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Treasury Board of Canada
Secretariat

Wages effective
Group: *01-12-89*

EDUCATION
(all employees)

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

Code: 209/90

Expiry date:
August 31, 1991

JAN - 3 1991

Canada

0519204

AGREEMENT

. BETWEEN

THE TREASURY BOARD

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

GROUP: EDUCATION
(ALL EMPLOYEES)

CODE: 209/90

EXPIRY DATE: AUGUST 31, 1991

Ended 17/04/91, EP

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** Asterisks denote changes of substance in the terms and conditions of employment from the previous collective agreement.

ARTICLE 1

PURPOSE AND SCOPE OF AGREEMENT

1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Alliance and the employees and to set forth certain terms and conditions of employment including rates of pay for all employees described in the certificate issued by the Public Service Staff Relations Board on January 19, 1968, covering employees of the Education 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 Education Group bargaining unit are employed.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

"Alliance" means the Public Service Alliance of Canada («Alliance»),

"allowance" means compensation payable for the performance of special or additional duties («indemnité»),

"bargaining unit" means the employees of the Employer in the Education Group, described in the certificate issued by the Public Service Staff Relations Board on January 19, 1968 («unité de négociation»),

a "common-law spouse" relationship exists when, for a continuous period of at least one year, an employee

has lived with a person of the opposite sex, publicly represented that person to be his/her spouse and continues to live with the person as if that person were his/her spouse («conjoint de fait»),

"compensatory leave" means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked 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 his certificate of appointment on the day immediately prior to the day on which leave is taken («congé compensateur»),

"continuous employment" has the same meaning as specified in the existing Public Service Terms and Conditions of Employment Regulations of the Employer on the date of signing of this Agreement («emploi continu»),

"daily rate of pay" means:

- (i) in the case of an employee working a school year, as defined in clause 34.01, his 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,
- (ii) in the case of an employee on a twelve (12)-month work year, his weekly rate of pay divided by five (5) («taux de rémunération journalier»),

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

"double time" means two (2) times the employee's hourly rate of pay («tarif double»),

"employee" means a person so defined in the Public Service Staff Relations Act, and who is a member of the Education Group bargaining unit («fonctionnaire»),

"Employer" means Her Majesty in right of Canada as represented by the Treasury Board, and includes any person authorized to exercise the authority of the Treasury Board («employeur»),

"holiday" means: the twenty-four (24)-hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement («jour férié»),

"hourly rate of pay" means *the* daily rate of pay divided by seven and one-half (7 1/2) («taux de remuneration horaire»),

"lay-off" means the termination of an employee's employment because of lack of work or because of the discontinuance of a function («mise en disponibilité»),

"leave" means authorized absence from duty by an employer during his regular or normal hours of work («congé»),

"membership dues" means the dues established pursuant to the constitution of the Alliance as the dues payable by *its* members as a consequence of their membership in the Alliance, and shall not include any initiation fee, insurance premium, or special levy («cotisation syndicale»),

"overtime" means :

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

or

- (if) in the case of a part-time employee, authorized work in excess of the normal daily or weekly hours of work of a full-time employee specified in the relevant Article of this Agreement but does not include time worked on a holiday («heures supplémentaires»),

"spouse" will, when required, be interpreted to include "common-law spouse" («conjoint»),

"straight-time rate" means the employee's hourly rate of pay («tarif normal»),

"teacher" Includes classroom teachers, senior teachers, department heads, assistant principals, principals and, in Correctional Service, supervisors of education («professeur»),

"time and one-half" means one and one-half (1 1/2) times the employee's hourly rate of pay («tarif et demi»),

"weekly rate of pay" means:

- (i) in the case of an employee working a school year, as defined in clause 34.01, his daily rate of pay multiplied by five (5),
- (if) in the case of an employee on a twelve (12)-month work year, his annual rate of pay, plus allowances (if any) divided by fifty-two point one seven six (52.176) («taux de rémunération hebdomadaire»),

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

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

and

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

** ARTICLE 3
APPLICATION

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

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

3.03 Throughout this Agreement, words importing the masculine gender shall include the feminine gender.

ARTICLE 4
RECOGNITION

The Employer recognizes the Alliance as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on the nineteenth (19th) day of January, 1968, covering all of the employees of the Employer in the Education Group in the Scientific and Professional Category.

ARTICLE 5
MANAGERIAL RESPONSIBILITIES

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 6

EMPLOYEE REPRESENTATIVES

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

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

6.03 The Alliance shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 6.02.

6.04

(a) A representative shall obtain the permission of his immediate supervisor before leaving his 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 supervisor before resuming his normal duties.

**

(b) Where applicable, when management requests the presence of an Alliance representative at a meeting, such request will be communicated to the employee's supervisor.

ARTICLE 7

INFORMATION

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

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

ARTICLE 8

STATEMENT OF DUTIES

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

ARTICLE 9

USE OF EMPLOYER FACILITIES

9.01 Reasonable space on bulletin boards in convenient locations will be made available to the Alliance for the posting of **official** Alliance notices. The Alliance shall endeavour to **avoid** requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests **or** to the interests of any of its representatives. Posting of notices, or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Alliance,

including the names of Alliance representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

9.02 The Employer will also continue its present practice of making available to the Alliance specific locations on its premises for the placement of reasonable quantities of literature of the Alliance.

9.03 A duly accredited representative of the Alliance may be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall, in each case be obtained from the Employer.

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

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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 in the bargaining unit. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.

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

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

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

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

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

LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

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

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

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

and

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

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

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

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

and

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

11.03 The Employer will grant leave with pay:

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

and

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

Arbitration Board and Conciliation Board Hearings

11.04 When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Alliance before an Arbitration Board or Conciliation Board.

11.05 The Employer will grant leave with pay to an employee called as witness by an Arbitration Board or Conciliation Board and, when operational requirements permit, leave with pay to an employee called as a witness by the Alliance.

Adjudication

11.06 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

11.07 When operational requirements permit, the Employer will grant to an employee:

- (a) when the Employer originates a meeting with the employee who has presented the grievance, leave with pay when the meeting is held in the headquarters area of the employee and on duty status when the meeting is held outside his headquarters area,

and

(b) when an employee who has presented a grievance seeks to meet with the Employer, leave with pay to the employee when the meeting is held in the headquarters area of such employee and leave without pay when the meeting is held outside the headquarters area of such employee.

11.08 When an employee wishes to represent. at a meeting with the Employer, an employee who has presented a grievance, the Employer will arrange the meeting having regard to operational requirements, and will grant leave with pay to the representative when the meeting is held in his headquarters area and leave without pay when the meeting is held outside his headquarters area.

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

Contract Negotiation Meetings

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

Preparatory Contract Negotiation Meetings

11.11 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

11.12 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.

**

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

Representatives' Training Courses

CE
D-3

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

ARTICLE 12

LEAVE GENERAL

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

12.02 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 he becomes subject to this Agreement, shall be retained by the employee.

12.03 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.

12.04 An employee who, on the day that this Agreement is signed, is entitled to receive furlough leave, that is to say, five (5) weeks' leave with pay upon

completing twenty (20) years of continuous employment retains his entitlement to furlough leave subject to the conditions respecting the granting of such leave that are in force on the day that this Agreement is signed.

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

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

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

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ARTICLE 13

DESIGNATED PAID HOLIDAYS

Exclusion

Employees in the ED-EST sub-group of the Education Group who work the school year as defined in paragraph 34.01 (a) are excluded from the provisions of this Article.

13.01 Subject to clause 13.02, the following days shall be designated paid holidays for employees:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,

- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday, .
- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August,
- (l) one additional day when proclaimed by an Act of Parliament as a national holiday.

13.02 An employee absent without pay on both his full working day immediately preceding and his 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 11, Leave With or Without Pay For Alliance Business.

13.03 **When** a day designated as a holiday under clause 13.01 coincides with an **employee's** day of rest, the holiday shall be moved to the first scheduled working day **following** his 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 13.01 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.

13.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 13.03:

(a) work performed by an employee on the day from which the holiday was moved shall be considered as work 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.

13.05 When an employee works on a holiday, he shall be paid:

~~(a)~~ ^{3 1/2} time and one-half (1 1/2) for all hours worked up to seven and one half (7 1/2) hours and double (2) time thereafter, in addition to the pay that he would have been granted had he not worked on the holiday,

or

(b) upon request, and with the approval of the Employer, he may be granted:

(I) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday,

and

(ii) pay at one and one-half (1 1/2) times the straight-time rate of pay for all

hours worked up to seven and one half (7 1/2) hours,

and

(iii) pay at two (2) times the straight-time rate of pay for all hours worked by him on the holiday in excess of seven and one half (7 1/2) hours.

(c) (i) Subject to operational requirements and adequate advance notice, the employer shall grant lieu days at such times as the employee may request.

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(ii) When in a fiscal year an employee has not been granted all of his lieu days as requested by him, at his option, such lieu days shall be paid ~~off~~ at his straight-time rate of pay or carried over for one year. In all other cases unused lieu days shall be paid off at the employee's straight-time rate of pay.

(iii) The straight-time rate of pay referred to in 13.05(c)(ii) shall be the rate in effect when the lieu day was earned.

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

(1) compensation in accordance with the provisions of clause 13.05;

or

**

(ii) three (3) hours pay calculated at the applicable overtime rate of pay.

13.07 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than his normal place of work,

time spent by the employee reporting to work or returning to his residence shall not constitute time worked.

13.08 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.

ARTICLE 14

VACATION LEAVE WITH PAY

14.01 Accumulation of Vacation Leave Credits

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

**

(b) Subject to the "Summer Leave" provision (14.15), an employee on a twelve (12)-month work year shall earn vacation leave credits for each calendar month during which he receives pay for at least ten (10) days at the following rate:

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01-03

(i) one and one-quarter (1 1/4) days until the month in which the anniversary of his eighth (8th) year of continuous employment occurs;

08-04

(ii) one and two-thirds (1 2/3) days commencing with the month in which his eighth (8th) anniversary of continuous employment occurs;

19-05

(iii) two and one-twelfth (2 1/12) days commencing with the month in which his nineteenth (19th) anniversary of continuous employment occurs;

** (iv) effective April 1, 1990, two and one-half (2 1/2) days ~~commencing~~ with the month in which his thirtieth (30th) anniversary of continuous employment occurs.

30-06

(v) However, an employee who is entitled to or who has received furlough leave shall have the vacation leave credits earned under this Article, reduced by five-twelfths (5/12ths) of a day per month from the beginning of the month in which the employee completes his twentieth (20th) year of continuous employment until the beginning of the month in which the employee completes his twenty-fifth (25th) year of continuous employment.

** (c) Effective the date of signing, the words "continuous employment" in this clause to be changed to "service".

** (d) For the purpose of clause 14.01 (b) only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Public Service within one year following the date of lay-off.

14.02 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) not to recall an employee to duty after he has proceeded on vacation leave;

**

- (b) to grant the employee his vacation leave during the fiscal year in which it is earned and in a manner acceptable to the employee if so requested by the employee prior to March 31st, for periods of leave which extend between May 1st and October 31st and if so requested by the employee prior to October 1st, for periods of leave which extend between November 1st and April 30th;
- (c) 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.

14.03 The Employer may for good and sufficient reason grant vacation leave on shorter notice than that provided for in clause 14.02.

14.04 Entitlement to Vacation Leave

An employee is entitled to vacation leave to the extent of his 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.

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

14.06 Where, in respect of any period of vacation leave, an employee

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

the period of vacation leave 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.

**

14.07 Carry-over Provisions

- (a) Where in any vacation year an employee has not been granted all of the vacation leave with pay credited to him or her, the unused portion of the employee's vacation leave shall be carried over into the following vacation year.
- (b) During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of fifteen (15) days may be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position on March 31st, of the previous vacation year.

14.08 Recall From Vacation Leave

Where, during any period of vacation leave, an employee is recalled to duty, he shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he incurs

- (a) in proceeding to his place of duty,
and
- (b) in returning to the place from which he was recalled if he immediately resumes vacation upon completing the assignment for which he was recalled,

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

14.09 The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under clause 14.08 to be reimbursed for reasonable expenses incurred by him.

14.10 When the Employer cancels or alters a scheduled period of vacation or furlough leave of an employee, the employee shall be reimbursed for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to presentation of such documentation as the Employer may require.

14.11 leave When Employment Terminates

When an employee dies or otherwise ceases to be employed, he or his estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation and furlough leave with pay to his credit by the daily rate of pay applicable immediately prior to the termination of his employment.

14.12 Notwithstanding clause 14.11, an employee whose employment is terminated by reason of a declaration that he abandoned his position, is entitled to receive the payment referred to in clause 14.11, if he requests it within six (6) months following the date upon which his employment is terminated.

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14.13 Appointment to a Separate Employer

Notwithstanding clause 14.11, an employee who resigns to accept an appointment with an organization listed in Part II of Schedule I of the Public Service Staff Relations Act may choose not to be paid for unused vacation and furlough leave credits, provided that the appointing organization will accept such credits.

14.14 Advance Payments

The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commences.

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.

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

Employees shall be granted leave without pay during the months of May, June, July, August and September provided a request for such leave is received by the Employer on or before March 31st in each year, and provided that leave without pay immediately follows the annual leave. The total number of requests for leave without pay, spread over the aforementioned five (5) months shall not exceed four per cent (4%) of the employees subject to this agreement. The total number of weeks of leave with pay earned by the employee together with the total number of weeks of leave without pay granted to the

employee shall not exceed ten (10) weeks. The period of leave of absence without pay shall be considered as time worked for the purpose of accruing leave credits providing the employee continues in the employment of the Employer in the month immediately following the employee's return to work.

ARTICLE 15

OTHER LEAVE WITH OR WITHOUT PAY

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Grandfather Protection

In accordance with the definition of Grandfather Protection, page B-1 of Appendix "B", clause 15.06 does not apply to certain employees in the ED bargaining unit. See Appendix "B", clause 15.06 for protected provisions. (Arbitral Award, August 28, 1990.)

15.01 Marriage Leave With Pay

(a) After the completion of one (1) year's continuous employment in the Public Service, and providing an employee gives the Employer at least five (5) days' notice, he shall be granted five (5) days' marriage leave with pay for the purpose of getting married.

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(b) For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.

15.02 Bereavement Leave With Pay

For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse resident

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with the employee), child (including child of common-law spouse), stepchild or ward of the employee, father-in-law, mother-in-law, and relative permanently residing in the employee's household or with whom the employee permanently resides.

- (a) When a member of his immediate family dies, an employee shall be entitled to a bereavement period of four (4) consecutive calendar days which does not extend beyond the day following the day of the funeral. During such period he shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- (b) In special circumstances and at the request of the employee, the four (4)-day bereavement period may be moved beyond the day following the day of the funeral but must include the day of the funeral.
- (c) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his grand-parent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (d) If, during a period of Compensatory leave, an employee is bereaved in circumstances under which he would have been eligible for bereavement leave with pay under paragraph (a), (b) or (c) of this clause, he shall be granted bereavement leave with pay and his compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- (e) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave

with pay for a period greater than that provided for in clause 15.02 (a) and (c).

15.03 Maternity Leave Without Pay

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(A) (i) 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 twenty-six (26) weeks after the termination date of pregnancy, subject to the Paternity Leave Without Pay clause 15.04(d).

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(a) Nevertheless, where the employee's newborn child is born prematurely, or is born with, or contracts, a condition that requires its hospitalization within the period defined in subsection (i) above, the period of maternity leave without pay therein defined may be extended beyond the date falling twenty-six (26) weeks after the date of childbirth by a period equal to the period during which the child is hospitalized.

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(b) In any case described in subsection (i)(a) above where the employee has proceeded on maternity leave without pay and then returns to work during all or part of the period during which her newborn child is hospitalized, she may resume her maternity leave without pay when the child's hospitalization is over and remain on maternity leave without pay to the extent provided for in subsection (i)(a).

- ** (c) The extension described in subsection (i)(a) or (b) shall end no later than fifty-two (52) weeks after the termination date of pregnancy.
- (ii) At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.
- (iii) An employee who has not commenced maternity leave without pay may elect to:
 - (a) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates,
 - (b) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Sick Leave With Pay Article. For purposes of this clause, illness or injury as defined in the Sick Leave Article shall include medical disability related to pregnancy.
- (B) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur.
- (C) (i) After completion of six (6) months' continuous employment, an employee who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that she has applied for and is eligible to receive unemployment insurance benefits

pursuant to Section 30, Unemployment Insurance Act, 1971, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.

- (ii) An applicant under clause 15.03(C)(i) shall sign an agreement with the Employer, providing:
 - (a) that she will return to work and work for a period of at least six (6) months, less any period in respect of which she is granted leave with pay;
 - (b) that she will return to work on the date of the expiry of her pregnancy leave, unless this date is modified with the Employer's consent.
- (iii) Should the employee fail to return to work as per the provisions of clause 15.03(C)(ii)(a) and (b) for reasons other than death or lay-off, the employee recognizes that she is indebted to the Employer for the full amount received as maternity leave allowance.
- (D) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving unemployment insurance maternity benefits, an allowance of ninety-three percent (93%) of her weekly rate of pay for each week of the two-week waiting period less any other monies earned during this period; and/or

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- (ii) up to a **maximum** of fifteen (15) weeks, payment **equivalent** to the difference between the UI benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during the period which may result in a decrease in UI benefits to which the employee would have been **eligible** if no extra monies had been earned during this period.
- (iii) (a) for a **full-time** employee the weekly rate of pay referred to in clause 15.03(D)(i) and (ii) shall be the weekly rate of pay, to which she is **entitled** for the classification prescribed in her certificate of appointment of her substantive position, on the day immediately preceding the commencement of the maternity leave;
- (b) for a part-time employee the weekly rate of pay referred to in clause 15.03(D)(i) and (ii) shall be the full-time weekly rate of pay for the classification **prescribed** in her **certificate** of appointment of her substantive position multiplied by the fraction obtained by dividing the employee's **assigned** hours of work averaged over the last six **(6)-month period** of continuous employment by the regularly scheduled **full-time** hours of work for the employee's classification on the day immediately preceding the commencement of the maternity leave.
- (iv) where an employee becomes eligible for a pay increment or an economic adjustment during **the** benefit period, payments

under clause 15.03(D)(i) or (ii) shall be adjusted accordingly.

- (E) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.

15.04 Paternity Leave Without Pay

- (a) A male employee who intends to request paternity leave shall notify the Employer at least fifteen (15) weeks in advance of the expected date of the birth of his child.
- (b) A male employee may request paternity leave without pay at least four (4) weeks prior to the expected date of the birth of his child and, subject to sections (c) and (d) of this clause, shall be granted paternity leave without pay for a period beginning on the date of the birth of his child (or at a later date requested by the employee) and ending not later than twenty-six (26) weeks after the date of the birth of his child.
- (c) The Employer may:
 - (i) defer the commencement of paternity leave without pay at the request of an employee;
 - (ii) require an employee to submit a birth certificate of the child.
- (d) Paternity leave without pay and maternity leave without pay after the termination of pregnancy utilized by an employee-couple in conjunction with the birth of their child shall not exceed a total of twenty-six (26) weeks for both employees combined.
- (e) Leave granted under this clause shall be counted for the calculation of "continuous

employment" for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.

15.05 Adoption Leave Without Pay

- (a) An employee who intends to request adoption leave shall notify the Employer as soon as the application for adoption has been approved by the adoption agency.
- (b) An employee may **request** adoption leave without pay at least four (4) weeks prior to the acceptance of custody of a child below the age of majority and, subject to section (c) of this clause, shall be granted adoption leave without pay for a period beginning on the date of such acceptance of custody or at a later date requested by the employee and ending not later than twenty-six (26) weeks after the date of such acceptance of custody. *6/17/2020*
- (c) The Employer may:
 - (i) defer the commencement of adoption leave **without** pay at the request of an employee;
 - (ii) grant the employee adoption leave with less than four (4) weeks' notice prior to the acceptance of custody;
 - (iii) require an employee to submit proof of adoption.
- (d) Adoption leave without pay utilized by an employee-couple in conjunction with the adoption of a child shall not exceed a total of twenty-six (26) weeks for both employees combined.
- (e) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating *3/2/20*

severance pay and vacation leave. Time spent on such leave shall be counted for pay increment purposes.

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

Subject to operational requirements, an employee shall be granted leave without pay for the personal care and nurturing of the employee's pre-school age children in accordance with the following conditions:

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- (i) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
- (ii) leave granted under this clause Shall be for a minimum period of six (6) weeks;
- (iii) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in the Public Service;
- (iv) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purposes of calculating severance pay and from the calculation of "service" for the purposes of calculating vacation leave;
- (v) time spent on such leave shall not be counted for pay increment purposes.

15.07 Leave Without Pay for Personal Needs

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

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- (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 (a) and (b) of this clause during his 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 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 vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

15.08 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 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.

15.09 Leave With Pay for Family-Related Responsibilities

(a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.

(b) The Employer shall grant leave with pay under the following circumstances:

(i) up to one-half (1/2) day for a medical or dental appointment when the dependent family member is incapable of attending the appointments by himself, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize his absence from work. An employee requesting leave under this provision must notify his supervisor of the appointment as far in advance as possible;

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(ii) up to two (2) consecutive days of leave with pay to provide for the temporary care of a sick member of the employee's family;

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(iii) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child.

This leave may be divided into two (2) periods and granted on separate days.

- (c) The total leave with pay which may be granted under sub-clauses (b)(i), (ii) and (iii) shall not exceed five (5) days in a fiscal year.

15.10 Court Leave

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

- (a) to be available for jury selection;
- (b) to serve on a jury;
- (c) by subpoena or summons to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice or before a grand jury,
 - (ii) before a court, judge, justice, magistrate or coroner,
 - (iii) before the Senate or **House** of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of his 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.

15.11 Injury-on-duty Leave

An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be 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 duties and not caused by the employee's willful misconduct,
- or
- (b) an industrial illness or a disease arising out of and in the course of his employment,

if the employee agrees to remit to the Receiver General of Canada any amount received by him 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 his agent has paid the premium.

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15.12 Personnel Selection Leave

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

15.13 Leave With or Without Pay for Other Reasons

At its discretion, the Employer may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent his reporting for duty. Such leave shall not be unreasonably withheld;
- (b) leave with or without pay for purposes other than those specified in this Agreement.

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ARTICLE 16

SICK LEAVE WITH PAY

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Credits

16.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which he receives pay for at least ten (10) days.

For the purpose of 16.01, an employee working a school year as defined in this Agreement is deemed to have received pay for at least ten (10) days per month during the summer break period, provided the employee continues in the employment of the Employer in the following school year.

Granting of Sick Leave

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

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

and

(b) he has the necessary sick leave credits.

16.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury, he was unable to perform his duties shall, when delivered to the Employer, be considered as meeting the requirements of clause 16.02(a).

16.04 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 16.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee:

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

or

(b) for a period of up to fifteen (15) days in all other cases.

subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

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

16.06 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.

16.07 Sick leave credits earned but unused by an employee during a previous period of employment in the Public Service shall be restored to an employee whose employment was terminated by reason of lay-off

and who is reappointed in the Public Service within one (1) year from the date of lay-off.

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16.08 The Employer agrees that an employee recommended for release from employment under Section 31 of the Public Service Employment Act for incapacity by reason of ill-health shall not be released at a date earlier than the date at which the employee will have utilized his accumulated sick leave credits.

ARTICLE 17

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SEVERANCE PAY

17.01 Under the following circumstances and subject to clause 17.02, an employee shall receive severance benefits calculated on the basis of his weekly rate of pay:

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(a) Lay-off

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(i) On the first lay-off two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment.

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(ii) On second or subsequent lay-off one (1) week's pay for each complete year of continuous employment, less any period in respect of which he was granted severance pay under 17.01(a)(i) above.

(b) Resignation

On resignation, subject to clause 17.01(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.

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(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 for each complete year of continuous employment with a maximum benefit of twenty-seven (27) weeks' pay.

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(d) Retirement

(i) On retirement, when an employee is entitled to an immediate annuity under the Public Service Superannuation Act or when he 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 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 were a contributor under the Public Service Superannuation Act,

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

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(e)

Death

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

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(f)

Release for 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 release for incapacity pursuant to the provisions of Section 31 of the Public Service Employment 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 release for incompetence pursuant to the provisions of Section 31 of the Public Service Employment Act, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

17.02 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 clause 17.01 be pyramided.

17.03 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in his certificate of appointment on the date of the termination of his employment.

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17.04 Appointment to a Separate Employer
Organization

Notwithstanding 17.01 (b), an employee who resigns to accept an appointment with an organization listed in Part II of Schedule I of the Public Service Staff Relations Act may choose not to be paid severance pay provided that the appointing organization will accept the employee's Part I service for its severance pay entitlement.

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ARTICLE 18

TRAVELLING TIME

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

18.02 When an employee is required to travel outside his 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 clauses 18.03 and 18.04. Travelling time shall include time necessarily spent at each stop-over enroute provided such stop-over is not longer than three (3) hours.

18.03 For the purposes of clauses 18.02 and 18.04, the travelling time for which an employee shall be compensated is as follows:

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,

For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to his destination and, upon his return, direct back to his residence or work place.

In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which case compensation for traveling time shall not exceed that which would have been payable under the Employer's original determination.

18.04 If an employee is required to travel as set forth in clauses **18.02** and **18.03**:

- (a) On a normal working day on which he travels but does not work, the employee shall receive his regular pay for the day.
- (b) On a normal working day on which he travels and works, the employee shall be paid:
 - (i) his regular pay for the day for a combined period of travel and work not exceeding his regular scheduled working hours,
 - and
 - (ii) at the applicable overtime rate for additional travel time in excess of his regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed **eight (8) 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 eight (8) hours' pay at the straight-time rate of pay.

18.05 This Article does not apply to an employee when he travels by any type of transport in which he is required to perform work. In such circumstances, the employee shall receive the greater of:

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

or

- (b) pay for actual hours worked in accordance with Article 20, Designated Paid Holidays and the overtime provisions of this Agreement.

18.06 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.

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ARTICLE 19

EDUCATION LEAVE WITHOUT PAY
AND CAREER DEVELOPMENT LEAVE

EDUCATION LEAVE

for the purposes of this article, the Employer will normally consider once per year the applications for education leave, when the courses begin after June 1st of the current year and end no later than June 30th of the following year.

Education Leave

19.01 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 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.

19.02 Applications for education leave must normally be submitted to the Employer by April 1st of the previous school year by all employees except employees of the Department of Indian and Northern Affairs, who are required to submit their applications for leave to the Employer prior to January 31st.

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

19.04 The criteria for selection proposed by the Employer are submitted to the appropriate Alliance representative for consultation purposes, as provided for in Article 21. Subsequent to such consultation, the Employer chooses the selection criteria which will be used and provides a copy of these to the appropriate Alliance representative.

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

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

19.06 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 his basic salary.

19.07 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.

19.08 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.

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

If the employee:

- (a) fails to complete the approved programme of studies;
- (b) does not resume his employment with the Employer following completion of the programme;

or

- (c) ceases to be employed before termination of the period he has undertaken to serve after completion of the programme,

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

19.10 The employee shall be returned to a position at a basic salary level not lower than the one he enjoyed before the leave was taken.

PROFESSIONAL DEVELOPMENT

19.11 Professional Development

- (a) Professional development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering his professional development and to the organization in achieving its goals. The following activities shall be deemed to be part of professional development:
- (i) a course given by the Employer;
 - (ii) a course offered by a recognized academic institution;
 - (iii) a research program carried out in a recognized institution;
 - (iv) a symposium, seminar, convention or study session in a specialized field directly related to the employee's work.
- (b) Where an employee has submitted an application for professional development leave in one of the activities described in clause 19.11 (a) above and has been selected by the Employer, he shall continue to receive his normal salary plus any allowances that apply, in addition to any increments to which he may be entitled. The employee shall receive no pay under Article 31 and Article 18 during time spent on professional development leave provided for in this clause.
- (c) Employees taking professional development training shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

(d) Once the Employer has selected an employee for professional development leave, according to clause 19.11 (a) (i), (ii), (iv) above, he shall consult with him to determine the institution where the work or study program concerned will be undertaken and the duration of the programme.

19.12 Examination Leave

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

19.13 Attendance at Courses at the Request of the Employer

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

** ARTICLE 20

SHIFT PREMIUMS

** 20.01 Shift Premium $\frac{44-45}{100100}$

An employee working on shifts, half or more of the hours of which are regularly scheduled between 4:00 p.m. and 8:00 a.m. will receive a shift premium of one dollar (\$1.00) per hour for all hours worked, including overtime hours, between 4:00 p.m. and 8:00 a.m. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m. (Effective August 28, 1990)

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20.02 Weekend Premium

- (a) Employees shall receive an additional premium of seventy-five cents (75¢) per hour for work on a Saturday and/or Sunday for hours worked as stipulated in (b) below;
- (b) weekend premium shall be payable in respect of all regularly scheduled hours at straight-time rates worked on Saturday and/or Sunday.

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ARTICLE 21

JOINT CONSULTATION

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Consultation Committees

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

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

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

21.03 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.

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

21.05 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.

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

21.07 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 22

ILLEGAL STRIKES

The Public Service Staff Relations Act provides penalties for engaging in illegal strikes. Disciplinary action may also be taken, which will include penalties up to and including discharge, for participation in an illegal strike as defined in the Public Service Staff Relations Act.

ARTICLE 23

HEALTH AND SAFETY

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 24

GRIEVANCE PROCEDURE

24.01 In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council of the Public Service on items which may be included in a collective agreement and which the parties to this agreement have endorsed, the grievance procedure will be in accordance with Section 7.0 of the NJC By-Laws.

24.02 Subject to and as provided in Section 91 of the Public Service Staff Relations Act, an employee who feels that he has been treated unjustly or considers himself aggrieved by any action or lack of action by the Employer in matters other than those

arising from the classification process is entitled to present a grievance in the manner prescribed in clause 24.05 except that,

- (a) where there is another administrative procedure provided by or under any Act of Parliament to deal with his 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, he is not entitled to present the grievance unless he has the approval of and is represented by the Alliance.

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

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

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

24.04 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to

whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Alliance.

24.05 An employee who wishes to present a grievance at a prescribed level in the grievance procedure, shall transmit this grievance to his **immediate** supervisor or local officer-in-charge who shall forthwith:

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

24.06 Where **it** is necessary to present a grievance by **mail**, the grievance shall be deemed to have been presented on the day on which **it** is postmarked and **it** shall be deemed to have been received by the Employer on the date **it** is delivered to the appropriate office of the department or agency concerned. Similarly the Employer **shall** be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time **limit** within which the **grievor** may present his 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.

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

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

24.09 The Alliance shall have the right to consult with the Employer **with** respect to a grievance at each

level of the grievance procedure. Where consultation is with the deputy head, the deputy head shall render the decision.

24.10 An employee may present a grievance to the First Level of the procedure in the manner prescribed in clause 24.05, not later than the twenty-fifth (25th) day after the date on which he is notified orally or in writing or on which he first becomes aware of the action or circumstances giving rise to grievance.

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

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

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

24.14 Where an employee has been represented by the Alliance in the presentation of his 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.

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

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

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

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

24.19 Where the Employer discharges an employee, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be presented at the final level only.

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

24.21 An employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless he was unable to comply with the **prescribed** time limits due to circumstances beyond his control.

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

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

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

or

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

and his grievance has not been dealt with to his satisfaction, he may refer the grievance to adjudication in accordance with the provisions of the Public Service Staff Relations Act and Regulations.

24.24 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of a provision of a Collective Agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the bargaining agent for the bargaining unit to which the Collective Agreement or arbitral award applies signifies in prescribed manner:

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

and

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

ARTICLE 25

PAY ADMINISTRATION

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

25.02 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 he is appointed, if the classification coincides with that prescribed in his certificate of appointment;

or

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

25.03

- (a) The rates of pay set forth in Appendix "A" shall become **effective** on the dates specified therein.
- (b) Clause **25.03(c)** supersedes the Retroactive Remuneration Directives.
- (c) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of this Agreement the following shall apply:
 - (i) "retroactive period" for the purpose of clauses (ii) to (v) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day this Agreement is signed or when an arbitral award is rendered therefor;
 - (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 this bargaining unit during the retroactive period.
 - (iii) rates of pay shall be paid in an amount equal to what would have been paid had this Agreement been signed or an

arbitral award rendered therefor on the effective date of the revision in rates of pay;

- (iv) in order for former employees or, in the case of death, for the former employees' representatives to receive payment in accordance with clause (c)(iii), the Employer shall notify, by registered mail, such individuals at their last known address that they have 30 days from the date of receipt of the registered letter to request in **writing such** payment, after which time any **obligation** upon the Employer to provide payment ceases;
- (v) no payment or no notification shall be made pursuant to this clause for one dollar or less.

25.04 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.

25.05 This article is subject to the Memorandum of Understanding signed by the Employer and the Public Service Alliance of Canada dated February 9, 1982 in respect of red-circled employees.

25.06 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.

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25.07 When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and

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performs those duties for at least ~~five (5) consecutive~~ working days, he shall be paid ~~acting pay calculated~~ from the date on which he ~~commenced~~ to act as if he had been appointed to that higher classification level for the period in which he acts. (Arbitral Award, August 28, 1990)

25.08 When the regular pay day for an employee falls on his day of rest, every effort shall be made to issue his cheque on his last working day, provided it is available at his regular place of work.

ARTICLE 26

TERMINATION OR TRANSFER OF OPERATIONS

26.01 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.

26.02 In accordance with clause **26.01** where an employee is ~~offered employment~~ with another jurisdiction and he is not permitted to retain substantially the same entitlement to credits in respect to sick leave, special leave, and severance pay, as were accumulated during his service with the Employer, he shall, for the purpose of this agreement, be deemed to be on lay-off from the effective date of ~~termination~~ or turnover of the operation and entitled to benefits as set forth in clauses **17.02**, **17.03** and **17.04** of this agreement.

26.03 The provisions of clause **17.05** shall apply to an employee who is offered the retention of substantially the same entitlement to credits accumulated during his service with the Employer and who declines employment on this basis.

26.04 When an official application to negotiate the takeover of a school is received from a band council,

the Department of Indian and Northern Affairs will notify the appropriate Alliance representative as soon as possible.

26.05 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 27

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

27.01

- (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 him at that time. An employee's signature on his assessment form will be considered to be an indication only that its contents have been read and shall not indicate his concurrence with the statements contained on the form.
- (b) The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.
- (c) An employee has the right to make written comments to be attached to the performance review form.

27.02

- (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.

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

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ARTICLE 28

MISCELLANEOUS

28.01 Any service rendered by an employee on duties classified in the Education Group shall be used in determining the employee's increment step on the EST or LAT pay grids.

28.02 Previous Experience - Teacher Aide

A teacher aide shall be recognized:

- (a) one year experience for each year of service rendered as a teacher in full charge of a classroom,
- (b) half of the service gained in a classroom as a teacher aide, upon appointment to the EST sub-group.

28.03 Subject to clause 28.02 (a), one full year of experience must be granted in the following circumstances:

- (a) any complete school year;
- (b) any fraction of a school year of six (6) months or more.

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

a) PROFESSIONAL DEVELOPMENT SESSIONS

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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 will be considered on duty provided that he performs duties as assigned by the Employer for the duration of the professional development session.

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

b) TRANSPORTATION

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

28.05 This clause applies to employees certified in the Language Teaching Sub-Group.

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 29

REIMBURSEMENT FOR TRAINING
OUTSIDE NORMAL WORKING HOURS

Employees shall be reimbursed for correspondence courses and other if taking place outside normal working hours in accordance with the Labor Board 718445, date March 30, 1973, and its amendments.

ARTICLE 30

AGREEMENT RE-OPENER

This Agreement may be amended by mutual consent.

** ARTICLE 31

OVERTIME

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

31.02 When an employee is required by the Employer to work overtime, compensation shall be granted on

the basis of time and one-half (1 1/2) for all hours worked in excess of the normal daily hours of work in each work day.

31.03

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

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

31.05 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.

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

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

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

ARTICLE 32

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NATIONAL JOINT COUNCIL AGREEMENTS

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

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

32.03 The following directives, policies or regulations, as amended from time to time by National Joint Council recommendation and which have been approved by the Treasury Board of Canada, form part of this collective agreement:

- (1) Foreign Service Directives;
- (2) Travel Policy;
- (3) Withdrawal from Work in Imminent Danger Policy and Procedures;
- (4) Isolated Posts Directive;
- (5) Clothing Policy;
- (6) Living Accommodation Charges Policy;
- (7) First Aid to the General Public - Allowance for Employees;

- (8) Memorandum of Understanding on the Definition of the Word "Spouse";
- (9) Relocation Policy;
- (10) Commuting Assistance Policy;
- (11) Bilingualism Bonus Policy;
- Health/Safety Standards (12/27): $\frac{66}{9}$
- (12) Boilers and Pressure Vessels; ✓
- (13) Dangerous Substances; ✓ $\frac{65}{3}$
- (14) Electrical;
- (15) Elevating Devices;
- (16) First Aid;
- (17) Hand Tools and Portable Power Tools
- (18) Hazardous Confined Spaces; ✓
- (19) Machine Guarding;
- (20) Materials Handling;
- (21) Motor Vehicle Operations;
- (22) Noise Control and Hearing Conservation;
- (23) Personal Protective Equipment;
- (24) Pesticides;
- (25) Elevated Work Structures;
- (26) Use and Occupancy of Buildings;
- (27) Sanitation;
- (28) Work Force Adjustment Policy. — 22-E

During the term of this Collective Agreement, other directives, policies or regulations may be added to the above noted list.

32.04 Grievances in regard to the above directives, policies or regulations shall be filed in accordance with clause **24.01** of the Article on grievance procedure in this Collective Agreement.

ARTICLE 33

JOB SECURITY

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

ARTICLE 34

WORK YEAR AND HOURS OF WORK FOR THE EO-EST SUB-GROUP

Indian and Northern Affairs Canada

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

- (a) "School year" applicable to a teacher of the Department of Indian and Northern Affairs, means the period extending from September 1 to August 31 of the following year. The number of working days in the school year shall not exceed those designated by the province, territory or provincial school unit within which geographical area the teacher is working. Working day: will include teaching days and professional development days.

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- (b) Teachers of the Department of Indian and Northern Affairs who work a ten (10)-month work year and who wish to leave the service

before the beginning of the next school year will make every effort to submit their resignation no later than the 30th of April and shall provide one (1) months' notice of resignation to the Employer if they wish to leave the service during the school year.

34.02 Except as provided in clause 34.04, the working day of a teacher working a school year shall be the same as that designated by the province, territory or school unit in which the teacher is working. The teacher shall be entitled to the same designated holidays, Christmas break, Easter or mid-winter break, and summer break, as observed by school boards of the province or territory in which he works.

34.03 The commencement and termination of the school day of a teacher covered by clause 34.01 shall be in accordance with the practice prevailing in non-federal schools of the province or territory in which the school is located with the additional provision that teachers shall be required to be on duty fifteen (15) minutes before the time of opening of school in the morning.

34.04 When an agreement in writing is reached between the Employer and the majority of the teachers in a school, the schedule of working days and the duration of a working day may vary from those established in clauses 34.01, 34.02 and 34.03 provided that the total number of working days do not exceed those established in clause 34.01.

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34.05 When a teacher works (or attends orientation seminars at the request of the Employer) on a day other than a day provided for in clause 34.01 or 34.04; he shall be provided compensation on a day-for-day basis. This payment shall be calculated in accordance with clause 2.01 (s) as will any deduction from pay as a result of a teacher being on leave without pay.

34.06 Unless it is impractical for the Employer to have persons other than teachers provide lunch hour supervision, the teachers will be relieved of such supervisory duties.

34.07 Except as provided for in this agreement, a teacher working a school year, as defined in clause 34.01 will not be entitled to leave with pay during periods in which he is not scheduled to work.

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

- (a) Guidance and Vocational Counsellors in the Department of Indian and Northern Affairs shall be on a twelve (12)-month work year and the work day for such an employee shall be seven and one-half (7 1/2) hours or such lesser period as the Employer may schedule.
- (b) Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, an employee may complete his weekly hours of employment in a period of other than five (5) full days provided that over a period of twenty-eight (28) calendar days the employee works an average of thirty-seven and one-half (37 1/2) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for him.

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

Employees covered by this clause shall be subject to the variable hours of work provisions established in the Article 49.

Transport Canada (Canadian Coast Guard College)

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34.09 An employee in the Department of Transport shall be on a twelve (12)-month work year. The normal daily hours of work shall be scheduled between 7:00 am and 6:00 p.m., Monday to Friday and shall include not more than four (4) hours of classroom teaching per day, with the exception of one (1) day only per week where an employee may be required to provide classroom teaching or to spend other time with students up to six (6) hours, provided that the total classroom teaching time does not exceed twenty (20) hours per week.

Correctional Service Canada

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34.10

(a) An employee in the Correctional Service shall be on a twelve (12)-month work year. The work day shall be seven and one-half (7 1/2) hours or such lesser period as the Employer may schedule. The work week shall be from Monday to Friday and between the hours of 7:00 am and 6:00 p.m. and no employee shall be assigned work hours other than between these hours and on these days, except by the written consent of the employee concerned.

(b) Rest Periods

The Employer shall schedule two (2) rest periods of ten (10) minutes each during each shift. An employee in the Correctional Service may be required to take such rest periods at his work location when the nature of his duties makes it necessary.

National Defence

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34.11 An employee in the Department of National Defence shall be on a twelve (12)-month work year and the work day for such an employee shall be seven and

one-half (7 1/2) hours or such lesser period as the Employer may schedule between 7:00 a.m. and 6:00 p.m., Monday to Friday.

General

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

| <u>Number of Teachers & Teacher Aides Supervised</u> | <u>Administrative and Supervisory Time</u> |
|------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| From 1 to 3 | One 40 to 45-minute period per day, or one-half day per week at the Principal's option. |
| From 4 to 6 | One day per week. |
| From 7 to 10 | 2 1/2 days per week. |
| 11 or more | Full time. |

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

| <u>Number of Teachers & Teacher Aides Supervised</u> | <u>Administrative and Supervisory Time</u> |
|------------------------------------------------------------------|------------------------------------------------|
| From 7 to 10 | 1/2 days per week. |
| 11 to 19 | Half time. |
| 20 or more | Full time. |

ARTICLE 35WORK YEAR AND HOURS OF WORK FOR THE ED-LAT SUB-GROUP

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

35.02 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.

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

35.04 Notwithstanding clause 35.03, because of the operational requirements of the Service, an employee's normal daily hours of work may be scheduled to extend beyond 6 p.m. and/or on a Saturday or a Sunday but will not be scheduled beyond 10 p.m. When hours of work are scheduled to extend beyond 6 p.m. and/or on a Saturday or a Sunday, they shall be scheduled in such a manner that employees, over a period of not more than fifty-six (56) calendar days:

- (a) work an average of thirty-seven and one-half (37 1/2) hours and an average of five (5) days per week;
- (b) work seven and one-half (7 1/2) consecutive hours per day, exclusive of a meal period;
- (c) obtain an average of two (2) days of rest per week;
- (d) obtain at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday, and the consecutive days of rest may be in separate calendar weeks.

35.05 Employees whose hours of work are scheduled pursuant to the provisions of clause 35.04 shall be informed by written notice of their scheduled hours of work.

35.06 Employees whose hours of work are changed pursuant to the provisions of clause 35.04 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.

35.07 When hours of work are scheduled in accordance with clause 35.04 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 ten (10) hours of the completion of the employee's previous shift.

35.08 Except for employees whose hours of work are scheduled pursuant to clause 35.03, 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.

35.09 The Employer will, at the request of the Alliance, consult with the local Alliance representative(s) on work schedules established pursuant to clause 35.04 when such schedules affect the majority of the employees in a work unit.

35.10 (Hours of teaching: In accordance with the ED Memorandum of Settlement dated August 10, 1988, the award of the third party panel shall be incorporated into this Agreement.)

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

ARTICLE 36

PEDAGOGICAL BREAK

**

This article applies to employees in the Language Teaching ED-LAT Sub-Group and Elementary and Secondary Teaching (EO-EST) Sub-Group employed at Correctional Service who work for a period of twelve (12) months.

**

36.01 Employees shall be granted a pedagogical break which will include all calendar days between December 25 and January 2, Inclusive. 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 13.01 of this Agreement.

36.02 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 13.03, the day shall be moved to the employee's first scheduled working day following the pedagogical break.

36.03 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 shall receive compensation based upon his normal daily rate of pay, in addition to his usual pay for the day.

**

(Arbitral Award, August 28, 1990)

ARTICLE 37

**

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

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

37.02 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.

37.03 Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, an employee may complete his weekly hours of employment in a period other than five (5) full days provided that over a period of twenty-eight (28) calendar days the employee works an average of thirty-seven and one-half (37 1/2) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every twenty-eight (28) day period, such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for him.

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

Employees covered by this clause shall be subject to the variable hours of work provisions established in the Article 49.

37.04 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 38**ALLOWANCES**

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

** Where the employee is entitled to an allowance provided in clauses 38.01, 38.02, 38.03, 38.05 and 38.07 for less than a full work year, the amount of the allowance will be prorated on the basis of the percentage of the work year he was so employed.

38.01 Principal's Allowance**

Effective December 1, 1989, a principal of a school shall be paid an allowance for administrative and supervisory responsibilities at the following annual rates, calculated on September 1st of each year:

| | |
|---------|----------------------------------------------------------------|
| \$1,500 | basic, plus: |
| \$ 450 | for each teacher and teacher aide supervised from 1 to 12, and |
| \$ 250 | for each teacher and teacher aide supervised from 13 or more. |

Effective December 1, 1990, these amounts will be \$1,700; \$475 and \$250 respectively. (Arbitral Award, August 28, 1990)

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.

38.02 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 38.01 in accordance with the number of teachers and teacher aides supervised.

38.03 Department Head's Allowance

Effective December 1, 1989, a teacher who is a Department Head (including a Head Education Counsellor) shall be paid an allowance for administrative and supervisory responsibilities of \$1,600 per annum.

Effective December 1, 1990, the amount will be \$1,800. (Arbitral Award, August 28, 1990)

38.04 Night School Compensation

A teacher shall be paid at his 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 31.

38.05 Allowance for Teachers of Specialist Subjects

Effective December 1, 1989, employees who are assigned to counselling duties or to teaching duties in the specialist fields of kindergarten, primary methods, home economics, physical education, industrial arts, music, auxiliary education, opportunity classes, guidance, arts and crafts or other specialist fields designated by the Employer for at least fifty per cent (50%) of a full-time teaching or counselling schedule, and who submit documentary

evidence of successful completion of not less than three (3) summer school or other approved courses in any one of these specialist fields sponsored by a recognized university or provincial Department of Education and each of which consists of at least fifty (50) hours of course instruction time or less depending on provincial criteria shall receive an allowance of \$750 per annum in excess of that to which they are eligible in view of their academic and professional qualifications or experience.

Effective December 1, 1990, the amount will be \$800. (Arbitral Award, August 28, 1990)

38.06 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.

**

38.07 One-Room School Allowance

Effective December 1, 1989, a teacher employed in the Department of Indian and Northern Affairs as the only teacher in a one-room school shall be paid an allowance of \$900 per annum.

Effective December 1, 1990, the amount will be \$1,000. (Arbitral Award, August 28, 1990)

38.08 Limitation

No employee will be paid more than one of the allowances provided in clauses 38.01, 38.02, 38.03 and 38.07 of this Agreement.

ARTICLE 39

STATE SECURITY

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 40

PRECEDENCE OF LEGISLATION AND
THE COLLECTIVE AGREEMENT

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 41

EMPLOYEES ON PREMISES OF OTHER EMPLOYERS

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

ARTICLE 42

RESTRICTION ON OUTSIDE EMPLOYMENT

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 43

NO DISCRIMINATION

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43.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability or membership or activity in the union.

**

43.02

- (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 clause 43.02 (a), a level of the grievance procedure is waived, no other level shall be waived except by mutual agreement.

ARTICLE 44

SEXUAL HARASSMENT

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44.01 The Alliance and the Employer recognize the right of employees to work in an environment free

from sexual harassment and agree that sexual harassment will not be tolerated in the work place.

44.02

- (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 44.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

ARTICLE 45

CALL-BACK PAY

45.01 If an employee is called back to work

- (a) on a designated paid holiday which is not his scheduled day of work,
or
- (b) on his day of rest,
or
- (c) after he has completed his work for the day and has left his place of work,

and returns to work, he shall be paid the greater of:

**

- (i) the minimum of three (3) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' pay in an eight (8)-hour period. Such maximum shall include any reporting pay pursuant to clause 13.06 of Article 13 and the Reporting Pay Provisions of this agreement,

*Y
D*

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.

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

No Pyramiding of Payments

45.03 Payments provided under Overtime, Reporting Pay, the Designated Paid Holiday and Standby provisions of this Agreement and clause 29.01 above shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

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ARTICLE 46

STANDBY

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46.01 Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of ten dollars (\$10) for each eight (8) consecutive hours or portion thereof that he is on standby, except on his days of rest and designated paid holidays. For all standby on a day of rest or designated paid holiday, he shall be paid fourteen dollars (\$14).

46.02 An employee designated by letter or by list for standby duty shall be available during his 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.

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

46.04 An employee on standby who is required to report for work shall be paid, in addition to the standby pay, the greater of:

(a) the applicable overtime rate for the time worked,

or

(b) the minimum of four (4) hours' pay at the hourly rate of pay, except that this minimum shall apply only the first time that an employee is required to report for work during a period of standby of eight (8) hours.

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

No Pyramiding of Payments

46.06 Payments provided under the Overtime, Reporting Pay, the Designated Paid Holidays and Call-Back Pay provisions of this Agreement and clause 30.04 above shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

ARTICLE 47

SUSPENSION AND DISCIPLINE

47.01 When an employee is suspended from duty, the Employer undertakes to notify the employee in writing of the reason for such suspension. The Employer shall endeavour to give such notification at the time of suspension.

47.02 The Employer shall notify the local representative of the Alliance that such suspension has occurred.

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

47.04 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.

9/1 47.05 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 48

PART-TIME EMPLOYEES

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Definition

48.01 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 Sub-Group, but not less than those prescribed in the Public Service Staff Relations Act.

General

48.02 Part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal weekly hours of work

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compare with the normal weekly hours of work, specified for the relevant Sub-Group, of full-time employees unless otherwise specified in this Agreement.

48.03 Notwithstanding clause 48.02, there shall be no prorating of a "day" in clause 15.02 - Bereavement Leave With Pay.

48.04 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 Sub-Group for a full-time employee.

48.05 The days of rest provisions of this agreement apply only in a week when a part-time employee has worked 5 days and the weekly hours specified for the relevant Sub-Group.

48.06 Leave will only be provided

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

or

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

Designated Holidays

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

48.08 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 13.01, 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 as specified for the relevant Sub-Group and double (2T) thereafter.

Overtime

48.09 Overtime means authorized work performed in excess of the normal daily or weekly hours of work, specified for the relevant Sub-Group, of a full-time employee, but does not include time worked on a holiday.

48.10 Subject to 48.08 a part-time employee who is required to work overtime shall be paid overtime as specified for the relevant Sub-Group.

Vacation Leave

48.11 A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee's normal workweek, at the rate for years of employment established in the vacation leave entitlement clause specified by this Agreement, prorated and calculated as follows:

- (a) when the entitlement is five-sixths ($5/6$) of a day a month, one-sixth ($1/6$) of the hours in the employee's workweek per month;
- (b) when the entitlement is one and one-quarter ($1\ 1/4$) days a month, one-quarter of the hours in the employee's workweek per month;
- (c) when the entitlement is one and two-thirds ($1\ 2/3$) days a month, one-third of the hours in the employee's workweek per month;
- (d) when the entitlement is two and one-twelfth ($2\ 1/12$) days a month, five-twelfths of the hours in the employee's workweek per month;
- **
- (e) when the entitlement is two and one-half ($2\ 1/2$) days a month, one half of the hours in the employee's workweek per month;
- (f) however, a part-time employee who has received or is entitled to receive furlough leave shall have his vacation leave credits

earned reduced by one-twelfth of the hours in the part-time workweek, beginning in the month in which the twentieth (20th) anniversary of continuous employment occurs until the ~~beginning~~ ^{beginning} of the month in which his twenty-fifth (25th) anniversary of continuous employment occurs.

Sick Leave

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

48.13 Vacation and Sick Leave Administration

- (a) For the purposes of administration of clauses **48.11** and **48.12**, 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

48.14 Notwithstanding the provisions of Article 17 (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 multi-

plied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

**

48.15 A part-time employee who works during the school year, as defined in clause 34.01, is granted an annual increment when he 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 34.01.

**

48.16

- (a) The pay increment policy of the Employer applicable to a part-time employee who works a twelve (12)-month work year shall be extended to include employees whose scheduled hours of work, on an annual basis, average eighteen (18) or more but less than thirty-seven and one-half (37 1/2) hours per week.
- (b) The pay increment period, in weeks, for the employees referred to in clause 48.16 (a) above, shall be determined as follows:

$$52 \times \frac{(37 \frac{1}{2})}{[\text{Average weekly scheduled hours}]}$$

ARTICLE 49

VARIABLE HOURS OF WORK

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

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

1. General Terms

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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; 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.

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

2. Conversion of Days to Hours

The provisions of this Agreement which specify "days" shall be converted to hours.

** Notwithstanding the above, in clause 15.02 - Bereavement Leave With Pay, a "Day" will have the same meaning as the provisions of the Collective Agreement.

3. Implementation/Termination

Effective the date on which this article applies to an employee, the accrued leave credits shall be converted from days to hours.

A change to the normal weekly hours of work for an employee will require that the accrued hourly credits be reverted to days and recalculated at the changed conversion rate.

Effective the date on which this article ceases to apply to an employee, the accrued vacation, sick leave and lieu day credits shall be converted from hours to days.

**

4. Leave - General

When leave is granted, it will be granted on an hourly basis and the hours debited for each day of leave shall be the same as the hours the employee would normally have been scheduled to work on that day.

All leave provisions which specify days in this Agreement shall be converted to hours as follows:

| | |
|------------------------------------------|----------|
| - five-twelfths ($5/12$) day | = 3.125 |
| - one-half ($1/2$) day | = 3.750 |
| - five-sixths ($5/6$) days | = 6.250 |
| - one (1) day | = 7.500 |
| - one and one-quarter ($1\ 1/4$) days | = 9.375 |
| - one and two-thirds ($1\ 2/3$) days | = 12.500 |
| - two and one-twelfth ($2\ 1/12$) days | = 15.625 |
| - two and one-half ($2\ 1/2$) days | = 18.750 |

5. 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

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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 18.04 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.

37 1/2
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(b) When an employee works on a Designated Paid Holiday, he shall be compensated, in addition to the normal daily hours' pay time and one-half (1 1/2) up to his regular scheduled hours worked and double (2) time for all hours worked in excess of his regular scheduled hours.

Vacation Leave

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.

Sick Leave

Employees shall earn sick leave credits at the rate prescribed in Article 16 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 clause 25.07 shall be converted to hours.

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2 ARTICLE 50
DENTAL CARE PLAN

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 amended by the terms and conditions of the Dental Care Plan agreement between the Public Service Alliance of Canada and the Treasury Board, signed on March 10, 1988, shall be deemed to form part of this agreement.

ARTICLE 51

PENOLOGICAL FACTOR ALLOWANCE

General

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

51.02 The Penological Factor Allowance is used to provide additional compensation to an incumbent of a position who, by reason of duties being performed in a penitentiary, as defined in the Penitentiary Act as

amended from time to time, assumes additional responsibilities for the custody of inmates other than those exercised by the Correctional Group, and is exposed to **immediate** hazards of physical injury by assault and other disagreeable conditions.

Degrees of Exposure

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

- Continual - means **fulfillment** of the conditions described in Clause 51.02 above throughout the working day and recurring daily.
- Frequent - means fulfillment of the conditions described in Clause 51.02 above for part or parts of the working day and generally recurring daily.
- Limited - means fulfillment of the conditions described in Clause 51.02 above on an occasional basis.

Formula

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

Penological Factor (X)Type of Institution

| <u>Degree of Contact</u> | <u>Maximum</u> | <u>Medium</u> | <u>Minimum</u> |
|--------------------------|----------------|---------------|----------------|
| Continual | 100%X (\$1600) | 50%X (\$800) | 30%X (\$480) |
| Frequent | 50%X (\$800) | 30%X (\$480) | 20%X (\$320) |
| Limited | 30%X (\$480) | 20%X (\$320) | 10%X (\$160) |

Amount of PFA

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

Application of PFA

51.06 Penological Factor Allowance shall only be payable to the incumbent of a position on the establishment of, or loaned to, Correctional Staff Colleges, Regional Headquarters, and National Headquarters, when the conditions described in clause 51.02 above are applicable.

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

51.08 Except as prescribed in clause 51.11 below, an employee shall be entitled to receive PFA for any month in which he receives a minimum of ten (10) days' pay in a position(s) to which PFA applies.

51.09 Except as provided in clause 51.10 below, PFA shall be adjusted when the incumbent of a position to which PFA applies, is appointed or assigned duties in another position to which a different degree of PFA applies, regardless of whether such appointment or assignment is temporary or permanent, and for each month in which an employee performs duties in more

than one position to which PFA applies, he shall receive the higher allowance, provided he has performed duties for at least ten (10) days as the incumbent of the position to which the higher allowance applies.

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

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

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

or

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

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

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

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

than one position to which PFA applies, he shall receive the higher allowance, provided he has performed duties for at least ten (10) days as the incumbent of the position to which the higher allowance applies.

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

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

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

or

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

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

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

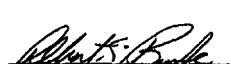
51.13 If, in any month, an employee is disabled or dies prior to establishing an entitlement to PFA, the PFA benefits accruing to him or his estate shall be determined in accordance with the PFA entitlement for the month preceding such disablement or death.

SIGNED AT OTTAWA, this 28th day of the month of September 1990.

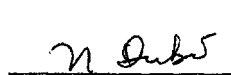
THE TREASURY BOARD
OF CANADA

THE PUBLIC SERVICE
ALLIANCE OF CANADA

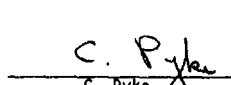

R. P. Nannini

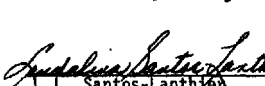

A. S. Burke

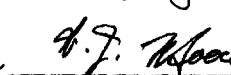

J. M. Gagnon


N. Dubé


R. Gagné

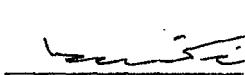

C. Pyke

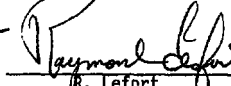

L. Santos-Lantheaume



W. J. Moore



C. Chamberland


M. McLeod


D. M. Côté



R. Lefort


L. Giroux



C. Casserly

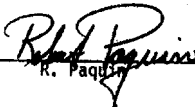
THE TREASURY BOARD
OF CANADA

THE PUBLIC SERVICE
ALLIANCE OF CANADA



S. Hafner


L. Gagnon


J. Moran


R. Paquin


M. Parisien


J. Pichette

**SCHEDULE 'A1'(I)
ELEMENTARY AND SECONDARY TEACHING SUB-GROUP
(ARBITRAL AWARD - AUGUST 28, 1990)**

| TEACHING EXPERIENCE | LEVEL 1 | | | LEVEL 2 | | | LEVEL 3 | | |
|---------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | 1/12/89 | 1/12/90 | 1/12/90 | 1/12/89 | 1/12/90 | 1/12/90 | 1/12/89 | 1/12/90 | 1/12/90 |
| 0 | 17092 | 17989 | 18709 | 18135 | 19087 | 19850 | 21073 | 22179 | 23066 |
| 1 | 18146 | 19099 | 19863 | 19217 | 20226 | 21035 | 22165 | 23329 | 24262 |
| 2 | 19265 | 20213 | 21072 | 20302 | 21368 | 22223 | 23255 | 24476 | 25455 |
| 3 | 20266 | 21330 | 22183 | 21387 | 22518 | 23410 | 24345 | 25523 | 26548 |
| 4 | 21322 | 22441 | 23338 | 22469 | 23649 | 24595 | 25437 | 26772 | 27843 |
| 5 | 22381 | 23556 | 24498 | 23553 | 24790 | 25782 | 26526 | 27919 | 29036 |
| 6 | 23443 | 24674 | 25661 | 24640 | 25934 | 26971 | 27619 | 29069 | 30232 |
| 7 | 24497 | 25783 | 26814 | 25727 | 27078 | 28161 | 28711 | 30218 | 31427 |
| 8 | 25556 | 26898 | 27974 | 26809 | 28216 | 29345 | 29799 | 31363 | 32618 |
| 9 | | | | 27890 | 29354 | 30528 | 30901 | 32523 | 33824 |
| 10 | | | | | | | | | |
| 11 | | | | | | | | | |
| 12 | | | | | | | | | |

| TEACHING EXPERIENCE | LEVEL 4 | | | LEVEL 5 | | | LEVEL 6 | | |
|---------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | 1/12/89 | 1/12/90 | 1/12/90 | 1/12/89 | 1/12/90 | 1/12/90 | 1/12/89 | 1/12/90 | 1/12/90 |
| 0 | 24557 | 25846 | 26880 | 26946 | 28361 | 29485 | 28575 | 30075 | 31278 |
| 1 | 25892 | 27251 | 28341 | 28479 | 29974 | 31173 | 30111 | 31632 | 32960 |
| 2 | 27225 | 28654 | 29800 | 30014 | 31530 | 32854 | 31646 | 33207 | 34639 |
| 3 | 28562 | 30062 | 31264 | 31547 | 33203 | 34531 | 33181 | 34823 | 36320 |
| 4 | 29897 | 31467 | 32726 | 33089 | 34821 | 36214 | 34717 | 36540 | 38002 |
| 5 | 31230 | 32870 | 34185 | 34628 | 36438 | 37895 | 36251 | 38154 | 39680 |
| 6 | 32563 | 34273 | 35644 | 36156 | 38054 | 39576 | 37787 | 39711 | 41362 |
| 7 | 33898 | 35678 | 37105 | 37688 | 39667 | 41254 | 39321 | 41385 | 43040 |
| 8 | 35234 | 37084 | 38567 | 39222 | 41281 | 42932 | 40856 | 43001 | 44721 |
| 9 | 36568 | 38488 | 40028 | 40757 | 42897 | 44613 | 42390 | 44615 | 46400 |
| 10 | 37909 | 39899 | 41495 | 42297 | 44518 | 46299 | 43935 | 46242 | 48092 |
| 11 | | | | | | | | | |
| 12 | | | | | | | | | |

**SCHEDULE 'A1'(II)
ELEMENTARY AND SECONDARY TEACHING SUB-GROUP
(ARBITRAL AWARD - AUGUST 28, 1990)**

| TEACHING EXPERIENCE | LEVEL | | | QUEBEC LEVEL | | | (10 MONTH PAY PLAN) LEVEL | | |
|---------------------|-------|---------|---------|--------------|---------|---------|---------------------------|---------|---------|
| | 1 | 1/12/89 | 1/12/90 | 2 | 1/12/89 | 1/12/90 | 3 | 1/12/89 | 1/12/90 |
| 0 | 17738 | 18669 | 19416 | 19343 | 20359 | 21173 | 20982 | 22004 | 22967 |
| 1 | 19099 | 20102 | 20906 | 20586 | 21667 | 22534 | 22261 | 23430 | 24367 |
| 2 | 20456 | 21500 | 22391 | 21819 | 22964 | 23883 | 23532 | 24757 | 25758 |
| 3 | 21818 | 22963 | 23882 | 23059 | 24270 | 25241 | 24806 | 26106 | 27152 |
| 4 | 23179 | 24396 | 25372 | 24296 | 25572 | 26595 | NIL | 27452 | 28550 |
| 5 | 24541 | 25829 | 26862 | 25534 | 26875 | 27950 | 27358 | 28794 | 29946 |
| 6 | 25900 | 27260 | 28350 | 26774 | 28180 | 29307 | 28627 | 30130 | 31335 |
| 7 | 27263 | 28694 | 29842 | 28013 | 29484 | 30663 | 29905 | 31475 | 32734 |
| 8 | 28622 | 30125 | 31330 | 29250 | 30786 | 32017 | 31179 | 32816 | 34129 |
| 9 | 29992 | 31567 | 32830 | 30489 | 32090 | 33374 | 32453 | 34157 | 35523 |
| 10 | 31354 | 33000 | 34320 | 31717 | 33382 | 34717 | 33728 | 35499 | 36919 |
| 11 | | | | 32955 | 34685 | 36072 | 35003 | 36841 | 38315 |
| 12 | | | | | | | | | |

| TEACHING EXPERIENCE | LEVEL | | | LEVEL | | | LEVEL | | |
|---------------------|-------|---------|---------|-------|---------|---------|-------|---------|---------|
| | 4 | 1/12/89 | 1/12/90 | 5 | 1/12/89 | 1/12/90 | 6 | 1/12/89 | 1/12/90 |
| 0 | 23012 | 24220 | 25189 | 25207 | 26530 | 27591 | 27265 | 28696 | 29844 |
| 1 | 24213 | 25484 | 26503 | 26456 | 27845 | 28959 | 28662 | 30167 | 31374 |
| 2 | 25416 | 26750 | 27820 | 27708 | 29163 | 30330 | 30058 | 31636 | 32901 |
| 3 | 26621 | 28019 | 29140 | 28963 | 30484 | 31703 | 31456 | 33106 | 34430 |
| 4 | 27822 | 29283 | 30454 | 30217 | 31803 | 33075 | 32851 | 34576 | 35959 |
| 5 | 29026 | 30550 | 31772 | 31468 | 33120 | 34445 | 34245 | 36043 | 37485 |
| 6 | 30227 | 31814 | 33087 | 32723 | 34441 | 35819 | 35645 | 37516 | 39017 |
| 7 | 31428 | 33078 | 34401 | 33977 | 35761 | 37191 | 37041 | 38986 | 40545 |
| 8 | 32635 | 34348 | 35722 | 35228 | 37077 | 38560 | 38436 | 40456 | 42074 |
| 9 | 33834 | 35610 | 37034 | 36481 | 38396 | 39932 | 39835 | 41926 | 43603 |
| 10 | 35035 | 36874 | 38349 | 37733 | 39714 | 41303 | 41233 | 43398 | 45134 |
| 11 | 36239 | 38142 | 39658 | 38981 | 41028 | 42669 | 42635 | 44873 | 46668 |
| 12 | 37443 | 39409 | 40985 | 40233 | 42345 | 44039 | 44032 | 46344 | 48198 |

SCHEDULE 'A1' (ILL)
ELEMENTARY AND SECONDARY TEACHING SUB-GROUP
(ARBITRAL AWARD - AUGUST 28, 1990)

ONTARIO (10 MONTH PAY PLAN)

| TEACHING EXPERIENCE | LEVEL 1 | | LEVEL 2 | | LEVEL 3 | | | | |
|---------------------|---------|---------|---------|---------|---------|---------|-------|-------|-------|
| | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 | | | |
| 0 | 20131 | 21188 | 22036 | 22420 | 23597 | 24541 | 23354 | 24580 | 25563 |
| 1 | 20990 | 22092 | 22876 | 23643 | 24484 | 25879 | 24707 | 26004 | 27044 |
| 2 | 21852 | 22999 | 23814 | 24870 | 26176 | 27223 | 26059 | 27427 | 28520 |
| 3 | 22713 | 23905 | 24861 | 26094 | 27664 | 28563 | 27414 | 28453 | 30007 |
| 4 | 23571 | 24808 | 25800 | 27321 | 28755 | 29905 | 28767 | 30277 | 31488 |
| 5 | 24435 | 25718 | 26747 | 28543 | 30042 | 31244 | 30121 | 31702 | 32970 |
| 6 | 25292 | 26620 | 27685 | 29769 | 31332 | 32585 | 31473 | 33125 | 34450 |
| 7 | 26153 | 27526 | 28627 | 30994 | 32621 | 33926 | 32826 | 34549 | 35931 |
| 8 | 27015 | 28433 | 29570 | 32222 | 33914 | 35271 | 34180 | 35974 | 37413 |
| 9 | | | | 33437 | 35192 | 36600 | 35535 | 37401 | 38897 |
| 10 | | | | | | | 36885 | 38821 | 40374 |
| 11 | | | | | | | | | |
| 12 | | | | | | | | | |

| TEACHING EXPERIENCE | LEVEL 4 | | LEVEL 5 | | LEVEL 6 | | | | |
|---------------------|---------|---------|---------|---------|---------|---------|-------|-------|-------|
| | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 | | | |
| 0 | 26574 | 27969 | 29088 | 27867 | 29330 | 30503 | 29794 | 31358 | 32612 |
| 1 | 28054 | 29527 | 30708 | 29355 | 30897 | 32133 | 31665 | 33327 | 34660 |
| 2 | 29538 | 31089 | 32333 | 30845 | 32464 | 33763 | 33531 | 35291 | 36703 |
| 3 | 31019 | 32647 | 33953 | 32338 | 34036 | 35397 | 35402 | 37261 | 38751 |
| 4 | 32503 | 34209 | 35577 | 33828 | 35604 | 37028 | 37270 | 39227 | 40796 |
| 5 | 33985 | 35769 | 37200 | 35321 | 37175 | 38562 | 38141 | 41136 | 42844 |
| 6 | 35467 | 37329 | 38822 | 36808 | 38740 | 40290 | 41008 | 43161 | 44887 |
| 7 | 36949 | 38889 | 40445 | 38302 | 40313 | 41926 | 42878 | 45129 | 46934 |
| 8 | 38432 | 40450 | 42068 | 39793 | 41882 | 43557 | 44830 | 47184 | 49071 |
| 9 | 39913 | 42008 | 43688 | 41283 | 43450 | 45188 | 46611 | 49058 | 51020 |
| 10 | 41393 | 43566 | 45309 | 42780 | 45026 | 46827 | 48485 | 51030 | 53071 |
| 11 | | | | | | | | | |
| 12 | | | | | | | | | |

**SCHEDULE 'A1' (IV)
ELEMENTARY AND SECONDARY TEACHING SUB-GROUP
(ARIZONA SALARY - AUGUST 28, 1990)**

| TEACHING LEVEL | MARICOPA (10 MONTH PAY PLAN) | | | | | | | | |
|----------------|------------------------------|---------|---------|---------|---------|---------|-------|-------|-------|
| | LEVEL 1 | | LEVEL 2 | | LEVEL 3 | | | | |
| | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 | | | |
| 0 | 18821 | 19809 | 20601 | 20616 | 21698 | 22566 | 22705 | 23897 | 24853 |
| 1 | 19595 | 20624 | 21449 | 21420 | 22545 | 23447 | 23665 | 24907 | 25903 |
| 2 | 20367 | 21436 | 22293 | 22226 | 23393 | 24329 | 24630 | 26023 | 26960 |
| 3 | 21136 | 22246 | 23136 | 23032 | 24241 | 25211 | 25591 | 26935 | 28012 |
| 4 | 21906 | 23056 | 23978 | 23833 | 25084 | 26087 | 26550 | 27944 | 29062 |
| 5 | 22674 | 23864 | 24819 | 24640 | 25934 | 26971 | 27513 | 28957 | 30115 |
| 6 | 23446 | 24677 | 25664 | 25443 | 26779 | 27850 | 28472 | 29967 | 31166 |
| 7 | 24216 | 25487 | 26506 | 26248 | 27626 | 28731 | 29437 | 30982 | 32221 |
| 8 | 24993 | 26305 | 27357 | 27055 | 28475 | 29614 | 30398 | 31994 | 33274 |
| 9 | | | | 27852 | 29314 | 30487 | 31352 | 32998 | 34318 |
| 10 | | | | | | | | | |
| 11 | | | | | | | | | |
| 12 | | | | | | | | | |

| TEACHING LEVEL | LEVEL 4 | | | | | | | | |
|----------------|--------------|---------|---------|---------|---------|---------|-------|-------|-------|
| | EXPERIENCE 4 | | LEVEL 5 | | LEVEL 6 | | | | |
| | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 | | | |
| 0 | 27770 | 29228 | 30397 | 29665 | 31222 | 32471 | 31224 | 32874 | 34189 |
| 1 | 29229 | 30764 | 31955 | 31124 | 32758 | 34068 | 32794 | 34516 | 35897 |
| 2 | 30681 | 32292 | 33584 | 32580 | 34290 | 35662 | 34358 | 36152 | 37608 |
| 3 | 32137 | 33824 | 35177 | 34040 | 35827 | 37260 | 35919 | 37805 | 39317 |
| 4 | 33594 | 35358 | 36772 | 35496 | 37360 | 38854 | 37481 | 39449 | 41027 |
| 5 | 35046 | 36886 | 38361 | 36955 | 38895 | 40451 | 39045 | 41095 | 42739 |
| 6 | 36506 | 38423 | 39960 | 38410 | 40427 | 42044 | 40605 | 42737 | 44446 |
| 7 | 37956 | 39949 | 41547 | 39867 | 41960 | 43638 | 42171 | 44385 | 46160 |
| 8 | 39412 | 41481 | 43140 | 41322 | 43491 | 45231 | 43731 | 46027 | 47868 |
| 9 | 40868 | 43014 | 44735 | 42782 | 45028 | 46829 | 45296 | 47674 | 49581 |
| 10 | 42319 | 44541 | 46323 | 44247 | 46570 | 48433 | 46853 | 49313 | 51286 |
| 11 | | | | | | | | | |
| 12 | | | | | | | | | |

SCHEDULE 'A1' (V)
 ELEMENTARY AND SECONDARY TEACHING SUB-GROUP
 (ARBITRAL AWARD - AUGUST 28, 1990)
 SASKATCHEWAN (10 MONTH PAY PLAN)

| TEACHING EXPERIENCE | LEVEL 1 | | LEVEL 2 | | LEVEL 3 | | | | |
|---------------------|---------|---------|---------|---------|---------|---------|-------|-------|-------|
| | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 | | | |
| 0 | 17295 | 18203 | 18931 | 19926 | 20446 | 21264 | 21932 | 23083 | 24006 |
| 1 | 18230 | 19187 | 19954 | 20568 | 21659 | 22536 | 23083 | 24280 | 25251 |
| 2 | 19165 | 20172 | 20979 | 21743 | 22890 | 23806 | 24215 | 25485 | 26505 |
| 3 | 20105 | 21161 | 22007 | 22903 | 24195 | 25059 | 25352 | 26683 | 27750 |
| 4 | 21043 | 22148 | 23024 | 24063 | 25325 | 26339 | 26494 | 27885 | 29000 |
| 5 | 21977 | 23131 | 24056 | 25226 | 26550 | 27612 | 27836 | 29287 | 30250 |
| 6 | 22917 | 24120 | 25085 | 26381 | 27766 | 28877 | 28776 | 30287 | 31438 |
| 7 | 23857 | 25109 | 26113 | 27539 | 28985 | 30144 | 29917 | 31488 | 32748 |
| 8 | 24799 | 26101 | 27145 | 28697 | 30204 | 31412 | 31059 | 32690 | 33998 |
| 9 | | | | 29858 | 31426 | 32683 | 32209 | 33900 | 35256 |
| 10 | | | | | | | | | |
| 11 | | | | | | | | | |
| 12 | | | | | | | | | |

| TEACHING EXPERIENCE | LEVEL 4 | | LEVEL 5 | | LEVEL 6 | | | | |
|---------------------|---------|---------|---------|---------|---------|---------|-------|-------|-------|
| | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 | | | |
| 0 | 25838 | 28247 | 29377 | 29310 | 30849 | 32083 | 31084 | 32716 | 34026 |
| 1 | 28247 | 29730 | 30919 | 30686 | 32297 | 33589 | 32458 | 34162 | 35528 |
| 2 | 29659 | 31216 | 32465 | 32067 | 33751 | 35101 | 33838 | 35614 | 37039 |
| 3 | 31068 | 32699 | 34007 | 33441 | 35197 | 36605 | 35215 | 37064 | 38547 |
| 4 | 32481 | 34186 | 35553 | 34824 | 36652 | 38118 | 36595 | 38516 | 40057 |
| 5 | 33891 | 35670 | 37097 | 36200 | 38101 | 39625 | 37973 | 39967 | 41566 |
| 6 | 35300 | 37153 | 38639 | 37577 | 39550 | 41132 | 39350 | 41416 | 43073 |
| 7 | 36715 | 38643 | 40189 | 38956 | 41001 | 42641 | 40727 | 42855 | 44580 |
| 8 | 38123 | 40124 | 41729 | 40332 | 42449 | 44147 | 42196 | 44311 | 46090 |
| 9 | 39532 | 41607 | 43271 | 41710 | 43900 | 45656 | 43681 | 45764 | 47595 |
| 10 | 40954 | 43104 | 44828 | 43086 | 45348 | 47162 | 44856 | 47211 | 49099 |
| 11 | | | | | | | | | |
| 12 | | | | | | | | | |

**SCHEDULE 'A1' (VI)
ELEMENTARY AND SECONDARY TEACHING SUB-GROUP
(ALBERTA AGREEMENT - AUGUST 26, 1990)**

| TEACHING EXPERIENCE | LEVEL 1 | | | ALBERTA LEVEL 2 | | | LEVEL 3 | | |
|---------------------|---------|---------|---------|-----------------|---------|---------|---------|---------|---------|
| | 1/12/89 | 1/12/90 | 1/12/90 | 1/12/89 | 1/12/90 | 1/12/90 | 1/12/89 | 1/12/90 | 1/12/90 |
| 0 | 18057 | 19005 | 19765 | 20043 | 21095 | 21939 | 23660 | 24902 | 25898 |
| 1 | 19101 | 20104 | 20908 | 21374 | 22496 | 23396 | 24997 | 26309 | 27361 |
| 2 | 20146 | 21204 | 22052 | 22712 | 23904 | 24860 | 26333 | 27715 | 28824 |
| 3 | 21189 | 22301 | 23193 | 24448 | 25311 | 26323 | 27671 | 29124 | 30289 |
| 4 | 22231 | 23396 | 24334 | 25385 | 26718 | 27787 | 29004 | 30527 | 31748 |
| 5 | 23279 | 24501 | 25481 | 26721 | 28124 | 29249 | 30342 | 31935 | 33212 |
| 6 | 24322 | 25599 | 26623 | 28055 | 29629 | 30710 | 31678 | 33441 | 34675 |
| 7 | 25364 | 26696 | 27764 | 29391 | 30934 | 32171 | 33012 | 34745 | 36135 |
| 8 | 26406 | 27792 | 28904 | 30727 | 32340 | 33634 | 34351 | 36154 | 37600 |
| 9 | | | | 32058 | 33741 | 35091 | 35681 | 37554 | 39056 |
| 10 | | | | | | | | | |
| 11 | | | | | | | | | |
| 12 | | | | | | | | | |

| TEACHING EXPERIENCE | LEVEL 4 | | | LEVEL 5 | | | LEVEL 6 | | |
|---------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | 1/12/89 | 1/12/90 | 1/12/90 | 1/12/89 | 1/12/90 | 1/12/90 | 1/12/89 | 1/12/90 | 1/12/90 |
| 0 | 27316 | 28752 | 29902 | 28481 | 30397 | 31613 | 30690 | 32301 | 33593 |
| 1 | 28915 | 30433 | 31650 | 30500 | 32101 | 33385 | 32310 | 34006 | 35366 |
| 2 | 30510 | 32112 | 33396 | 32120 | 33806 | 35158 | 33827 | 35708 | 37136 |
| 3 | 32110 | 33796 | 35146 | 33737 | 35504 | 36928 | 35547 | 37413 | 38910 |
| 4 | 33711 | 35481 | 36900 | 35356 | 37212 | 38700 | 37165 | 39116 | 40681 |
| 5 | 35311 | 37165 | 38632 | 36978 | 38919 | 40475 | 38786 | 40822 | 42455 |
| 6 | 36911 | 38849 | 40403 | 38597 | 40623 | 42248 | 40401 | 42522 | 44223 |
| 7 | 38511 | 40533 | 42154 | 40214 | 42326 | 44018 | 42023 | 44229 | 45998 |
| 8 | 40107 | 42213 | 43902 | 41831 | 44027 | 45788 | 43638 | 45929 | 47766 |
| 9 | 41709 | 43899 | 45655 | 43452 | 45783 | 47562 | 45260 | 47636 | 49541 |
| 10 | 43306 | 45580 | 47403 | 45069 | 47435 | 49332 | 46880 | 49341 | 51315 |
| 11 | | | | | | | | | |
| 12 | | | | | | | | | |

2-6

**SCHEDULE 'A1' (VLT)
ELEMENTARY AND SECONDARY TEACHING SUB-GROUP
(ARBITRAL AWARD - AUGUST 28, 1990)
BRITISH COLUMBIA**

(10 MONTH PAY PLAN)

| TEACHING EXPERIENCE | LEVEL 1 | | | LEVEL 2 | | | LEVEL 3 | | |
|---------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | 1/12/89 | 1/12/90 | 1/12/90 | 1/12/89 | 1/12/90 | 1/12/90 | 1/12/89 | 1/12/90 | 1/12/90 |
| 0 | 20291 | 21356 | 22210 | 22190 | 23355 | 24289 | 24403 | 25604 | 26711 |
| 1 | 21396 | 22521 | 23422 | 23276 | 24498 | 25478 | 25878 | 27237 | 28326 |
| 2 | 22502 | 23683 | 24630 | 24368 | 25647 | 26673 | 27354 | 28790 | 29942 |
| 3 | 23610 | 24850 | 25694 | 25456 | 26792 | 27864 | 28829 | 30343 | 31557 |
| 4 | 24719 | 26017 | 27058 | 26546 | 27940 | 29058 | 30307 | 31898 | 33174 |
| 5 | 25824 | 27180 | 28267 | 27635 | 29086 | 30249 | 31781 | 33450 | 34788 |
| 6 | 26932 | 28346 | 29480 | 28724 | 30232 | 31441 | 33257 | 35003 | 36403 |
| 7 | 28038 | 29510 | 30690 | 29814 | 31379 | 32634 | 34734 | 36558 | 38020 |
| 8 | 29145 | 30675 | 31902 | 30903 | 32525 | 33826 | 36208 | 38109 | 39633 |
| 9 | | | | 31992 | 33672 | 35019 | 37645 | 39663 | 41250 |
| 10 | | | | | | | | | |
| 11 | | | | | | | | | |
| 12 | | | | | | | | | |

| TEACHING EXPERIENCE | LEVEL 4 | | | LEVEL 5 | | | LEVEL 6 | | |
|---------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | 1/12/89 | 1/12/90 | 1/12/90 | 1/12/89 | 1/12/90 | 1/12/90 | 1/12/89 | 1/12/90 | 1/12/90 |
| 0 | 26299 | 27680 | 28787 | 28198 | 29678 | 30865 | 30724 | 32337 | 33630 |
| 1 | 27850 | 29312 | 30484 | 29346 | 31508 | 32768 | 32395 | 34096 | 35460 |
| 2 | 29403 | 30947 | 32185 | 31675 | 33338 | 34672 | 34063 | 35851 | 37285 |
| 3 | 30956 | 32581 | 33804 | 33114 | 35188 | 36575 | 35733 | 37509 | 39113 |
| 4 | 32508 | 34215 | 35584 | 34552 | 36997 | 38477 | 37401 | 39357 | 40942 |
| 5 | 34060 | 35848 | 37282 | 36091 | 38828 | 40381 | 39073 | 41124 | 42769 |
| 6 | 35612 | 37682 | 38981 | 38627 | 40655 | 42281 | 40744 | 42883 | 44598 |
| 7 | 37164 | 39115 | 40680 | 40367 | 42496 | 44105 | 42412 | 44639 | 46425 |
| 8 | 38717 | 40750 | 42380 | 42107 | 44318 | 46021 | 44082 | 46396 | 48252 |
| 9 | 40270 | 42384 | 44079 | 43844 | 46146 | 47992 | 45753 | 48155 | 50081 |
| 10 | 41823 | 44019 | 45780 | 45584 | 47977 | 49896 | 47422 | 49812 | 51908 |
| 11 | 43374 | 45651 | 47477 | 47322 | 49806 | 51798 | 49091 | 51668 | 53735 |
| 12 | | | | | | | | | |

SCHEDULE 'A1-1'(I)
ELEMENTARY AND SECONDARY TEACHING SUB-GROUP GUIDANCE AND VOCATIONAL COUNSELLOR
(ARBITRAL AWARD - AUGUST 28, 1990)

| TEACHING LEVEL | MALAYALAM | | | | | | (12 MONTH PAY PLAN) | | |
|----------------|----------------------------|---------|----------------------------|---------|----------------------------|---------|----------------------------|---------|---------|
| | INDIAN AND NORTHEN AFFAIRS | | INDIAN AND NORTHEN AFFAIRS | | INDIAN AND NORTHEN AFFAIRS | | INDIAN AND NORTHEN AFFAIRS | | |
| EXPERIENCE | 1 | 1/12/89 | 1/12/90 | LEVEL 2 | 1/12/89 | 1/12/90 | LEVEL 3 | 1/12/89 | 1/12/90 |
| 0 | 18600 | 19577 | 20360 | 19734 | 20770 | 21601 | 22934 | 24138 | 25104 |
| 1 | 19745 | 20782 | 21613 | 20914 | 22012 | 22892 | 24123 | 25389 | 26405 |
| 2 | 20853 | 21990 | 22870 | 22090 | 23250 | 24190 | 25307 | 26636 | 27701 |
| 3 | 22046 | 23203 | 24131 | 23271 | 24493 | 25473 | 26499 | 27890 | 29006 |
| 4 | 23189 | 24406 | 25382 | 24449 | 25733 | 26762 | 27683 | 29136 | 30301 |
| 5 | 24339 | 25617 | 26642 | 25630 | 26976 | 28055 | 28873 | 30389 | 31605 |
| 6 | 25490 | 26828 | 27901 | 26808 | 28215 | 29344 | 30061 | 31639 | 32905 |
| 7 | 26635 | 28033 | 29154 | 27967 | 29556 | 30634 | 31247 | 32867 | 34202 |
| 8 | 27785 | 29244 | 30414 | 29165 | 30836 | 31924 | 32437 | 34190 | 35506 |
| 9 | | | | 30356 | 31950 | 33228 | 33625 | 35390 | 36806 |
| 10 | | | | | | | | | |
| 11 | | | | | | | | | |
| 12 | | | | | | | | | |

| TEACHING LEVEL | LEVEL 5 | | | | | | LEVEL 6 | | |
|----------------|----------------------------|---------|----------------------------|-------|----------------------------|---------|----------------------------|---------|---------|
| | INDIAN AND NORTHEN AFFAIRS | | INDIAN AND NORTHEN AFFAIRS | | INDIAN AND NORTHEN AFFAIRS | | INDIAN AND NORTHEN AFFAIRS | | |
| EXPERIENCE | 4 | 1/12/89 | 1/12/90 | 5 | 1/12/89 | 1/12/90 | 6 | 1/12/89 | 1/12/90 |
| 0 | 26722 | 28125 | 29250 | 29323 | 30862 | 32096 | 31101 | 32734 | 34043 |
| 1 | 28178 | 29657 | 30843 | 30991 | 32616 | 33923 | 32773 | 34434 | 35874 |
| 2 | 29634 | 31190 | 32438 | 32665 | 34380 | 35755 | 34446 | 36254 | 37704 |
| 3 | 31087 | 32719 | 34028 | 34338 | 36141 | 37587 | 36117 | 38013 | 39534 |
| 4 | 32542 | 34250 | 35620 | 36014 | 37905 | 39421 | 37791 | 39775 | 41366 |
| 5 | 33997 | 35782 | 37213 | 37682 | 39660 | 41246 | 39662 | 41534 | 43195 |
| 6 | 35451 | 37312 | 38804 | 39355 | 41421 | 43078 | 41134 | 43294 | 45026 |
| 7 | 36903 | 38840 | 40394 | 41027 | 43181 | 44908 | 42807 | 45054 | 46856 |
| 8 | 38360 | 40374 | 41989 | 42696 | 44938 | 46736 | 44476 | 46811 | 48683 |
| 9 | 39816 | 41906 | 43582 | 44370 | 46699 | 48567 | 46148 | 48571 | 50514 |
| 10 | 41267 | 43423 | 45160 | 46033 | 48450 | 50388 | 47813 | 50323 | 52336 |
| 11 | | | | | | | | | |
| 12 | | | | | | | | | |

**SCHEDULE 'A1-1' (II)
 ELEMENTARY AND SECONDARY TEACHING SUB-GROUP GUIDANCE AND VOCATIONAL COUNSELLOR
 (ARBITRAL AWARD - AUGUST 28, 1998)**

| TEACHING EXPERIENCE | LEVEL 1 | | LEVEL 2 | | LEVEL 3 | | | | |
|---------------------|---------|---------|---------|---------|---------|---------|-------|-------|-------|
| | 1/12/09 | 1/12/90 | 1/12/09 | 1/12/90 | 1/12/09 | 1/12/90 | | | |
| 0 | 19614 | 20644 | 21470 | 21397 | 22520 | 23421 | 23209 | 24427 | 25404 |
| 1 | 21123 | 22232 | 23121 | 22763 | 23958 | 24916 | 24620 | 25913 | 26950 |
| 2 | 22628 | 23815 | 24769 | 24332 | 25395 | 26415 | 26030 | 27397 | 28493 |
| 3 | 24132 | 25395 | 26415 | 25502 | 26841 | 27915 | 27443 | 28884 | 30039 |
| 4 | 25641 | 26987 | 28066 | 26871 | 28282 | 29413 | 28851 | 30366 | 31581 |
| 5 | 27148 | 28573 | 29716 | 28241 | 29724 | 30913 | 30258 | 31847 | 33121 |
| 6 | 28653 | 30157 | 31363 | 29511 | 31166 | 32413 | 31674 | 33337 | 34670 |
| 7 | 30159 | 31742 | 33012 | 30978 | 32604 | 33908 | 33083 | 34820 | 36213 |
| 8 | 31666 | 33328 | 34661 | 32348 | 34046 | 35408 | 34493 | 36304 | 37756 |
| 9 | 33170 | 34911 | 36307 | 33718 | 35888 | 36908 | 35903 | 37788 | 39300 |
| 10 | 34677 | 36498 | 37958 | 35075 | 36916 | 38393 | 37304 | 39262 | 40832 |
| 11 | | | | 36445 | 38358 | 39892 | 38713 | 40745 | 42375 |
| 12 | | | | | | | | | |

| TEACHING EXPERIENCE | LEVEL 4 | | LEVEL 5 | | LEVEL 6 | | | | |
|---------------------|---------|---------|---------|---------|---------|---------|-------|-------|-------|
| | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 | 1/12/09 | 1/12/90 | | | |
| 0 | 25452 | 26788 | 27860 | 27876 | 29339 | 30513 | 30152 | 31735 | 33004 |
| 1 | 26782 | 28188 | 29316 | 29259 | 30795 | 32027 | 31696 | 33360 | 34694 |
| 2 | 28113 | 29589 | 30773 | 30645 | 32254 | 33544 | 33243 | 34988 | 36388 |
| 3 | 29443 | 30989 | 32229 | 32030 | 33712 | 35060 | | | |
| 4 | 30775 | 32391 | 33687 | 33412 | 35166 | 36573 | 34788 | 36418 | 38080 |
| 5 | 32103 | 33788 | 35140 | 34900 | 36627 | 38092 | 37880 | 39659 | 41464 |
| 6 | 33434 | 35189 | 36587 | 36181 | 38081 | 39604 | 39426 | 41496 | 43156 |
| 7 | 34763 | 36588 | 38052 | 37567 | 39539 | 41121 | 40966 | 43117 | 44842 |
| 8 | 36093 | 37988 | 39508 | 38950 | 40995 | 42635 | 42515 | 44747 | 46537 |
| 9 | 37422 | 39387 | 40962 | 40336 | 42454 | 44152 | 44061 | 46374 | 48229 |
| 10 | 38755 | 40790 | 42422 | 41720 | 43910 | 45666 | 45604 | 47998 | 49918 |
| 11 | 40083 | 42187 | 43874 | 43112 | 45375 | 47190 | 47154 | 49630 | 51615 |
| 12 | U1110 | 43584 | 45327 | 44495 | 46831 | 48704 | 48697 | 51254 | 53304 |

SCHEDULE 'A1-1' (I) (E)
 ELEMENTARY AND SECONDARY TEACHING SUB-GROUP GUIDANCE AND VOCATIONAL COUNSELLOR
 (ARBITRAL AWARD - MARCH 28, 1990)

| | | ONTARIO | | | | | | (12 MONTH PAY PLAN) INDIAN AND NORTHERN AFFAIRS | | | | | |
|---------------------|---------|---------|---------|---------|---------|---------|---------|----------------------------------------------------|---------|---------|---------|--|--|
| TEACHING EXPERIENCE | LEVEL 1 | LEVEL 2 | | LEVEL 3 | | LEVEL 4 | | LEVEL 5 | | LEVEL 6 | | | |
| | | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 | | |
| 0 | 21909 | 23059 | 23981 | 24402 | 25683 | 26710 | 25414 | 26748 | 27818 | | | | |
| 1 | 22845 | 24044 | 25006 | 25733 | 27084 | 28167 | 26888 | 28300 | 29432 | | | | |
| 2 | 23783 | 25032 | 26033 | 27065 | 28486 | 29625 | 28358 | 29847 | 31041 | | | | |
| 3 | 24718 | 26016 | 27057 | 28098 | 29589 | 31085 | 29831 | 31357 | 32653 | | | | |
| 4 | 25651 | 26998 | 28078 | 29129 | 31250 | 32542 | 31302 | 32965 | 34263 | | | | |
| 5 | 26592 | 27988 | 29198 | 31062 | 32633 | 34001 | 32772 | 34453 | 35873 | | | | |
| 6 | 27528 | 28973 | 30332 | 32356 | 34097 | 35461 | 34284 | 36042 | 37484 | | | | |
| 7 | 28466 | 29960 | 31158 | 33727 | 35498 | 36918 | 35716 | 37591 | 39095 | | | | |
| 8 | 29398 | 30941 | 32179 | 35058 | 36899 | 38375 | 37189 | 39141 | 40707 | | | | |
| 9 | | | | 36386 | 38296 | 39828 | 38659 | 40689 | 42317 | | | | |
| 10 | | | | | | | 40142 | 42249 | 43939 | | | | |
| 11 | | | | | | | | | | | | | |
| 12 | | | | | | | | | | | | | |

| TEACHING EXPERIENCE | LEVEL 4 | LEVEL 5 | | LEVEL 6 | | | | | |
|---------------------|---------|---------|---------|---------|---------|-------|-------|-------|-------|
| | | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 | | | | |
| 0 | 28919 | 30437 | 31654 | 30324 | 31916 | 33193 | 32427 | 34129 | 35494 |
| 1 | 30535 | 32138 | 33424 | 31949 | 33626 | 34971 | 34461 | 36270 | 37721 |
| 2 | 32149 | 33837 | 35190 | 33571 | 35333 | 36746 | 36497 | 38413 | 39950 |
| 3 | 33760 | 35532 | 36953 | 35199 | 37047 | 38524 | 38532 | 40555 | 42177 |
| 4 | 35376 | 37233 | 38722 | 36820 | 38753 | 40303 | 40567 | 42697 | 44405 |
| 5 | 36986 | 38928 | 40485 | 38446 | 40464 | 42083 | 42603 | 44840 | 46634 |
| 6 | 38599 | 40624 | 42250 | 40070 | 42174 | 43861 | 44637 | 46980 | 48859 |
| 7 | 40214 | 42325 | 44018 | 41694 | 43883 | 45638 | 46669 | 49119 | 51084 |
| 8 | 41824 | 44028 | 45781 | 43317 | 45591 | 47415 | 48677 | 51233 | 53282 |
| 9 | 43438 | 45718 | 47547 | 44942 | 47301 | 49193 | 50489 | 53140 | 55266 |
| 10 | 45044 | 47409 | 49305 | 46557 | 49001 | 50961 | 52301 | 55047 | 57249 |
| 11 | | | | | | | | | |
| 12 | | | | | | | | | |

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SCHEDULE 'A1-1' (IV)
 ELEMENTARY AND SECONDARY TEACHING SUB-GROUP GUIDANCE AND VOCATIONAL COUNSELLOR
 (ARBITRAL AWARD - AUGUST 28, 1990)

| | | MANITOBA | | | (12 MONTH PAY PLAN) | | | INDIAN AND NORTHERN AFFAIRS | | |
|------------|-------|----------|---------|-------|---------------------|---------|-------|-----------------------------|---------|--|
| TEACHING | LEVEL | LEVEL | | LEVEL | | LEVEL | | LEVEL | | |
| EXPERIENCE | 1 | 1/12/89 | 1/12/90 | 2 | 1/12/89 | 1/12/90 | 3 | 1/12/89 | 1/12/90 | |
| 0 | 21341 | 22461 | 23359 | 23367 | 24594 | 25578 | 25737 | 27008 | 28172 | |
| 1 | 22214 | 23380 | 24315 | 24204 | 25559 | 26581 | 26832 | 28271 | 29371 | |
| 2 | 23085 | 24297 | 25269 | 25189 | 26511 | 27571 | 27919 | 29385 | 30560 | |
| 3 | 23958 | 25216 | 26225 | 26102 | 27472 | 28571 | 29010 | 30533 | 31754 | |
| 4 | 24830 | 26134 | 27179 | 27012 | 28430 | 29567 | 30095 | 31675 | 32942 | |
| 5 | 25707 | 27057 | 28139 | 27923 | 29389 | 30565 | 31188 | 32825 | 34138 | |
| 6 | 26579 | 27974 | 29093 | 28830 | 30344 | 31558 | 32279 | 33974 | 35333 | |
| 7 | 27452 | 28893 | 30049 | 29744 | 31306 | 32558 | 33368 | 35120 | 36525 | |
| 8 | 28331 | 29818 | 31011 | 30654 | 32263 | 33564 | 34454 | 36263 | 37714 | |
| 9 | | | | 31571 | 33228 | 34557 | 35446 | 37412 | 38908 | |
| 10 | | | | | | | | | | |
| 11 | | | | | | | | | | |
| 12 | | | | | | | | | | |

| TEACHING | LEVEL | LEVEL | | LEVEL | | LEVEL | | | |
|------------|-------|---------|---------|-------|---------|---------|-------|---------|---------|
| EXPERIENCE | 4 | 1/12/89 | 1/12/90 | 5 | 1/12/89 | 1/12/90 | 6 | 1/12/89 | 1/12/90 |
| 0 | 31483 | 33136 | 34461 | 33630 | 35396 | 36812 | 35410 | 37269 | 38760 |
| 1 | 33130 | 34869 | 36264 | 35285 | 37137 | 38622 | 37180 | 39132 | 40697 |
| 2 | 34781 | 36607 | 38071 | 36936 | 38875 | 40430 | 38949 | 40994 | 42634 |
| 3 | 36431 | 38344 | 39878 | 38591 | 40617 | 42242 | 40720 | 42858 | 44572 |
| 4 | 38081 | 40080 | 41683 | 40243 | 42356 | 44050 | 42433 | 44724 | 46513 |
| 5 | 39731 | 41817 | 43490 | 41897 | 44097 | 45861 | 44260 | 46594 | 48447 |
| 6 | 41379 | 43551 | 45293 | 43549 | 45845 | 47668 | 46033 | 48450 | 50388 |
| 7 | 43026 | 45285 | 47096 | 45206 | 47579 | 49482 | 47802 | 50312 | 52324 |
| 8 | 44676 | 47021 | 48902 | 46857 | 49317 | 51290 | 49449 | 52045 | 54127 |
| 9 | 46326 | 48758 | 50708 | 48502 | 51048 | 53090 | 51025 | 53704 | 55852 |
| 10 | 47974 | 50493 | 52513 | 49976 | 52600 | 54704 | 52602 | 55364 | 57579 |
| 11 | | | | | | | | | |
| 12 | | | | | | | | | |

**SCHEDULE 'A1-1'(V)
ELEMENTARY AND SECONDARY TEACHING SUB-GROUP GUIDANCE AND VOCATIONAL COUNSELLOR
(ARBITRAL AWARD - AUGUST 28, 1990)**

| TEACHING EXPERIENCE | LEVEL 1 | | LEVEL 2 | | LEVEL 3 | |
|---------------------|---------|---------|---------|---------|---------|---------|
| | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 |
| 0 | 19283 | 20295 | 21107 | 21668 | 22001 | 23713 |
| 1 | 20329 | 21396 | 22252 | 22956 | 24161 | 25127 |
| 2 | 21372 | 22490 | 23396 | 24249 | 25522 | 26543 |
| 3 | 22419 | 23596 | 24540 | 25643 | 26884 | 27959 |
| 4 | 23461 | 24693 | 25681 | 26833 | 28242 | 29372 |
| 5 | 24507 | 25794 | 26826 | 28128 | 29605 | 30789 |
| 6 | 25552 | 26893 | 27969 | 29211 | 30966 | 32205 |
| 7 | 26598 | 27994 | 29114 | 30713 | 32325 | 33618 |
| 8 | 27647 | 29098 | 30262 | 32006 | 33686 | 35033 |
| 9 | | | | 33290 | 35038 | 36440 |
| 10 | | | | | | 35914 |
| 11 | | | | | | 37799 |
| 12 | | | | | | 39311 |

| TEACHING EXPERIENCE | LEVEL 4 | | LEVEL 5 | | LEVEL 6 | |
|---------------------|---------|---------|---------|---------|---------|---------|
| | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 |
| 0 | 29927 | 31498 | 32758 | 32682 | 34398 | 35774 |
| 1 | 31501 | 33155 | 34481 | 34219 | 36015 | 37456 |
| 2 | 33074 | 34810 | 36202 | 35757 | 37634 | 39228 |
| 3 | 34650 | 36469 | 37928 | 37292 | 39250 | 40820 |
| 4 | 36224 | 38126 | 39651 | 38827 | 40865 | 42500 |
| 5 | 37798 | 39782 | 41373 | 40364 | 42483 | 44182 |
| 6 | 39374 | 41441 | 43099 | 41903 | 44103 | 45867 |
| 7 | 40947 | 43097 | 44821 | 43439 | 45720 | 47549 |
| 8 | 42525 | 44758 | 46548 | 44974 | 47335 | 49228 |
| 9 | 44099 | 46414 | 48271 | 46509 | 48951 | 50909 |
| 10 | 45661 | 48059 | 49980 | 48042 | 50564 | 52587 |
| 11 | | | | | | 54261 |
| 12 | | | | | | 55944 |

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SCHEDULE 'A1-1' (VI)
ELEMENTARY AND SECONDARY TEACHING SUB-GROUP GUIDANCE AND VOCATIONAL COUNSELLOR
 (ARBITRAL AWARD - AUGUST 28, 1990)

| TEACHING EXPERIENCE | LEVEL 1 | | LEVEL 2 | | LEVEL 3 | | | | |
|---------------------|---------|---------|---------|---------|---------|---------|-------|-------|-------|
| | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 | | | |
| 0 | 19494 | 20517 | 21338 | 21637 | 22773 | 23584 | 25544 | 26885 | 27960 |
| 1 | 20622 | 21705 | 22573 | 23078 | 24290 | 25262 | 26987 | 28404 | 29540 |
| 2 | 21749 | 22891 | 23807 | 24522 | 25803 | 26841 | 28426 | 29918 | 31115 |
| 3 | 22878 | 24075 | 25038 | 25961 | 27324 | 28417 | 29867 | 31435 | 32892 |
| 4 | 24004 | 25264 | 26275 | 27405 | 28844 | 29998 | 31309 | 32953 | 34271 |
| 5 | 25130 | 26449 | 27507 | 28843 | 30357 | 31571 | 32749 | 34468 | 35847 |
| 6 | 26257 | 27635 | 28740 | 30287 | 31877 | 33152 | 34193 | 35988 | 37428 |
| 7 | 27383 | 28821 | 29974 | 31727 | 33393 | 34729 | 35635 | 37506 | 39006 |
| 8 | 28510 | 30007 | 31207 | 33170 | 34911 | 36307 | 37072 | 39018 | 40579 |
| 9 | | | | 34610 | 36427 | 37884 | 38522 | 40544 | 42166 |
| 10 | | | | | | | | | |
| 11 | | | | | | | | | |
| 12 | | | | | | | | | |

| TEACHING EXPERIENCE | LEVEL 4 | | LEVEL 5 | | LEVEL 6 | | | | |
|---------------------|---------|---------|---------|---------|---------|---------|-------|-------|-------|
| | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 | | | |
| 0 | 29483 | 31037 | 32278 | 31181 | 32818 | 34131 | 33135 | 34875 | 36270 |
| 1 | 31216 | 32855 | 34169 | 32928 | 34657 | 36043 | 34883 | 36714 | 38183 |
| 2 | 32941 | 34670 | 36057 | 34680 | 36501 | 37961 | 36631 | 38554 | 40096 |
| 3 | 34665 | 36485 | 37944 | 36426 | 38338 | 39872 | 38379 | 40394 | 42010 |
| 4 | 36394 | 38305 | 39837 | 38174 | 40178 | 41785 | 40128 | 42235 | 43924 |
| 5 | 38121 | 40122 | 41727 | 39925 | 42021 | 43702 | 41877 | 44076 | 45839 |
| 6 | 39845 | 41937 | 43614 | 41674 | 43862 | 45616 | 43625 | 45915 | 47762 |
| 7 | 41571 | 43753 | 45503 | 43420 | 45700 | 47528 | 45375 | 47757 | 49657 |
| 8 | 43296 | 45559 | 47392 | 45170 | 47541 | 49443 | 47118 | 49592 | 51576 |
| 9 | 45025 | 47389 | 49285 | 46915 | 49376 | 51353 | 48868 | 51434 | 53491 |
| 10 | 46756 | 49211 | 51179 | 48658 | 51213 | 53262 | 50454 | 53103 | 55227 |
| 11 | | | | | | | | | |

**SCHEDULE '41-1' (WT)
 ELEMENTARY AND SECONDARY TEACHING SUB-GROUP GUIDANCE AND VOCATIONAL COUNSELLOR
 (ARBITRAL AWARD - AUGUST 28, 1990)
 BRITISH COLUMBIA (12 MONTH PAY PLAN)**

| TEACHING EXPERIENCE | LEVEL 1 | | LEVEL 2 | | LEVEL 3 | | | | |
|------------------------|------------|---------|------------|---------|------------|---------|-------|-------|-------|
| | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 | | | |
| 0 | 22260 | 23429 | 24366 | 24341 | 25619 | 26644 | 2770 | 28175 | 29302 |
| 1 | 23477 | 24706 | 25694 | 25536 | 26877 | 27952 | 28388 | 29878 | 31073 |
| 2 | 24688 | 25904 | 27023 | 26751 | 28134 | 29259 | 30008 | 31583 | 32846 |
| 3 | 25902 | 27262 | 28352 | 27927 | 29333 | 30569 | 31626 | 33286 | 34617 |
| 4 | 27115 | 28539 | 29681 | 29120 | 30649 | 31875 | 32748 | 34591 | 36391 |
| 5 | 28330 | 29817 | 31010 | 30316 | 31908 | 33184 | 34865 | 36695 | 38163 |
| 6 | 29544 | 31095 | 32339 | 31511 | 33155 | 34492 | 36487 | 38403 | 39939 |
| 7 | 30760 | 32375 | 33670 | 32706 | 34423 | 35800 | 38103 | 40103 | 41707 |
| 8 | 31972 | 33651 | 34997 | 33901 | 35681 | 37106 | 39723 | 41808 | 43480 |
| 9 | | | | 35096 | 36939 | 38417 | 41342 | 43512 | 45252 |
| 10 | | | | | | | | | |
| 11 | | | | | | | | | |
| 12 | | | | | | | | | |

| TEACHING EXPERIENCE | LEVEL 4 | | LEVEL 5 | | LEVEL 6 | | | | |
|------------------------|------------|---------|------------|---------|------------|---------|-------|-------|-------|
| | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 | | | |
| 0 | 28853 | 30368 | 31593 | 30937 | 32561 | 33863 | 33710 | 35480 | 36399 |
| 1 | 30524 | 32127 | 33412 | 32768 | 34488 | 35868 | 35446 | 37307 | 38799 |
| 2 | 32137 | 33887 | 35242 | 34600 | 36417 | 37874 | 37187 | 39139 | 40705 |
| 3 | 33857 | 35645 | 37071 | 36434 | 38347 | 39881 | 38924 | 40968 | 42607 |
| 4 | 35539 | 37405 | 38901 | 38266 | 40275 | 41886 | 40658 | 42793 | 44505 |
| 5 | 37211 | 39155 | 40732 | 40098 | 42203 | 43891 | 42394 | 44620 | 46405 |
| 6 | 38879 | 40920 | 42557 | 41922 | 44133 | 45898 | 44136 | 46553 | 48311 |
| 7 | 40549 | 42678 | 44385 | 43754 | 46062 | 47904 | 45871 | 48279 | 50210 |
| 8 | 42223 | 44440 | 46218 | 45596 | 47990 | 49910 | 47608 | 50107 | 52111 |
| 9 | 43893 | 46197 | 48045 | 47423 | 49919 | 51916 | 49344 | 51935 | 54012 |
| 10 | 45565 | 47957 | 49875 | 49260 | 51846 | 53920 | 51083 | 53765 | 55816 |
| 11 | 47236 | 49716 | 51705 | 51093 | 53775 | 55926 | 52820 | 55593 | 57817 |
| 12 | | | | | | | | | |

PAY NOTES

SCHEDULES "A1" and "A1-1"

1. An employee is entitled to be paid at the rate of pay on the pay grid for the appropriate region set forth in Schedules "A1" or "A1-1" as determined by his education and experience. In addition, employees at these levels are entitled to the appropriate allowance provided in Article 38.
2. The rates of pay in Schedules "A1" and "A1-1" shall be implemented as indicated therein.
3. A teacher in the Department of Indian and Northern Affairs who commences a new school year in the month of July or the month of August is entitled to be paid from the commencement of his school year at the rate of pay that becomes effective on the following September 1st, including the applicable increment provided he has given satisfactory service.
4. The Employer will continue the present practice of paying teachers of INA on a bi-monthly basis, with one pay cheque in July and August.
5. Notwithstanding note 1, an employee on a twelve (12) month work year in the Canadian Penitentiary Service, the Department of National Defence or in the Department of Transport (Canadian Coast Guard College) is entitled to be paid for services rendered at rates of pay which are higher by twenty per cent (20%) than the rates of pay on the pay grid set forth in Schedule "A1", and if applicable, the allowances set forth in Article 38.

**
6.

Rates of Pay on Promotion, Transfer or Demotion of an Employee

- (a) Notwithstanding Section 2(e)(iii) of the Public Service Terms and Conditions of Employment Regulations, Sections 63 and 64 of the above regulations shall apply when an employee is promoted, transferred or demoted to a position classified in another group or sub-group.
- (b) For the purpose of this Article, the maximum rate of pay applicable to the position held by the employee immediately prior to the new appointment means the maximum salary in the level column in the appropriate regional education experience grid determined by the number of years of teacher education or scholarship to his credit. If applicable, the rate of pay is increased by the percentage (%) prescribed in note 5 and/or the allowance provided for in Article 38.
- (c) Notwithstanding (a) above, no employee will receive a rate of pay lower than the rate of pay he was receiving when, by mutual agreement, he is transferred from one region to another during the school year. The higher rate of pay will be paid for the remainder of that school year only. Should the rate of pay in the new region be higher, the higher rate will apply.

Explanatory Note

- 7. The following qualifications are required for placement of an employee at the various levels of the education-experience grid:
 - (a) Level One - For placement at this level, an employee must have:

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- (i) Junior Matriculation plus two
(2) years of teacher education,
or
 - (ii) Senior Matriculation plus one
(1) year of teacher education,
or
 - (iii) Thirteen (13) years of scholarship
(Quebec).
- (b) Level Two - For placement at this
level, an employee must have:
- (i) Junior Matriculation plus three
, (3) years of teacher education,
or
 - (ii) Senior Matriculation plus two
(2) years of teacher education,
or
 - (iii) Fourteen (14) years of scholarship
(Quebec).
- (c) Level Three - For placement at this
level, an employee must have:
- (i) Junior Matriculation plus **four**
(4) years of teacher education,
or
 - (ii) Senior Matriculation plus three
(3) years of teacher education,
or
 - (iii) Fifteen (15) years of scholarship
(Quebec).

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- (d) Level Four - For placement at this level, an employee must have:
- (i) Junior Matriculation plus five (5) years of teacher education,
 - or
 - (ii) Senior Matriculation plus four (4) years of teacher education,
 - or
 - (iii) Sixteen (16) years of scholarship (Quebec).
- (e) Level Five - For placement at this level, an employee must have:
- (i) Junior Matriculation plus six (6) years of teacher education,
 - or
 - (ii) Senior Matriculation plus five (5) years of teacher education,
 - or
 - (iii) Seventeen (17) years of scholarship (Quebec).
- (f) Level Six - For placement at this level, an employee must have:
- (i) Junior Matriculation plus seven (7) years of teacher education,
 - or
 - (ii) Senior Matriculation plus six (6) years of teacher education,
 - or
 - (iii) Eighteen (18) years of scholarship (Quebec).

8. "Junior matriculation" for the purposes of Schedules "A1(I)" to "A1-1(VII)" is defined as high school completion (Grade XI or Grade XII according to provincial standards).
 9. "Senior matriculation" is defined as one year beyond high school completion, such additional year being Grade XII or Grade XIII according to provincial standards,
 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. "Years of **scholarship**" refers to elementary, secondary and other schooling recognized by provincial authorities followed by successfully completed years of university study, or teacher training, which must include one year of study warranting a recognized teaching certificate.
 12. For the purpose of placement of an employee at a level on the education- experience grid, the Employer will give full credit for the years of teacher education, years of **scholarship** and teacher certificates recognized by provincial authorities of the province in which the school is located.
- ****
13. **It is the employee's responsibility to submit to the Employer within ninety (90) days following the date on which he enters the Public Service all documents that will establish his rate of pay. No retroactive changes shall be made to his rate of pay after the prescribed ninety (90)-day deadline.**

14. 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 as a government employee. 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.

15. Changes in Rates of Pay After Appointment

- (a) After appointment, an employee on a school year will be granted annual increments on September 1 of each year provided the employee has been on duty at least six (6) months since the last increment or since appointment and has given satisfactory service.
- (b) Subject to satisfactory performance of duties, an employee on a twelve (12)-month work year will be granted annual increments on the first Monday following the anniversary date of an employee's most recent appointment.

- ** (c) It is up to the employee to submit to the Employer the documents proving that he has higher educational qualifications than those of the education level in which he 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 meets the requirements, either from the date of issuance of the official transcript of additional

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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.

16. . In applying the new rates of pay, an employee retains his step in the pay grid except as provided in Note 15 above.
17. An employee who does not meet the requirements of level one is placed at the **step** corresponding to his experience and is given the **rate** of pay of level one minus \$500.00.

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SCHEDULE 'A2'
LANGUAGE TEACHING SUB-GROUP
RATES OF PAY
(ARBITRAL AWARD - AUGUST 28, 1990)

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

- LANGUAGE TEACHING 1** - EMPLOYEES WILL RECEIVE THE RATE ON THE GRID DETERMINED BY THEIR EDUCATION AND EXPERIENCE.
LANGUAGE TEACHING 2 - EMPLOYEES WILL RECEIVE THE RATE ON THE GRID DETERMINED BY THEIR EDUCATION AND EXPERIENCE PLUS THE SENIOR TEACHER'S ALLOWANCE.

| TEACHING EXPERIENCE | LEVEL 1 | | | LEVEL 2 | | | LEVEL 3 | | | LEVEL 4 | | |
|---------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | 1/12/89 | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 | 1/12/89 | 1/12/90 |
| 0 | 24911 | 26219 | 27268 | 28231 | 29713 | 30902 | 29890 | 31459 | 32717 | 31882 | 33556 | 34898 |
| 1 | 26075 | 27444 | 28542 | 29480 | 31028 | 32289 | 31141 | 32776 | 34087 | 33199 | 34942 | 36340 |
| 2 | 27230 | 28660 | 29806 | 30731 | 32344 | 33638 | 32389 | 34089 | 35453 | 34515 | 36327 | 37780 |
| 3 | 28391 | 29882 | 31077 | 31977 | 33656 | 35002 | 33638 | 35404 | 36820 | 35836 | 37717 | 39225 |
| 4 | 29563 | 31105 | 32349 | 33229 | 34974 | 36378 | 34890 | 36722 | 38191 | 37151 | 39101 | 40665 |
| 5 | 30709 | 32321 | 33614 | 34478 | 36289 | 37740 | 36137 | 38034 | 39555 | 38468 | 40488 | 42108 |
| 6 | 31870 | 33543 | 34885 | 35727 | 37603 | 39107 | 37388 | 39251 | 40925 | 39784 | 41873 | 43548 |
| 7 | 33030 | 34764 | 36155 | 36979 | 38920 | 40477 | 38637 | 40665 | 42292 | 41103 | 43261 | 44991 |
| 8 | 34194 | 35989 | 37429 | 38225 | 40232 | 41841 | 39845 | 41979 | 43658 | 42421 | 44648 | 46434 |
| 9 | 35350 | 37206 | 38694 | 39475 | 41547 | 43209 | 41135 | 43295 | 45027 | 43736 | 46032 | 47873 |
| 10 | 36511 | 38428 | 39965 | 40725 | 42863 | 44578 | 42385 | 44610 | 46394 | 45056 | 47421 | 49318 |
| 11 | 37669 | 39647 | 41233 | 41974 | 44178 | 45945 | 43635 | 45926 | 47763 | 46373 | 48808 | 50760 |
| 12 | 38834 | 40873 | 42508 | 43226 | 45485 | 47315 | 44884 | 47240 | 49130 | 47690 | 50194 | 52202 |
| 13 | | | | 44473 | 46808 | 48680 | 46134 | 48556 | 50498 | 49006 | 51679 | 53642 |

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SENIOR TEACHER'S ALLOWANCE (LANGUAGE TEACHING LAT-02) - \$3,425 PER ANNUM EFFECTIVE DECEMBER 1, 1989
 - \$3,575 PER ANNUM EFFECTIVE DECEMBER 1, 1990

PAY NOTES

SCHEDULE "A2"

1. An employee is entitled to be paid at the rate of pay on the pay grid set forth in Schedule "A2" as determined by his **education** and experience.

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2. Changes in Rates of Pay

- (a) Except as provided in notes (b), (c) and (d) below, in applying the new rates of pay an employee retains his 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 is being paid on the first Monday following the date on which the employee attains the requisite experience.
- (c) It is up to the employee to submit to the Employer the documents proving that he 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 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 enters the Public Service all

documents that will **establish** his rate of pay. No retroactive changes shall be made to his rate of pay after the prescribed ninety (90)-day deadline.

3. Education Levels

Education Level 1 (B.A.)

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

Education Level 2 (B.A. + 1)

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

or

(b) a Bachelor's or equivalent degree recognized by a Canadian university plus one (1) further year of teacher education as defined in Note 5.

Education Level 3 (B.A. + 2)

(a) This level requires an Honour's Bachelor's or equivalent degree recognized by a Canadian university, plus one (1) further year of teacher education as defined in Note 5.

or

(b) a Bachelor's or equivalent degree recognized by a Canadian university plus two (2) further years of teacher education as defined in Note 5.

Education Level 4 (B.A. + 3)

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

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plus two (2) further years of teacher education as defined in Note 5.

or

- (b) A Bachelor's or equivalent degree recognized by a Canadian university plus three (3) further years of teacher education as defined in Note 5

4. Experience

- (a) **Within** the pay range for each educational level, experience is recognized by the granting of one increment for each year of teaching experience prior to appointment. An employee with no experience will be appointed at the first rate in the range. For each year of experience after appointment, an employee will receive one additional increment provided that service has been satisfactory.
- (b) A full year of **experience** prior to appointment will **be** allowed for any of the following:
 - (i) any full academic year at an establishment, recognized or accredited by a school board or provincial Department of Education, that is, eight (8) months (university teaching), ten (10) months (elementary and secondary school teaching) or eleven (11) to twelve (12) months (government teaching or a recognized commercial school);
 - (ii) any portion of an academic year of six (6) months or more;

(iii) any portion of an academic year, in whole months, at an establishment recognized and accredited by a school board or provincial Department of Education, which total a full academic year, as defined in (i) above;

(iv) second language teaching at night school or on some other part-time basis in the amount of four hundred (400) hours at an establishment recognized and accredited by a school board or provincial Department of Education,

provided that, in all cases, no more than one (1) full year is credited during a twelve (12)-month calendar year.

5. Miscellaneous

Teacher Education, for the purposes of this pay plan shall consist of any one or combination of the following:

- (a) A year of study resulting in a recognized teaching certificate or diploma.
- (b) A year of university study, completion of which is officially certified by an educational establishment, in any one of the following related fields: Anthropology, Social Communications, Education, History, Journalism, Linguistics (including courses in foreign languages and translation), Literature, Philosophy, Psychology, Political Science, Social Work, Sociology and Theology.

6. An employee appointed to a position in the Language-Teaching Sub-Group prior to November 22, 1988 will not have his Education Level lowered solely by the application of pay notes 3 and 5 to schedule "A2".

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

SCHEDULE 'A3'
EDUCATION SERVICES SUB-GROUP
RATES OF PAY
(ARBITRAL AWARD - AUGUST 28, 1990)

A: EFFECTIVE DECEMBER 1, 1989
 B: EFFECTIVE DECEMBER 1, 1990

EDS 1

| | | | | | | | |
|--------------|-----------|-------|-------|-------|-------|-------|-------|
| FROM: | \$ | 36892 | 38928 | 40960 | 42433 | 43900 | 45369 |
| TO: | A | 38829 | 40972 | 43110 | 44661 | 46205 | 47751 |
| | B | 40382 | 42611 | 44834 | 46447 | 48053 | 49661 |

EDS 2

| | | | | | |
|--------------|-----------|-------|-------|-------|-------|
| FROM: | \$ | 45014 | 46640 | 48103 | 49557 |
| TO: | A | 47377 | 49089 | 50628 | 52159 |
| | B | 49272 | 51053 | 52653 | 54245 |

EDS 3

| | | | | | |
|--------------|-----------|-------|-------|-------|-------|
| FROM: | \$ | 48207 | 49775 | 51347 | 52913 |
| TO: | A | 50738 | 52388 | 54043 | 55691 |
| | B | 52768 | 54484 | 56205 | 57919 |

EDS 4

| | | | | | |
|--------------|-----------|-------|-------|-------|-------|
| FROM: | \$ | 52049 | 53374 | 54990 | 56605 |
| TO: | A | 54782 | 56176 | 57877 | 59577 |
| | B | 56973 | 58423 | 60192 | 61960 |

EDS 5

| | | | | | |
|--------------|-----------|-------|-------|-------|-------|
| FROM: | \$ | 55760 | 57531 | 59300 | 61048 |
| TO: | A | 58687 | 60551 | 62413 | 64259 |
| | B | 61034 | 62973 | 64910 | 66823 |

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PAY NOTE

SCHEDULE "A3"

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

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APPENDIX "B"

GRANDFATHER PROTECTION

The benefits as specified in this Appendix are grandfathered for all employees in the bargaining unit on October 29, 1986. However, this grandfathering continues only for so long as an employee remains in the bargaining unit. Without limiting the generality of the foregoing, employees, for example, who are promoted or transferred out of the bargaining unit lose the grandfathering protection.

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GRANDFATHER PROTECTION

ARTICLE 15

OTHER LEAVE WITH OR WITHOUT PAY

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

15.06

- (a) At the request of an employee, leave without pay in one (1) or more periods to a total maximum of five (5) years during an employee's total period of employment in the Public Service shall be provided for the care and nurturing of pre-school age children.
- (b) Leave without pay which is for a period of more than three (3) months, granted under this clause, shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

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**** LETTER OF UNDERSTANDING FOR
CANADIAN PENITENTIARY SERVICE
EMPLOYEES IN THE EDUCATION GROUP**

MEAL ALLOWANCE IN OVERTIME SITUATIONS

An employee who works three (3) or more hours of overtime immediately before or following his scheduled hours of work shall be reimbursed his expenses for one meal in the amount of six dollars (\$6.00) except where free meals are provided. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.