pay plan
- Annex “A5” – Teacher’s Aides (Alberta) 10 month pay plan
- Annex “A5” – Teacher’s Aides (British Columbia) 10 month pay plan

Table legend

- §) Effective July 1, 2020
- A) Effective July 1, 2021
- B) Effective July 1, 2022
- W) Effective July 1, 2022 - Wage Adjustment
- C) Effective July 1, 2023
- X) Effective July 1, 2023 - Sub-group specific wage adjustment
- Y) Effective January 1, 2024

Sub-Group: Teacher’s Aides (EU-TEA) (10 month pay plan)**Maritimes**

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
§) July 1, 2020	36,364	37,890	39,400	40,914	42,445	43,960	45,469
A) July 1, 2021	36,909	38,458	39,991	41,528	43,082	44,619	46,151
B) July 1, 2022	38,201	39,804	41,391	42,981	44,590	46,181	47,766
W) July 1, 2022 - Wage Adjustment	38,679	40,302	41,908	43,518	45,147	46,758	48,363
C) July 1, 2023	39,839	41,511	43,165	44,824	46,501	48,161	49,814
X) July 1, 2023 - Sub-group specific wage adjustment	41,034	42,756	44,460	46,169	47,896	49,606	51,308
Y) January 1, 2024	Restructure to National Rates of Pay, 10 month pay plan						

Quebec

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
§) July 1, 2020	40,535	41,955	43,376	44,794	46,207	47,641	49,058
A) July 1, 2021	41,143	42,584	44,027	45,466	46,900	48,356	49,794
B) July 1, 2022	42,583	44,074	45,568	47,057	48,542	50,048	51,537
W) July 1, 2022 - Wage Adjustment	43,115	44,625	46,138	47,645	49,149	50,674	52,181
C) July 1, 2023	44,408	45,964	47,522	49,074	50,623	52,194	53,746
X) July 1, 2023 - Sub-group specific wage adjustment	45,740	47,343	48,948	50,546	52,142	53,760	55,358
Y) January 1, 2024	Restructure to National Rates of Pay, 10 month pay plan						

Ontario

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
§) July 1, 2020	37,834	39,359	40,903	42,441	43,984	45,513	47,057
A) July 1, 2021	38,402	39,949	41,517	43,078	44,644	46,196	47,763
B) July 1, 2022	39,746	41,347	42,970	44,586	46,207	47,813	49,435
W) July 1, 2022 - Wage Adjustment	40,243	41,864	43,507	45,143	46,785	48,411	50,053
C) July 1, 2023	41,450	43,120	44,812	46,497	48,189	49,863	51,555
X) July 1, 2023 - Sub-group specific wage adjustment	42,694	44,414	46,156	47,892	49,635	51,359	53,102
Y) January 1, 2024	Restructure to National Rates of Pay, 10 month pay plan						

Manitoba

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
§) July 1, 2020	38,132	39,465	40,805	42,128	43,456	44,800	46,129
A) July 1, 2021	38,704	40,057	41,417	42,760	44,108	45,472	46,821
B) July 1, 2022	40,059	41,459	42,867	44,257	45,652	47,064	48,460
W) July 1, 2022 - Wage Adjustment	40,560	41,977	43,403	44,810	46,223	47,652	49,066
C) July 1, 2023	41,777	43,236	44,705	46,154	47,610	49,082	50,538
X) July 1, 2023 - Sub-group specific wage adjustment	43,030	44,533	46,046	47,539	49,038	50,554	52,054
Y) January 1, 2024	Restructure to National Rates of Pay, 10 month pay plan						

Saskatchewan

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
§) July 1, 2020	37,880	39,404	40,931	42,451	43,978	45,502	47,014
A) July 1, 2021	38,448	39,995	41,545	43,088	44,638	46,185	47,719
B) July 1, 2022	39,794	41,395	42,999	44,596	46,200	47,801	49,389
W) July 1, 2022 - Wage Adjustment	40,291	41,912	43,536	45,153	46,778	48,399	50,006
C) July 1, 2023	41,500	43,169	44,842	46,508	48,181	49,851	51,506
X) July 1, 2023 - Sub-group specific wage adjustment	42,745	44,464	46,187	47,903	49,626	51,347	53,051
Y) January 1, 2024	Restructure to National Rates of Pay, 10 month pay plan						

Alberta

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
§) July 1, 2020	38,354	39,943	41,534	43,129	44,732	46,320	47,916
A) July 1, 2021	38,929	40,542	42,157	43,776	45,403	47,015	48,635
B) July 1, 2022	40,292	41,961	43,632	45,308	46,992	48,661	50,337
W) July 1, 2022 - Wage Adjustment	40,796	42,486	44,177	45,874	47,579	49,269	50,966
C) July 1, 2023	42,020	43,761	45,502	47,250	49,006	50,747	52,495
X) July 1, 2023 - Sub-group specific wage adjustment	43,281	45,074	46,867	48,668	50,476	52,269	54,070
Y) January 1, 2024	Restructure to National Rates of Pay, 10 month pay plan						

British Columbia

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
§) July 1, 2020	37,700	39,305	40,932	42,558	44,171	45,793	47,413
A) July 1, 2021	38,266	39,895	41,546	43,196	44,834	46,480	48,124
B) July 1, 2022	39,605	41,291	43,000	44,708	46,403	48,107	49,808
W) July 1, 2022 - Wage Adjustment	40,100	41,807	43,538	45,267	46,983	48,708	50,431
C) July 1, 2023	41,303	43,061	44,844	46,625	48,392	50,169	51,944
X) July 1, 2023 - Sub-group specific wage adjustment	42,542	44,353	46,189	48,024	49,844	51,674	53,502
Y) January 1, 2024	Restructure to National Rates of Pay, 10 month pay plan						

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

- a. Year 1 (2021) increase (that is, "A"): paid as a retroactive lump sum payment equal to a 1.50% economic increase of July 1, 2020, rates.

- b. Year 2 (2022) increases (that is, “B” and “X”): paid as a retroactive lump sum payment equal to the year 1 increase plus a 3.50% economic increase and a 1.25% wage adjustment, for a compounded total increase of 6.366% of July 1, 2020, rates.
- c. Year 3 (2023) increases (that is, “C” and “Y”): paid as a retroactive lump sum payment equal to the year 1 and year 2 increases plus a 3.00% economic increase and a 3.0% sub-group specific adjustment, for a compounded total increase of 12.843% of July 1, 2020, rates.

**

Educational Support Teacher’s Aides Sub-Group (EU-TEA) annual rates of pay (in dollars) – National rates of pay, 10-month pay plan

Effective according to the dates determined by clause 1 b) of the new Appendix “K” – Memorandum of Understanding with respect to Implementation of the Collective Agreement, the following pay table becomes the 10-month national rates of pay for EU-TEA Teacher’s Aides:

Table legend

- Y) Effective January 1, 2024 - National Rates
- D) Effective July 1, 2024
- Z) Effective July 1, 2024 - Wage Adjustment

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Y) January 1, 2024 - National Rates	45,740	47,343	48,948	50,546	52,142	53,760	55,358
D) July 1, 2024	46,655	48,290	49,927	51,557	53,185	54,835	56,465
Z) July 1, 2024 - Wage Adjustment	46,772	48,411	50,052	51,686	53,318	54,972	56,606

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

Table legend

- \$) Effective July 1, 2020
- A) Effective July 1, 2021
- B) Effective July 1, 2022
- X) Effective July 1, 2022 - Wage Adjustment
- C) Effective July 1, 2023
- Y) Effective July 1, 2023 - Sub-group specific adjustment
- D) Effective July 1, 2024
- Z) Effective July 1, 2024 - Wage Adjustment

Sub-Group: Language Instructor

LAI-1

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$) July 1, 2020	63,010	64,403	65,782	67,152	68,531	69,918	71,287
A) July 1, 2021	63,955	65,369	66,769	68,159	69,559	70,967	72,356
B) July 1, 2022 ¹	66,193	67,657	69,106	70,545	71,994	73,451	74,888
X) July 1, 2022 - Wage Adjustment	67,020	68,503	69,970	71,427	72,894	74,369	75,824
C) July 1, 2023	69,031	70,558	72,069	73,570	75,081	76,600	78,099
Y) July 1, 2023 – Sub-group specific adjustment	71,102	72,675	74,231	75,777	77,333	78,898	80,442
D) July 1, 2024	72,524	74,129	75,716	77,293	78,880	80,476	82,051
Z) July 1, 2024 - Wage Adjustment	72,705	74,314	75,905	77,486	79,077	80,677	82,256

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

- a. Year 1 (2021) increase (that is, “A”): paid as a retroactive lump sum payment equal to a 1.50% economic increase of July 1, 2020, rates.
- b. Year 2 (2022) increases (that is, “B” and “X”): paid as a retroactive lump sum payment equal to the year 1 increase plus a 3.50% economic increase and a 1.25% wage adjustment, for a compounded total increase of 6.366% of July 1, 2020, rates.
- c. Year 3 (2023) increases (that is, “C” and “Y”): paid as a retroactive lump sum payment equal to the year 1 and year 2 increases plus a 3.00% economic increase and a 3.0% sub-group specific adjustment, for a compounded total increase of 12.843% of July 1, 2020, rates.

Sub-Group: Physical Education

PEI-1

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
§) July 1, 2020	46,986	48,377	49,755	51,125	52,506	53,890	55,264
A) July 1, 2021	47,691	49,103	50,501	51,892	53,294	54,698	56,093
B) July 1, 2022	49,360	50,822	52,269	53,708	55,159	56,612	58,056
X) July 1, 2022 - Wage Adjustment	49,977	51,457	52,922	54,379	55,848	57,320	58,782
C) July 1, 2023	51,476	53,001	54,510	56,010	57,523	59,040	60,545
Y) July 1, 2023 – Sub-group specific adjustment	53,020	54,591	56,145	57,690	59,249	60,811	62,361
D) July 1, 2024	54,080	55,683	57,268	58,844	60,434	62,027	63,608
Z) July 1, 2024 - Wage Adjustment	54,215	55,822	57,411	58,991	60,585	62,182	63,767

PEI-2

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
§) July 1, 2020	79,862	81,615	83,382	85,150	86,915	88,671
A) July 1, 2021	81,060	82,839	84,633	86,427	88,219	90,001
B) July 1, 2022	83,897	85,738	87,595	89,452	91,307	93,151
X) July 1, 2022 - Wage Adjustment	84,946	86,810	88,690	90,570	92,448	94,315
C) July 1, 2023	87,494	89,414	91,351	93,287	95,221	97,144
Y) July 1, 2023 – Sub-group specific adjustment	90,119	92,096	94,092	96,086	98,078	100,058
D) July 1, 2024	91,921	93,938	95,974	98,008	100,040	102,059
Z) July 1, 2024 - Wage Adjustment	92,151	94,173	96,214	98,253	100,290	102,314

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

- a. Year 1 (2021) increase (that is, “A”): paid as a retroactive lump sum payment equal to a 1.50% economic increase of July 1, 2020, rates.
- b. Year 2 (2022) increases (that is, “B” and “X”): paid as a retroactive lump sum payment equal to the year 1 increase plus a 3.50% economic increase and a 1.25% wage adjustment, for a compounded total increase of 6.366% of July 1, 2020, rates.
- c. Year 3 (2023) increases (that is, “C” and “Y”): paid as a retroactive lump sum payment equal to the year 1 and year 2 increases plus a 3.00% economic increase and a 3.0% sub-group specific adjustment, for a compounded total increase of 12.843% of July 1, 2020, rates.

****EU Group pay notes**

Language instructor and physical education

Pay increment for full-time and part-time employees

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

Teacher aides

4. An employee on a twelve (12) month work year is entitled to be paid for services rendered at rates of pay which are higher, by twenty per cent (20%), than the rates of pay on the pay scale as set forth in Appendix "A."
5. The Employer will pay employees of the Department of Indigenous Services on a biweekly basis.
6. An employee in the Department of Indigenous Services who commences a new school year in the month of July or the month of August is entitled to be paid from the commencement of the employee's school year at the rate of pay that becomes on the commencement of the following school year.
7. **Changes in rates of pay after appointment**
 - a. After appointment, an employee on a school year will be granted annual increments on the commencement of the following school year provided the employee has received pay for at least six months since the last increment or since appointment.
 - b. Subject to satisfactory performance of duties, an employee on a twelve (12) month work year will be granted annual increments on the anniversary date of the employee's most recent appointment.
8. No employee will receive a rate of pay lower than the rate of pay he or she was receiving when, by mutual agreement, the employee is transferred from one region to another during the school year. The higher rate of pay will be paid for the remainder of that school year only. Should the rate of pay in the new region be higher, the higher rate will apply.

9. The salary to be paid to employees in the Teacher Aides Sub-Group shall be the rate in the scale for the appropriate region.

**

Effective January 1, 2024, implement national rates for 10-month teacher's aides (EU-TEA) as follows:

10. **National rates**

The restructure of regional EU 10-month annual rates of pay to national EU rates of pay for teacher's aides, effective according to the dates determined by clause 1 b) of the new appendix "K" Memorandum of Understanding with Respect to the Implementation of the Collective Agreement. Eligible employees are to be paid at the rate in the new pay grid that is closest to without a reduction of pay to the salary they were paid on the day prior to the effective date.

The implementation of these adjustments will be made in accordance with the implementation timelines as per Appendix "K" Memorandum of Understanding with Respect to the Implementation of the Collective Agreement

****Appendix “B”**

Workforce adjustment

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General

****Application**

**

This appendix applies to all indeterminate 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 is responsible, this appendix is part of this agreement.

Notwithstanding the Job Security Article, in the event of conflict between the present Workforce Adjustment Appendix and that article, the present Workforce Adjustment Appendix will take precedence.

Objectives

It is the policy of the Employer to maximize employment opportunities for indeterminate employees affected by workforce adjustment situations, primarily through ensuring that, wherever possible, alternative employment opportunities are provided to them. This should not be construed as the continuation of a specific position or job but rather as continued employment.

To this end, every indeterminate employee whose services will no longer be required because of a workforce adjustment situation and for whom the deputy head knows or can predict that employment will be available will receive a guarantee of a reasonable job offer within the core public administration. Those employees for whom the deputy head cannot provide the guarantee will have access to transitional employment arrangements (as per Parts VI and VII).

****Definitions**

Accelerated layoff (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. Layoff entitlements begin on the actual date of layoff.

Affected employee (employé-e touché)

Is an indeterminate employee who has been informed in writing that his or her services may no longer be required because of a workforce adjustment situation.

Alternation (échange de postes)

Occurs when an opting employee or a surplus employee who is surplus as a result of having chosen option 6.4.1(a) who wishes to remain in the core public administration exchanges positions with a non-affected employee (the alternate) willing to leave the core public administration with a Transition Support Measure or with an education allowance.

Alternative delivery initiative (diversification des modes de prestation des services)

Is the transfer of any work, undertaking or business of the core public administration to any body or corporation that is a separate agency or that is outside the core public administration.

Appointing department or organization (ministère ou organisation d'accueil)

Is a department or organization which has agreed to appoint or consider for appointment (either immediately or after retraining) a surplus or a laid-off person.

Core public administration (Administration publique centrale)

Means that part of the public service in or under any department or organization, or other portion of the federal public administration specified in Schedules I and IV to the *Financial Administration Act* for which the Public Service Commission has the sole authority to appoint.

Deputy head (administrateur général)

Has the same meaning as in the definition of “deputy head” set out in section 2 of the *Public Service Employment Act*, and also means his or her official designate.

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Education allowance (indemnité d'études)

Is one of the options provided to an indeterminate employee affected by workforce adjustment for whom the deputy head cannot guarantee a reasonable job offer. The education allowance is a lump-sum payment equivalent to the Transition Support Measure (see Annex B), plus a reimbursement of tuition from a recognized learning institution and book and mandatory equipment costs, up to a maximum of seventeen thousand dollars (\$17,000).

Guarantee of a reasonable job offer (garantie d'une offre d'emploi raisonnable)

Is a guarantee of an offer of indeterminate employment within the core public administration provided by the deputy head to an indeterminate employee who is affected by workforce adjustment. Deputy heads will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict that employment will be available in the core public administration. Surplus employees in receipt of this guarantee will not have access to the options available in Part VI of this appendix.

Home department or organization (ministère ou organisation d'attache)

Is a department or organization declaring an individual employee surplus.

Laid-off person (personne mise en disponibilité)

Is a person who has been laid off pursuant to subsection 64(1) of the Public Service Employment Act and who still retains an appointment priority under subsection 41(4) and section 64 of the Public Service Employment Act.

Layoff notice (avis de mise en disponibilité)

Is a written notice of layoff to be given to a surplus employee at least one (1) month before the scheduled layoff date. This period is included in the surplus period.

Layoff priority (priorité de mise en disponibilité)

A person who has been laid off is entitled to a priority, in accordance with subsection 41(5) of the Public Service Employment Act with respect to any position to which the Public Service Commission is satisfied that the person meets the essential qualifications; the period of entitlement to this priority is one (1) year as set out in section 11 of the *Public Service Employment Regulations*.

Opting employee (employé-e optant)

Is an indeterminate employee whose services will no longer be required because of a workforce adjustment situation, who has not received a guarantee of a reasonable job offer from the deputy head and who has one hundred and twenty (120) days to consider the options in section 6.4 of this appendix.

Organization (organisation)

Any board, agency, commission or other body, specified in Schedules I and IV of the *Financial Administration Act*, that is not a department.

Pay (rémunération)

Has the same meaning as “rate of pay” in this agreement.

Priority Information Management System (système de gestion de l’information sur les priorités)

Is a system designed by the Public Service Commission to facilitate appointments of individuals entitled to statutory and regulatory priorities.

Reasonable job offer (offre d’emploi raisonnable)

Is an offer of indeterminate employment within the core public administration, normally at an equivalent level, but which could include lower levels. Surplus employees must be both trainable and mobile. Where practicable, a reasonable job offer shall be within the employee’s headquarters as defined in the *Travel Directive*. In alternative delivery situations, a reasonable offer is one that meets the criteria set out under Type 1 and Type 2 in Part VII of this appendix. A reasonable job offer is also an offer from a *Financial Administration Act* Schedule V employer, providing that:

- a. The appointment is at a rate of pay and an attainable salary maximum not less than the employee's current salary and attainable maximum that would be in effect on the date of offer.
- b. It is a seamless transfer of all employee benefits including a recognition of years of service for the definition of continuous employment and accrual of benefits, including the transfer of sick leave credits, severance pay and accumulated vacation leave credits.

Reinstatement priority (priorité de réintégration)

Is an entitlement provided to surplus employees and laid-off persons who are appointed or deployed to a position in the core public administration at a lower level. As per section 10 of the *Public Service Employment Regulations*, the entitlement lasts for one (1) year.

Relocation (réinstallation)

Is the authorized geographic move of a surplus employee or laid-off person from one place of duty to another place of duty located beyond what, according to local custom, is a normal commuting distance.

Relocation of a work unit (réinstallation d'une unité de travail)

Is the authorized move of a work unit of any size to a place of duty located beyond what, according to local custom, is normal commuting distance from the former work location and from the employee's current residence.

Retraining (recyclage)

Is on-the-job training or other training intended to enable affected employees, surplus employees and laid-off persons to qualify for known or anticipated vacancies within the core public administration.

Surplus employee (employé-e excédentaire)

Is an indeterminate employee who has been formally declared surplus, in writing, by his or her deputy head.

Surplus priority (priorité d'employé-e excédentaire)

Is an entitlement for a priority in appointment accorded in accordance with section 5 of the *Public Service Employment Regulations* and pursuant to section 40 of the Public Service Employment Act; this entitlement is provided to surplus employees to be appointed in priority to another position in the core public administration for which they meet the essential requirements.

Surplus status (statut d'employé-e excédentaire)

An indeterminate employee has surplus status from the date he or she is declared surplus until the date of layoff, 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 lump-sum payment based on the employee's years of service, as per Annex B.

Twelve (12) month surplus priority period in which to secure a reasonable job offer (priorité d'employé-e excédentaire d'une durée de douze (12) mois pour trouver une offre d'emploi raisonnable)

Is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer.

Workforce adjustment (réaménagement des effectifs)

Is a situation that occurs when a deputy head decides that the services of one or more indeterminate employees will no longer be required beyond a specified date because of a lack of work, the discontinuance of a function, a relocation in which the employee does not wish to participate or an alternative delivery initiative.

Authorities

The Public Service Commission has endorsed those portions of this appendix for which it has responsibility.

Monitoring

Departments or organizations shall retain central information on all cases occurring under this appendix, including the reasons for the action; the number, occupational groups and levels of employees concerned; the dates of notice given; the number of employees placed without retraining; the number of employees retrained (including number of salary months used in such training); the levels of positions to which employees are appointed and the cost of any salary protection; and the number, types and amounts of lump sums paid to employees.

This information will be used by the Treasury Board Secretariat to carry out its periodic audits.

****References**

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The primary references for the subject of workforce adjustment are as follows:

- *Financial Administration Act*
- *Values and Ethics Code for the Public Sector*
- *Public Service Employment Act*
- *Public Service Employment Regulations*
- *Federal Public Sector Labour Relations Act*
- *Public Service Superannuation Act*
- *NJC Relocation Directive*
- *Travel Directive*

****Enquiries**

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

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Responsible officers in departmental or organizational headquarters may, in turn, direct questions regarding the application of this appendix to the Union Engagement and National Joint Council Support section, Employee Relations and Total Compensation sector of the Treasury Board Secretariat.

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Enquiries by employees pertaining to a priority entitlement or to their status in relation to a priority entitlement process should be directed to their departmental or organizational human resource advisors or to the priority advisor of the Public Service Commission responsible for their case.

Part I: roles and responsibilities

****1.1 Departments or organizations**

1.1.1 Since indeterminate employees who are affected by workforce adjustment situations are not themselves responsible for such situations, it is the responsibility of departments or organizations to ensure that they are treated equitably and, whenever possible, given every reasonable opportunity to continue their careers as public service employees.

1.1.2 Departments or organizations shall carry out effective human resource planning to minimize the impact of workforce adjustment situations on indeterminate employees, on the department or organization, and on the public service.

1.1.3 Departments or organizations shall establish joint workforce adjustment committees, where appropriate, to advise and consult on the workforce adjustment situations within the department or organization. Terms of reference of such committees shall include a process for addressing alternation requests from other departments and/or organizations.

1.1.4 Departments or organizations shall, as the home department or organization, cooperate with the Public Service Commission and appointing departments or organizations in joint efforts to redeploy departmental or organizational surplus employees and laid-off persons.

1.1.5 Departments or organizations shall establish systems to facilitate redeployment or retraining of their affected employees, surplus employees, and laid-off persons.

1.1.6 When a deputy head determines that the services of an employee are no longer required beyond a specified date due to lack of work or discontinuance of a function, the deputy head shall advise the employee, in writing, that his or her services will no longer be required.

Such a communication shall also indicate if the employee:

- a. is being provided with a guarantee from the deputy head that a reasonable job offer will be forthcoming and that the employee will have surplus status from that date on;
or
- b. is an opting employee and has access to the options set out in section 6.4 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 layoff date.

1.1.7 Deputy heads will be expected to provide a guarantee of a reasonable job offer for those employees subject to workforce adjustment for whom they know or can predict that employment will be available in the core public administration.

1.1.8 Where a deputy head cannot provide a guarantee of a reasonable job offer, the deputy head will provide one hundred and twenty (120) days to consider the three options outlined in Part VI of this appendix to all opting employees before a decision is required of them. If the employee fails to select an option, the employee will be deemed to have selected option 6.4.1(a), twelve (12) month surplus priority period in which to secure a reasonable job offer.

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

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1.1.10 Departments or organizations shall send written notice to the Public Service Commission of an employee's surplus status, and shall send to the Public Service Commission such details, forms, resumés, and other material as the Public Service Commission may from time to time prescribe as necessary for it to discharge its function. Departments or organizations shall notify the employee when this written notice has been sent.

1.1.11 Departments or organizations shall advise and consult with the Alliance representatives as completely as possible regarding any workforce adjustment situation as soon as possible after the decision has been made and throughout the process and will make available to the Alliance the name and work location of affected employees.

1.1.12 The home department or organization shall provide the Public Service Commission with a statement that it would be prepared to appoint the surplus employee to a suitable position in the department or organization commensurate with his or her qualifications if such a position were available.

1.1.13 Departments or organizations shall provide the employee with the official notification that he or she has become subject to a workforce adjustment and shall remind the employee that Appendix B, Workforce Adjustment, of this agreement applies.

1.1.14 Deputy heads shall apply this appendix so as to keep actual involuntary layoffs to a minimum, and a layoff shall normally occur only when an individual has refused a reasonable job offer, is not mobile, cannot be retrained within two (2) years, or is laid off at his or her own request.

1.1.15 Departments or organizations are responsible for counselling and advising their affected employees on their opportunities for finding continuing employment in the public service.

1.1.16 Appointment of surplus employees to alternative positions with or without retraining shall normally be at a level equivalent to that previously held by the employee, but this does not preclude appointment to a lower level. Departments or organizations shall avoid appointment to a lower level except where all other avenues have been exhausted.

1.1.17 Home departments or organizations shall appoint as many of their own surplus employees or laid-off persons as possible or identify alternative positions (both actual and anticipated) for which individuals can be retrained.

1.1.18 Home departments or organizations shall relocate surplus employees and laid-off persons, if necessary.

1.1.19 Relocation of surplus employees or laid-off persons shall be undertaken when the individuals indicate that they are willing to relocate and relocation will enable their redeployment or reappointment, provided that:

- a. there are no available priority persons, or priority persons with a higher priority, qualified and interested in the position being filled;
or
- b. there are no available local surplus employees or laid-off persons who are interested and who could qualify with retraining.

1.1.20 The cost of travelling to interviews for possible appointments and of relocation to the new location shall be borne by the employee's home department or organization. Such cost shall be consistent with the *Travel Directive* and *NJC Relocation Directive*.

1.1.21 For the purposes of the *NJC Integrated Directive*, surplus employees and laid-off persons who relocate under this appendix shall be deemed to be employees on Employer-requested relocations. The general rule on minimum distances for relocation applies.

1.1.22 For the purposes of the *Travel Directive*, a laid-off persons travelling to interviews for possible reappointment to the core public administration are deemed to be a "traveller" as defined in the *Travel Directive*.

1.1.23 For the surplus and/or layoff priority periods, home departments or organizations shall pay the salary, salary protection and/or termination costs as well as other authorized costs such as tuition, travel, relocation and retraining for surplus employees and laid-off persons, as provided for in this agreement and the various directives unless the appointing department or organization is willing to absorb these costs in whole or in part.

1.1.24 Where a surplus employee is appointed by another department or organization to a term position, the home department or organization is responsible for the costs above for one (1) year from the date of such appointment, unless the home department or organization agree to a longer period, after which the appointing department or organization becomes the new home department or organization consistent with Public Service Commission authorities.

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

1.1.26 Departments or organizations shall inform the Public Service Commission in a timely fashion, and in a method directed by the Public Service Commission, of the results of all referrals made to them under this appendix.

1.1.27 Departments or organizations shall review the use of private temporary agency personnel, consultants, contractors, and their use of contracted out services, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, departments or organizations shall refrain from engaging or re-engaging such temporary agency personnel, consultants or contractors, and their use of contracted out services, or renewing the employment of such employees referred to above where this will facilitate the appointment of surplus employees or laid-off persons.

1.1.28 Nothing in the foregoing shall restrict the Employer's right to engage or appoint persons to meet short-term, non-recurring requirements. Surplus employees and laid-off persons shall be given priority even for these short-term work opportunities.

1.1.29 Departments or organizations may lay off an employee at a date earlier than originally scheduled when the surplus employee so requests in writing.

1.1.30 Departments or organizations acting as appointing departments or organizations shall cooperate with the Public Service Commission and other departments or organizations in accepting, to the extent possible, affected employees, surplus employees and laid-off persons from other departments or organizations for appointment or retraining.

1.1.31 Departments or organizations shall provide surplus employees with a layoff notice at least one (1) month before the proposed layoff date if appointment efforts have been unsuccessful. A copy of this notice shall be provided to the National President of the Alliance.

1.1.32 When a surplus employee refuses a reasonable job offer, he or she shall be subject to layoff one (1) month after the refusal, but not before six (6) months have elapsed since the surplus declaration date. The provisions of Annex C of this appendix shall continue to apply.

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

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

- a. the workforce adjustment situation and its effect on that individual;
- b. the Workforce Adjustment Appendix;
- c. the Public Service Commission's Priority Information Management System and how it works from the employee's perspective;
- d. preparation of a curriculum vitae or resumé;
- e. the employee's rights and obligations;
- f. the employee's current situation (for example, pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
- g. alternatives that might be available to the employee (the alternation process, appointment, relocation, retraining, lower-level employment, term employment, retirement including the possibility of waiver of penalty if entitled to an annual allowance, Transition Support Measure, education allowance, pay in lieu of unfulfilled surplus period, resignation, accelerated layoff);
- h. the likelihood that the employee will be successfully appointed;
- i. the meaning of a guarantee of a reasonable job offer, a twelve (12) month surplus priority period in which to secure a reasonable job offer, a Transition Support Measure and an education allowance;
- j. advise employees to seek out proposed alternations and submit requests for approval as soon as possible after being informed they will not be receiving a guarantee of a reasonable job offer;
- k. the Human Resources services available;
- l. preparation for interviews with prospective employers;
- m. feedback when an employee is not offered a position for which he or she was referred;
- n. repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;
- o. advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity;

- p. advising employees of the right to be represented by the Alliance in the application of this appendix; and

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- q. the Employee Assistance Program (EAP).

1.1.35 The home departments or organizations shall ensure that, when it is required to facilitate appointment, a retraining plan is prepared and agreed to in writing by it, the employee and the appointing department or organization.

1.1.36 Severance pay and other benefits flowing from other clauses in this agreement are separate from and in addition to those in this appendix.

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

1.1.38 The department or organization will review the status of each affected employee annually, or earlier, from the date of initial notification of affected status and determine whether the employee will remain on affected status or not.

1.1.39 The department or organization will notify the affected employee in writing, within five (5) working days of the decision pursuant to subsection 1.1.38.

1.2 Treasury Board Secretariat

1.2.1 It is the responsibility of the Treasury Board Secretariat to:

- a. investigate and seek to resolve situations referred by the Public Service Commission or other parties;
- b. consider departmental or organizational requests for retraining resources; and
- c. ensure that departments or organizations are provided to the extent possible with information on occupations for which there are skill shortages.

1.3 Public Service Commission

1.3.1 Within the context of workforce adjustment, and the Public Service Commission's governing legislation, it is the responsibility of the Public Service Commission to:

- a. ensure that priority entitlements are respected;
- b. ensure that a means exists for priority persons to be assessed against vacant positions and appointed if found qualified against the essential qualifications of the position; and
- c. ensure that priority persons are provided with information on their priority entitlements.

1.3.2 The Public Service Commission will, in accordance with the *Privacy Act*:

- a. provide the Treasury Board Secretariat with information related to the administration of priority entitlements which may reflect on departments' or organizations' level of compliance with this appendix; and
- b. provide information to the Alliance on the numbers and status of their members in the Priority Information Management System, as well as information on the overall system.

1.3.3 The Public Service Commission's roles and responsibilities flow from its governing legislation, not the collective agreement. As such, any changes made to these roles/responsibilities must be agreed upon by the Public Service Commission. For greater detail on the Public Service Commission's role in administering surplus and layoff priority entitlements, refer to Annex C of this appendix.

1.4 Employees

1.4.1 Employees have the right to be represented by the Alliance in the application of this appendix.

1.4.2 Employees who are directly affected by workforce adjustment situations and who receive a guarantee of a reasonable job offer or opt, or are deemed to have opted, for option 6.4.1(a) of Part VI of this appendix are responsible for:

- a. actively seeking alternative employment in cooperation with their departments or organizations and the Public Service Commission, unless they have advised the department or organization and the Public Service Commission, in writing, that they are not available for appointment;
- b. seeking information about their entitlements and obligations;
- c. providing timely information (including curricula vitae or resumés) to the home department or organization and to the Public Service Commission to assist them in their appointment activities;
- d. ensuring that they can be easily contacted by the Public Service Commission and appointing departments or organizations, and attending appointments related to referrals;
- e. seriously considering job opportunities presented to them (referrals within the home department or organization, referrals from the Public Service Commission, and job offers made by departments or organizations), including retraining and relocation possibilities, specified period appointments and lower-level appointments.

1.4.3 Opting employees are responsible for:

- a. considering the options in Part VI of this appendix;
- b. communicating their choice of options, in writing, to their manager no later than one hundred and twenty (120) days after being declared opting.

Part II: official notification

****2.1 Department or organization**

2.1.1 As already mentioned in 1.1.11, departments or organizations shall advise and consult with Alliance representatives as completely as possible regarding any workforce adjustment situation as soon as possible after the decision has been made and throughout the process, and will make available to the Alliance the name and work location of affected employees.

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2.1.2 In any workforce adjustment situation which is likely to involve ten (10) or more indeterminate employees covered by this appendix, the department or organizations concerned shall notify the Treasury Board Secretariat, in writing and in confidence, at the earliest possible date and under no circumstances less than four (4) working days before the situation is announced.

2.1.3 Prior to notifying any potentially affected employee, departments or organizations shall also notify the National President of the Alliance. Such notification is to be in writing, in confidence and at the earliest possible date and under no circumstances less than two (2) working days before any employee is notified of the workforce adjustment situation.

2.1.4 Such notification will include the identity and location of the work unit(s) involved, the expected date of the announcement, the anticipated timing of the workforce adjustment situation and the number, group and level of the employees who are likely to be affected by the decision.

Part III: relocation of a work unit

****3.1 General**

3.1.1 In cases where a work unit is to be relocated, departments or organizations shall provide all employees whose positions are to be relocated with the opportunity to choose whether they wish to move with the position or be treated as if they were subject to a workforce adjustment situation.

3.1.2 Following written notification, employees must indicate, within a period of six (6) months, their intention to move. If the employee's intention is not to move with the relocated position, the deputy head can provide the employee with either a guarantee of a reasonable job offer or access to the options set out in section 6.4 of this appendix.

3.1.3 Employees relocating with their work units shall be treated in accordance with the provisions of 1.1.18 to 1.1.22.

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3.1.4 Although departments or organizations will endeavour to respect employee location preferences, in exceptional circumstances and in consultation with the Treasury Board Secretariat, the deputy head may consider offering a relocated position to an employee in receipt of a guarantee of a reasonable job offer, after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area.

3.1.5 Employees who are not in receipt of a guarantee of a reasonable job offer shall become opting employees and have access to the options in Part VI of this appendix.

Part IV: retraining

4.1 General

4.1.1 To facilitate the redeployment of affected employees, surplus employees and laid-off persons, departments or organizations shall make every reasonable effort to retrain such persons for:

- a. existing vacancies;
- or
- b. anticipated vacancies identified by management.

4.1.2 It is the responsibility of the employee, home department or organization and appointing department or organization to identify retraining opportunities pursuant to subsection 4.1.1.

4.1.3 When a retraining opportunity has been identified, the deputy head of the home department or organization shall approve up to two (2) years of retraining.

****4.2 Surplus employees**

4.2.1 A surplus employee is eligible for retraining, provided that:

- a. retraining is needed to facilitate the appointment of the individual to a specific vacant position or will enable the individual to qualify for anticipated vacancies in occupations or locations where there is a shortage of qualified candidates;
and
- b. there are no other available priority persons who qualify for the position.

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4.2.2 The home department or organization is responsible for ensuring that an appropriate retraining plan is prepared and is agreed to in writing by the employee and the delegated officers of the home and appointing departments or organization. The home department or organization is responsible for informing the employee in a timely fashion if a retraining proposal submitted by the employee is not approved. Upon request of the employee, feedback regarding the decision, including the reason for not approving the retraining, will be provided in writing.

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4.2.3 Once a retraining plan has been initiated, its continuation and completion are subject to satisfactory performance by the employee. Departments or organizations will provide the employee with feedback in writing on the progress of the retraining plan on a regular basis.

4.2.4 While on retraining, a surplus employee continues to be employed by the home department or organization and is entitled to be paid in accordance with his or her current appointment unless the appointing department or organization is willing to appoint the employee indeterminately, on condition of successful completion of retraining, in which case the retraining plan shall be included in the letter of offer.

4.2.5 When a retraining plan has been approved and the surplus employee continues to be employed by the home department or organization, the proposed layoff date shall be extended to the end of the retraining period, subject to 4.2.3.

4.2.6 An employee unsuccessful in retraining may be laid off at the end of the surplus period if the Employer has been unsuccessful in making the employee a reasonable job offer.

4.2.7 In addition to all other rights and benefits granted pursuant to this section, an employee who is guaranteed a reasonable job offer is also guaranteed, subject to the employee's willingness to relocate, training to prepare the surplus employee for appointment to a position pursuant to 4.1.1, such training to continue for one (1) year or until the date of appointment to another position, whichever comes first. Appointment to this position is subject to successful completion of the training.

****4.3 Laid-off persons**

4.3.1 A laid-off person shall be eligible for retraining, provided that:

- a. retraining is needed to facilitate the appointment of the individual to a specific vacant position;
 - b. the individual meets the minimum requirements set out in the relevant selection standard for appointment to the group concerned;
 - c. there are no other available persons with priority who qualify for the position;
- and

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- d. the appointing department or organization cannot justify, in writing, a decision not to retrain the individual.

4.3.2 When an individual is offered an appointment conditional on successful completion of retraining, a retraining plan shall be included in the letter of offer. If the individual accepts the conditional offer, he or she will be appointed on an indeterminate basis to the full level of the position after having successfully completed training and being assessed as qualified for the position. When an individual accepts an appointment to a position with a lower maximum rate of pay than the position from which he or she was laid off, the employee will be salary-protected in accordance with Part V.

Part V: salary protection

5.1 Lower-level position

5.1.1 Surplus employees and laid-off persons appointed to a lower-level position under this appendix shall have their salary and pay equity equalization payments, if any, protected in accordance with the salary protection provisions of this agreement or, in the absence of such provisions, the appropriate provisions of the *Directive on Terms and Conditions of Employment*.

5.1.2 Employees whose salary is protected pursuant to 5.1.1 will continue to benefit from salary protection until such time as they are appointed or deployed into a position with a maximum rate of pay that is equal to or higher than the maximum rate of pay of the position from which they were declared surplus or laid off.

Part VI: options for employees

6.1 General

6.1.1 Deputy heads will be expected to provide a guarantee of a reasonable job offer for those affected employees for whom they know or can predict that employment will be available. A deputy head who cannot provide such a guarantee shall provide his or her reasons in writing, if so requested by the employee. Employees in receipt of this guarantee will not have access to the choice of options below.

6.1.2 Employees who are not in receipt of a guarantee of a reasonable job offer from their deputy head have one hundred and twenty (120) days to consider the three (3) options below before a decision is required of them.

6.1.3 The opting employee must choose, in writing, one (1) of the three (3) options of section 6.4 of this appendix within the one hundred and twenty (120) day window. The employee cannot change options once he or she has made a written choice.

6.1.4 If the employee fails to select an option, the employee will be deemed to have selected Option (a), twelve (12) month surplus priority period in which to secure a reasonable job offer, at the end of the one hundred and twenty (120) day window.

6.1.5 If a reasonable job offer which does not require relocation is made at any time during the one hundred and twenty (120) day opting period and prior to the written acceptance of a Transition Support Measure or education allowance option, the employee is ineligible for the Transition Support Measure, the pay in lieu of unfulfilled surplus period or the education allowance.

6.1.6 A copy of any letter issued by departments or organizations under this part or notice of layoff pursuant to the *Public Service Employment Act* shall be sent forthwith to the National President of the Alliance.

6.2 Voluntary departure programs

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

- A. Be the subject of meaningful consultation through joint Union-management WFA committees.
- B. Volunteer programs shall not be used to exceed reduction targets. Where reasonably possible, departments and organizations will identify the number of positions for reduction in advance of the voluntary programs commencing.
- C. Take place after affected letters have been delivered to employees.
- D. Take place before the department or organization engages in the SERLO process.
- E. Provide for a minimum of 30 calendar days for employees to decide whether they wish to participate.

- F. Allow employees to select options 6.4.1 B, C(i) or C(ii); option 6.4.1(c)(ii).
- G. Provide that when the number of volunteers is larger than the required number of positions to be eliminated, volunteers will be selected based on seniority (total years of service in the public service, whether continuous or discontinuous).

6.3 Alternation

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

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6.3.2 An alternation occurs when an opting employee or a surplus employee having chosen option 6.4.1(a) who wishes to remain in the core public administration exchanges positions with a non-affected employee (the alternate) willing to leave the core public administration under the terms of Part VI of this appendix.

6.3.3

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

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6.3.4 An indeterminate employee wishing to leave the core public administration may express an interest in alternating with an opting employee or a surplus employee having chosen option 6.4.1(a). Management will decide, however, whether a proposed alternation is likely to result in retention of the skills required to meet the ongoing needs of the position and the core public administration.

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

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6.3.6 The opting employee or surplus employee having chosen option 6.4.1(a) moving into the unaffected position must meet the requirements of the position, including language requirements. The alternate moving into the opting position must meet the requirements of the position except if the alternate will not be performing the duties of the position and the alternate will be struck off strength within five (5) days of the alternation.

6.3.7 An alternation should normally occur between employees at the same group and level. When the two (2) positions are not in the same group and at the same level, alternation can still occur when the positions can be considered equivalent. They are considered equivalent when the maximum rate of pay for the higher-paid position is no more than six-per-cent (6%) higher than the maximum rate of pay for the lower-paid position.

6.3.8 An alternation must occur on a given date, that is, the two (2) employees must directly exchange positions on the same day. There is no provision in alternation for a “domino” effect or for “future considerations.”

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

****6.4 Options**

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

- a.
 - i. Twelve (12) month surplus priority period in which to secure a reasonable job offer. It is time-limited. Should a reasonable job offer not be made within a period of twelve (12) months, the employee will be laid off in accordance with the *Public Service Employment Act*. Employees who choose or are deemed to have chosen this option are surplus employees.
 - ii. At the request of the employee, this twelve (12) month surplus priority period shall be extended by the unused portion of the one hundred and twenty (120) day opting period referred to in 6.1.2 which remains once the employee has selected in writing Option 6.4.1(a).
 - iii. When a surplus employee who has chosen or is deemed to have chosen Option 6.4.1(a) offers to resign before the end of the twelve (12) month surplus priority period, the deputy head may authorize a lump-sum payment equal to the surplus employee’s regular pay for the balance of the surplus period, up to a maximum of six (6) months. The amount of the lump-sum payment for the pay in lieu cannot exceed the maximum of what he or she would have received had he or she chosen Option 6.4.1(b), the Transition Support Measure.
 - iv. Departments or organizations will make every reasonable effort to market a surplus employee within the employee’s surplus period within his or her preferred area of mobility.
or
- b. Transition Support Measure is a lump-sum payment, based on the employee’s years of service in the public service (see Annex B), made to an opting employee. Employees choosing this option must resign but will be considered to be laid off for purposes of severance pay. The Transition Support Measure shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2) year period.
or
- c. Education allowance is a Transition Support Measure (see Option 6.4.1(b) above) plus an amount of not more than seventeen thousand dollars (\$17,000) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and relevant equipment. Employees choosing Option 6.4.1(c) could either:

- i. resign from the core public administration but be considered to be laid off for severance pay purposes on the date of their departure;
- or
- ii. delay their departure date and go on leave without pay for a maximum period of two (2) years while attending the learning institution. The Transition Support Measure shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2) year period. During this period, employees could continue to be public service benefit plan members and contribute both employer and employee shares to the benefits plans and the Public Service Superannuation Plan. At the end of the two (2) year leave without pay period, unless the employee has found alternative employment in the core public administration, the employee will be laid off in accordance with the *Public Service Employment Act*.

6.4.2 Management will establish the departure date of opting employees who choose Option 6.4.1(b) or Option 6.4.1(c) above.

6.4.3 The Transition Support Measure, pay in lieu of unfulfilled surplus period, and the education allowance cannot be combined with any other payment under the Workforce Adjustment Appendix.

6.4.4 In cases of pay in lieu of unfulfilled surplus period, Option 6.4.1(b) and Option 6.4.1(c)(i), the employee relinquishes any priority rights for reappointment upon the Employer's acceptance of his or her resignation.

6.4.5 Employees choosing Option 6.4.1(c)(ii) who have not provided their department or organization with a proof of registration from a learning institution twelve (12) months after starting their leave without pay period will be deemed to have resigned from the core public administration and be considered to be laid off for purposes of severance pay.

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6.4.6 All opting employees will be entitled to up to one thousand two hundred dollars (\$1,200) towards counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial and job placement counselling services.

6.4.7 A person who has received a Transition Support Measure, pay in lieu of unfulfilled surplus period, or an education allowance, and is reappointed to the public service shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of such reappointment or hiring to the end of the original period for which the Transition Support Measure or education allowance was paid.

6.4.8 Notwithstanding 6.4.7, an opting employee who has received an education allowance will not be required to reimburse tuition expenses and costs of books and mandatory equipment for which he or she cannot get a refund.

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

6.4.10 If a surplus employee who has chosen or is deemed to have chosen Option 6.4.1(a) refuses a reasonable job offer at any time during the twelve (12) month surplus priority period, the employee is ineligible for pay in lieu of unfulfilled surplus period.

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

6.5 Retention payment

6.5.1 There are three (3) situations in which an employee may be eligible to receive a retention payment. These are total facility closures, relocation of work units and alternative delivery initiatives.

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

6.5.3 An individual who has received a retention payment and, as applicable, either is reappointed to that portion of the core public administration specified from time to time in Schedules I and IV of the *Financial Administration Act* or is hired by the new employer within the six (6) months immediately following his or her resignation shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of such reappointment or hiring to the end of the original period for which the lump sum was paid.

6.5.4 The provisions of 6.5.5 shall apply in total facility closures where public service jobs are to cease and:

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

6.5.5 Subject to 6.5.4, the deputy head shall pay to each employee who is asked to remain until closure of the work unit and offers a resignation from the core public administration to take effect on that closure date, a sum equivalent to six (6) months' pay payable on the day on which the departmental or organizational operation ceases, provided the employee has not separated prematurely.

6.5.6 The provisions of 6.5.7 shall apply in relocation of work units where core public administration work units:

- a. are being relocated;
and

- b. the deputy head of the home department or organization decides that, in comparison to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of workplace relocation;
and
- c. the employee has opted not to relocate with the function.

6.5.7 Subject to 6.5.6, the deputy head shall pay to each employee who is asked to remain until the relocation of the work unit and who offers a resignation from the core public administration to take effect on the relocation date, a sum equivalent to six (6) months' pay payable on the day on which the departmental or organizational operation relocates, provided the employee has not separated prematurely.

6.5.8 The provisions of 6.5.9 shall apply in alternative delivery initiatives:

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

6.5.9 Subject to 6.5.8, the deputy head shall pay to each employee who is asked to remain until the transfer date and who offers a resignation from the core public administration to take effect on the transfer date, a sum equivalent to six (6) months' pay payable upon the transfer date, provided the employee has not separated prematurely.

Part VII: special provisions regarding alternative delivery initiatives

Preamble

The administration of the provisions of this Part will be guided by the following principles:

- a. fair and reasonable treatment of employees;
- b. value for money and affordability;
and
- c. maximization of employment opportunities for employees.

7.1 Definitions

For the purposes of this part, an **alternative delivery initiative** (diversification des modes de prestation des services) is the transfer of any work, undertaking or business of the core public administration to any body or corporation that is a separate agency or that is outside the core public administration.

For the purposes of this part, a **reasonable job offer** (offre d'emploi raisonnable) is an offer of employment received from a new employer in the case of a Type 1 or Type 2 transitional employment arrangement, as determined in accordance with 7.2.2.

For the purposes of this part, a **termination of employment** (licenciement de l'employé-e) is the termination of employment referred to in paragraph 12(1)(f.1) of the *Financial Administration Act*.

7.2 General

Departments or organizations will, as soon as possible after the decision is made to proceed with an alternative delivery initiative (ADI), and if possible, not less than one hundred and eighty (180) days prior to the date of transfer, provide notice to the Alliance component(s) of its intention.

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

- a. the program being considered for ADI;
- b. the reason for the ADI;
- and
- c. the type of approach anticipated for the initiative.

A joint Work Force Adjustment-Alternative Delivery Initiative (WFA-ADI) committee will be created for ADI and will have equal representation from the department or organization and the component(s). By mutual agreement, the committee may include other participants. The joint WFA-ADI committee will define the rules of conduct of the committee.

In cases of ADI, the parties will establish a joint WFA-ADI committee to conduct meaningful consultation on the human resources issues related to the ADI in order to provide information to the employee which will assist him or her in deciding on whether or not to accept the job offer.

1. Commercialization

In cases of commercialization where tendering will be part of the process, the members of the joint WFA-ADI committee shall make every reasonable effort to come to an agreement on the criteria related to human resources issues (for example, terms and conditions of employment, pension and health care benefits, the take-up number of employees) to be included in the request for proposal process. The committee will respect the contracting rules of the federal government.

2. Creation of a new agency

In cases of the creation of new agencies, the members of the joint WFA-ADI committee shall make every reasonable effort to agree on common recommendations related to human resources issues (for example, terms and conditions of employment, pension, and health care benefits) that should be available at the date of transfer.

3. Transfer to existing employers

In all other ADI where an employer-employee relationship already exists, the parties will hold meaningful consultations to clarify the terms and conditions that will apply upon transfer.

In cases of commercialization and the creation of new agencies, consultation opportunities will be given to the component(s); however, in the event that agreements are not possible, the department may still proceed with the transfer.

7.2.1 The provisions of this Part apply only in the case of alternative delivery initiatives and are in exception to other provisions of this appendix. Employees who are affected by alternative delivery initiatives and who receive job offers from the new employer shall be treated in accordance with the provisions of this Part, and only where specifically indicated will other provisions of this appendix apply to them.

7.2.2 There are three (3) types of transitional employment arrangements resulting from alternative delivery initiatives:

a. Type 1: full continuity

Type 1 arrangements meet all of the following criteria:

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- i. legislated successor rights apply; specific conditions for successor rights applications will be determined by the labour legislation governing the new employer;
- ii. the *Directive on Terms and Conditions of Employment*, the terms of the collective agreement referred to therein and/or the applicable compensation plan will continue to apply to unrepresented and excluded employees until modified by the new employer or by the Federal Public Sector Labour Relations and Employment Board pursuant to a successor rights application;
- iii. recognition of continuous employment, as defined in the *Directive on Terms and Conditions of Employment*, for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights;
- iv. pension arrangements according to the Statement of Pension Principles set out in Annex A or, in cases where the test of reasonableness set out in that Statement is not met, payment of a lump sum to employees pursuant to 7.7.3;
- v. transitional employment guarantee: a two (2) year minimum employment guarantee with the new employer;
- vi. coverage in each of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
- vii. short-term disability bridging: recognition of the employee's earned but unused sick leave credits up to the maximum of the new employer's LTDI waiting period.

b. Type 2: substantial continuity

Type 2 arrangements meet all of the following criteria:

- i. the average new hourly salary offered by the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty-five per cent (85%) or greater of the group's current federal hourly remuneration (= pay + equal pay adjustments + supervisory differential) when the hours of work are the same;
- ii. the average annual salary of the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty-five per cent (85%) or greater of federal annual remuneration (= per cent or greater of federal annual remuneration (= pay + equal pay adjustments + supervisory differential) when the hours of work are different;
- iii. pension arrangements according to the Statement of Pension Principles as set out in Annex A or, in cases where the test of reasonableness set out in that Statement is not met, payment of a lump sum to employees pursuant to 7.7.3;
- iv. transitional employment guarantee: employment tenure equivalent to that of the permanent workforce in receiving organizations or a two (2) year minimum employment guarantee;
- v. coverage in each area of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
- vi. short-term disability arrangement.

c. Type 3: lesser continuity

A Type 3 arrangement is any alternative delivery initiative that does not meet the criteria applying in Type 1 and Type 2 transitional employment arrangements.

7.2.3 For Type 1 and Type 2 transitional employment arrangements, the offer of employment from the new employer will be deemed to constitute a reasonable job offer for purposes of this Part.

7.2.4 For Type 3 transitional employment arrangements, an offer of employment from the new employer will not be deemed to constitute a reasonable job offer for purposes of this Part.

7.3 Responsibilities

7.3.1 Deputy heads will be responsible for deciding, after considering the criteria set out above, which of the types applies in the case of particular alternative delivery initiatives.

7.3.2 Employees directly affected by alternative delivery initiatives are responsible for seriously considering job offers made by new employers and advising the home department or organization of their decision within the allowed period.

7.4 Notice of alternative delivery initiatives

7.4.1 Where alternative delivery initiatives are being undertaken, departments or organizations shall provide written notice to all employees offered employment by the new employer, giving them the opportunity to choose whether or not they wish to accept the offer.

7.4.2 Following written notification, employees must indicate within a period of sixty (60) days their intention to accept the employment offer, except in the case of Type 3 arrangements, where home departments or organizations may specify a period shorter than sixty (60) days, but not less than thirty (30) days.

7.5 Job offers from new employers

7.5.1 Employees subject to this appendix (see Application) and who do not accept the reasonable job offer from the new employer in the case of Type 1 or Type 2 transitional employment arrangements will be given four (4) months' notice of termination of employment and their employment will be terminated at the end of that period or on a mutually agreed-upon date before the end of the four (4) month notice period, except where the employee was unaware of the offer or incapable of indicating an acceptance of the offer.

7.5.2 The deputy head may extend the notice-of-termination period for operational reasons, but no such extended period may end later than the date of the transfer to the new employer.

7.5.3 Employees who do not accept a job offer from the new employer in the case of Type 3 transitional employment arrangements may be declared opting or surplus by the deputy head in accordance with the provisions of the other parts of this appendix.

7.5.4 Employees who accept a job offer from the new employer in the case of any alternative delivery initiative will have their employment terminated on the date on which the transfer becomes effective, or on another date that may be designated by the home department or organization for operational reasons, provided that this does not create a break in continuous service between the core public administration and the new employer.

7.6 Application of other provisions of the appendix

7.6.1 For greater certainty, the provisions of Part II, Official Notification, and section 6.5, Retention Payment, will apply in the case of an employee who refuses an offer of employment in the case of a Type 1 or Type 2 transitional employment arrangement. A payment under section 6.5 may not be combined with a payment under the other section.

7.7 Lump-sum payments and salary top-up allowances

7.7.1 Employees who are subject to this appendix (see Application) and who accept the offer of employment from the new employer in the case of Type 2 transitional employment arrangements will receive a sum equivalent to three months' pay, payable on the day on which the departmental or organizational work or function is transferred to the new employer. The home department or organization will also pay these employees an eighteen (18) month salary top-up allowance equivalent to the difference between the remuneration applicable to their core public

administration position and the salary applicable to their position with the new employer. This allowance will be paid as a lump sum, payable on the day on which the departmental or organizational work or function is transferred to the new employer.

7.7.2 In the case of individuals who accept an offer of employment from the new employer in the case of a Type 2 arrangement and whose new hourly or annual salary falls below eighty per cent (80%) of their former federal hourly or annual remuneration, departments or organizations will pay an additional six (6) months of salary top-up allowance for a total of twenty-four (24) months under this section and 7.7.1. The salary top-up allowance equivalent to the difference between the remuneration applicable to their core public administration position and the salary applicable to their position with the new employer will be paid as a lump sum, payable on the day on which the departmental or organizational work or function is transferred to the new employer.

7.7.3 Employees who accept the reasonable job offer from the successor employer in the case of Type 1 or Type 2 transitional employment arrangements where the test of reasonableness referred to in the Statement of Pension Principles set out in Annex A is not met, that is, where the actuarial value (cost) of the new employer's pension arrangements is less than six decimal five per cent (6.5%) of pensionable payroll (excluding the employer's costs related to the administration of the plan), will receive a sum equivalent to three (3) months' pay, payable on the day on which the departmental or organizational work or function is transferred to the new employer.

7.7.4 Employees who accept an offer of employment from the new employer in the case of Type 3 transitional employment arrangements will receive a sum equivalent to six (6) months' pay, payable on the day on which the departmental or organizational work or function is transferred to the new employer. The home department or organization will also pay these employees a twelve (12) month salary top-up allowance equivalent to the difference between the remuneration applicable to their core public administration position and the salary applicable to their position with the new employer. The allowance will be paid as a lump sum, payable on the day on which the departmental or organizational work or function is transferred to the new employer. The total of the lump-sum payment and the salary top-up allowance provided under this section will not exceed an amount equivalent to one (1) year's pay.

7.7.5 For the purposes of 7.7.1, 7.7.2 and 7.7.4, the term "remuneration" includes and is limited to salary plus equal pay adjustments, if any, and supervisory differential, if any.

7.8 Reimbursement

7.8.1 An individual who receives a lump-sum payment and salary top-up allowance pursuant to 7.7.1, 7.7.2, 7.7.3 or 7.7.4 and who is reappointed to that portion of the core public administration specified from time to time in Schedules I and IV of the *Financial Administration Act* at any point during the period covered by the total of the lump-sum payment and salary top-up allowance, if any, shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of reappointment to the end of the original period covered by the total of the lump-sum payment and salary top-up allowance, if any.

7.8.2 An individual who receives a lump-sum payment pursuant to 7.6.1 and, as applicable, is either reappointed to that portion of the core public administration specified from time to time in Schedules I and IV of the *Financial Administration Act* or hired by the new employer at any point covered by the lump-sum payment, shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of the reappointment or hiring to the end of the original period covered by the lump-sum payment.

7.9 Vacation leave credits and severance pay

7.9.1 Notwithstanding the provisions of this agreement concerning vacation leave, an employee who accepts a job offer pursuant to this Part may choose not to be paid for earned but unused vacation leave credits, provided that the new employer will accept these credits.

7.9.2 Notwithstanding the provisions of this agreement concerning severance pay, an employee who accepts a reasonable job offer pursuant to this Part will not be paid severance pay where successor rights apply and/or, in the case of a Type 2 transitional employment arrangement, when the new employer recognizes the employee's years of continuous employment in the public service for severance pay purposes and provides severance pay entitlements similar to the employee's severance pay entitlements at the time of the transfer.

However, an employee who has a severance termination benefit entitlement under the terms of Article 24.05(b) or (c) of Appendix J shall be paid this entitlement at the time of transfer.

7.9.3 Where:

- a. the conditions set out in 7.9.2 are not met,
- b. the severance provisions of this agreement are extracted from this agreement prior to the date of transfer to another non-federal public sector employer,
- c. the employment of an employee is terminated pursuant to the terms of 7.5.1,
or
- d. the employment of an employee who accepts a job offer from the new employer in a Type 3 transitional employment arrangement is terminated on the transfer of the function to the new employer,

the employee shall be deemed, for purposes of severance pay, to be involuntarily laid off on the day on which employment in the core public administration terminates.

Annex A: statement of pension principles

1. The new employer will have in place, or His Majesty in right of Canada will require the new employer to put in place, reasonable pension arrangements for transferring employees. The test of “reasonableness” will be that the actuarial value (cost) of the new employer pension arrangements will be at least six decimal five per cent (6.5%) of pensionable payroll, which in the case of defined-benefit pension plans will be as determined by the Assessment Methodology dated October 7, 1997, developed by Towers Perrin for the Treasury Board. This assessment methodology will apply for the duration of this agreement. Where there is no reasonable pension arrangement in place on the transfer date or no written undertaking by the new employer to put such reasonable pension arrangement in place effective on the transfer date, subject to the approval of Parliament and a written undertaking by the new employer to pay the employer costs, *Public Service Superannuation Act* 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. His 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, His 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 *Public Service Superannuation Act*.

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

Years of service in the public service	Transition Support Measure (TSM) (payment in weeks' pay)
25	52
26	52
27	52
28	52
29	52
30	49
31	46
32	43
33	40
34	37
35	34
36	31
37	28
38	25
39	22
40	19
41	16
42	13
43	10
44	07
45	04

For indeterminate seasonal and part-time employees, the Transition Support Measure 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 Transition Support Measure.

Annex C: role of Public Service Commission in administering surplus and layoff priority entitlements

1. The Public Service Commission will refer surplus employees and laid-off persons to positions, in all departments, organizations and agencies governed by the *Public Service Employment Act*, for which they are potentially qualified for the essential qualifications, unless the individuals have advised the PSC and their home departments or organizations in writing that they are not available for appointment. The PSC will further ensure that entitlements are respected and that priority persons are fairly and properly assessed.
2. The Public Service Commission, acting in accordance with the *Privacy Act*, will provide the Treasury Board Secretariat with information related to the administration of priority entitlements which may reflect on departments' or organizations' and agencies' level of compliance with this appendix.
3. The Public Service Commission will provide surplus employees and laid-off persons with information on their priority entitlements.
4. The Public Service Commission will, in accordance with the *Privacy Act*, provide information to the Alliance on the numbers and status of their members who are in the Priority Information Management System and, on a service-wide basis.
5. The Public Service Commission will ensure that a reinstatement priority is given to all employees who are appointed to a position at a lower level.
6. The Public Service Commission will, in accordance with the *Privacy Act*, provide information to the Employer, departments or organizations and/or the Alliance on referrals of surplus employees and laid-off persons in order to ensure that the priority entitlements are respected.

Public Service Commission "[Guide to the Priority Information Management System.](#)"

Appendix “C”

Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada With Respect to Article 45.10 Hours of Work at Correctional Service of Canada

The parties agree to establish a joint committee comprised of equal representation that shall meet within sixty (60) days of the signing of the present agreement to review and decide upon hours of work, including appropriate preparation and administrative time (non-contact time) and rest periods, for 12-month ED-ESTs at Correctional Service of Canada. When an agreement is reached, it shall become effective immediately, and shall form part of the next collective agreement.

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

Appendix “D”

Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada With Respect to Class Size and Class Size Related Issues for the Department of Indigenous Services Schools

The parties adhere to the principle that as a profession the Department of Indigenous Services is required to adopt, at a minimum, the provincial standards for education that have been established under the relevant legislation and regulations applicable within the province in which the Department of Indigenous Services schools are located.

The parties agree to the establishment of a Local Class Size Committee in each community where federal the Department of Indigenous Services schools are located.

The purpose of a Local Class Size Committee is to provide an annual opportunity for a committee of teachers from the school, or family of schools, to review the projected enrolment and the planned class placement of students by grade, or multi-graded classroom assignments where such may be required, for the following school year.

A Local Class Size Committee may make recommendations to the Principal(s) of the school(s) on the organization of classrooms and class sizes while taking into consideration the projected enrolment of the school(s), teaching and course load requirements, accommodation of identified special education pupils, and timetable scheduling within the available professional staffing allocation for the following school year.

A Local Class Size Committee may also make written recommendations to the respective Superintendent of Education or Director of Education where staffing concerns cannot be addressed at the school level. Teaching assignments for the next school year are subject to the approval of the Director of Education, or designate, and every effort will be made to confirm these by April 15 of the current school year.

In the event that the staffing allocation to the school(s) results in an average class size, in the aggregate, which exceeds the provincial norms established by statute or regulation, a Regional Class Size Committee will be provided an opportunity to make a documented presentation to the appropriate Regional Human Resources Management Committee that will consider the appropriateness for increasing the professional staffing allocation to the program.

Representatives of the Local and the Regional Class Size Committees shall develop their terms of reference regarding class size and class size related issues.

Local Class Size Committee(s)

A Local Class Size Committee, at the request of either party, shall be established in each school.

- a. The teachers of each school shall elect up to three (3) of their number (where applicable, one from each division: Primary, Junior, and Intermediate) as members of the Local Class Size Committee for the school.
- b. The teachers of a family of schools shall elect up to six (6) of their number (where applicable, two from each division: Primary, Junior, and Intermediate) as members of the Local Class Size Committee for the family of schools.
- c. Each Local Class Size Committee will meet a minimum of two (2) times per school year, no later than April 15 of the current school year and September 15 of the following school year, with the principal(s) of the school(s) and, where required, with the Superintendent of Education or Director of Education.

Regional Class Size Committee

A Regional Class Size Committee shall be formed of three (3) representatives from the Local Class Size Committee(s) and up to three (3) Principals/Vice Principals. The Regional Class Size Committee shall be given the opportunity to make a documented presentation for additional professional staffing to the Regional Human Resource Management Committee should it be determined that the teacher staffing allocation results in a higher average class size, in the aggregate, which exceeds the norms established by provincial statute or regulation. The Regional Human Resource Management Committee shall provide a written response no later than two (2) weeks after the documented presentation.

Appendix “E”

Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada With Respect to Hours of Work at the Library and Archives Canada

This is to confirm an understanding reached in negotiations on behalf of employees at Library and Archives Canada in the Education and Library Science Group.

In respect of the application of Article 43: hours of work, paragraphs 43.04(a), (b) and (c), the Employer will consult with the Alliance prior to the reintroduction of the extended hours of service at the Library and Archives Canada.

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

****Appendix “F”****Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada With Respect Gender-Inclusive Language**

This memorandum of understanding (MOU) is to give effect to the agreement reached between the Treasury Board (the Employer) and the Public Service Alliance of Canada (the Alliance) regarding the review of language in the EB, PA, SV and TC collective agreements.

The parties commit to establishing a Joint Committee to review the collective agreements to render the language more gender-inclusive in both official languages. The parties agree that any changes in language will not result in changes in application, scope or value.

To support this review and for purposes of consistency in the federal public service, the Employer will share with the Alliance tools and an approach previously developed to integrate gender-inclusive language into collective agreements.

The Joint Committee will be comprised of an equal number of representatives from the Employer and the Alliance. The Joint Committee will meet within ninety (90) days of the signing of the collective agreement and will endeavour to finalize the review and report to their principals by June 20, 2024. This timeline may be extended by mutual agreement.

This Memorandum of Understanding expires on the expiry date of this collective agreement.

Appendix “G”

Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada With Respect to the Education and Experience Grid for ED-EST Teachers

The parties recognize that the current pay notes may not be adapted to the reality of teachers who teach curriculum through Aboriginal Language(s) and Culture. As such, the parties agree to establish a joint committee comprised of equal representation that shall meet within 90 days of the signing of this agreement to review and decide upon the appropriate placement on the 10-month ED-EST wage grid of teachers who do not appear to meet the minimum requirement for placement on that grid.

These recommendations shall be referred to the Employer and the Alliance for consideration and action no later than June 30, 2011.

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

****Appendix “H”****Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada With Respect to a Joint Learning Program**

This memorandum is to give effect to the agreement reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Program and Administration Services, Operational Services, Technical Services, Border Services and Education and Library Science bargaining units.

The PSAC-TBS Joint Learning Program (JLP) will continue to provide joint training on Union-management issues.

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

Starting on the first day of the month following the date of signature of this agreement and for a two-year period, the Employer further agrees to provide fifty thousand three hundred and twenty-five dollars (\$50,325) per month (for a total of \$1.2 million) to fund a time-limited project to provide training tailored to the learning needs of occupational health and safety committees and representatives. For clarity, this temporary provision expires upon completion of the noted two-year period.

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

****Appendix “I”**

Memorandum Of Understanding Between The Treasury Board and The Public Service Alliance Of Canada With Respect To A Joint Review On Employment Equity, Diversity And Inclusion Training And Information Conflict Management Systems

This memorandum of understanding is to give effect to the agreement reached between the Treasury Board (the Employer) and the Public Service Alliance of Canada (the Alliance).

The parties recognize the importance of a public service culture that fosters employment equity, diversity and inclusion (EEDI); one where all public service employees have a sense of belonging, and where difference is embraced as a source of strength.

The parties also recognize the importance of an inclusive informal conflict resolution experience where employees feel supported, heard and respected.

To that end, the parties commit to establish a Joint Committee to be co-chaired by the Employer and the Alliance who will guide the work of the Committee. The Committee will be comprised of an equal number of representatives of the Employer and the Alliance. Both parties will endeavour to ensure that the membership of the Committee reflects the diversity of the workforce.

The Committee shall meet within thirty (30) days of the ratification of the tentative agreement to establish the terms of reference and establish the frequency of meetings. Subject to the Co-Chairs’ pre-approval, subject-matter experts (SME) may be resourced by the Employer and invited to contribute to the discussions, as required. They may also consider inviting representatives from the Joint Employment Equity Committee (JEEC) of the NJC to contribute to its work.

1. The Committee will review existing training courses related to EEDI which are currently available to employees in the core public administration (CPA) in order to:
 - a. Create an inventory of existing training courses;
 - b. Identify potential training gaps in the inventory of existing training courses and possible options to address them;
2. To ensure employees are fully aware of training opportunities available to them during their normal hours of work, the Committee will make recommendations on options to promote available EEDI training courses to employees.
3. Recognizing that the informal conflict management approach is a pillar of workplace harassment and violence prevention, the Committee will review existing informal conflict management systems (ICMS) currently available to employees of the CPA to:
 - a. identify the specific needs for ICMS in departments or organizations;

- b. draw from existing research and best practices with regards to ICMS that take into consideration EEDI to make recommendations on measures to improve upon ICMS in the CPA.

The parties will endeavour to finalize the review and present the work of the Committee to their principals within one (1) year. This timeline may be extended by mutual agreement.

This memorandum of understanding expires on the expiry date of this collective agreement.

Appendix “J”

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

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

Article 24: severance pay

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

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

a. Layoff

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

b. Resignation

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

c. Rejection on probation

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

d. Retirement

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

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

e. Death

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

f. Termination for cause for reasons of incapacity or incompetence

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

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

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

24.03 Appointment to a separate agency organization

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

24.04 Severance termination

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

Terms of payment

24.05 Options

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

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

24.06 Selection of option

- a. The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.

- b. The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
- c. The employee who opts for the option described in 24.05(c) must specify the number of complete weeks to be paid out pursuant to 24.05(a) and the remainder to be paid out pursuant to 24.05(b).
- d. An employee who does not make a selection under 24.06(b) will be deemed to have chosen option 24.05(b).

24.07 Appointment from a different bargaining unit

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

- a. Subject to 24.02 above, on the date an indeterminate employee becomes subject to this agreement after July 2, 2011, he or she shall be entitled to severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- b. Subject to 24.02 above, on the date a term employee becomes subject to this agreement after July 2, 2011, he or she shall be entitled to severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- c. An employee entitled to a severance payment under subparagraph (a) or (b) shall have the same choice of options outlined in 24.05; however, the selection of which option must be made within three (3) months of being appointed to the bargaining unit.

****Appendix “K”****Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada With Respect to Implementation of the Collective Agreement**

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

1. The effective dates for economic increases will be specified in the collective agreement. Other provisions of the collective agreement will be effective as follows:
 - a. All components of the agreement unrelated to pay administration will come into force on signature of this agreement unless otherwise expressly stipulated.
 - b. Changes to existing and new compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one hundred and eighty (180) days after signature of this agreement, on the date at which prospective elements of compensation increases will be implemented under 2.a).
 - c. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid as per the previous provisions until changes come into force as stipulated in 1.b).
2. The collective agreement will be implemented over the following time frames:
 - a. The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one hundred and eighty (180) days after signature of this agreement where there is no need for manual intervention.
 - b. Retroactive amounts payable to employees will be implemented within one hundred and eighty (180) days after signature of this agreement where there is no need for manual intervention.
 - c. Prospective compensation increases and retroactive amounts that require manual processing will be implemented within four hundred and sixty (460) days after signature of this agreement.

3. Employee recourse

- a. Employees in the bargaining unit for whom this collective agreement is not fully implemented within one hundred and eighty (180) days after signature of this collective agreement will be entitled to a lump sum of two hundred dollars (\$200) non-pensionable amount when the outstanding amount owed after one hundred and eighty-one (181) days is greater than five hundred dollars (\$500). This amount will be included in their final retroactive payment.
- b. Employees will be provided a detailed breakdown of the retroactive payments received and may request that the compensation services of their department or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the Alliance regarding the format of the detailed breakdown.
- c. In such a circumstance, for employees in organizations serviced by the Public Service Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay. For employees in organizations not serviced by the Public Service Pay Centre, employees shall contact the compensation services of their department.

Appendix “L”

Agreement With Respect to Implementation of Union Leave

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

The elements of the new system are as follows:

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

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

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

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

The Joint Committee’s principal work will relate to:

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

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

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

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

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

****Appendix “M”****Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada With Respect to Maternity and Parental Leave Without Pay**

This memorandum of understanding (MOU) is to give effect to the agreement reached between the Treasury Board (the Employer) and the Public Service Alliance of Canada (the Alliance) regarding the review of language under the maternity leave without pay and parental leave without pay articles in the EB, PA, SV and TC collective agreements.

The parties commit to establishing a Joint Committee to review the maternity leave without pay and parental leave without pay provisions to identify opportunities to simplify the language. The parties agree that the opportunities identified will not result in changes in application, scope or value.

The Joint Committee will also compare the interactions between the collective agreements and the Employment Insurance Program and Québec Parental Insurance Plan.

The Joint Committee will be comprised of an equal number of representatives from the Employer and the Alliance. The Joint Committee will meet within ninety (90) days of the signing of the collective agreement and will endeavour to finalize the review and present the work of the Joint Committee to their principals within one (1) year from the signing of this collective agreement. This timeline may be extended by mutual agreement.

This MOU expires on the expiry date of this collective agreement.

****Appendix “N”****Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada With Respect to Pay Simplification Solutions**

The purpose of this Memorandum of Understanding (MOU) is to confirm the parties' commitment to ongoing collaboration with regards to the identification of human resources (HR) and pay administration simplification solutions. The parties recognize that this exercise, may extend beyond the conclusion of negotiations for the current collective agreement.

Given the parties' shared commitment to these ongoing efforts, they may, by mutual consent, avail themselves of article 56 should a revision be necessary to support one (1) or more solutions.

Efforts to identify human resources (HR) and pay administration simplification solutions will continue to focus on topics including but not limited to:

- acting administration;
- liquidation of leave;
- retroactive payments;
- allowances;
- general definitions;
- annual rates of pay;
- extra duty pay;
- union dues.

This MOU expires on the expiry date of this collective agreement, or upon implementation of the Next Generation HR and pay system, whichever comes first, unless otherwise agreed by the parties.

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

This memorandum of understanding is to recognize the ongoing joint commitment of the Treasury Board of Canada (the Employer) to address issues of mental health in the workplace in collaboration with the Public Service Alliance of Canada (the Alliance).

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

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

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

To support the Centre of Expertise on Mental Health, the parties agree to establish a renewed governance structure that includes an Advisory Board. The Advisory Board will be comprised of an equal number of Union and Employer representatives. Each party will be responsible for determining their respective Advisory Board representatives. The Advisory Board will establish terms of reference which may be amended by mutual consent.

This memorandum of understanding expires on the expiry date of this collective agreement.

****Appendix “P”**

Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada in Respect of the Education And Library Science Group: Allowance for Early Childhood Educators (ECE)

1. In an effort to recognize their expanded professional role, the Employer will provide an allowance to Early Childhood Educators employed by the Department of Indigenous Services.
2. The parties agree that employees who are assigned by the Department of Indigenous Services to perform the duties of Early Childhood Educators shall be eligible to receive an allowance in the following amount and subject to the following conditions:
 - a. Effective on date of signature of the collective agreement, employees in an Education Support (EU) subgroup who are qualified, licensed and perform the duties of Early Childhood Educators shall be eligible to receive an allowance to be paid biweekly;
 - b. The employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix A of the collective agreement. This daily amount is equivalent to the annual amount set out below divided by two hundred and sixty decimal eighty-eight (260.88);

Early Childhood Educator (ECE) Allowance

Annual Allowance
\$3,500

- c. The allowance will be added to the calculation of the weekly rate of pay for the maternity and parental allowances payable under clause 22.04 and 22.07 of this collective agreement;
 - d. The allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this agreement.
3. A part-time employee receiving the allowance shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at their hourly rate of pay.
4. Where the employee is entitled to an allowance for less than a full work year, the amount of the allowance will be pro-rated based on the percentage of the work year he or she was so employed.
5. An employee shall not be entitled to the allowance for periods he/she is on leave without pay or under suspension.