



## Education and Library Science - Table 5 EB (ED, LS, EU) 209, 215, 414

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

**Group: Education and Library Science  
(all employees)**

**Expiry Date: 30 June 2007**

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#### **THIS AGREEMENT COVERS THE FOLLOWING CLASSIFICATIONS:**

<b>CODE</b>	<b>CLASSIFICATION</b>	
209	Education	ED
215	Library Science	LS
414	Educational Support	EU

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## **ARTICLE 1**

### **PURPOSE AND SCOPE OF AGREEMENT**

**1.01** The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Alliance and the employees and to set forth herein certain terms and conditions of employment including rates of pay upon which agreement has been reached through

collective bargaining for all employees described in the certificate issued by the Public Service Staff Relations Board on June 7, 1999 covering employees in the Education and Library Science Group.

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

## **ARTICLE 2**

### **INTERPRETATION AND DEFINITIONS**

**2.01** For the purpose of this Agreement:

**"Alliance"** means the Public Service Alliance of Canada (Alliance);

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

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

\*\*

**"common-law partner"** means a person living in a conjugal relationship with an employee for a continuous period of at least one (1) year (conjoint de fait);

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

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

**"daily rate of pay"** (taux de rémunération journalier) means:

(a) an employee's weekly rate of pay divided by five (5);

(b) in the case of an employee of the Education (ED) group working a school year, as defined in

clause 45.01, the employee's annual rate of pay, plus allowances (if any) divided by the number of working days designated by the province, territory or provincial school unit within which geographical area the teacher is working;

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

**"double time"** means two (2) times the employee's hourly rate of pay (tarif double);

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

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

**"headquarters area"** has the same meaning as given to the expression in the Travel Directive (zone d'affectation);

**"holiday"** (jour férié) means:

(a) the twenty-four (24)-hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement;

(b) however, for the purpose of administration of a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked:

(i) on the day it commenced where half (1/2) or more of the hours worked fall on that day,

or

(ii) on the day it terminates where more than half (1/2) of the hours worked fall on that day;

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

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

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

**"membership dues"** means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and shall not include any

initiation fee, insurance premium, or special levy (cotisations syndicales);

**"overtime"** (heures supplémentaires) means:

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

or

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

or

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

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

\*\*

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

**"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 of Canada, supervisors of education (professeur);

**"teachers' aides"** are employees who instruct in classrooms or act as kindergarden assistants, classroom assistants and counsellor technicians (aides-enseignants);

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

**"weekly rate of pay"** means an employee's annual rate of pay divided by 52.176 (taux de rémunération hebdomadaire);

**"weekly rate of pay"**, for the employees in the Education (ED) and Educational Support (EU) groups,



means:

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

and

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

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

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

and

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

## **ARTICLE 3 APPLICATION**

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

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

## **ARTICLE 4 STATE SECURITY**

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

## **ARTICLE 5 PRECEDENCE OF LEGISLATION AND THE COLLECTIVE AGREEMENT**

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

## **ARTICLE 6**

### **MANAGERIAL RESPONSIBILITIES**

**6.01** Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities in the Public Service.

## **ARTICLE 7**

### **RECOGNITION**

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

## **ARTICLE 8**

### **EMPLOYEE REPRESENTATIVES**

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

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

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

#### **8.04**

(a) A representative shall obtain the permission of his or her immediate supervisor before leaving his or her work to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his or her supervisor before resuming his or her normal duties.

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

(c) An employee shall not suffer any loss of pay when permitted to leave his or her work under paragraph (a).

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

## **ARTICLE 9**

### **USE OF EMPLOYER FACILITIES**

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

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

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

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

## **ARTICLE 10**

### **CHECK-OFF**

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

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

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

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

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

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

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

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

## **ARTICLE 11 INFORMATION**

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

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

## **ARTICLE 12 LABOUR DISPUTES**

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

## **ARTICLE 13 RESTRICTION ON OUTSIDE EMPLOYMENT**

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

## **ARTICLE 14**

### **LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS**

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

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

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

and

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

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

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

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

and

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

**14.03** The Employer will grant leave with pay:

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

and

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

#### **Arbitration Board Hearings, Conciliation Board Hearings and Alternate**

## **Dispute Resolution Process**

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

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

## **Adjudication**

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

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

## **Meetings During the Grievance Process**

**14.07** Where an employee representative wishes to discuss a grievance with an employee who has asked or is obliged to be represented by the Alliance in relation to the presentation of his or her grievance, the Employer will, where operational requirements permit, give them reasonable leave with pay for this purpose when the discussion takes place in their headquarters area and reasonable leave without pay when it takes place outside their headquarters area.

**14.08** Subject to operational requirements,

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

## **Contract Negotiation Meetings**

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

## **Preparatory Contract Negotiation Meetings**

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

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

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

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

## **Representatives' Training Courses**

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

## **ARTICLE 15**

### **ILLEGAL STRIKES**

**15.01** The *Public Service Staff Relations Act* provides penalties for engaging in illegal strikes. Disciplinary action may also be taken, which will include penalties up to and including termination of employment pursuant to paragraph 11(2)(f) of the *Financial Administration Act*, for participation in an illegal strike as defined in the *Public Service Staff Relations Act*.

## **ARTICLE 16**

### **NO DISCRIMINATION**

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**16.01** There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or

any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, membership or activity in the Alliance, marital status or a conviction for which a pardon has been granted.

## **16.02**

(a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

(b) If by reason of paragraph (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

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

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**16.04** Upon request by the complainant(s) and/or respondent(s) an official copy of the investigation report shall be provided to them by the Employer subject to the *Access to Information and Privacy Act*.

## **ARTICLE 17**

### **SEXUAL HARASSMENT**

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

## **17.02**

(a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

(b) If by reason of paragraph (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

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

\*\*

**17.04** Upon request by the complainant(s) and/or respondent(s) an official copy of the investigation report shall be provided to them by the Employer subject to the *Access to Information and Privacy Act*.



## **ARTICLE 18**

### **LEAVE GENERAL**

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#### **18.01**

(a) When an employee becomes subject to this Agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his or her earned hourly leave credits shall be reconverted into days, with one day being equal to seven and one-half (7 1/2) hours.

(b) Earned leave credits or other leave entitlements shall be equal to seven and one-half (7 1/2) hours per day.

(c) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.

(d) Notwithstanding the above, in clause 22.02, "Bereavement Leave with Pay," a "day" will mean a calendar day.

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

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

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

**18.05** An employee who, on the day that this Agreement is signed, is entitled to receive furlough leave, that is to say, five (5) weeks' leave with pay upon completing twenty (20) years of continuous employment, retains his or her entitlement to furlough leave subject to the conditions respecting the granting of such leave that are in force on the day that this Agreement is signed.

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

**18.07** In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the classification prescribed in the employee's

certificate of appointment on the date of the termination of the employee's employment.

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

## **ARTICLE 19**

### **SICK LEAVE WITH PAY**

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

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

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

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

and

(b) he or she has the necessary sick leave credits.

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

\*\*

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

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

**19.06** Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be

added to the compensatory leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.

**19.07** Sick leave credits earned but unused by an employee during a previous period of employment in the Public Service shall be restored to an employee whose employment was terminated by reason of layoff and who is reappointed in the Public Service within two (2) years from the date of layoff.

**19.08** The Employer agrees that an employee terminated for cause for reasons of incapacity pursuant to Section 11(2)(g) of the *Financial Administration Act* by reason of ill-health shall not be released at a date earlier than the date at which the employee will have utilized his or her accumulated sick leave credits.

## **ARTICLE 20**

### **VACATION LEAVE WITH PAY**

#### **20.01**

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

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

#### **20.02 Accumulation of Vacation Leave Credits**

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

(a) nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's eighth (8<sup>th</sup>) year of service occurs if the employee is in the ED or EU groups;

or

nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's seventh (7<sup>th</sup>) year of service occurs if the employee is in the LS group;

(b) twelve decimal five (12.5) hours commencing with the month in which the employee's eighth (8<sup>th</sup>) anniversary of service occurs if the employee is in the ED or EU groups;

or

twelve decimal five (12.5) hours commencing with the month in which the employee's seventh (7<sup>th</sup>) anniversary of service occurs if the employee is in the LS group;

(c) thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16<sup>th</sup>) anniversary of service occurs;

(d) fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17<sup>th</sup>) anniversary of service occurs;

(e) fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18<sup>th</sup>) anniversary of service occurs;

(f) sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27<sup>th</sup>) anniversary of service occurs;

(g) eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-eighth (28<sup>th</sup>) anniversary of service occurs.

### **20.03**

(a) For the purpose of clause 20.02 only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the Public Service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the Public Service within one year following the date of lay-off.

(b) Notwithstanding (a) above, an employee who was a member of the bargaining unit on (the date of signing of the Collective Agreement - May 17, or 18, or 19, 1989) or an employee who became a member of the bargaining unit between (the date of signing of the Collective Agreement - May 17, or 18, or 19, 1989) and May 31, 1990 shall retain, for the purpose of "service" and of establishing his or her vacation entitlement pursuant to this Article, those periods of former service which had previously qualified for counting as continuous employment, until such time as his or her employment in the Public Service is terminated.

### **Entitlement to Vacation Leave With Pay**

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

### **Scheduling of Vacation Leave With Pay**

Clause ED-20.05 applies only to the ED Group:

### **ED - 20.05 Granting of Vacation Leave With Pay**

In scheduling vacation leave with pay, the Employer shall, subject to the operational requirements of the

service, make every reasonable effort:

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

(b) to grant an employee vacation leave when specified by the employee if:

(i) the period of vacation leave requested is less than a week,

and

(ii) the employee gives the Employer at least two (2) days' advance notice for each day of vacation leave requested.

(c) The Employer may for good and sufficient reason grant vacation leave on shorter notice than that provided for in (b).

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

### **LS/EU - 20.05**

(a) Employees are expected to take all of their vacation leave during the vacation year in which it is earned.

(b) In order to maintain operational requirements, the Employer reserves the right to schedule employee's vacation leave but shall make every reasonable effort to provide an employee's vacation in an amount and at such time as the employee may request.

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

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

(a) bereavement leave with pay,

or

(b) leave with pay because of illness in the immediate family,

or

(c) sick leave on production of a medical certificate,

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

## **20.08**

(a) The leave entitlement for the current vacation year shall be used first.

(b) Where in any vacation year, an employee has not been granted all of the annual leave credited to him or her, the unused portion of annual leave shall be carried over into the following year, except that the unused portion of annual leave in excess of two hundred and twenty five (225) hours shall be automatically converted into cash, by multiplying the number of days to which the excess leave credits correspond by the daily rate of pay applicable to the classification prescribed in the employee's certificate of employment of his or her substantive position in effect on the last day of the preceding fiscal year.

(c) Notwithstanding paragraph (b), during any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred and twelve decimal five (112.5) hours may be paid 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 31<sup>st</sup> of the previous vacation year.

(d) When in a vacation year, an employee has applied for vacation leave with pay, in accordance with Clause ED 20.05 or LS/EU 20.05, and was not granted all the leave requested, the portion of the yearly entitlement of leave that was not granted should be rescheduled by mutual agreement into the next vacation year. Such mutual agreement shall not be unreasonably withheld.

(e) While vacation leave credits shall normally not exceed two hundred and twenty five (225) hours in excess of the current year entitlement, an employee may request, in exceptional circumstances, to carry over additional vacation leave credits for specific purposes. Such request shall include the duration and purpose of the carry over.

## **Recall from Vacation Leave With Pay**

## **20.09**

(a) The Employer will make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave with pay.

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

(i) in proceeding to employee's place of duty,

and

(ii) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled,

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

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

### **Leave When Employment Terminates**

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

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

### **Advance Payments**

#### **20.12**

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

(b) Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to departure. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

### **Cancellation or Alteration of Vacation Leave**

**20.13** When the Employer cancels or alters a period of vacation leave which it has previously approved

in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer.

### **20.14 Appointment to a Separate Employer**

Notwithstanding clause 20.10, an employee who resigns to accept an appointment with an organization listed in Part II of Schedule I of the *Public Service Staff Relations Act* may choose not to be paid for unused vacation leave credits, provided that the appointing organization will accept such credits.

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### **20.15 Appointment from a Separate Employer**

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

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

Employees shall be granted leave without pay during the months of May, June, July, August and September provided a request for such leave is received in writing by the Employer on or before March 15<sup>th</sup> in each year, and provided that leave without pay immediately follows the annual leave. At the departmental level, the total number of requests for leave without pay, spread over the aforementioned five (5) months shall not exceed four per cent (4%) of the employees subject to this clause. The total number of weeks of 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.

\*\*

### **Exclusion**

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

### **20.17**

(a) Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1<sup>st</sup>) day of the month following the employee's second (2<sup>nd</sup>)



anniversary of service, as defined in clause 20.03.

**(b) Transitional Provision**

Effective on March 14, 2005, employees with more than two (2) years of service, as defined in clause 20.03, shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay.

(c) The vacation leave credits provided in clauses 20.17(a) and (b) above shall be excluded from the application of paragraph 20.08 dealing with the Carry-over and/or Liquidation of Vacation Leave.

**ARTICLE 21  
DESIGNATED PAID HOLIDAYS**

**Exclusion**

Employees in the ED-EST sub-group of the Education Group who work the school year as defined in paragraph 45.01(a) are excluded from the provisions of this Article.

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

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of

the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August,

(l) one additional day when proclaimed by an Act of Parliament as a national holiday.

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

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

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

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

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

and

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

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

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

or

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

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

and

(ii) pay at one and one-half (1 1/2) times the straight-time rate of pay for all hours worked up to seven and one half (7 1/2) hours,

and

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

(c)

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

(ii) When in a fiscal year an employee has not been granted all of his or her lieu days as requested by him or her, at the employee's option, such lieu days shall be paid off at his or her straight-time rate of pay or carried over for one (1) year. In all other cases unused lieu days shall be paid off at the employee's straight-time rate of pay.

(iii) The straight-time rate of pay referred to in 21.05(c)(ii) shall be the rate in effect when the lieu day was earned.

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

(a) compensation in accordance with the provisions of clause 21.05;

or

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

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

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

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

## **ARTICLE 22**

### **OTHER LEAVE WITH OR WITHOUT PAY**

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### **22.01 Volunteer Leave**

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

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

### **22.02 Bereavement Leave With Pay**

(a) For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-partner spouse resident with the employee), child (including child of common-law partner), stepchild or ward of the employee, grandchild, father-in-law, mother-in-law, the employee's grand parents and relative permanently residing in the employee's household or with whom the employee permanently resides.

(b) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of five (5) consecutive calendar days which must include the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

(c) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her son-in-law, daughter-in-law, brother-in-law or sister-in-law.

(d) If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under paragraphs (b) and (c), the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

(e) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a different manner than that provided for in paragraphs (b) and (c).

### **22.03 Maternity Leave without Pay**

(a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy.

(b) Notwithstanding paragraph (a):

(i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,

or

(ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of seventeen (17) weeks.

(c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.

(d) The Employer may require an employee to submit a medical certificate certifying pregnancy.

(e) An employee who has not commenced maternity leave without pay may elect to:

(i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;

(ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 19, Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 19, Sick Leave With Pay, shall include medical disability related to pregnancy.

(f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.

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

(f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.

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

**22.04 Maternity Allowance**

(a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:

(i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,

(ii) provides the Employer with proof that she has applied for and is in receipt of pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* in respect of insurable employment with the Employer,

and

(iii) has signed an agreement with the Employer stating that:

(A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;

(B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;

\*\*

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

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

however, an employee whose specified period of employment expired and who is rehired in any portion of the Public Service of Canada in Part I of Schedule I of the *Public Service Staff Relations Act* within a period of ninety (90) days or less is not indebted for the amount if her

new period of employment is sufficient to meet the obligations specified in section (B).

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

(c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:

(i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,

and

(ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.

(d) At the employee's request, the payment referred to in subparagraph 22.04(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance pregnancy benefits.

(e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act*.

(f) The weekly rate of pay referred to in paragraph (c) shall be:

(i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,

(ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.

(g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.

(h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.

(i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.

(j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

### **22.05 Special Maternity Allowance for Totally Disabled Employees**

(a) An employee who:

(i) fails to satisfy the eligibility requirement specified in subparagraph 22.04(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Longterm Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance pregnancy benefits,

and

(ii) has satisfied all of the other eligibility criteria specified in paragraph 22.04(a), other than those specified in sections (A) and (B) of subparagraph 22.04(a)(iii),

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

(b) An employee shall be paid an allowance under this clause and under clause 22.04 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* had she not been disqualified from Employment Insurance pregnancy benefits for the reasons described in subparagraph (a)(i).

### **Transitional Provisions**

If, on the date of signature of this Agreement, an employee is currently on maternity leave without pay or has requested a period of maternity leave but has not commenced the leave, she shall upon request be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.

### **22.06 Parental Leave Without Pay**



(a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law spouse), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.

(b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the employee's care.

\*\*

(c) Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to with the paragraphs (a) and (b) above may be taken in two periods.

\*\*

(d) Notwithstanding paragraphs (a) and (b):

(i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,

or

(ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

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

\*\*

(e) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the commencement date of such leave.

(f) The Employer may:

(i) defer the commencement of parental leave without pay at the request of the employee;

(ii) grant the employee parental leave without pay with less than four (4) weeks' notice;

(iii) require an employee to submit a birth certificate or proof of adoption of the child.

(g) Parental leave without pay taken by a couple employed in the Public Service shall not exceed a total of thirty-seven (37) weeks for both individuals combined. For the purpose of this paragraph, Public Service means any portion of the Public Service of Canada specified in Part I of Schedule I of the *Public Service Staff Relations Act*.

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

## **22.07 Parental Allowance**

(a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:

(i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,

(ii) provides the Employer with proof that he or she has applied for and is in receipt of parental benefits pursuant to Section 23 of the *Employment Insurance Act* in respect of insurable employment with the Employer,

and

(iii) has signed an agreement with the Employer stating that:

(A) the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;

(B) Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 22.04(a)(iii)(B), if applicable;

\*\*

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

(allowance received)      X      (remaining period to be worked following his/her return to work)

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

however, an employee whose specified period of employment expired and who is rehired in any portion of the Public Service of Canada as specified in Part I of Schedule I of the *Public Service Staff Relations Act* within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

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

\*\*

(c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:

(i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;

(ii) for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance parental benefits he or she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period.

(d) At the employee's request, the payment referred to in subparagraph 22.07(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI parental benefits.

(e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.

(f) The weekly rate of pay referred to in paragraph (c) shall be:

(i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;

(ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.

(g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.

(h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.

(i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.

(j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

#### **22.08 Special Parental Allowance for Totally Disabled Employees**

(a) An employee who:

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

and

(ii) has satisfied all of the other eligibility criteria specified in paragraph 22.07(a), other than those specified in sections (A) and (B) of subparagraph 22.07(a)(iii),

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

(b) An employee shall be paid an allowance under this clause and under clause 22.07 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to Section 23 of the *Employment Insurance Act*, had the employee not been disqualified from Employment Insurance parental benefits for the reasons described in subparagraph (a)

(i).

## **Transitional Provisions**

If, on the date of signature of this Agreement, an employee is currently on parental leave without pay or has requested a period of such leave without pay but has not commenced the leave, he or she shall upon request be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.

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

(a) Both parties recognize the importance of access to leave for the purpose of care and nurturing of pre-school age children.

(b) An employee shall be granted leave without pay for the personal care and nurturing of the employee's pre-school age children (including children of common-law partner) in accordance with the following conditions:

(i) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;

(ii) leave granted under this Article shall be for a minimum period of three (3) weeks;

(iii) the total leave granted under this Article shall not exceed five (5) years during an employee's total period of employment in the Public Service;

(iv) leave granted for periods of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.

(c) An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.

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

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

(b) An employee shall be granted leave without pay for the long-term personal care of the employee's parents, including step-parents or foster parents, in accordance with the following conditions:

(i) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;

(ii) leave granted under this Article shall be for a minimum period of three (3) weeks;

(iii) the total leave granted under this Article shall not exceed five (5) years during an employee's total period of employment in the Public Service;

(iv) leave granted for periods of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.

(c) An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.

### **22.11 Leave Without Pay for Personal Needs**

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

(a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;

(b) subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;

(c) an employee is entitled to leave without pay for personal needs only once under each of paragraphs (a) and (b) during the employee's total period of employment in the Public Service. Leave without pay granted under this clause may not be used in combination with maternity, paternity or adoption leave without the consent of the Employer;

(d) leave without pay granted under (a) of this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall not be counted for pay increment purposes;

(e) leave without pay granted under (b) of this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

### **22.12 Leave Without Pay for Relocation of Spouse**

(a) At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.

(b) Leave without pay granted under this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved, except where the period of such leave is less than three (3)

months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

### **22.13 Leave with Pay for Family-Related Responsibilities**

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

(b) The total leave with pay which may be granted under this clause shall not exceed thirty seven decimal five (37.5) hours in a fiscal year.

\*\*

(c) Subject to paragraph (b), the Employer shall grant leave with pay under the following circumstances:

(i) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;

(ii) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;

(iii) to provide for the immediate and temporary care of an elderly member of the employee's family;

(iv) for needs directly related to the birth or to the adoption of the employee's child.

\*\*

(d) Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under sub-paragraph (c)(ii) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

### **22.14 Court Leave**

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

(a) to be available for jury selection;

(b) to serve on a jury;

(c) by subpoena or summons to attend as a witness in any proceeding held:

(i) in or under the authority of a court of justice or before a grand jury,

(ii) before a court, judge, justice, magistrate or coroner,

(iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position,

(iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,

or

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

### **22.15 Injury-On-Duty Leave**

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

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

or

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

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

### **22.16 Personnel Selection Leave**

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



## **22.17 Leave With or Without Pay for Other Reasons**

(a) At its discretion, the Employer may grant:

(i) leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for duty; such leave shall not be unreasonably withheld;

(ii) leave with or without pay for purposes other than those specified in this Agreement.

\*\*

### **(b) Personal Leave**

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

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

## **ARTICLE 23**

### **EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT LEAVE**

**Clause 23.01 to 23.14 inclusively apply only to the employees in the Education (ED) group and Educational Support (EU) group**

#### **Education Leave**

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

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

permit the employee to undertake studies in some field in which training is needed in order to provide a service which the Employer requires or is planning to provide.

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

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

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

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

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

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

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

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

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

If the employee:

(a) fails to complete the approved programme of studies;

(b) does not resume employment with the Employer following completion of the programme;

or

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

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

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

## **Professional Development**

### **23.12 Professional Development**

(a) Professional development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering his or her professional development and to the organization in achieving its goals. The following activities shall be deemed to be part of professional development:

(i) a course given by the Employer;

(ii) a course offered by a recognized academic institution;

(iii) a research program carried out in a recognized institution;

(iv) a symposium, seminar, convention or study session in a specialized field directly related to the employee's work.

(b) Where an employee has submitted an application for professional development leave in one of the activities described in paragraph 23.12(a) above and has been selected by the Employer, the employee shall continue to receive his or her normal salary plus any allowances that apply, in addition to any increments to which the employee may be entitled. The employee shall receive no pay under Articles 27 and 49 during time spent on professional development leave provided for in this clause.

(c) Employees taking professional development training shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

(d) Once the Employer has selected an employee for professional development leave, according to subparagraphs 23.12(a)(ii), (iii), (iv) above, the Employer shall consult with the employee to determine the institution where the work or study program concerned will be undertaken and the duration of the programme.

### **23.13 Examination Leave**

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

### **23.14 Attendance at Courses at the Request of the Employer**

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

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

### **23.15 Education Leave**

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

(ii) does not resume employment with the Employer on completion of the course,

or

(iii) ceases to be employed before termination of the period he or she has undertaken to serve after completion of the course,

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

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

### **23.16 Attendance at Conferences and Conventions**

(a) In order that each employee shall have the opportunity for an exchange of knowledge and experience with his or her professional colleagues, the employee shall have the right to apply to attend a reasonable number of conferences or conventions related to his or her field of specialization. The Employer may grant leave with pay and reasonable expenses, including registration fees, to attend such gatherings, subject to budgetary and operational constraints as determined by the Employer.

(b) An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, in travel status.

(c) An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to his or her field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for his or her payment of registration fees and reasonable travel expenses.

(d) An employee shall not be entitled to any compensation under Articles 27 and 49 in respect of hours he or she is in attendance at or travelling to or from a conference or convention, under the provisions of this clause, except as may be provided in paragraph 23.16(b).

### **23.17 Professional Development**

(a) The parties to this agreement share a desire to improve professional standards by giving employees the opportunity, on occasion,

(i) to participate in seminars, workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields,

(ii) to conduct research or to perform work related to their normal research programs in institutions or locations other than those of the Employer,

or

(iii) to perform work in a co-operating department or agency for a short period of time in order to enhance the relevant subject knowledge or the technical expertise of the employee.

(b) An employee may apply at any time for professional development under this clause and the Employer may select an employee at any time for such professional development.

(c) When an employee is selected by the Employer for professional development under this clause the Employer will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.

(d) An employee selected for professional development, under this clause, will continue to receive his or her normal compensation, including any increase for which the employee may become eligible. The employee shall not be entitled to any compensation under Articles 27 and 49 while on professional development under this clause.

(e) An employee on professional development, under this clause, may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.

### **23.18 Examination Leave**

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

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### **23.19 Departmental Continuous Learning Consultation Committee**

(a) The parties to this Collective Agreement acknowledge the mutual benefits to be derived from consultation on Continuous Learning. To this effect the parties agree that such consultation will be held at the departmental level either through the existing Joint Consultation Committee or through the creation of a Departmental Continuous Learning Consultation Committee. A consultation committee as determined by the parties, may be established at the local, regional or national level.

(b) The Departmental Consultation Committee shall be composed of mutually agreeable numbers of employees and Employer representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.

(c) Employees forming the continuing membership of the Departmental Consultation Committees shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time where applicable.

(d) The Employer recognizes the use of such committees for the purpose of providing information, discussing the application of policy, promoting understanding and reviewing problems.

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

## **ARTICLE 24**

### **SEVERANCE PAY**

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

#### **(a) Lay-off**

(i) On the first lay-off two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).

(ii) On second or subsequent lay-off one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under subparagraph (a)(i).

#### **(b) Resignation**

On resignation, subject to paragraph 24.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

#### **(c) Rejection on Probation**

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

#### **(d) Retirement**

(i) On retirement, when an employee is entitled to an immediate annuity under the *Public Service*

*Superannuation Act* or when the employee is entitled to an immediate annual allowance, under the *Public Service Superannuation Act*,

or

(ii) a part-time employee, who regularly works more than thirteen and one-half (13 1/2) but less than thirty (30) hours a week, and who, if he or she were a contributor under the *Public Service Superannuation Act*, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if he or she were a contributor under the *Public Service Superannuation Act*,

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

**(e) Death**

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

**(f) Termination for Cause for Reasons of Incapacity or Incompetence**

(i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to Section 11 (2)(g) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

(ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence pursuant to Section 11(2)(g) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

**24.02** The period of continuous employment used in the calculation of severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause 24.01 be pyramided.

**24.03 Appointment to a separate employer organization**



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

## **ARTICLE 25**

### **PENOLOGICAL FACTOR ALLOWANCE**

#### **General**

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

\*\*

**25.02** The Penological Factor Allowance is used to provide additional compensation to an incumbent of a position who, by reason of duties being performed in a penitentiary, as defined in the *Corrections and Conditional Release Act* as amended from time to time, assumes additional responsibilities for the custody of inmates other than those exercised by the Correctional Group.

\*\*

**25.03** The payment of the allowance for the Penological Factor is determined by the designated security level of the penitentiary as determined by the Correctional Service of Canada. For those institutions with more than one (1) designated security level (i.e. multi-level institutions), the PFA shall be determined by the highest security level of the institution.

\*\*

#### **Amount of PFA**

**25.04**

<b>Penological Factor Allowance</b>			
<b>Designated Security level of the Penitentiary</b>			
<b>Maximum</b>		<b>Medium</b>	<b>Minimum</b>
\$2,000		\$1,000	\$600

#### **Application of PFA**

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

**25.06** The applicability of PFA to a position and the position's level of PFA entitlement shall be determined by the Employer following consultation with the bargaining agent.

**25.07** Except as prescribed in clause 25.10 below, an employee shall be entitled to receive PFA for any month in which he or she receives a minimum of ten (10) days' pay in a position(s) to which PFA applies.

**25.08** Except as provided in clause 25.09 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 level of PFA applies, regardless of whether such appointment or assignment is temporary or permanent, and for each month in which an employee performs duties in more than one position to which PFA applies, the employee shall receive the higher allowance, provided he or she has performed duties for at least ten (10) days as the incumbent of the position to which the higher allowance applies.

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

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

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

or

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

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

*Public Service Superannuation Act*

Public Service Disability Insurance Plan

Canada Pension Plan

Quebec Pension Plan

Employment Insurance

*Government Employees Compensation Act*

*Flying Accident Compensation Regulations*

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

## ARTICLE 26

### PAY ADMINISTRATION

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

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

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

or

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

\*\*

#### **26.03**

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

(b) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of this Agreement, the following shall apply:

(i) "retroactive period" for the purpose of subparagraphs (ii) to (v) means the period from the effective date of the revision up to and including the day before the collective agreement is signed or when an arbitral award is rendered 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 the groups identified in Article 7 of this Agreement during the retroactive period;

(iii) for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;

(iv) for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the *Public Service Terms and Conditions of Employment Regulations*, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being

received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;

(v) no payment or no notification shall be made pursuant to paragraph 26.03(b) for one dollar (\$1.00) or less.

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

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

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

**26.07**

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

(b) When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.

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

## **ARTICLE 27**

### **TRAVELLING TIME**

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

**27.02** When an employee is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clause 27.03 and 27.04. Travelling time shall include time necessarily spent at each

stop-over enroute provided such stop-over is not longer than three (3) hours.

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

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

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

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

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

(a) On a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.

(b) On a normal working day on which the employee travels and works, the employee shall be paid:

(i) his or her regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours,

and

(ii) at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straight-time rate of pay.

(c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours' pay at the straight-time rate of pay.

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

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

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

or

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

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

## **ARTICLE 28**

### **CALL-BACK PAY**

**28.01** If an employee is called back to work

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

or

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

or

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

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

or

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

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

(d) The minimum payment referred to in 28.01(c)(i) above does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with 38.11.

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

### **No Pyramiding of Payments**

**28.03** Payments provided under Overtime, Reporting Pay, Designated Paid Holiday, Standby provisions and clause 28.01 above shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

### **28.04 Compensatory Leave**

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

### **28.05 Transportation expenses**

(a) When an employee is required to report for work and reports under the conditions described in paragraphs 28.01(c) and (d), and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

(i) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of his or her own automobile,

or

(ii) out-of-pocket expenses for other means of commercial transportation.

## **ARTICLE 29**

### **STANDBY**

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

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

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

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

accordance with clause 28.01(c), 28.01(d) and 28.04, and is also eligible for reimbursement of transportation expenses in accordance with clause 28.05.

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

### **No Pyramiding of Payments**

**29.06** Payments provided under the Overtime, Reporting Pay, Designated Paid Holidays, Call-Back Pay provisions and clause 29.04 above shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

## **ARTICLE 30**

### **SHIFT PREMIUMS AND WEEKEND PREMIUMS**

#### **30.01 Shift Premium**

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

#### **30.02 Weekend Premium**

An employee working on shifts during a weekend will receive an additional premium of one dollar and fifty cents (\$1.50) per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.

## **ARTICLE 31**

### **STATEMENT OF DUTIES**

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

## **ARTICLE 32**

### **DISCIPLINE**

**32.01** When an employee is suspended from duty or terminated in accordance with paragraph 11(2)(f) of the *Financial Administration Act*, the Employer undertakes to notify the employee in writing of the reason for such suspension or termination. The Employer shall endeavour to give such notification at the



time of suspension or termination.

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

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

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

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

## **ARTICLE 33**

### **EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

#### **33.01**

(a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.

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

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

#### **33.02**

(a) Prior to an employee performance review the employee shall be given:

(i) the evaluation form which will be used for the review;

(ii) any written document which provides instructions to the person conducting the review;

(b) if during the employee performance review, either the form or instructions are changed they shall be given to the employee.

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

## **ARTICLE 34**

### **HEALTH AND SAFETY**

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

## **ARTICLE 35**

### **JOINT CONSULTATION**

**Clause 35.01 to 35.04 apply only to Library Science (LS) group and Educational Support (EU) group**

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

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

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

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

**Clause 35.05 to 35.11 apply only to the Education (ED) group**

### **Consultation Committees**

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

(a) with regard to the Elementary and Secondary Teaching sub-group, regional committees in each province but only one (1) for the Maritime Provinces;

(b) the procedure regarding consultation with Correctional Service Canada will be established by mutual agreement between the two (2) parties;

(c) with regard to the Language Teaching sub-group, committees in each region and/or work unit determined by mutual agreement by the Canada School of the Public Service Joint Departmental Committee. The procedure regarding consultation with the Department of National Defence will be established by mutual agreement between the two (2) parties.

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

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

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

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

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

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

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

## **ARTICLE 36**

### **NATIONAL JOINT COUNCIL AGREEMENTS**

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

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

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### **36.03**

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

Bilingualism Bonus Directive

Commuting Assistance Directive

Foreign Service Directives

#### **Health / Safety**

Boiler and Pressure Vessels Directive

Committees and Representatives Directive

Hazardous Substances Directive

Electrical Directive

Elevated Work Structures Directive

Elevating Devices Directive

First-Aid Allowance Directive

First-Aid Safety and Health Directive

Hazardous Confined Spaces Directive

Materials Handling Safety Directive

Motor Vehicle Operations Directive

Noise Control and Hearing Conservation Directive

Personal Protective Equipment and Clothing Directive

Pesticides Directive

Refusal to Work Directive

Sanitation Directive

Tools and Machinery Directive

Use and Occupancy of Buildings Directive

Isolated Posts and Government Housing Directive

Memorandum of Understanding on the Definition of Spouse

NJC Relocation - IRP Directive

Public Service Health Care Plan Directive

Travel Directive

Uniforms Directive.

(b) During the term of this Agreement, other directives may be added to the above noted list.

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

## **ARTICLE 37**

### **GRIEVANCE PROCEDURE**

**37.01** In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council (NJC) of the Public Service on items which may be included in a collective agreement and which the parties to this Agreement have endorsed, the grievance procedure will be in accordance with Part 14 of the NJC By-Laws.

**37.02** Subject to and as provided in Section 91 of the *Public Service Staff Relations Act*, an employee who feels that he or she has been treated unjustly or considers himself or herself aggrieved by any action or lack of action by the Employer in matters other than those arising from the classification process is

entitled to present a grievance in the manner prescribed in clause 37.05 except that:

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

and

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

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

(a) level 1 - first level of management;

(b) levels 2 and 3 - intermediate level(s) where such level or levels are established in departments or agencies;

(c) final level - Deputy Head or Deputy Head's authorized representative.

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

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

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

(a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level,

and

(b) provide the employee with a receipt stating the date on which the grievance was received by him or her.

**37.06** Where it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the date it is delivered to the appropriate office of the department or agency concerned. Similarly the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his or her grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

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

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

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

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

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

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

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

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

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

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

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

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

**37.19** Where the Employer demotes or terminates an employee for cause pursuant to paragraph 11(2)(f) or (g) of the *Financial Administration Act*, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be presented at the final level only.

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

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

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

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

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

or

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

or

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

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



**37.24** Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of him or her of a provision of this Agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the Alliance signifies in the prescribed manner:

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

and

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

### **Expedited Adjudication**

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

(a) At the request of either party, a grievance that has been referred to adjudication may be dealt with through Expedited Adjudication with the consent of both parties.

(b) When the parties agree that a particular grievance will proceed through Expedited Adjudication, the Alliance will submit to the PSSRB the consent form signed by the grievor or the bargaining agent.

(c) The parties may proceed with or without an Agreed Statement of Facts. When the parties arrive at an Agreed Statement of Facts it will be submitted to the PSSRB or to the Adjudicator at the hearing.

(d) No witnesses will testify.

(e) The Adjudicator will be appointed by the PSSRB from among its members who have had at least three (3) years experience as a member of the Board.

(f) Each Expedited Adjudication session will take place in Ottawa, unless the parties and the PSSRB agree otherwise. The cases will be scheduled jointly by the parties and the PSSRB, and will appear on the PSSRB schedule.

(g) The Adjudicator will make an oral determination at the hearing, which will be recorded and initialed by the representatives of the parties. This will be confirmed in a written determination to be issued by the Adjudicator within five (5) days of the hearing. The parties may, at the request of the Adjudicator, vary the above conditions in a particular case.

(h) The Adjudicator's determination will be final and binding on all the parties, but will not constitute a precedent. The parties agree not to refer the determination to the Federal Court.

## **ARTICLE 38**

## **PART-TIME EMPLOYEES**

### **Definition**

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

### **General**

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

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

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

**38.05** Leave will only be provided:

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

or

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

### **Designated Holidays**

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

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

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

## **Overtime**

### **38.09**

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

(b) Notwithstanding (a), for employees whose normal scheduled hours of work are in excess of the normal daily hours of work specified for the relevant group or sub-group, overtime means work performed in excess of those normal scheduled daily hours or in excess of the average weekly hours of work specified for the relevant group or sub-group.

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

## **Call-Back**

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

## **Reporting Pay**

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

## **Bereavement Leave**

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

## **Vacation Leave**

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

(a) when the entitlement is nine decimal three seven five (9.375) hours a month, .250 multiplied by the number of hours in the employee's workweek per month;

(b) when the entitlement is twelve decimal five (12.5) hours a month, .333 multiplied by the number of hours in the employee's workweek per month;

(c) when the entitlement is thirteen decimal seven five (13.75) hours a month, .367 multiplied by the number of hours in the employee's workweek per month;

(d) when the entitlement is fourteen decimal four (14.4) hours a month, .383 multiplied by the number of hours in the employee's workweek per month;

(e) when the entitlement is fifteen decimal six two five (15.625) hours a month, .417 multiplied by the number of hours in the employee's workweek per month;

(f) when the entitlement is sixteen decimal eight seven five (16.875) hours a month, .450 multiplied by the number of hours in the employee's workweek per month;

(g) when the entitlement is eighteen decimal seven five (18.75) hours a month, .500 multiplied by the number of hours in the employee's workweek per month.

## **Sick Leave**

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

## **38.16 Vacation and Sick Leave Administration**

(a) For the purposes of administration of clause 38.14 and 38.15, where an employee does not work the same number of hours each week, the normal workweek shall be the weekly average of the hours worked at the straight-time rate calculated on a monthly basis.

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

## **Severance Pay**

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

## **ARTICLE 39**

### **VARIABLE HOURS**

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

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

#### **39.01 General Terms**

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

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

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

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

#### **39.02 Specific Application**

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

##### **Interpretation and Definitions**

"Daily rate of pay" - shall not apply.

##### **Overtime**

Overtime shall be compensated for all work performed:

- (a) in excess of an employee's scheduled hours of work on a scheduled working day in accordance with the provisions of this Agreement;
- (b) on days of rest at time and one-half (1 1/2) except that if the overtime is worked by the employee on

two (2) or more consecutive and contiguous days of rest, the employee shall be paid at double (2) time for each hour worked on the second and subsequent days of rest. Second and subsequent days of rest means the second and subsequent days in an unbroken series of consecutive and contiguous calendar days of rest.

## **Travel**

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

## **Designated Paid Holidays**

(a) A designated paid holiday shall account for seven and one half (7 1/2) hours.

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

## **Vacation Leave - ED and EU Groups**

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

## **Vacation Leave - LS Group**

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

(b) Employees scheduled to work any portion of a fiscal year under the variable hours of work provisions of this Agreement shall not have fractional vacation entitlement of more or less than one-half (1/2) day increased to the nearest half day.

## **Sick Leave**

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

## **Acting Pay**

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

## **Exchange of Shifts**

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

## **Minimum Number of Hours Between Shifts**

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

## **ARTICLE 40**

### **DENTAL CARE PLAN**

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

## **ARTICLE 41**

### **TERMINATION OR TRANSFER OF OPERATIONS**

**41.01** This Article applies to the ED and EU groups only.

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

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

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

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

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

## **ARTICLE 42**

### **MISCELLANEOUS - ED GROUP**

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

#### **(a) Professional Development Sessions**

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

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

#### **(b) Transportation**

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

**42.02** This clause applies to employees certified in the Language Teaching sub-group and the EU - Physical Education Instructors.

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

## **ARTICLE 43**



## **REIMBURSEMENT FOR TRAINING OUTSIDE NORMAL WORKING HOURS**

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

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

## **ARTICLE 44 HOURS OF WORK FOR THE LS GROUP**

**44.01** The normal work week shall be thirty-seven and one-half (37 1/2) hours and the normal daily hours of work shall be seven and one-half (7 1/2) consecutive hours, exclusive of a meal period. These hours may be varied at the Employer's discretion to allow for summer and winter hours, provided that the annual total hours equal those which would be obtained with no variation.

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

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

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

(a) the normal hours of work may be scheduled between 7:00 a.m. and 10:00 p.m. from Monday to Friday inclusive, and between 8:30 a.m. and 5:00 p.m. on Saturdays;

(b) the Employer shall set up a master shift schedule for a fifty-six (56) calendar day period, posted at least fifteen (15) calendar days in advance;

(c) the Employer shall schedule for each employee at least two (2) consecutive days of rest per week. This provision shall be considered to have been met when two (2) days of rest for an employee are separated by a designated paid holiday on which the employee is not scheduled to work.

**44.05** When an employee who is subject to clause 44.04 is required to change his or her scheduled shift without receiving at least five (5) working days' notice in advance of the starting time of such change in his or her scheduled shift, the employee shall be paid at the rate of time and one-half (1 1/2) for all hours worked outside of those which the employee is scheduled to work.

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

Employer.

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

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

**44.09** Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, an employee may complete his or her weekly hours of employment in a period of other than five (5) full days provided that over a period of fourteen (14), twenty-one (21) or to twenty-eight (28) calendar days the employee works an average of thirty-seven and one-half (37 1/2) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every averaging period of fourteen (14), twenty-one (21) or to twenty-eight (28) calendar days, such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for the employee.

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

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

## **ARTICLE 45**

### **WORK YEAR AND HOURS OF WORK FOR THE ED-EST SUB-GROUP AND EU GROUP**

#### **Indian and Northern Affairs Canada**

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#### **45.01 Employees Who Work a Ten (10)-Month Work Year**

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

(b) Employees of the Department of Indian and Northern Affairs Canada who work a ten (10)-month work year and who wish to leave the service before the beginning of the next school year will make

every effort to submit their resignation no later than the 30<sup>th</sup> of April and shall provide one (1) month's notice of resignation to the Employer if they wish to leave the service during the school year.

**Paragraph (c) applies only to ED-EST Sub-group**

(c) A teacher at the Department of Indian and Northern Affairs Canada shall have, as a minimum, an average of thirty-five (35) minutes per day uninterrupted preparation time during classroom hours. Each unit of preparation time shall be no less than twenty (20) minutes. Preparation time shall not include any teaching or supervisory responsibilities and shall not have an impact on the daily number of instructional minutes.

\*\*

**45.02** Except as provided in clause 45.04, the working day of an employee working a school year shall be the same as that designated by the province, territory or school unit in which the employee is working. The employee shall be entitled to the same designated holidays, Christmas break, Easter or mid-winter break, and summer break, as observed by school boards of the province or territory in which he or she works.

\*\*

**45.03** The commencement and termination of the school day of an employee covered by clause 45.01 shall be in accordance with the practice prevailing in non-federal schools of the province or territory in which the school is located with the additional provision that employees shall be required to be on duty fifteen (15) minutes before the time of opening of school in the morning.

\*\*

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

\*\*

**45.05** When an employee works (or attends orientation seminars at the request of the Employer) on a day other than a day provided for in clauses 45.01 or 45.04, he or she shall be provided compensation on a day-for-day basis. This payment shall be calculated in accordance with clause 2.01 ("daily rate of pay") as will any deduction from pay as a result of an employee being on leave without pay.

**45.06**

**Paragraph (a) applies only to ED-EST Sub-group**

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

\*\*

### **Paragraph (b) applies only to EU Group**

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

\*\*

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

### **Clauses 45.08 to 45.13 apply only to the ED-EST Sub-group**

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

(a) Guidance and Vocational Counsellors in the Department of Indian and Northern Affairs Canada shall be on a twelve (12)-month work year and the work day for such an employee shall be seven and one-half (7 1/2) hours or such lesser period as the Employer may schedule.

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

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

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

### **Canadian Coast Guard College**

**45.09** An employee at the Canadian Coast Guard College shall be on a twelve (12)-month work year.

The normal daily hours of work shall be scheduled between 7:00 hours and 18:00 hours, Monday to Friday and shall include not more than four (4) hours of classroom teaching per day, with the exception of one (1) day only per week where an employee may be required to provide classroom teaching or to spend other time with students up to six (6) hours, provided that the total classroom teaching time does not exceed twenty (20) hours per week.

## **Correctional Service Canada**

### **45.10**

(a) An employee in the Correctional Service Canada 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 hours and 18:00 hours and no employee shall be assigned work hours other than between these hours and on these days, except by the written consent of the employee concerned. Notwithstanding the above, an employee may accept voluntarily, hours of work between 7:00 hours and 22:00 hours following a request from the Employer.

### **(b) Rest Periods**

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

## **National Defence**

**45.11** An employee in the Department of National Defence shall be on a twelve (12)-month work year and the work day for such an employee shall be seven and one-half (7 1/2) hours or such lesser period as the Employer may schedule between 7:00 hours and 18:00 hours , Monday to Friday.

## **General**

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

### **Number of Teachers and Teacher Aides Supervised**

From 1 to 3

From 4 to 6

From 7 to 10

11 or more

### **Administrative and Supervisory Time**

One 40 to 45-minute period per day, or one-half day per week at the Principal's option

One day per week

2 1/2 days per week

Full time

**45.13** Subject to operational requirements, an Assistant Principal may be granted time away from

classroom duties in accordance with the following schedule for the purpose of performing administrative and supervisory duties.

<b>Number of Teachers and Teacher Aides Supervised</b>	<b>Administrative and Supervisory Time</b>
From 7 to 10	1/2 day per week
From 11 to 19	Half time
20 or more	Full time

\*\*

### **Clauses 45.14 to 45.19 apply only to the Employees of the EU Group Who Work a Twelve (12)-Month Work Year**

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

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

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

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

**45.18** This clause applies only to Physical Education Instructors.

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

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

**45.19** The Employer will:

(a) notify the Alliance at the appropriate level, at least fourteen (14) calendar days before introduction of any change in the schedule of working hours if such change will affect a majority of the employees in any teaching unit;

(b) give reasonable notice of the change to those employees whose hours of work are affected by the change.

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

## **ARTICLE 46**

## **WORK YEAR AND HOURS OF WORK FOR THE ED-LAT SUB-GROUP**

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

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

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

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

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

(b) work seven and one-half (7 1/2) consecutive hours per day, exclusive of a meal period;

(c) obtain an average of two (2) days of rest per week;

(d) obtain at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday, and the consecutive days of rest may be in separate calendar weeks.

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

**46.06** Employees whose hours of work are changed pursuant to the provisions of clause 46.04 will be advised of such change by written notice provided fifteen (15) days in advance, except where, subject to operational requirements as determined by the Employer, such change must be made on shorter notice.

**46.07** When hours of work are scheduled in accordance with clause 46.04 the Employer will make every reasonable effort:

(a) to take the employees' preferences into consideration;

and

(b) not to schedule the commencement of a shift within sixteen (16) hours of the completion of the

employee's previous shift.

**46.08** Except for employees whose hours of work are scheduled pursuant to clause 46.03, employees who are required to change their scheduled hours of work without receiving at least five (5) days' notice in advance of the starting time of such change, shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1 1/2). Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement.

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

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#### **46.10**

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

(b) Notwithstanding the Employer's right to decide on course content and methods of delivery, hours of teaching shall include time spent in remote and/or direct contact with student(s). Remote contact includes but is not limited to the use of the internet, telephone, or other electronic means of communication.

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

## **ARTICLE 47**

### **PEDAGOGICAL BREAK**

\*\*

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

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

**47.02** Should January 2 coincide with an employee's day of rest or with a day to which a designated paid



holiday has been moved by application of clause 21.03, the day shall be moved to the employee's first scheduled working day following the pedagogical break.

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

## **ARTICLE 48**

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

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

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

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

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

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

#### **48.04 Rest Periods**

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

## **ARTICLE 49**

## **OVERTIME**

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

**49.02** When an employee works overtime authorized by the Employer, the employee shall be compensated on the basis of time and one-half (1 1/2) for all hours worked in excess of seven and one-half (7 1/2) hours per day.

### **LS/EU - 49.03 LS and EU Groups**

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

### **ED - 49.03 ED Group**

(a) when an employee is required by the Employer to work overtime on a normal day of rest, compensation shall be granted on the basis of time and one-half (1 1/2) for all hours worked,

(b) an employee who is required to work on a second day of rest is entitled to compensation at double (2) time provided that the employee also worked on the first day of rest. Second day of rest means the second day in an unbroken series of consecutive and continuous calendar days of rest.

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

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

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

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

### **49.08**

(a) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.

(b) Effective April 1, 2002, compensatory time off with pay earned in a fiscal year and outstanding on September 30 of the next following fiscal year shall be paid at the employee's daily rate of pay on March 31 of the year during which it was earned.

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

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

**49.11 Meals**

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

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

(c) Reasonable time to be determined by the Employer shall be allowed to the employee in order to take a meal break either at or adjacent to the employee's place of work, and such time shall be paid at the overtime rate where applicable.

(d) Paragraphs 49.11(a) and (b) shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

**ARTICLE 50  
ALLOWANCES**

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

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

\*\*

Paragraph 50.01 and 50.02 applies only to ED-EST employees whose work year is twelve (12) months.

\*\*

**50.01 Principal's Allowance**

A principal of a school shall be paid an allowance for administrative and supervisory responsibilities at the following annual rates, calculated on September 1<sup>st</sup> of each year:

Effective on the date of signature of this agreement,

\$1,985 basic, plus:

\$ 540 for each teacher and teacher aide supervised from 1 to 12,  
and

\$ 295 for each teacher and teacher aide supervised from 13 or more.

Effective on the July 1, 2005,

\$2,030 basic, plus:

\$ 550 for each teacher and teacher aide supervised from 1 to 12,  
and

\$ 305 for each teacher and teacher aide supervised from 13 or more.

Effective on the July 1, 2006,

\$2,080 basic, plus:

\$ 565 for each teacher and teacher aide supervised from 1 to 12,  
and

\$ 310 for each teacher and teacher aide supervised from 13 or more.

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

### **50.02 Assistant Principal's Allowance**

An Assistant Principal of a school shall be paid an allowance for administrative and supervisory responsibilities at an annual rate equal to one-half of the Principal's allowance specified in clause 50.01 in accordance with the number of teachers and teacher aides supervised.

\*\*

### **50.03 Department Head's Allowance**

A teacher who is a Department Head (including a Head Education Counsellor) shall be paid an allowance for administrative and supervisory responsibilities of:

Effective on the date of signature of this agreement: \$2,140 per annum.

Effective on July 1, 2005: \$2,190 per annum.

Effective on July 1, 2006: \$2,245 per annum.

#### **50.04 Night School Compensation**

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

\*\*

#### **50.05 Allowance for Teachers of Specialist Subjects**

##### **(a) Definition**

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

##### **(b) Eligibility**

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

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

##### **(c) Allowance**

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

Effective on the date of signing of this agreement: \$965 per annum.

Effective on July 1, 2005: \$990 per annum.

Effective on July 1, 2006: \$1,015 per annum.

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

**(d) Grandfather protection**

Any employee who on the signing of the Memorandum of Agreement dated June 17, 2003 was receiving a specialist's allowance under clause 50.05 of the Education and Library Science collective agreement expiring on June 30, 2003, will be paid the allowance as long as he or she remains in his or her current substantive position.

**(e) Limitation**

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

**50.06 Summer School Allowance**

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

\*\*

**50.07 One-Room School Allowance**

A teacher employed in the Department of Indian and Northern Affairs Canada as the only teacher in a one-room school shall be paid an allowance of:

Effective on the date of signature of this agreement: \$1,180 per annum.

Effective on July 1, 2005: \$1,210 per annum.

Effective on July 1, 2006: \$1,240 per annum.

**50.08 Limitation**

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

**ARTICLE 51**

**TECHNOLOGICAL CHANGE**

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

**51.02** In this Article "Technological Change" means:

(a) the introduction by the Employer of equipment or material of a different nature than that previously utilized;

and

(b) a change in the Employer's operation directly related to the introduction of that equipment or material.

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

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

**51.05** The written notice provided for in clause 51.04 will provide the following information:

(a) the nature and degree of the technological change;

(b) the date or dates on which the Employer proposes to effect the technological change;

(c) the location or locations involved;

(d) the approximate number and type of employees likely to be affected by the technological change;

(e) the effect that the technological change is likely to have on the terms and conditions of employment of the employees affected.

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

**51.07** When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the

Employer will make every reasonable effort to provide the necessary training during the employee's working hours without loss of pay and at no cost to the employee.

## **ARTICLE 52**

### **AUTHORSHIP - LS GROUP**

This article applies only to employees of the Library Science group

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

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

## **ARTICLE 53**

### **RELIGIOUS OBSERVANCE**

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

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

**53.03** Notwithstanding clause 53.02, at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his or her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.

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

## **ARTICLE 54**

### **JOB SECURITY**

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

## **ARTICLE 55**



## **MEMBERSHIP FEES**

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

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

## **ARTICLE 56 SHIFT PRINCIPLE**

**56.01** It is recognized that certain full-time indeterminate employees whose hours of work are regularly scheduled on a shift basis in accordance with the clause 44.04 or 46.04 who receive Shift Premium (clause 30.01) in accordance with Article 30 (hereinafter referred to as a shift work employee) are required to attend certain proceedings, under this collective agreement as identified in paragraph 56.01 (a) and certain other proceedings identified in paragraph 56.01(b) which normally take place between the hours of 9:00 a.m. to 5:00 p.m. from Mondays to Fridays inclusive.

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

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

(i) PSSRB Proceedings Clause 14.01, 14.02, 14.04, 14.05 and 14.06

(ii) Personnel Selection Process Clause 22.18

(iii) Contract Negotiation and Preparatory Contract Negotiation Meetings Clause 14.09 and 14.10

### **(b) Certain Other Proceedings**

(i) Training Courses which the employee is required to attend by the Employer.

(ii) To write Provincial Certification Examinations which are a requirement for the continuation of the performance of the duties of the employee's position.

## **ARTICLE 57**

## **AGREEMENT REOPENER**

**57.01** This Agreement may be amended by mutual consent.

## **ARTICLE 58**

### **MATERNITY-RELATED REASSIGNMENT OR LEAVE**

\*\*

**58.01** An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24<sup>th</sup>) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child. On being informed of the cessation, the Employer, with the written consent of the employee, shall notify the appropriate work place committee or the health and safety representative.

**58.02** An employee's request under clause 58.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.

**58.03** An employee who has made a request under clause 58.01 is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:

(a) modifies her job functions or reassigns her,

or

(b) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.

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

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

**58.06** An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks notice in writing to the Employer of any change in

duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

**58.07** Notwithstanding 58.05, for an officer working in an institution where she is in direct and regular contact with offenders, if the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the officer in writing and shall grant leave of absence with pay to the officer for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than at the time the officer proceeds on Maternity Leave Without Pay or the termination date of the pregnancy, whichever comes first.

## **ARTICLE 59**

### **MEDICAL APPOINTMENT FOR PREGNANT EMPLOYEES**

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

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

## **ARTICLE 60**

### **DUTY ABOARD VESSELS**

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

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

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

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

#### **60.05**

(a) An employee shall submit to the Employer a full inventory of his or her personal effects and shall be responsible for maintaining it in a current state.

(b) An employee or the employee's estate making a claim under this Article shall submit to the Employer reasonable proof of such loss, and shall submit an affidavit listing the individual items and values claimed.

## **ARTICLE 61**

### **LEAVE FOR ED-EST AND EU EMPLOYEES WHO WORK A TEN (10)-MONTH WORK YEAR**

**61.01** The Employer shall grant ED-EST and EU employees who work a ten-month (10) work year up to fifteen (15) hours of leave with pay within each school year for personal reasons, at a time requested by the employee, provided the employee gives the Employer advance notice prior to the commencement of the leave of at least five (5) working days.

\*\*

#### **61.02**

(a) Effective on the date of signing of this collective agreement, employees with more than two (2) year of service shall receive a one-time entitlement of thirty-seven decimal five (37.5) hours of leave with pay for personal reasons.

(b) Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of leave with pay for personal reasons on the first (1<sup>st</sup>) day of the month following the second (2<sup>nd</sup>) anniversary of the employee's first year of service.

## **\*\*ARTICLE 62**

### **DANGEROUS GOODS**

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

## **ARTICLE 63**

### **DURATION**

\*\*

**63.01** The provisions of this Agreement will expire on June 30, 2007.

**63.02** Unless otherwise expressly stipulated, the provisions of this agreement shall become effective on

the date it is signed.

Signed at Ottawa this 14<sup>th</sup> day of the month of March 2005.

THE TREASURY BOARD  
OF  
CANADA

THE PUBLIC SERVICE  
ALLIANCE OF  
CANADA

 Hélène Laurendeau	 Edward (Ed) J. Cashman
 Danielle Chainé	 Carol Wall
 Raoul Cantin	 Laurie Kingston
 Lt Col Jean-Yves Caron	 Shawn Vincent
 Pierre Gamache	 Céline Préfontaine
 Al Krasauskas	 Elva Simundsson
 Renata Morawiecka	 John Stewart
 Laudalina Santos-Lanthier	

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## **\*\*APPENDIX "A" ANNUAL RATES OF PAY AND PAY NOTES**

### **ANNEX "A1"**

ELEMENTARY AND SECONDARY TEACHING  
SUB-GROUP (ED-EST)

ELEMENTARY AND SECONDARY TEACHING  
SUB-GROUP (ED-EST)  
GUIDANCE AND VOCATIONAL COUNSELLOR

[ANNEX "A1-2"](#)

ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)

[ANNEX "A2"](#)

LANGUAGE TEACHING SUB-GROUP (ED-LAT)

[ANNEX "A3"](#)

EDUCATION SERVICES SUB-GROUP (ED-EDS)

[ANNEX "A4"](#)

LIBRARY SCIENCE GROUP (LS)

[ANNEX "A5"](#)

EDUCATIONAL SUPPORT GROUP (EU)

[\\*\\*ANNEX "A6"](#)

PAY NOTES (CBSA EMPLOYEES)

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**APPENDIX "A"**

**ANNEX "A1"**

**ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)**

**ANNUAL RATES OF PAY**

**(in dollars)**

**MARITIMES**

**(10 MONTH PAY PLAN)**

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 1</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	23724	24317	24864	25461	26098

2	25109	25737	26316	26948	27622
3	26495	27157	27768	28434	29145
4	27877	28574	29217	29918	30666
5	29262	29994	30669	31405	32190
6	30651	31417	32124	32895	33717
7	32025	32826	33565	34371	35230
8	33412	34247	35018	35858	36754
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 2</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	25125	25753	26332	26964	27638
2	26543	27207	27819	28487	29199
3	27961	28660	29305	30008	30758
4	29377	30111	30788	31527	32315
5	30793	31563	32273	33048	33874
6	32216	33021	33764	34574	35438
7	33637	34478	35254	36100	37003
8	35050	35926	36734	37616	38556
9	36464	37376	38217	39134	40112
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	28980	29705	30373	31102	31880
2	30404	31164	31865	32630	33446
3	31829	32625	33359	34160	35014
4	33257	34088	34855	35692	36584
5	34682	35549	36349	37221	38152
6	36110	37013	37846	38754	39723
7	37539	38477	39343	40287	41294
8	38961	39935	40834	41814	42859
9	40400	41410	42342	43358	44442
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	33851	34697	35478	36329	37237
2	35593	36483	37304	38199	39154
3	37342	38276	39137	40076	41078
4	39089	40066	40967	41950	42999
5	40832	41853	42795	43822	44918
6	42574	43638	44620	45691	46833
7	44318	45426	46448	47563	48752
8	46066	47218	48280	49439	50675
9	47810	49005	50108	51311	52594
10	49564	50803	51946	53193	54523
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 5</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	37233	38164	39023	39960	40959
2	39243	40224	41129	42116	43169
3	41245	42276	43227	44264	45371

4	43255	44336	45334	46422	47583
5	45264	46396	47440	48579	49793
6	47270	48452	49542	50731	51999
7	49275	50507	51643	52882	54204
8	51281	52563	53746	55036	56412
9	53287	54619	55848	57188	58618
10	55300	56683	57958	59349	60833
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 6</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	39369	40353	41261	42251	43307
2	41373	42407	43361	44402	45512
3	43382	44467	45468	46559	47723
4	45390	46525	47572	48714	49932
5	47395	48580	49673	50865	52137
6	49404	50639	51778	53021	54347
7	51408	52693	53879	55172	56551
8	53416	54751	55983	57327	58760
9	55422	56808	58086	59480	60967
10	57441	58877	60202	61647	63188

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## ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)

### ANNUAL RATES OF PAY

(in dollars)

### QUEBEC

(10 MONTH PAY PLAN)

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 1</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	24970	25594	26170	26798	27468
2	26745	27414	28031	28704	29422
3	28524	29237	29895	30612	31377
4	30304	31062	31761	32523	33336
5	32086	32888	33628	34435	35296
6	33864	34711	35492	36344	37253
7	35643	36534	37356	38253	39209
8	37422	38358	39221	40162	41166
9	39212	40192	41096	42082	43134
10	40993	42018	42963	43994	45094
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 2</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	26914	27587	28208	28885	29607
2	28525	29238	29896	30614	31379
3	30148	30902	31597	32355	33164



4	31767	32561	33294	34093	34945
5	33384	34219	34989	35829	36725
6	35005	35880	36687	37567	38506
7	36624	37540	38385	39306	40289
8	38242	39198	40080	41042	42068
9	39862	40859	41778	42781	43851
10	41467	42504	43460	44503	45616
11	43086	44163	45157	46241	47397
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	29104	29832	30503	31235	32016
2	30766	31535	32245	33019	33844
3	32431	33242	33990	34806	35676
4	34102	34955	35741	36599	37514
5	35767	36661	37486	38386	39346
6	37428	38364	39227	40168	41172
7	39099	40076	40978	41961	43010
8	40765	41784	42724	43749	44843
9	42431	43492	44471	45538	46676
10	44099	45201	46218	47327	48510
11	45764	46908	47963	49114	50342
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	31656	32447	33177	33973	34822
2	33228	34059	34825	35661	36553
3	34805	35675	36478	37353	38287
4	36375	37284	38123	39038	40014
5	37949	38898	39773	40728	41746
6	39521	40509	41420	42414	43474
7	41089	42116	43064	44098	45200
8	42668	43735	44719	45792	46937
9	44235	45341	46361	47474	48661
10	45804	46949	48005	49157	50386
11	47380	48565	49658	50850	52121
12	48954	50178	51307	52538	53851
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 5</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	34590	35455	36253	37123	38051
2	36227	37133	37968	38879	39851
3	37866	38813	39686	40638	41654
4	39506	40494	41405	42399	43459
5	41141	42170	43119	44154	45258
6	42782	43852	44839	45915	47063
7	44421	45532	46556	47673	48865
8	46056	47207	48269	49427	50663
9	47695	48887	49987	51187	52467

10	49334	50567	51705	52946	54270
11	50965	52239	53414	54696	56063
12	52601	53916	55129	56452	57863
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 6</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	37474	38411	39275	40218	41223
2	39297	40279	41185	42173	43227
3	41125	42153	43101	44135	45238
4	42950	44024	45015	46095	47247
5	44774	45893	46926	48052	49253
6	46603	47768	48843	50015	51265
7	48427	49638	50755	51973	53272
8	50253	51509	52668	53932	55280
9	52081	53383	54584	55894	57291
10	53909	55257	56500	57856	59302
11	55741	57135	58421	59823	61319
12	57569	59008	60336	61784	63329

## **ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)**

### **ANNUAL RATES OF PAY**

**(in dollars)**

### **ONTARIO**

**(10 MONTH PAY PLAN)**

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 1</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	27443	28129	28762	29452	30188
2	28570	29284	29943	30662	31429
3	29694	30436	31121	31868	32665
4	30817	31587	32298	33073	33900
5	31947	32746	33483	34287	35144
6	33069	33896	34659	35491	36378
7	34193	35048	35837	36697	37614
8	35318	36201	37016	37904	38852
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 2</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	30909	31682	32395	33172	34001
2	32516	33329	34079	34897	35769
3	34117	34970	35757	36615	37530
4	35718	36611	37435	38333	39291
5	37319	38252	39113	40052	41053
6	38920	39893	40791	41770	42814
7	40522	41535	42470	43489	44576

8	42129	43182	44154	45214	46344
9	43715	44808	45816	46916	48089
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	32301	33109	33854	34666	35533
2	34070	34922	35708	36565	37479
3	35841	36737	37564	38466	39428
4	37610	38550	39417	40363	41372
5	39379	40363	41271	42262	43319
6	41148	42177	43126	44161	45265
7	42917	43990	44980	46060	47212
8	44686	45803	46834	47958	49157
9	46460	47622	48693	49862	51109
10	48224	49430	50542	51755	53049
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	36678	37595	38441	39364	40348
2	38619	39584	40475	41446	42482
3	40554	41568	42503	43523	44611
4	42492	43554	44534	45603	46743
5	44433	45544	46569	47687	48879
6	46371	47530	48599	49765	51009
7	48308	49516	50630	51845	53141
8	50247	51503	52662	53926	55274
9	52183	53488	54691	56004	57404
10	54119	55472	56720	58081	59533
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 5</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	38379	39338	40223	41188	42218
2	40328	41336	42266	43280	44362
3	42277	43334	44309	45372	46506
4	44226	45332	46352	47464	48651
5	46179	47333	48398	49560	50799
6	48124	49327	50437	51647	52938
7	50078	51330	52485	53745	55089
8	52027	53328	54528	55837	57233
9	53973	55322	56567	57925	59373
10	55932	57330	58620	60027	61528
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 6</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	41400	42435	43390	44431	45542
2	43838	44934	45945	47048	48224
3	46286	47443	48510	49674	50916
4	48729	49947	51071	52297	53604
5	51174	52453	53633	54920	56293
6	53616	54956	56193	57542	58981

7	56060	57462	58755	60165	61669
8	58613	60078	61430	62904	64477
9	60939	62462	63867	65400	67035
10	63389	64974	66436	68030	69731

## ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)

### ANNUAL RATES OF PAY

(in dollars)

### MANITOBA

(10 MONTH PAY PLAN)

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 1</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	25619	26259	26850	27494	28181
2	26628	27294	27908	28578	29292
3	27634	28325	28962	29657	30398
4	28639	29355	30015	30735	31503
5	29645	30386	31070	31816	32611
6	30655	31421	32128	32899	33721
7	31660	32452	33182	33978	34827
8	32676	33493	34247	35069	35946
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 2</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	28005	28705	29351	30055	30806
2	29059	29785	30455	31186	31966
3	30111	30864	31558	32315	33123
4	31160	31939	32658	33442	34278
5	32216	33021	33764	34574	35438
6	33265	34097	34864	35701	36594
7	34318	35176	35967	36830	37751
8	35372	36256	37072	37962	38911
9	36416	37326	38166	39082	40059
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	30939	31712	32426	33204	34034
2	32202	33007	33750	34560	35424
3	33457	34293	35065	35907	36805
4	34713	35581	36382	37255	38186
5	35969	36868	37698	38603	39568

6	37225	38156	39015	39951	40950
7	38487	39449	40337	41305	42338
8	39744	40738	41655	42655	43721
9	40991	42016	42961	43992	45092
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	38217	39172	40053	41014	42039
2	40113	41116	42041	43050	44126
3	42017	43067	44036	45093	46220
4	43920	45018	46031	47136	48314
5	45820	46966	48023	49176	50405
6	47730	48923	50024	51225	52506
7	49624	50865	52009	53257	54588
8	51527	52815	54003	55299	56681
9	53432	54768	56000	57344	58778
10	55330	56713	57989	59381	60866
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 5</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	40690	41707	42645	43668	44760
2	42595	43660	44642	45713	46856
3	44504	45617	46643	47762	48956
4	46409	47569	48639	49806	51051
5	48316	49524	50638	51853	53149
6	50219	51474	52632	53895	55242
7	52122	53425	54627	55938	57336
8	54026	55377	56623	57982	59432
9	55934	57332	58622	60029	61530
10	57849	59295	60629	62084	63636
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 6</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	42876	43948	44937	46015	47165
2	44920	46043	47079	48209	49414
3	46961	48135	49218	50399	51659
4	49003	50228	51358	52591	53906
5	51047	52323	53500	54784	56154
6	53086	54413	55637	56972	58396
7	55135	56513	57785	59172	60651
8	57176	58605	59924	61362	62896
9	59221	60702	62068	63558	65147
10	61259	62790	64203	65744	67388

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

**(in dollars)****SASKATCHEWAN****(10 MONTH PAY PLAN)**

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 1</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	23833	24429	24979	25578	26217
2	25057	25683	26261	26891	27563
3	26287	26944	27550	28211	28916
4	27512	28200	28835	29527	30265
5	28734	29452	30115	30838	31609
6	29963	30712	31403	32157	32961
7	31189	31969	32688	33473	34310
8	32423	33234	33982	34798	35668
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 2</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	26917	27590	28211	28888	29610
2	28436	29147	29803	30518	31281
3	29943	30692	31383	32136	32939
4	31459	32245	32971	33762	34606
5	32980	33805	34566	35396	36281
6	34492	35354	36149	37017	37942
7	36003	36903	37733	38639	39605
8	37519	38457	39322	40266	41273
9	39037	40013	40913	41895	42942
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	30161	30915	31611	32370	33179
2	31659	32450	33180	33976	34825
3	33146	33975	34739	35573	36462
4	34638	35504	36303	37174	38103
5	36132	37035	37868	38777	39746
6	37622	38563	39431	40377	41386
7	39113	40091	40993	41977	43026
8	40607	41622	42558	43579	44668
9	42110	43163	44134	45193	46323
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	36931	37854	38706	39635	40626
2	38777	39746	40640	41615	42655
3	40618	41633	42570	43592	44682
4	42467	43529	44508	45576	46715
5	44309	45417	46439	47554	48743
6	46151	47305	48369	49530	50768
7	48005	49205	50312	51519	52807
8	49843	51089	52239	53493	54830

9	51684	52976	54168	55468	56855
10	53544	54883	56118	57465	58902
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 5</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	40120	41123	42048	43057	44133
2	41926	42974	43941	44996	46121
3	43722	44815	45823	46923	48096
4	45531	46669	47719	48864	50086
5	47329	48512	49604	50794	52064
6	49130	50358	51491	52727	54045
7	50930	52203	53378	54659	56025
8	52730	54048	55264	56590	58005
9	54533	55896	57154	58526	59989
10	56332	57740	59039	60456	61967
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 6</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	42436	43497	44476	45543	46682
2	44241	45347	46367	47480	48667
3	46041	47192	48254	49412	50647
4	47845	49041	50144	51347	52631
5	49647	50888	52033	53282	54614
6	51447	52733	53919	55213	56593
7	53247	54578	55806	57145	58574
8	55052	56428	57698	59083	60560
9	56850	58271	59582	61012	62537
10	58644	60110	61462	62937	64510

## **ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)**

### **ANNUAL RATES OF PAY**

**(in dollars)**

### **ALBERTA**

**(10 MONTH PAY PLAN)**

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 1</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	24972	25596	26172	26800	27470
2	26340	26999	27606	28269	28976
3	27703	28396	29035	29732	30475
4	29065	29792	30462	31193	31973
5	30435	31196	31898	32664	33481
6	31800	32595	33328	34128	34981
7	33162	33991	34756	35590	36480
8	34523	35386	36182	37050	37976

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 2</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	27945	28644	29288	29991	30741
2	29693	30435	31120	31867	32664
3	31441	32227	32952	33743	34587
4	33191	34021	34786	35621	36512
5	34935	35808	36614	37493	38430
6	36680	37597	38443	39366	40350
7	38425	39386	40272	41239	42270
8	40173	41177	42103	43113	44191
9	41914	42962	43929	44983	46108
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	32681	33498	34252	35074	35951
2	34429	35290	36084	36950	37874
3	36178	37082	37916	38826	39797
4	37921	38869	39744	40698	41715
5	39668	40660	41575	42573	43637
6	41417	42452	43407	44449	45560
7	43160	44239	45234	46320	47478
8	44910	46033	47069	48199	49404
9	46651	47817	48893	50066	51318
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	37804	38749	39621	40572	41586
2	39889	40886	41806	42809	43879
3	41981	43031	43999	45055	46181
4	44074	45176	46192	47301	48484
5	46167	47321	48386	49547	50786
6	48257	49463	50576	51790	53085
7	50350	51609	52770	54036	55387
8	52437	53748	54957	56276	57683
9	54532	55895	57153	58525	59988
10	56620	58036	59342	60766	62285
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 5</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	39877	40874	41794	42797	43867
2	41993	43043	44011	45067	46194
3	44108	45211	46228	47337	48520
4	46224	47380	48446	49609	50849
5	48346	49555	50670	51886	53183
6	50462	51724	52888	54157	55511
7	52575	53889	55102	56424	57835
8	54690	56057	57318	58694	60161
9	56810	58230	59540	60969	62493
10	58923	60396	61755	63237	64818



<b>TEACHING EXPERIENCE</b>	<b>LEVEL 6</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	42243	43299	44273	45336	46469
2	44356	45465	46488	47604	48794
3	46476	47638	48710	49879	51126
4	48590	49805	50926	52148	53452
5	50708	51976	53145	54420	55781
6	52821	54142	55360	56689	58106
7	54941	56315	57582	58964	60438
8	57054	58480	59796	61231	62762
9	59172	60651	62016	63504	65092
10	61292	62824	64238	65780	67425

## **ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)**

### **ANNUAL RATES OF PAY**

**(in dollars)**

### **BRITISH COLUMBIA**

**(10 MONTH PAY PLAN)**

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 1</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	27975	28674	29319	30023	30774
2	29419	30154	30832	31572	32361
3	30868	31640	32352	33128	33956
4	32319	33127	33872	34685	35552
5	33764	34608	35387	36236	37142
6	35211	36091	36903	37789	38734
7	36657	37573	38418	39340	40324
8	38104	39057	39936	40894	41916
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 2</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	30432	31193	31895	32660	33477
2	31859	32655	33390	34191	35046
3	33281	34113	34881	35718	36611
4	34708	35576	36376	37249	38180
5	36129	37032	37865	38774	39743
6	37554	38493	39359	40304	41312
7	38979	39953	40852	41832	42878
8	40403	41413	42345	43361	44445
9	41827	42873	43838	44890	46012
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	33833	34679	35459	36310	37218
2	35762	36656	37481	38381	39341

3	37693	38635	39504	40452	41463
4	39622	40613	41527	42524	43587
5	41552	42591	43549	44594	45709
6	43481	44568	45571	46665	47832
7	45413	46548	47595	48737	49955
8	47340	48524	49616	50807	52077
9	49270	50502	51638	52877	54199
<b>TEACHING</b>	<b>LEVEL 4</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
<b>EXPERIENCE</b>					
1	36413	37323	38163	39079	40056
2	38444	39405	40292	41259	42290
3	40472	41484	42417	43435	44521
4	42502	43565	44545	45614	46754
5	44529	45642	46669	47789	48984
6	46560	47724	48798	49969	51218
7	48589	49804	50925	52147	53451
8	50620	51886	53053	54326	55684
9	52648	53964	55178	56502	57915
10	54681	56048	57309	58684	60151
11	56708	58126	59434	60860	62382
<b>TEACHING</b>	<b>LEVEL 5</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
<b>EXPERIENCE</b>					
1	39140	40119	41022	42007	43057
2	41413	42448	43403	44445	45556
3	43687	44779	45787	46886	48058
4	45957	47106	48166	49322	50555
5	48232	49438	50550	51763	53057
6	50502	51765	52930	54200	55555
7	52776	54095	55312	56639	58055
8	55053	56429	57699	59084	60561
9	57323	58756	60078	61520	63058
10	59599	61089	62464	63963	65562
11	61870	63417	64844	66400	68060
<b>TEACHING</b>	<b>LEVEL 6</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
<b>EXPERIENCE</b>					
1	42354	43413	44390	45455	46591
2	44534	45647	46674	47794	48989
3	46716	47884	48961	50136	51389
4	48901	50124	51252	52482	53794
5	51083	52360	53538	54823	56194
6	53270	54602	55831	57171	58600
7	55451	56837	58116	59511	60999
8	57635	59076	60405	61855	63401
9	59818	61313	62693	64198	65803
10	62001	63551	64981	66541	68205
11	64183	65788	67268	68882	70604

## ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)

### GUIDANCE AND VOCATIONAL COUNSELLOR

#### ANNUAL RATES OF PAY

(in dollars)

#### MARITIMES

(12 MONTH PAY PLAN)

#### INDIAN AND NORTHERN AFFAIRS CANADA

TEACHING EXPERIENCE	LEVEL 1	1/7/03	1/7/04	1/7/05	1/7/06
1	25815	26460	27055	27704	28397
2	27317	28000	28630	29317	30050
3	28823	29544	30209	30934	31707
4	30317	31075	31774	32537	33350
5	31822	32618	33352	34152	35006
6	33326	34159	34928	35766	36660
7	34823	35694	36497	37373	38307
8	36326	37234	38072	38986	39961
TEACHING EXPERIENCE	LEVEL 2	1/7/03	1/7/04	1/7/05	1/7/06
1	27343	28027	28658	29346	30080
2	28881	29603	30269	30995	31770
3	30426	31187	31889	32654	33470
4	31965	32764	33501	34305	35163
5	33508	34346	35119	35962	36861
6	35049	35925	36733	37615	38555
7	36590	37505	38349	39269	40251
8	38131	39084	39963	40922	41945
9	39690	40682	41597	42595	43660
TEACHING EXPERIENCE	LEVEL 3	1/7/03	1/7/04	1/7/05	1/7/06
1	31539	32327	33054	33847	34693
2	33087	33914	34677	35509	36397
3	34646	35512	36311	37182	38112
4	36193	37098	37933	38843	39814
5	37750	38694	39565	40515	41528
6	39303	40286	41192	42181	43236
7	40852	41873	42815	43843	44939
8	42409	43469	44447	45514	46652
9	43962	45061	46075	47181	48361
TEACHING	LEVEL 4	1/7/03	1/7/04	1/7/05	1/7/06

**EXPERIENCE**

1	36839	37760	38610	39537	40525
2	38745	39714	40608	41583	42623
3	40644	41660	42597	43619	44709
4	42546	43610	44591	45661	46803
5	44447	45558	46583	47701	48894
6	46348	47507	48576	49742	50986
7	48248	49454	50567	51781	53076
8	50153	51407	52564	53826	55172
9	52055	53356	54557	55866	57263
10	53941	55290	56534	57891	59338

**TEACHING  
EXPERIENCE**

<b>LEVEL 5</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
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1	40519	41532	42466	43485	44572
2	42708	43776	44761	45835	46981
3	44896	46018	47053	48182	49387
4	47085	48262	49348	50532	51795
5	49265	50497	51633	52872	54194
6	51453	52739	53926	55220	56601
7	53637	54978	56215	57564	59003
8	55823	57219	58506	59910	61408
9	58011	59461	60799	62258	63814
10	60185	61690	63078	64592	66207

**TEACHING  
EXPERIENCE**

<b>LEVEL 6</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
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1	42849	43920	44908	45986	47136
2	45034	46160	47199	48332	49540
3	47221	48402	49491	50679	51946
4	49408	50643	51782	53025	54351
5	51592	52882	54072	55370	56754
6	53781	55126	56366	57719	59162
7	55966	57365	58656	60064	61566
8	58148	59602	60943	62406	63966
9	60336	61844	63235	64753	66372
10	62512	64075	65517	67089	68766

**ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-  
EST)****GUIDANCE AND VOCATIONAL COUNSELLOR****ANNUAL RATES OF PAY****(in dollars)****QUEBEC****(12 MONTH PAY PLAN)**

**INDIAN AND NORTHERN AFFAIRS CANADA**

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 1</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	27617	28307	28944	29639	30380
2	29585	30325	31007	31751	32545
3	31550	32339	33067	33861	34708
4	33523	34361	35134	35977	36876
5	35492	36379	37198	38091	39043
6	37460	38397	39261	40203	41208
7	39430	40416	41325	42317	43375
8	41401	42436	43391	44432	45543
9	43366	44450	45450	46541	47705
10	45338	46471	47517	48657	49873
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 2</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	29761	30505	31191	31940	32739
2	31550	32339	33067	33861	34708
3	33341	34175	34944	35783	36678
4	35131	36009	36819	37703	38646
5	36924	37847	38699	39628	40619
6	38714	39682	40575	41549	42588
7	40500	41513	42447	43466	44553
8	42294	43351	44326	45390	46525
9	44082	45184	46201	47310	48493
10	45860	47007	48065	49219	50449
11	47647	48838	49937	51135	52413
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	32189	32994	33736	34546	35410
2	34034	34885	35670	36526	37439
3	35879	36776	37603	38505	39468
4	37720	38663	39533	40482	41494
5	39560	40549	41461	42456	43517
6	41411	42446	43401	44443	45554
7	43253	44334	45332	46420	47581
8	45096	46223	47263	48397	49607
9	46940	48114	49197	50378	51637
10	48770	49989	51114	52341	53650
11	50613	51878	53045	54318	55676
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	35014	35889	36697	37578	38517
2	36757	37676	38524	39449	40435
3	38496	39458	40346	41314	42347
4	40236	41242	42170	43182	44262
5	41972	43021	43989	45045	46171

6	43712	44805	45813	46913	48086
7	45452	46588	47636	48779	49998
8	47189	48369	49457	50644	51910
9	48926	50149	51277	52508	53821
10	50670	51937	53106	54381	55741
11	52404	53714	54923	56241	57647
12	54139	55492	56741	58103	59556
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 5</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	38255	39211	40093	41055	42081
2	40065	41067	41991	42999	44074
3	41876	42923	43889	44942	46066
4	43684	44776	45783	46882	48054
5	45498	46635	47684	48828	50049
6	47304	48487	49578	50768	52037
7	49116	50344	51477	52712	54030
8	50924	52197	53371	54652	56018
9	52736	54054	55270	56596	58011
10	54544	55908	57166	58538	60001
11	56365	57774	59074	60492	62004
12	58173	59627	60969	62432	63993
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 6</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	41439	42475	43431	44473	45585
2	43463	44550	45552	46645	47811
3	45483	46620	47669	48813	50033
4	47505	48693	49789	50984	52259
5	49526	50764	51906	53152	54481
6	51546	52835	54024	55321	56704
7	53560	54899	56134	57481	58918
8	55585	56975	58257	59655	61146
9	57606	59046	60375	61824	63370
10	59623	61114	62489	63989	65589
11	61650	63191	64613	66164	67818
12	63669	65261	66729	68330	70038

## **ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)**

### **GUIDANCE AND VOCATIONAL COUNSELLOR**

#### **ANNUAL RATES OF PAY**

**(in dollars)**

#### **ONTARIO**

**(12 MONTH PAY PLAN)**

**INDIAN AND NORTHERN AFFAIRS CANADA**

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 1</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	29869	30616	31305	32056	32857
2	31094	31871	32588	33370	34204
3	32318	33126	33871	34684	35551
4	33537	34375	35148	35992	36892
5	34768	35637	36439	37314	38247
6	35990	36890	37720	38625	39591
7	37216	38146	39004	39940	40939
8	38434	39395	40281	41248	42279
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 2</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	33644	34485	35261	36107	37010
2	35385	36270	37086	37976	38925
3	37129	38057	38913	39847	40843
4	38869	39841	40737	41715	42758
5	40612	41627	42564	43586	44676
6	42356	43415	44392	45457	46593
7	44098	45200	46217	47326	48509
8	45835	46981	48038	49191	50421
9	47572	48761	49858	51055	52331
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	35153	36032	36843	37727	38670
2	37075	38002	38857	39790	40785
3	39001	39976	40875	41856	42902
4	40923	41946	42890	43919	45017
5	42848	43919	44907	45985	47135
6	44772	45891	46924	48050	49251
7	46697	47864	48941	50116	51369
8	48622	49838	50959	52182	53487
9	50545	51809	52975	54246	55602
10	52481	53793	55003	56323	57731
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	39924	40922	41843	42847	43918
2	42032	43083	44052	45109	46237
3	44139	45242	46260	47370	48554
4	46251	47407	48474	49637	50878
5	48357	49566	50681	51897	53194
6	50465	51727	52891	54160	55514
7	52575	53889	55102	56424	57835
8	54682	56049	57310	58685	60152
9	56790	58210	59520	60948	62472
10	58891	60363	61721	63202	64782

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 5</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	41770	42814	43777	44828	45949
2	43889	44986	45998	47102	48280
3	46020	47171	48232	49390	50625
4	48139	49342	50452	51663	52955
5	50265	51522	52681	53945	55294
6	52389	53699	54907	56225	57631
7	54512	55875	57132	58503	59966
8	56633	58049	59355	60780	62300
9	58758	60227	61582	63060	64637
10	60869	62391	63795	65326	66959
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 6</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	45054	46180	47219	48352	49561
2	47718	48911	50011	51211	52491
3	50377	51636	52798	54065	55417
4	53038	54364	55587	56921	58344
5	55701	57094	58379	59780	61275
6	58358	59817	61163	62631	64197
7	61016	62541	63948	65483	67120
8	63641	65232	66700	68301	70009
9	66011	67661	69183	70843	72614
10	68379	70088	71665	73385	75220

## **ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)**

### **GUIDANCE AND VOCATIONAL COUNSELLOR**

#### **ANNUAL RATES OF PAY**

**(in dollars)**

#### **MANITOBA**

**(12 MONTH PAY PLAN)**

#### **INDIAN AND NORTHERN AFFAIRS CANADA**

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 1</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	29042	29768	30438	31169	31948
2	30182	30937	31633	32392	33202
3	31324	32107	32829	33617	34457
4	32463	33275	34024	34841	35712
5	33610	34450	35225	36070	36972
6	34750	35619	36420	37294	38226
7	35890	36787	37615	38518	39481
8	37040	37966	38820	39752	40746



<b>TEACHING EXPERIENCE</b>	<b>LEVEL 2</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	31747	32541	33273	34072	34924
2	32931	33754	34513	35341	36225
3	34125	34978	35765	36623	37539
4	35314	36197	37011	37899	38846
5	36506	37419	38261	39179	40158
6	37694	38636	39505	40453	41464
7	38886	39858	40755	41733	42776
8	40079	41081	42005	43013	44088
9	41277	42309	43261	44299	45406
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	35081	35958	36767	37649	38590
2	36501	37414	38256	39174	40153
3	37929	38877	39752	40706	41724
4	39347	40331	41238	42228	43284
5	40776	41795	42735	43761	44855
6	42202	43257	44230	45292	46424
7	43627	44718	45724	46821	47992
8	45046	46172	47211	48344	49553
9	46474	47636	48708	49877	51124
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	43315	44398	45397	46487	47649
2	45472	46609	47658	48802	50022
3	47632	48823	49922	51120	52398
4	49786	51031	52179	53431	54767
5	51946	53245	54443	55750	57144
6	54098	55450	56698	58059	59510
7	56252	57658	58955	60370	61879
8	58410	59870	61217	62686	64253
9	60566	62080	63477	65000	66625
10	62723	64291	65738	67316	68999
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 5</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	46133	47286	48350	49510	50748
2	48291	49498	50612	51827	53123
3	50456	51717	52881	54150	55504
4	52614	53929	55142	56465	57877
5	54778	56147	57410	58788	60258
6	56936	58359	59672	61104	62632
7	59103	60581	61944	63431	65017
8	61263	62795	64208	65749	67393
9	63412	64997	66459	68054	69755
10	65340	66974	68481	70125	71878

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 6</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	48610	49825	50946	52169	53473
2	50923	52196	53370	54651	56017
3	53239	54570	55798	57137	58565
4	55556	56945	58226	59623	61114
5	57866	59313	60648	62104	63657
6	60185	61690	63078	64592	66207
7	62497	64059	65500	67072	68749
8	64652	66268	67759	69385	71120
9	66711	68379	69918	71596	73386
10	68774	70493	72079	73809	75654

## **ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED- EST)**

### **GUIDANCE AND VOCATIONAL COUNSELLOR**

#### **ANNUAL RATES OF PAY**

**(in dollars)**

#### **SASKATCHEWAN**

**(12 MONTH PAY PLAN)**

#### **INDIAN AND NORTHERN AFFAIRS CANADA**

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 1</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	26578	27242	27855	28524	29237
2	27943	28642	29286	29989	30739
3	29312	30045	30721	31458	32244
4	30673	31440	32147	32919	33742
5	32042	32843	33582	34388	35248
6	33407	34242	35012	35852	36748
7	34774	35643	36445	37320	38253
8	36147	37051	37885	38794	39764
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 2</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	30013	30763	31455	32210	33015
2	31702	32495	33226	34023	34874
3	33395	34230	35000	35840	36736
4	35082	35959	36768	37650	38591
5	36775	37694	38542	39467	40454
6	38466	39428	40315	41283	42315
7	40155	41159	42085	43095	44172
8	41845	42891	43856	44909	46032

9	43525	44613	45617	46712	47880
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	33633	34474	35250	36096	36998
2	35293	36175	36989	37877	38824
3	36957	37881	38733	39663	40655
4	38623	39589	40480	41452	42488
5	40288	41295	42224	43237	44318
6	41953	43002	43970	45025	46151
7	43612	44702	45708	46805	47975
8	45274	46406	47450	48589	49804
9	46954	48128	49211	50392	51652
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	41185	42215	43165	44201	45306
2	43240	44321	45318	46406	47566
3	45303	46436	47481	48621	49837
4	47361	48545	49637	50828	52099
5	49416	50651	51791	53034	54360
6	51479	52766	53953	55248	56629
7	53535	54873	56108	57455	58891
8	55598	56988	58270	59668	61160
9	57656	59097	60427	61877	63424
10	59696	61188	62565	64067	65669
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 5</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	44740	45859	46891	48016	49216
2	46748	47917	48995	50171	51425
3	48757	49976	51100	52326	53634
4	50762	52031	53202	54479	55841
5	52772	54091	55308	56635	58051
6	54784	56154	57417	58795	60265
7	56792	58212	59522	60951	62475
8	58798	60268	61624	63103	64681
9	60806	62326	63728	65257	66888
10	62811	64381	65830	67410	69095
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 6</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	47321	48504	49595	50785	52055
2	49326	50559	51697	52938	54261
3	51339	52622	53806	55097	56474
4	53347	54681	55911	57253	58684
5	55352	56736	58013	59405	60890
6	57360	58794	60117	61560	63099
7	59372	60856	62225	63718	65311
8	61382	62917	64333	65877	67524

9	63387	64972	66434	68028	69729
10	65320	66953	68459	70102	71855

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## ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)

### GUIDANCE AND VOCATIONAL COUNSELLOR

#### ANNUAL RATES OF PAY

(in dollars)

#### ALBERTA

(12 MONTH PAY PLAN)

#### INDIAN AND NORTHERN AFFAIRS CANADA

TEACHING EXPERIENCE	LEVEL 1	1/7/03	1/7/04	1/7/05	1/7/06
1	26961	27635	28257	28935	29658
2	28437	29148	29804	30519	31282
3	29906	30654	31344	32096	32898
4	31384	32169	32893	33682	34524
5	32854	33675	34433	35259	36140
6	34327	35185	35977	36840	37761
7	35802	36697	37523	38424	39385
8	37275	38207	39067	40005	41005
TEACHING EXPERIENCE	LEVEL 2	1/7/03	1/7/04	1/7/05	1/7/06
1	30174	30928	31624	32383	33193
2	32059	32860	33599	34405	35265
3	33943	34792	35575	36429	37340
4	35829	36725	37551	38452	39413
5	37710	38653	39523	40472	41484
6	39598	40588	41501	42497	43559
7	41481	42518	43475	44518	45631
8	43366	44450	45450	46541	47705
9	45251	46382	47426	48564	49778
TEACHING EXPERIENCE	LEVEL 3	1/7/03	1/7/04	1/7/05	1/7/06
1	35284	36166	36980	37868	38815
2	37164	38093	38950	39885	40882
3	39048	40024	40925	41907	42955
4	40934	41957	42901	43931	45029
5	42816	43886	44873	45950	47099
6	44705	45823	46854	47978	49177
7	46589	47754	48828	50000	51250
8	48468	49680	50798	52017	53317
9	50363	51622	52783	54050	55401

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	40811	41831	42772	43799	44894
2	43066	44143	45136	46219	47374
3	45320	46453	47498	48638	49854
4	47582	48772	49869	51066	52343
5	49840	51086	52235	53489	54826
6	52093	53395	54596	55906	57304
7	54350	55709	56962	58329	59787
8	56607	58022	59327	60751	62270
9	58867	60339	61697	63178	64757
10	61129	62657	64067	65605	67245
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 5</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	43050	44126	45119	46202	47357
2	45343	46477	47523	48664	49881
3	47625	48816	49914	51112	52390
4	49909	51157	52308	53563	54902
5	52198	53503	54707	56020	57421
6	54484	55846	57103	58473	59935
7	56771	58190	59499	60927	62450
8	59055	60531	61893	63378	64962
9	61337	62870	64285	65828	67474
10	63619	65209	66676	68276	69983
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 6</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	45605	46745	47797	48944	50168
2	47892	49089	50194	51399	52684
3	50178	51432	52589	53851	55197
4	52464	53776	54986	56306	57714
5	54750	56119	57382	58759	60228
6	57036	58462	59777	61212	62742
7	59324	60807	62175	63667	65259
8	61604	63144	64565	66115	67768
9	63890	65487	66960	68567	70281
10	65964	67613	69134	70793	72563

## **ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)**

### **GUIDANCE AND VOCATIONAL COUNSELLOR**

#### **ANNUAL RATES OF PAY**

**(in dollars)**

#### **BRITISH COLUMBIA**

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

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 1</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	30691	31458	32166	32938	33761
2	32278	33085	33829	34641	35507
3	33866	34713	35494	36346	37255
4	35451	36337	37155	38047	38998
5	37039	37965	38819	39751	40745
6	38627	39593	40484	41456	42492
7	40216	41221	42148	43160	44239
8	41802	42847	43811	44862	45984
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 2</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	33386	34221	34991	35831	36727
2	34947	35821	36627	37506	38444
3	36511	37424	38266	39184	40164
4	38073	39025	39903	40861	41883
5	39637	40628	41542	42539	43602
6	41198	42228	43178	44214	45319
7	42760	43829	44815	45891	47038
8	44323	45431	46453	47568	48757
9	45885	47032	48090	49244	50475
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	37113	38041	38897	39831	40827
2	39231	40212	41117	42104	43157
3	41349	42383	43337	44377	45486
4	43466	44553	45555	46648	47814
5	45583	46723	47774	48921	50144
6	47704	48897	49997	51197	52477
7	49816	51061	52210	53463	54800
8	51933	53231	54429	55735	57128
9	54051	55402	56649	58009	59459
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	39906	40904	41824	42828	43899
2	42094	43146	44117	45176	46305
3	44279	45386	46407	47521	48709
4	46464	47626	48698	49867	51114
5	48652	49868	50990	52214	53519
6	50833	52104	53276	54555	55919
7	53015	54340	55563	56897	58319
8	55204	56584	57857	59246	60727
9	57386	58821	60144	61587	63127
10	59571	61060	62434	63932	65530

11	61757	63301	64725	66278	67935
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 5</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	42842	43913	44901	45979	47128
2	45237	46368	47411	48549	49763
3	47635	48826	49925	51123	52401
4	50029	51280	52434	53692	55034
5	52425	53736	54945	56264	57671
6	54822	56193	57457	58836	60307
7	57219	58649	59969	61408	62943
8	59613	61103	62478	63977	65576
9	62009	63559	64989	66549	68213
10	64403	66013	67498	69118	70846
11	66800	68470	70011	71691	73483
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 6</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	46342	47501	48570	49736	50979
2	48619	49834	50955	52178	53482
3	50891	52163	53337	54617	55982
4	53159	54488	55714	57051	58477
5	55427	56813	58091	59485	60972
6	57702	59145	60476	61927	63475
7	59972	61471	62854	64362	65971
8	62242	63798	65233	66799	68469
9	64511	66124	67612	69235	70966
10	66787	68457	69997	71677	73469
11	69058	70784	72377	74114	75967

**ANNEX "A1-2"****ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)****ANNUAL RATES OF PAY****(in dollars)****ONTARIO****(10 MONTH PAY PLAN)****TEACHERS - INDIAN AND NORTHERN AFFAIRS CANADA**

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 1</b>	<b>X 1/7/03</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
0		27443	28129	28762	29452	30188
1	27443	29638	30379	31063	31809	32604

2	28570	30856	31627	32339	33115	33943
3	29694	32070	32872	33612	34419	35279
4	30817	33282	34114	34882	35719	36612
5	31947	34503	35366	36162	37030	37956
6	33069	35715	36608	37432	38330	39288
7	34193	36928	37851	38703	39632	40623
8	35318	38143	39097	39977	40936	41959
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 2</b>	<b>X 1/7/03</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
0		30909	31682	32395	33172	34001
1	30909	33382	34217	34987	35827	36723
2	32516	35117	35995	36805	37688	38630
3	34117	36846	37767	38617	39544	40533
4	35718	38575	39539	40429	41399	42434
5	37319	40305	41313	42243	43257	44338
6	38920	42034	43085	44054	45111	46239
7	40522	43764	44858	45867	46968	48142
8	42129	45499	46636	47685	48829	50050
9	43715	47212	48392	49481	50669	51936
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>X 1/7/03</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
0		32301	33109	33854	34666	35533
1	32301	34885	35757	36562	37439	38375
2	34070	36796	37716	38565	39491	40478
3	35841	38708	39676	40569	41543	42582
4	37610	40619	41634	42571	43593	44683
5	39379	42529	43592	44573	45643	46784
6	41148	44440	45551	46576	47694	48886
7	42917	46350	47509	48578	49744	50988
8	44686	48261	49468	50581	51795	53090
9	46460	50177	51431	52588	53850	55196
10	48224	52082	53384	54585	55895	57292
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>X 1/7/03</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
0		36678	37595	38441	39364	40348
1	36678	39612	40602	41516	42512	43575
2	38619	41709	42752	43714	44763	45882
3	40554	43798	44893	45903	47005	48180
4	42492	45891	47038	48096	49250	50481
5	44433	47988	49188	50295	51502	52790
6	46371	50081	51333	52488	53748	55092
7	48308	52173	53477	54680	55992	57392
8	50247	54267	55624	56876	58241	59697
9	52183	56358	57767	59067	60485	61997
10	54119	58449	59910	61258	62728	64296
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 5</b>	<b>X 1/7/03</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
0		38379	39338	40223	41188	42218
1	38379	41449	42485	43441	44484	45596
2	40328	43554	44643	45647	46743	47912
3	42277	45659	46800	47853	49001	50226



4	44226	47764	48958	50060	51261	52543
5	46179	49873	51120	52270	53524	54862
6	48124	51974	53273	54472	55779	57173
7	50078	54084	55436	56683	58043	59494
8	52027	56189	57594	58890	60303	61811
9	53973	58291	59748	61092	62558	64122
10	55932	60407	61917	63310	64829	66450
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 6</b>	<b>X 1/7/03</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
0		41400	42435	43390	44431	45542
1	41400	44712	45830	46861	47986	49186
2	43838	47345	48529	49621	50812	52082
3	46286	49989	51239	52392	53649	54990
4	48729	52627	53943	55157	56481	57893
5	51174	55268	56650	57925	59315	60798
6	53616	57905	59353	60688	62145	63699
7	56060	60545	62059	63455	64978	66602
8	58613	63302	64885	66345	67937	69635
9	60939	65814	67459	68977	70632	72398
10	63389	68460	70172	71751	73473	75310

## ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)

### ANNUAL RATES OF PAY

(in dollars)

#### ALBERTA

(10 MONTH PAY PLAN)

#### TEACHERS - INDIAN AND NORTHERN AFFAIRS CANADA

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 1</b>	<b>X 1/7/03</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
0		24972	25596	26172	26800	27470
1	24972	27469	28156	28790	29481	30218
2	26340	28974	29698	30366	31095	31872
3	27703	30473	31235	31938	32705	33523
4	29065	31972	32771	33508	34312	35170
5	30435	33479	34316	35088	35930	36828
6	31800	34980	35855	36662	37542	38481
7	33162	36478	37390	38231	39149	40128
8	34523	37975	38924	39800	40755	41774
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 2</b>	<b>X 1/7/03</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
0		27945	28644	29288	29991	30741
1	27945	30740	31509	32218	32991	33816
2	29693	32662	33479	34232	35054	35930
3	31441	34585	35450	36248	37118	38046
4	33191	36510	37423	38265	39183	40163
5	34935	38429	39390	40276	41243	42274
6	36680	40348	41357	42288	43303	44386

7	38425	42268	43325	44300	45363	46497
8	40173	44190	45295	46314	47426	48612
9	41914	46105	47258	48321	49481	50718
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>X</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
0		32681	33498	34252	35074	35951
1	32681	35949	36848	37677	38581	39546
2	34429	37872	38819	39692	40645	41661
3	36178	39796	40791	41709	42710	43778
4	37921	41713	42756	43718	44767	45886
5	39668	43635	44726	45732	46830	48001
6	41417	45559	46698	47749	48895	50117
7	43160	47476	48663	49758	50952	52226
8	44910	49401	50636	51775	53018	54343
9	46651	51316	52599	53782	55073	56450
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>X</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
0		37804	38749	39621	40572	41586
1	37804	41584	42624	43583	44629	45745
2	39889	43878	44975	45987	47091	48268
3	41981	46179	47333	48398	49560	50799
4	44074	48481	49693	50811	52030	53331
5	46167	50784	52054	53225	54502	55865
6	48257	53083	54410	55634	56969	58393
7	50350	55385	56770	58047	59440	60926
8	52437	57681	59123	60453	61904	63452
9	54532	59985	61485	62868	64377	65986
10	56620	62282	63839	65275	66842	68513
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 5</b>	<b>X</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
0		39877	40874	41794	42797	43867
1	39877	43865	44962	45974	47077	48254
2	41993	46192	47347	48412	49574	50813
3	44108	48519	49732	50851	52071	53373
4	46224	50846	52117	53290	54569	55933
5	48346	53181	54511	55737	57075	58502
6	50462	55508	56896	58176	59572	61061
7	52575	57833	59279	60613	62068	63620
8	54690	60159	61663	63050	64563	66177
9	56810	62491	64053	65494	67066	68743
10	58923	64815	66435	67930	69560	71299
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 6</b>	<b>X</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
0		42243	43299	44273	45336	46469
1	42243	46467	47629	48701	49870	51117
2	44356	48792	50012	51137	52364	53673
3	46476	51124	52402	53581	54867	56239
4	48590	53449	54785	56018	57362	58796
5	50708	55779	57173	58459	59862	61359
6	52821	58103	59556	60896	62358	63917
7	54941	60435	61946	63340	64860	66482

8	57054	62759	64328	65775	67354	69038
9	59172	65089	66716	68217	69854	71600
10	61292	67421	69107	70662	72358	74167

**ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)**

**ANNUAL RATES OF PAY**

**(in dollars)**

**ONTARIO**

**X) Effective July 1, 2003 - Restructure**

**A) Effective July 1, 2003**

**B) Effective July 1, 2004**

**C) Effective July 1, 2005**

**D) Effective July 1, 2006**

**PRINCIPALS - INDIAN AND NORTHERN AFFAIRS CANADA**

**LEVEL 1**

To:	X	68000	70720	73549	76491
	A	69700	72488	75388	78403
	B	71268	74119	77084	80167
	C	72978	75898	78934	82091
	D	74802	77795	80907	84143

**LEVEL 2**

To:	X	77000	80080	83283	86615
	A	78925	82082	85365	88780
	B	80701	83929	87286	90778
	C	82638	85943	89381	92957
	D	84704	88092	91616	95281

**ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)**

**ANNUAL RATES OF PAY**

**(in dollars)**

**ALBERTA**

**X) Effective July 1, 2003 - Restructure**

**A) Effective July 1, 2003**

**B) Effective July 1, 2004**

**C) Effective July 1, 2005**

**D) Effective July 1, 2006**

**PRINCIPALS - INDIAN AND NORTHERN AFFAIRS CANADA**

**LEVEL 1**

To:	X	65000	67600	70304	73116
	A	66625	69290	72062	74944
	B	68124	70849	73683	76630
	C	69759	72549	75451	78469
	D	71503	74363	77337	80431

**LEVEL 2**

To:	X	70500	73320	76253	79303
	A	72263	75153	78159	81285
	B	73889	76844	79918	83114
	C	75662	78688	81836	85109
	D	77554	80655	83882	87237

**ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)****ANNUAL RATES OF PAY****(in dollars)****ONTARIO****X) Effective July 1, 2003 - Restructure****A) Effective July 1, 2003****B) Effective July 1, 2004****C) Effective July 1, 2005****D) Effective July 1, 2006****VICE-PRINCIPALS - INDIAN AND NORTHERN AFFAIRS CANADA****LEVEL 1**

To:	X	62500	65000	67600	70304
	A	64063	66625	69290	72062
	B	65504	68124	70849	73683
	C	67076	69759	72549	75451
	D	68753	71503	74363	77337

**LEVEL 2**

To:	X	71500	74360	77334	80428
	A	73288	76219	79268	82438
	B	74937	77934	81052	84293
	C	76735	79804	82997	86316
	D	78653	81799	85072	88474

**ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)****ANNUAL RATES OF PAY****(in dollars)****ALBERTA**

**X) Effective July 1, 2003 - Restructure****A) Effective July 1, 2003****B) Effective July 1, 2004****C) Effective July 1, 2005****D) Effective July 1, 2006****VICE-PRINCIPALS - INDIAN AND NORTHERN AFFAIRS CANADA****LEVEL 1**

To:	X	61000	63440	65978	68617
	A	62525	65026	67627	70332
	B	63932	66489	69149	71914
	C	65466	68085	70809	73640
	D	67103	69787	72579	75481

**LEVEL 2**

To:	X	67500	70200	73008	75928
	A	69188	71955	74833	77827
	B	70745	73574	76517	79578
	C	72443	75340	78353	81488
	D	74254	77224	80312	83525

**ED-EST SUB-GROUP PAY NOTES**

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

\*\*

2. An employee is entitled to be paid at the rate of pay on the pay grid for the appropriate region set forth in Schedules "A1", "A1-1" or "A1-2" as determined by his or her education, professional certification and experience. In addition, employees at these levels are entitled to the appropriate allowance provided in Article 50.

\*\*

3. The rates of pay in Appendix "A1", "A1-1" and "A1-2" shall be implemented as indicated therein.

4. A teacher in the Department of Indian and Northern Affairs Canada who commences a new school year in the month of July or the month of August is entitled to be paid from the commencement of his school year at the rate of pay that becomes effective on the following September 1<sup>st</sup>, including the applicable increment provided he has given satisfactory service.

5. The Employer will continue the present practice of paying teachers of INAC on a bi-monthly basis, with one (1) pay cheque in July and August.

6. Notwithstanding Pay Note 2, an employee on a twelve (12) month work year in Correctional Service Canada, National Defence Canada or Transport Canada is entitled to be paid for services rendered at

rates of pay which are higher by twenty per cent (20%) than the rates of pay on the pay grid set forth in Schedule "A1", and if applicable, the allowances set forth in Article 50.

\*\*

#### 7. Rates of Pay on Promotion, Transfer or Demotion of an Employee

(a) Notwithstanding Section 2(e)(iii) of the *Public Service Terms and Conditions of Employment Regulations*, Sections 24, 25 and 26 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 6 and/or the allowance provided for in Article 50.

(c) Notwithstanding (a) above, no employee will receive a rate of pay lower than the rate of pay he was receiving when, by mutual agreement, he is transferred from one region to another during the school year. The higher rate of pay will be paid for the remainder of that school year only. Should the rate of pay in the new region be higher, the higher rate will apply.

### **Restructuring**

\*\*

8. An employee paid according to Appendix A1-2 Teachers - Indian and Northern Affairs and for whom a restructuring is effective July 1, 2003 will move to the rate of pay shown immediately beside the employee's former rate of pay at the X range shown in Appendix A1-2 or at the closest rate, but not lower than the employees' former rate of pay.

\*\*

9. An employee paid according to the Appendix A1-2 Principals or Vice-Principals - Indian and Northern Affairs and for whom a restructuring is effective July 1, 2003 will move in to the rate of pay in the X range of the new Principals or Vice-Principals grid shown in Appendix A1-2 that is at the closest rate of pay or, but not lower than the employees' former rate of pay. The employee's former rate of pay is the employees' rate of pay according to pay note 8 and the allowances entitled to under article 50.01 and 50.02 on July 1, 2003.

\*\*

10. Only the difference between the old rates of pay and the amounts of allowances according to paragraphs 50.01 and 50.02 which has been paid to an employee during the retroactive period and the

amount payable on the new principals or vice-principals rates of pay will be paid to an employee.

### **Explanatory Note**

11. The following qualifications are required for placement of an employee at the various levels of the teachers education-experience grid:

(a) Level One - For placement at this level, an employee must have:

(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).

(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

Eighteen (18) years of scholarship (Quebec).

\*\*

12. The following professional certification and academic qualifications are required for placement of an employee at the various levels of the principals and vice-principals education-experience grid:

### **Vice-Principal and Principal Professional Certification**

Employees appointed to school leadership positions must hold current teacher certification issued by the Ministry of Education, Department of Education or the College of Teachers of the province in which the school is located and should have, or be in the process of acquiring a Master of Education degree and a provincial principal qualification in provinces where such is a requirement for vice-principals and



principals employed by public school boards in elementary and secondary schools.

### **Vice-Principal and Principal Academic Qualifications**

(a) Level One - For placement at this level, an employee must have:

(i) at a minimum, a Bachelor's degree in Education and current teacher certification issued by the Ministry of Education or College of Teachers of the province in which the school is located.

(b) Level Two - For placement at this level, an employee must have:

(i) Master's degree in Education and current teacher certification issued by the Ministry of Education or College of Teachers of the province in which the school is located that includes a principal qualification on the teaching certificate where such is required by provincial regulation.

(ii) An employee in a position of Principal or Vice-Principal on the date of signing, who is in the process of completing the final two (2) courses or a thesis toward a Master of Education degree or in the process of completing a provincial principal qualification shall be placed at the applicable Step in Level 2. This provision will terminate as of June 30, 2006.

13. "**Junior matriculation**" for the purposes of Appendix "A1 (I)" to A-1 (VII)" is defined as high school completion (Grade XI or Grade XII according to provincial standards).

14. "**Senior matriculation**" is defined as one year beyond high school completion, such additional year being Grade XII or Grade XIII according to provincial standards.

15. "**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.

16. "**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.

17. For the purpose of placement of an employee at a level on the teachers 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.

18. Notwithstanding Pay Note 11, the placement of a Technical and Vocational Teacher employed at Correctional Service Canada (CSC) on the teachers education-experience grid will be according to a "Reference Grid" which provides level equivalencies between the ED-EST levels at CSC and those in

provincial jurisdictions.

19. 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.

#### **20. Credit for Previous Experience**

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

(a) Any full academic year.

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

#### **Previous Experience as a Teacher Aide**

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

#### **Previous Experience - Vocational Teacher**

(a) For Vocational Teachers employed at Correctional Service Canada, work experience prior to appointment to a position in the bargaining unit is recognized by the granting of one increment for each acceptable full year of work experience in the employee's trade at the journeyman level or after obtaining a Certificate of Qualification.

(b) Notwithstanding sub-clause a), any period of work experience which has already been used to qualify for teacher certification shall not be counted towards the granting of increments.

#### **21. Changes in Rates of Pay After Appointment**

(a) After appointment, an employee on a school year will be granted annual increments on September 1 of each year provided the employee has been on duty at least six (6) months since the last increment or since appointment and has given satisfactory service.

(b) Subject to satisfactory performance of duties, an employee on a twelve (12)-month work year will be granted annual increments on the first Monday following the anniversary date of an employee's most recent appointment.

(c) It is up to the employee to submit to the Employer the documents proving that he or she has higher educational qualifications than those of the education level in which he or she is being paid,

within six (6) months following the date of issuance of the official transcript of such additional qualifications. The employee shall be granted retroactive pay, if he or she meets the requirements, either from the date of issuance of the official transcript of additional qualifications if it is submitted within six (6) months or from the date the official transcript was submitted to the Employer, in all other cases.

\*\*

22. In applying the new rates of pay, an employee retains his step in the pay grid except as provided in Notes 9 and 20 above.

23. 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 five hundred dollars (\$500.00).

24. Notwithstanding Pay Note 2, a part-time employee who works during the school year, as defined in clause 45.01, is granted an annual increment when he or she has received pay equivalent to six (6) months of work as a full-time employee. In order to benefit from subsequent increments, an employee must have received pay equivalent to the number of days of work of a full-time employee as prescribed in clause 45.01.

## **ANNEX "A2"**

### **LANGUAGE TEACHING SUB-GROUP (ED-LAT)**

#### **ANNUAL RATES OF PAY**

**(in dollars)**

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

**LANGUAGE TEACHING 1 - EMPLOYEES WILL RECEIVE THE RATE ON THE GRID DETERMINED BY THEIR EDUCATION AND EXPERIENCE**

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 1</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	34092	34944	35730	36588	37503
2	35601	36491	37312	38207	39162
3	37117	38045	38901	39835	40831
4	38638	39604	40495	41467	42504
5	40150	41154	42080	43090	44167
6	41667	42709	43670	44718	45836
7	43185	44265	45261	46347	47506
8	44706	45824	46855	47980	49180

9	46216	47371	48437	49599	50839
10	47735	48928	50029	51230	52511
11	49250	50481	51617	52856	54177
12	50773	52042	53213	54490	55852
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 2</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	38542	39506	40395	41364	42398
2	40177	41181	42108	43119	44197
3	41807	42852	43816	44868	45990
4	43444	44530	45532	46625	47791
5	45078	46205	47245	48379	49588
6	46710	47878	48955	50130	51383
7	48347	49556	50671	51887	53184
8	49975	51224	52377	53634	54975
9	51610	52900	54090	55388	56773
10	53245	54576	55804	57143	58572
11	54877	56249	57515	58895	60367
12	56513	57926	59229	60650	62166
13	58144	59598	60939	62402	63962
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	40715	41733	42672	43696	44788
2	42347	43406	44383	45448	46584
3	43979	45078	46092	47198	48378
4	45616	46756	47808	48955	50179
5	47245	48426	49516	50704	51972
6	48881	50103	51230	52460	53772
7	50515	51778	52943	54214	55569
8	52147	53451	54654	55966	57365
9	53782	55127	56367	57720	59163
10	55416	56801	58079	59473	60960
11	57050	58476	59792	61227	62758
12	58681	60148	61501	62977	64551
13	60316	61824	63215	64732	66350
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	43405	44490	45491	46583	47748
2	45126	46254	47295	48430	49641
3	46853	48024	49105	50284	51541
4	48572	49786	50906	52128	53431
5	50294	51551	52711	53976	55325
6	52015	53315	54515	55823	57219
7	53739	55082	56321	57673	59115
8	55462	56849	58128	59523	61011
9	57181	58611	59930	61368	62902
10	58906	60379	61738	63220	64801
11	60629	62145	63543	65068	66695
12	62351	63910	65348	66916	68589
13	64071	65673	67151	68763	70482

LANGUAGE TEACHING 2 -

**EMPLOYEES WILL RECEIVE THE RATE ON THE GRID DETERMINED BY THEIR EDUCATION AND**

<b>EXPERIENCE</b>					
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 1</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	38172	39126	40006	40966	41990
2	39681	40673	41588	42586	43651
3	41197	42227	43177	44213	45318
4	42718	43786	44771	45846	46992
5	44230	45336	46356	47469	48656
6	45747	46891	47946	49097	50324
7	47265	48447	49537	50726	51994
8	48786	50006	51131	52358	53667
9	50296	51553	52713	53978	55327
10	51815	53110	54305	55608	56998
11	53330	54663	55893	57234	58665
12	54853	56224	57489	58869	60341
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 2</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	42622	43688	44671	45743	46887
2	44257	45363	46384	47497	48684
3	45887	47034	48092	49246	50477
4	47524	48712	49808	51003	52278
5	49158	50387	51521	52758	54077
6	50790	52060	53231	54509	55872
7	52427	53738	54947	56266	57673
8	54055	55406	56653	58013	59463
9	55690	57082	58366	59767	61261
10	57325	58758	60080	61522	63060
11	58957	60431	61791	63274	64856
12	60593	62108	63505	65029	66655
13	62224	63780	65215	66780	68450
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	44795	45915	46948	48075	49277
2	46427	47588	48659	49827	51073
3	48059	49260	50368	51577	52866
4	49696	50938	52084	53334	54667
5	51325	52608	53792	55083	56460
6	52961	54285	55506	56838	58259
7	54595	55960	57219	58592	60057
8	56227	57633	58930	60344	61853
9	57862	59309	60643	62098	63650
10	59496	60983	62355	63852	65448
11	61130	62658	64068	65606	67246
12	62761	64330	65777	67356	69040
13	64396	66006	67491	69111	70839
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	47485	48672	49767	50961	52235
2	49206	50436	51571	52809	54129
3	50933	52206	53381	54662	56029
4	52652	53968	55182	56506	57919

5	54374	55733	56987	58355	59814
6	56095	57497	58791	60202	61707
7	57819	59264	60597	62051	63602
8	59542	61031	62404	63902	65500
9	61261	62793	64206	65747	67391
10	62986	64561	66014	67598	69288
11	64709	66327	67819	69447	71183
12	66431	68092	69624	71295	73077
13	68151	69855	71427	73141	74970

## ED-LAT SUB-GROUP PAY NOTES

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

2. An employee is entitled to be paid at the rate of pay on the pay grid set forth in Appendix "A2" as determined by his or her education and experience.

### 3. Changes in Rates of Pay

(a) Except as provided in paragraphs (b), (c) and (d) below, in applying the new rates of pay an employee retains his or her step in the salary grid.

(b) An employee shall be entitled to be paid on a higher rate in the range of rates for the education level in which he or she is being paid on the first Monday following the date on which the employee attains the requisite experience.

(c) It is up to the employee to submit to the Employer the documents proving that he or she has higher educational qualifications than those of the education level in which he is being paid, within ninety (90) days following the date of issuance of the official transcript of such additional qualifications. The employee shall be granted retroactive pay, if he or she meets the requirements, either from the date of issuance of the official transcript of additional qualifications if it is submitted within ninety (90) days or from the date the official transcript was submitted to the Employer, in all other cases.

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

### 4. Education Levels

Education Level 1 (B.A.)

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

Education Level 2 (B.A. + 1)

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

or

(b) A Bachelor's or equivalent degree recognized by a Canadian university plus one (1) further year of teacher education as defined in Note 6.

Education Level 3 (B.A. + 2)

(a) This level requires an Honour's Bachelor's or equivalent degree recognized by a Canadian university, plus one (1) further year of teacher education as defined in Note 6.

or

(b) A Bachelor's or equivalent degree recognized by a Canadian university plus two (2) further years of teacher education as defined in Note 6.

Education Level 4 (B.A. + 3)

(a) This level requires an Honour's Bachelor's or equivalent degree, recognized by a Canadian university plus two (2) further years of teacher education as defined in Note 6.

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 6.

**5. Experience**

(a) Within the pay range for each educational level, experience is recognized by the granting of one increment for each year of teaching experience prior to appointment. An employee with no experience will be appointed at the first (1<sup>st</sup>) rate in the range. For each year of experience after appointment, an employee will receive one additional increment provided that service has been satisfactory.

(b) A full year of experience prior to appointment will be allowed for any of the following:

(i) any full academic year at an establishment, recognized or accredited by a school board or provincial Department of Education, that is, eight (8) months (university teaching), ten (10) months (elementary and secondary school teaching) or eleven (11) to twelve (12) months (government teaching or a recognized commercial school);

(ii) any portion of an academic year of six (6) months or more;

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

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

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

## 6. Miscellaneous

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

(a) A year of study resulting in a recognized teaching certificate or diploma.

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

7. An employee appointed to a position in the Language-Teaching Sub-Group prior to November 22, 1988 will not have his or her Education Level lowered solely by the application of pay notes 4 and 6 to Annex "A2".

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

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## **ANNEX "A3"**

### **EDUCATION SERVICES SUB-GROUP (ED-EDS)**

#### **ANNUAL RATES OF PAY**

**(in dollars)**

**A) Effective July 1, 2003**

**B) Effective July 1, 2004**



**C) Effective July 1, 2005****D) Effective July 1, 2006****EDS 1**

From:	\$	50895	53551	55477	57396	59318
To:	A	52167	54890	56864	58831	60801
	B	53341	56125	58143	60155	62169
	C	54621	57472	59538	61599	63661
	D	55987	58909	61026	63139	65253

**EDS 2**

From:	\$	60979	62891	64791
To:	A	62503	64463	66411
	B	63909	65913	67905
	C	65443	67495	69535
	D	67079	69182	71273

**EDS 3**

From:	\$	65076	67133	69179
To:	A	66703	68811	70908
	B	68204	70359	72503
	C	69841	72048	74243
	D	71587	73849	76099

**EDS 4**

From:	\$	69782	71895	74006
To:	A	71527	73692	75856
	B	73136	75350	77563
	C	74891	77158	79425
	D	76763	79087	81411

**EDS 5**

From:	\$	75217	77530	79816
To:	A	77097	79468	81811
	B	78832	81256	83652
	C	80724	83206	85660
	D	82742	85286	87802

**ED-EDS SUB-GROUP PAY NOTES**

1. The pay increment date of an employee shall be the first (1<sup>st</sup>) Monday following the anniversary of his or her appointment.

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

**A) Effective July 1, 2003****B) Effective July 1, 2004****C) Effective July 1, 2005****D) Effective July 1, 2006****LS-1**

From:	\$	45426	46835	48243	49651	51056	52464
To:	A	46562	48006	49449	50892	52332	53776
	B	47610	49086	50562	52037	53509	54986
	C	48753	50264	51775	53286	54793	56306
	D	49972	51521	53069	54618	56163	57714

From:	\$	53872	55279
To:	A	55219	56661
	B	56461	57936
	C	57816	59326
	D	59261	60809

**LS-2**

From:	\$	50234	51891	53548	55201	56861
To:	A	51490	53188	54887	56581	58383
	B	52649	54385	56122	57854	59697
	C	53913	55690	57469	59242	61130
	D	55261	57082	58906	60723	62658

**LS-3**

From:	\$	58764	60653	62537	64424	66312
To:	A	60233	62169	64100	66035	67970
	B	61588	63568	65542	67521	69499
	C	63066	65094	67115	69142	71167
	D	64643	66721	68793	70871	72946

**LS-4**

From:	\$	60839	63033	65222	67419	69613	71805
To:	A	62360	64609	66853	69104	71353	73600
	B	63763	66063	68357	70659	72958	75256
	C	65293	67649	69998	72355	74709	77062
	D	66925	69340	71748	74164	76577	78989

**LS-5**

From:	\$	73354	75754	78151	80548	82949	85349
To:	A	75188	77648	80105	82562	85023	87483
	B	76880	79395	81907	84420	86936	89451
	C	78725	81300	83873	86446	89022	91598
	D	80693	83333	85970	88607	91248	93888

**LS GROUP PAY NOTES****General**

1. The pay increment period for an employee is twelve (12) months.
2. For the purpose of administering General Pay Note 1 above, the pay increment date for an employee,

appointed on or after November 27, 1980, to a position in the bargaining unit upon promotion, demotion, or from outside the Public Service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to November 27, 1980 remains unchanged.

## ANNEX "A5"

### EDUCATIONAL SUPPORT GROUP (EU)

#### ANNUAL RATES OF PAY

(in dollars)

A) Effective July 1, 2003

B) Effective July 1, 2004

C) Effective July 1, 2005

D) Effective July 1, 2006

#### SUBGROUP: TEACHER'S AIDE

##### (10 MONTH PAY PLAN)

##### REGION: MARITIMES

From:	\$	26085	27177	28261	29349	30446
To:	A	26737	27856	28968	30083	31207
	B	27339	28483	29620	30760	31909
	C	27995	29167	30331	31498	32675
	D	28695	29896	31089	32285	33492

From:	\$	31534	32614
To:	A	32322	33429
	B	33049	34181
	C	33842	35001
	D	34688	35876

##### REGION: QUEBEC

From:	\$	29074	30096	31112	32131	33144
To:	A	29801	30848	31890	32934	33973
	B	30472	31542	32608	33675	34737
	C	31203	32299	33391	34483	35571
	D	31983	33106	34226	35345	36460

From:	\$	34171	35189
To:	A	35025	36069
	B	35813	36881
	C	36673	37766
	D	37590	38710

##### REGION: ONTARIO

From:	\$	27137	28233	29340	30443	31547
To:	A	27815	28939	30074	31204	32336

	B	28441	29590	30751	31906	33064
	C	29124	30300	31489	32672	33858
	D	29852	31058	32276	33489	34704
From:	\$	32647	33755			
To:	A	33463	34599			
	B	34216	35377			
	C	35037	36226			
	D	35913	37132			
<b>REGION: MANITOBA</b>						
From:	\$	27350	28307	29269	30218	31170
To:	A	28034	29015	30001	30973	31949
	B	28665	29668	30676	31670	32668
	C	29353	30380	31412	32430	33452
	D	30087	31140	32197	33241	34288
From:	\$	32136	33090			
To:	A	32939	33917			
	B	33680	34680			
	C	34488	35512			
	D	35350	36400			
<b>REGION: SASKATCHEWAN</b>						
From:	\$	27170	28264	29358	30451	31545
To:	A	27849	28971	30092	31212	32334
	B	28476	29623	30769	31914	33062
	C	29159	30334	31507	32680	33855
	D	29888	31092	32295	33497	34701
From:	\$	32638	33724			
To:	A	33454	34567			
	B	34207	35345			
	C	35028	36193			
	D	35904	37098			
<b>REGION: ALBERTA</b>						
From:	\$	27511	28651	29793	30938	32086
To:	A	28199	29367	30538	31711	32888
	B	28833	30028	31225	32424	33628
	C	29525	30749	31974	33202	34435
	D	30263	31518	32773	34032	35296
From:	\$	33225	34369			
To:	A	34056	35228			
	B	34822	36021			
	C	35658	36886			
	D	36549	37808			
<b>REGION: BRITISH COLUMBIA</b>						
From:	\$	27043	28194	29359	30528	31684
To:	A	27719	28899	30093	31291	32476
	B	28343	29549	30770	31995	33207
	C	29023	30258	31508	32763	34004
	D	29749	31014	32296	33582	34854

From:	\$	32849	34010
To:	A	33670	34860
	B	34428	35644
	C	35254	36499
	D	36135	37411

**EDUCATIONAL SUPPORT GROUP (EU)****ANNUAL RATES OF PAY****(in dollars)****A) Effective July 1, 2003****B) Effective July 1, 2004****C) Effective July 1, 2005****D) Effective July 1, 2006****SUBGROUP: LANGUAGE INSTRUCTOR****LAI-1**

From:	\$	45196	46196	47185	48168	49156
To:	A	46326	47351	48365	49372	50385
	B	47368	48416	49453	50483	51519
	C	48505	49578	50640	51695	52755
	D	49718	50817	51906	52987	54074

From:	\$	50150	51135
To:	A	51404	52413
	B	52561	53592
	C	53822	54878
	D	55168	56250

**SUBGROUP: PHYSICAL EDUCATION****PEI-1**

From:	\$	33703	34701	35689	36673	37662
To:	A	34546	35569	36581	37590	38604
	B	35323	36369	37404	38436	39473
	C	36171	37242	38302	39358	40420
	D	37075	38173	39260	40342	41431

From:	\$	38656	39641
To:	A	39622	40632
	B	40513	41546
	C	41485	42543
	D	42522	43607

**PEI-2**

From:	\$	57285	58543	59809	61079
To:	A	58717	60007	61304	62606
	B	60038	61357	62683	64015
	C	61479	62830	64187	65551
	D	63016	64401	65792	67190

From:	\$	62344	63603
To:	A	63903	65193
	B	65341	66660
	C	66909	68260
	D	68582	69967

## **EU GROUP PAY NOTES**

### **Language Instructor and Physical Education**

1. Pay increment date of an employee shall be the first (1<sup>st</sup>) Monday following the anniversary date of the employee's appointment.

\*\*

2. The pay increment period for an employee is twelve (12) months.

\*\*

### **Teacher Aides**

3. An employee on a twelve (12) month work year is entitled to be paid for services rendered at rates of pay which are higher, by twenty per cent (20%), than the rates of pay on the pay scale as set forth in Appendix "A".

4. The Employer will continue the present practice of paying employees of the Department of Indian and Northern Affairs on a bi-monthly basis, with one (1) pay cheque in July and August.

5. An employee in the Department of Indian and Northern Affairs who commences a new school year in the month of July or the month of August is entitled to be paid from the commencement of the employee's school year at the rate of pay that becomes effective on the following September 1<sup>st</sup>.

### **6. Changes in Rates of Pay after Appointment**

(a) After appointment, an employee on a school year will be granted annual increments on September 1<sup>st</sup> of each year provided the employee has received pay for at least six months since the last increment or since appointment.

(b) Subject to satisfactory performance of duties, an employee on a twelve (12) month work year will be granted annual increments on the first (1<sup>st</sup>) Monday following the anniversary date of the employee's most recent appointment.

\*\*

7. No employee will receive a rate of pay lower than the rate of pay he or she was receiving when, by

mutual agreement, the employee is transferred from one region to another during the school year. The higher rate of pay will be paid for the remainder of that school year only. Should the rate of pay in the new region be higher, the higher rate will apply.

\*\*

8. The salary to be paid to employees in the Teacher Aides Sub-group shall be the rate in the scale for the appropriate region.

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## **\*\*ANNEX "A6"**

### **PAY NOTES (CBSA EMPLOYEES)**

a) Effective date of transfer or appointment to CBSA, the employee's new rate of pay shall be the step in the applicable line of the new salary grid which is closest to, but not less than the rate of pay received on that day.

b) Should the employee's salary exceed the maximum of the range for his/her group and level, the employee's salary shall remain unchanged until such time as the maximum rate of pay for the employee's group and level is equal to, or greater than, the employee's salary.

c) Effective July 1, 2004, should the employee's salary be within the new salary band in the applicable line, the employee's new rate of pay shall be the step in the applicable line which is closest to, but not less than, the rate of pay received on that day. Furthermore the employee shall be entitled to a lump sum in an annualized amount equivalent to the difference between the value of the economic increase (i.e. 2.25%) and the actual salary increase, to be paid bi-weekly.

d) Effective July 1, 2004, employees subject to paragraph b) shall receive a lump sum payment in an annualized amount equivalent to 2.25% of the employee's rate of pay, to be paid bi-weekly, in lieu of the economic increase.

e) Effective July 1, 2005, should the employee's salary be within the new salary band in the applicable line, the employee's new rate of pay shall be the step in the applicable line which is closest to, but not less than, the rate of pay received on that day. Furthermore the employee shall be entitled to a lump sum in an annualized amount equivalent to the difference between the value of the economic increase (i.e. 2.4%) and the actual salary increase, to be paid bi-weekly.

f) Effective July 1, 2005, employees subject to paragraph b) shall receive a lump sum payment in an annualized amount equivalent to 2.4% of the employee's rate of pay, to be paid bi-weekly, in lieu of the economic increase.

g) Effective July 1, 2006, should the employee's salary be within the new salary band in the applicable

line, the employee's new rate of pay shall be the step in the applicable line which is closest to, but not less than, the rate of pay received on that day. Furthermore the employee shall be entitled to a lump sum payment in an annualized amount equivalent to the difference between the value of the economic increase (i.e. 2.5%) and the actual salary increase, to be paid bi-weekly,.

h) Effective July 1, 2006, employees who continue to be subject to paragraph b) shall receive a lump sum payment in an annualized amount equivalent to 2.5% of the employee's rate of pay, to be paid bi-weekly, in lieu of the economic increase.

i) All other provisions of the new collective agreement shall apply.

## **APPENDIX "B"**

### **WORK FORCE ADJUSTMENT**

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### **Annex "B"**

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## **General**

### **Application**

This appendix applies to all employees. Unless explicitly specified, the provisions contained in Parts I to VI do not apply to alternative delivery initiatives.

## Collective agreement

With the exception of those provisions for which the Public Service Commission (PSC) is responsible, this Appendix is part of this Agreement.

Notwithstanding the Job Security Article, in the event of conflict between the present Work Force Adjustment Appendix and that article, the present Work Force Adjustment Appendix will take precedence.

## Objectives

It is the policy of the Employer to maximise employment opportunities for indeterminate employees affected by work force adjustment situations, primarily through ensuring that, wherever possible, alternative employment opportunities are provided to them. This should not be construed as the continuation of a specific position or job but rather as continued employment.

To this end, every indeterminate employee whose services will no longer be required because of a work force adjustment situation and for whom the deputy head knows or can predict employment availability will receive a guarantee of a reasonable job offer within the Public Service. Those employees for whom the deputy head cannot provide the guarantee will have access to transitional employment arrangements (as per Part VI and VII).

## Definitions

**Accelerated lay-off** (*mise en disponibilité accélérée*) - occurs when a surplus employee makes a request to the deputy head, in writing, to be laid off at an earlier date than that originally scheduled, and the deputy head concurs. Lay-off entitlements begin on the actual date of lay-off.

**Affected employee** (*employé-e touché*) - is an indeterminate employee who has been informed in writing that his or her services may no longer be required because of a work force adjustment situation.

**Alternation** (*échange de postes*) - occurs when an opting employee (not a surplus employee) who wishes to remain in the Public Service exchanges positions with a non-affected employee (the alternate) willing to leave the Public Service with a Transition Support Measure or with an Education Allowance.

**Alternative delivery initiative** (*diversification de mode de prestation de service*) - is the transfer of any work, undertaking or business of the Public Service to any body or corporation that is a separate employer or that is outside the Public Service.

**Appointing department** (*ministère d'accueil*) - is a department or agency which has agreed to appoint

or consider for appointment (either immediately or after retraining) a surplus or a laid-off person.

**Deputy head** (*administrateur général*) - has the same meaning as in the definition of "Deputy Head" set out in section 2 of the *Public Service Employment Act*, and also means his or her official designate.

**Education Allowance** (*indemnité d'études*) - is one of the options provided to an indeterminate employee affected by normal work force adjustment for whom the deputy head cannot guarantee a reasonable job offer. The Education Allowance is a cash payment, equivalent to the Transitional Support Measure (see Annex B), plus a reimbursement of tuition from a recognised learning institution, book and mandatory equipment costs, up to a maximum of \$8,000.00.

**Guarantee of a reasonable job offer** (*garantie d'une offre d'emploi raisonnable*) - is a guarantee of an offer of indeterminate employment within the Public Service provided by the deputy head to an indeterminate employee who is affected by work force adjustment. Deputy heads will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict employment availability in the Public Service. Surplus employees in receipt of this guarantee will not have access to the Options available in Part VI of this appendix.

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

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

**Lay-off notice** (*avis de mise en disponibilité*) - is a written notice of lay-off to be given to a surplus employee at least one month before the scheduled lay-off date. This period is included in the surplus period.

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

**Opting employee** (*employé-e optant*) - is an indeterminate employee whose services will no longer be required because of a work force adjustment situation and who has not received a guarantee of a reasonable job offer from the deputy head and who has 120 days to consider the Options of Part 6.3 of this appendix.

**Pay** (*rémunération*) - has the same meaning as "rate of pay" in this Agreement.

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

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

**Reasonable job offer** (*offre d'emploi raisonnable*) - is an offer of indeterminate employment within the Public Service, normally at an equivalent level but could include lower levels. Surplus employees must be both trainable and mobile. Where practicable, a reasonable job offer shall be within the employee's headquarters as defined in the Travel Directive. In Alternative Delivery situations, a reasonable offer is one that meets the criteria set out in Type 1 and Type 2 of Part VII of this Appendix.

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

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

**Relocation of work unit** (*réinstallation d'une unité de travail*) - is the authorised move of a work unit of any size to a place of duty beyond what, according to local custom, is normal commuting distance from the former work location and from the employee's current residence.

**Retraining** (*recyclage*) - is on-the-job training or other training intended to enable affected employees, surplus employees and laid-off persons to qualify for known or anticipated vacancies within the Public Service.

**Surplus employee** (*employé-e excédentaire*) - is an indeterminate employee who has been formally declared surplus, in writing, by his or her deputy head.

**Surplus priority** (*priorité d'employé-e excédentaire*) - is an entitlement for a priority in appointment accorded by the PSC, pursuant to the *Public Service Employment Regulations*, to surplus employees to permit them to be appointed to other positions in the Public Service without competition or right of appeal.

**Surplus status** (*statut d'employé-e excédentaire*) - An indeterminate employee is in surplus status from the date he or she is declared surplus until the date of lay-off, until he or she is indeterminately appointed to another position, until his or her surplus status is rescinded, or until the person resigns.

**Transition Support Measure** (*mesure de soutien à la transition*) - is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer. The Transition Support Measure is a cash payment based on the employee's years of service in the Public Service, as per Annex B.

**Twelve-month surplus priority period in which to secure a reasonable job offer** (*Priorité d'employé-e excédentaire d'une durée de douze mois pour trouver une offre d'emploi raisonnable*) - is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer.

**Work force adjustment** (*réaménagement des effectifs*) - is a situation that occurs when a deputy head decides that the services of one or more indeterminate employees will no longer be required beyond a specified date because of a lack of work, the discontinuance of a function, a relocation in which the employee does not wish to relocate or an alternative delivery initiative.

## **Authorities**

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

## **Monitoring**

Departments shall retain central information on all cases occurring under this appendix, including the reasons for the action; the number, occupational groups and levels of employees concerned; the dates of notice given; the number of employees placed without retraining; the number of employees retrained (including number of salary months used in such training); the levels of positions to which employees are appointed and the cost of any salary protection; and the number, types, and amounts of lump sums paid to employees.

This information will be used by the Treasury Board Secretariat to carry out its periodic audits.

## **References**

The primary references for the subject of Work Force Adjustment are as follows:

*Canada Labour Code*, Part I.

*Financial Administration Act*, section 11.

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

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

*Public Service Employment Act*, section 29.

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

*Public Service Staff Relations Act*, sections 48.1 and 49.

*Public Service Superannuation Act*, section 40.1.

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

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

## **Enquiries**

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

Responsible officers in departmental headquarters may, in turn, direct questions regarding the application of this appendix to the Human Resources Management Group, Human Resources Branch, Treasury Board Secretariat.

Enquiries by employees pertaining to entitlements to a priority in appointment or to their status in relation to the priority appointment process should be directed to their departmental human resource advisors or to the regional and district offices of the PSC responsible for their case. Responsible officers in departmental headquarters seeking interpretations and guidance may contact the Employment Equity and Priority Administration Division of the Recruitment Programs and Priority Administration Directorate, Resourcing and Learning Branch, Public Service Commission Canada.

## **Part I**

### **Roles and responsibilities**

#### **1.1 Departments**

**1.1.1** Since indeterminate employees who are affected by work force adjustment situations are not themselves responsible for such situations, it is the responsibility of departments to ensure that they are treated equitably and, whenever possible, given every reasonable opportunity to continue their careers as Public Service employees.

**1.1.2** Departments shall carry out effective human resource planning to minimise the impact of work force adjustment situations on indeterminate employees, on the department, and on the Public Service.

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

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

**1.1.5** Departments shall establish systems to facilitate redeployment or retraining of the department's

affected employees, surplus employees, and laid-off persons.

**1.1.6** When a deputy head determines that the services of an employee are no longer required beyond a specified date due to lack of work or discontinuance of a function, the deputy head shall advise the employee, in writing, that his or her services will no longer be required. A copy of this letter shall be sent forthwith to the PSC.

Such a communication shall also indicate if the employee:

(a) is being provided a guarantee of a reasonable job offer from the deputy head and that the employee will be in surplus status from that date on,

or

(b) is an opting employee and has access to the Options of Section 6.3 of this Appendix because the employee is not in receipt of a guarantee of a reasonable job offer from the deputy head.

Where applicable, the communication should also provide the information relative to the employee's possible lay-off date.

**1.1.7** Deputy heads will be expected to provide a guarantee of a reasonable job offer for those employees subject to work force adjustment for whom they know or can predict employment availability in the Public Service.

**1.1.8** Where a deputy head cannot provide a guarantee of a reasonable job offer, the deputy head will provide 120 days to consider the three Options outlined in Part VI of this appendix to all opting employees before a decision is required of them. If the employee fails to select an option, the employee will be deemed to have selected Option (a), Twelve-month surplus priority period in which to secure a reasonable job offer.

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

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

**1.1.11** Departments shall advise and consult with the Alliance representatives as completely as possible regarding any work force adjustment situation as soon as possible after the decision has been made and throughout the process and will make available to the Alliance the name and work location of affected employees.

**1.1.12** The home department shall recommend in writing to the PSC whether the employee is suitable

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

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

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

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

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

**1.1.17** Appointment of surplus employees to alternative positions, whether with or without retraining, shall normally be at a level equivalent to that previously held by the employee, but this does not preclude appointment to a lower level. Departments shall avoid appointment to a lower level except where all other avenues have been exhausted.

**1.1.18** Home departments shall appoint as many of their own surplus employees or laid-off persons as possible, or identify alternative positions (both actual and anticipated) for which individuals can be retrained.

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

**1.1.20** Relocation of surplus employees or laid-off persons shall be undertaken when the individuals indicate that they are willing to relocate and relocation will enable their redeployment or reappointment, providing that:

(a) there are no available priority persons, or priority persons with a higher priority, qualified and interested in the position being filled;

or



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

**1.1.21** The cost of travelling to interviews for possible appointments and of relocation to the new location shall be borne by the employee's home department. Such cost shall be consistent with the Travel and Relocation directives.

**1.1.22** For the purposes of the Relocation directive, surplus employees and laid-off persons who relocate under this Appendix shall be deemed to be employees on employer-requested relocations. The general rule on minimum distances for relocation applies.

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

**1.1.24** For the priority period, home departments shall pay the salary costs, and other authorised costs such as tuition, travel, relocation, and retraining for surplus employees and laid-off persons, as provided for in this Agreement and the various directives; all authorised costs of termination; and salary protection upon lower-level appointment, unless the appointing department is willing to absorb these costs in whole or in part.

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

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

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

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

**1.1.29** Nothing in the foregoing shall restrict the employer's right to engage or appoint persons to meet short-term, non-recurring requirements. Surplus and laid-off persons shall be given priority even for these short-term work opportunities.

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

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

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

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

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

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

(a) the work force adjustment situation and its effect on that individual;

(b) the work force adjustment appendix;

(c) the PSC's Priority Administration System and how it works from the employee's perspective (referrals, interviews or "boards", feedback to the employee, follow-up by the PSC, how the employee can obtain job information and prepare for an interview, etc.);

(d) preparation of a curriculum vitae or resume;

(e) preparation for an interview with the PSC;

(f) the employee's rights and obligations;

(g) the employee's current situation (e.g. pay, benefits such as severance pay and superannuation, classification, language rights, years of service);

(h) alternatives that might be available to the employee (alternation, appointment, relocation, retraining, lower-level employment, term employment, retirement including possibility of waiver of penalty if entitled to an annual allowance, Transition Support Measure, Education Allowance, resignation, accelerated lay-off);

(i) the likelihood that the employee will be successfully appointed;

(j) the meaning of a guarantee of reasonable job offer, a Twelve-month surplus priority period in which to secure a reasonable job offer, a Transition Support Measure, an Education Allowance;

(k) the Human Resources Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);

(l) preparation for interviews with prospective employers;

(m) repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;

and

(n) advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity.

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

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

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

## **1.2 The Treasury Board Secretariat**

**1.2.1** It is the responsibility of the Treasury Board Secretariat to:

(a) investigate and seek to resolve situations referred by the PSC or other parties,

and

(b) consider departmental requests for retraining resources.

## **1.3 The Public Service Commission**

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

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

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

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

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

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

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

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

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

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

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

## **1.4 Employees**

**1.4.1** Employees have the right to be represented by the Alliance in the application of this appendix.

**1.4.2** Employees who are directly affected by work force adjustment situations and who receive a guarantee of a reasonable job offer, or who opt, or are deemed to have opted, for Option (a) of Part VI of this appendix are responsible for:

(a) actively seeking alternative employment in co-operation with their departments and the PSC, unless they have advised the department and the PSC, in writing, that they are not available for appointment;

- (b) seeking information about their entitlements and obligations;
- (c) providing timely information to the home department and to the PSC to assist them in their appointment activities (including curriculum vitae or resumes);
- (d) ensuring that they can be easily contacted by the PSC and appointing departments, and attending appointments related to referrals;
- (e) seriously considering job opportunities presented to them (referrals within the home department, referrals from the PSC, and job offers made by departments), including retraining and relocation possibilities, specified period appointments and lower-level appointments.

#### **1.4.3** Opting employees are responsible for:

- (a) considering the Options of Part VI of this appendix;
- (b) communicating their choice of Options, in writing, to their manager no later than 120 days after being declared opting.

## **Part II**

### **Official notification**

#### **2.1 Department**

**2.1.1** As already mentioned in section 1.1.11, departments shall advise and consult with the bargaining agent representatives as completely as possible regarding any work force adjustment situation as soon as possible after the decision has been made and throughout the process and will make available to the bargaining agent the name and work location of affected employees.

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

#### **2.2 Treasury Board Secretariat**

**2.2.1** Upon notification by the department concerned in 2.1.2 above, and under no circumstances less than 48 hours before the situation is announced, the Director, Human Resources Management Group, Human Resources Branch, Treasury Board Secretariat shall inform, in writing and in confidence, the chief executive officer of the Alliance. This information is to include the identity and location of the

work unit(s) involved; the expected date of the announcement; the anticipated timing of the situation; and the numbers of employees, by group and level, who will be affected.

## **Part III**

### **Relocation of a work unit**

#### **3.1 General**

**3.1.1** In cases where a work unit is to be relocated, departments shall provide all employees whose positions are to be relocated with the opportunity to choose whether they wish to move with the position or be treated as if they were subject to a work force adjustment situation.

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

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

**3.1.4** Although departments will endeavour to respect employee location preferences, nothing precludes the department from offering the relocated position to employees in receipt of a guarantee of a reasonable job offer from their deputy heads, after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area.

**3.1.5** Employees who are not in receipt of a guarantee of a reasonable job offer shall become opting employees and have access to the Options set out in Part VI of this appendix.

## **Part IV**

### **Retraining**

#### **4.1 General**

**4.1.1** To facilitate the redeployment of affected employees, surplus employees, and laid-off persons, departments shall make every reasonable effort to retrain such persons for:

(a) existing vacancies,

or

(b) anticipated vacancies identified by management.

**4.1.2** The PSC and departments shall be responsible for identifying situations where retraining can

facilitate the appointment of surplus employees and laid-off persons, and shall cooperate in such efforts.

**4.1.3** Subject to the provisions of 4.1.2, the deputy head of the home department shall approve up to two years of retraining.

## **4.2 Surplus employees**

**4.2.1** A surplus employee is eligible for retraining providing:

(a) retraining is needed to facilitate the appointment of the individual to a specific vacant position or will enable the individual to qualify for anticipated vacancies in occupations or locations where there is a shortage of qualified candidates;

and

(b) there are no other available priority persons who qualify for the position.

**4.2.2** The home department is responsible for ensuring that an appropriate retraining plan is prepared and is agreed to in writing by the employee and the delegated officers of the home and appointing departments.

**4.2.3** Once a retraining plan has been initiated, its continuation and completion are subject to satisfactory performance by the employee.

**4.2.4** While on retraining, a surplus employee continues to be employed by the home department and is entitled to be paid in accordance with his or her current appointment, unless the appointing department is willing to appoint the employee indeterminately, conditional on successful completion of retraining, in which case the retraining plan shall be included in the letter of offer.

**4.2.5** When a retraining plan has been approved and the surplus employee continues to be employed by the home department, the proposed lay-off date shall be extended to the end of the retraining period, subject to 4.2.3.

**4.2.6** An employee unsuccessful in retraining may be laid off at the end of the surplus period, provided that the Employer has been unsuccessful in making the employee a reasonable job offer.

**4.2.7** In addition to all other rights and benefits granted pursuant to this section, an employee who is guaranteed a reasonable job offer, is also guaranteed, subject to the employee's willingness to relocate, training to prepare the surplus employee for appointment to a position pursuant to section 4.1.1, such training to continue for one year or until the date of appointment to another position, whichever comes first. Appointment to this position is subject to successful completion of the training.

## **4.3 Laid-off persons**

**4.3.1** A laid-off person shall be eligible for retraining providing:

- (a) retraining is needed to facilitate the appointment of the individual to a specific vacant position;
- (b) the individual meets the minimum requirements set out in the relevant Selection Standard for appointment to the group concerned;
- (c) there are no other available persons with a priority who qualify for the position;

and

- (d) the appointing department cannot justify a decision not to retrain the individual.

**4.3.2** When an individual is offered an appointment conditional on successful completion of retraining, a retraining plan reviewed by the PSC shall be included in the letter of offer. If the individual accepts the conditional offer, he or she will be appointed on an indeterminate basis to the full level of the position after having successfully completed training and being assessed as qualified for the position. When an individual accepts an appointment to a position with a lower maximum rate of pay than the position from which he or she was laid-off, the employee will be salary protected in accordance with Part V.

## **Part V**

### **Salary protection**

#### **5.1 Lower-level position**

**5.1.1** Surplus employees and laid-off persons appointed to a lower-level position under this appendix shall have their salary and pay equity equalization payments, if any, protected in accordance with the salary protection provisions of this collective agreement, or, in the absence of such provisions, the appropriate provisions of the *Regulations Respecting Pay on Reclassification or Conversion*.

**5.1.2** Employees whose salary is protected pursuant to section 5.1.1 will continue to benefit from salary protection until such time as they are appointed or deployed into a position with a maximum rate of pay that is equal to or higher than the maximum rate of pay of the position from which they were declared surplus or laid off.

## **Part VI**

### **Options for employees**

#### **6.1 General**

**6.1.1** Deputy heads will be expected to provide a guarantee of a reasonable job offer for those affected employees for whom they know or can predict employment availability. A Deputy Head who cannot provide such a guarantee shall provide his or her reasons in writing, if requested by the employee.



Employees in receipt of this guarantee would not have access to the choice of Options below.

**6.1.2** Employees who are not in receipt of a guarantee of a reasonable job offer from their deputy head have 120 days to consider the three Options below before a decision is required of them.

**6.1.3** The opting employee must choose, in writing, one of the three Options of section 6.3 of this appendix within the 120-day window. The employee cannot change Options once having made a written choice.

**6.1.4** If the employee fails to select an Option, the employee will be deemed to have selected Option (a), Twelve-month surplus priority period in which to secure a reasonable job offer at the end of the 120-day window.

**6.1.5** If a reasonable job offer which does not require a relocation is made at any time during the 120-day opting period and prior to the written acceptance of the Transition Support Measure or the Education Allowance Option, the employee is ineligible for the TSM, the pay in lieu of unfulfilled surplus period or the Education Allowance.

## **6.2 Alternation**

**6.2.1** All departments must participate in the alternation process.

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

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

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

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

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

**6.2.7** An alternation should normally occur between employees at the same group and level. When the two positions are not the same group and level, alternation can still occur when the positions can be considered equivalent. They are considered equivalent when the maximum rate of pay for the higher

paid position is no more than six-per-cent higher than the maximum rate of pay for the lower paid position.

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

## 6.3 Options

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

(a)

(i) Twelve-month surplus priority period in which to secure a reasonable job offer is time-limited. Should a reasonable job offer not be made within a period of twelve months, the employee will be laid off in accordance with the *Public Service Employment Act*. Employees who choose or are deemed to have chosen this Option are surplus employees.

(ii) At the request of the employee, this twelve (12) month surplus priority period shall be extended by the unused portion of the 120-day opting period referred to in 6.1.2 which remains once the employee has selected in writing option (a).

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

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

or

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

or

(c) Education allowance is a Transitional Support Measure (see Option (b) above) plus an amount of not more than \$8000 for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and mandatory equipment. Employees choosing Option (c) could

either:

(i) resign from the Public Service but be considered to be laid-off for severance pay purposes on the date of their departure;

or

(ii) delay their departure date and go on leave without pay for a maximum period of two years, while attending the learning institution. The TSM shall be paid in one or two lump-sum amounts over a maximum two-year period. During this period, employees could continue to be Public Service benefit plan members and contribute both employer and employee share to the benefits plans and the *Public Service Superannuation Plan*. At the end of the two-year leave without pay period, unless the employee has found alternate employment in the Public Service, the employee will be laid off in accordance with the *Public Service Employment Act*.

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

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

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

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

**6.3.6** All opting employees will be entitled to up to \$400.00 for financial planning advice.

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

**6.3.8** Notwithstanding section 6.3.7, an opting employee who has received an Education Allowance will not be required to reimburse tuition expenses, costs of books and mandatory equipment, for which he or she cannot get a refund.

**6.3.9** The deputy head shall ensure that pay in lieu of unfulfilled surplus period is only authorised where the employee's work can be discontinued on the resignation date and no additional costs will be incurred

in having the work done in any other way during that period.

**6.3.10** If a surplus employee who has chosen, or is deemed to have chosen, Option (a) refuses a reasonable job offer at any time during the twelve-month surplus priority period, the employee is ineligible for pay in lieu of unfulfilled surplus period.

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

## **6.4 Retention payment**

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

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

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

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

(a) such jobs are in remote areas of the country,

or

(b) retraining and relocation costs are prohibitive,

or

(c) prospects of reasonable alternative local employment (whether within or outside the Public Service) are poor.

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

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

(a) are being relocated,

and

(b) when the deputy head of the home department decides that, in comparison to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of workplace relocation,

and

(c) where the employee has opted not to relocate with the function.

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

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

(a) where the Public Service work units are affected by alternative delivery initiatives;

(b) when the deputy head of the home department decides that, compared to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of the transfer to the new employer;

and

(c) where the employee has not received a job offer from the new employer or has received an offer and did not accept it.

**6.4.9** Subject to 6.4.8, the deputy head shall pay to each employee who is asked to remain until the transfer date and who offers a resignation from the Public Service to take effect on the transfer date, a sum equivalent to six months pay payable upon the transfer date, provided the employee has not separated prematurely.

## **Part VII**

### **Special provisions regarding alternative delivery initiatives**

#### **Preamble**

The administration of the provisions of this part will be guided by the following principles:

(a) fair and reasonable treatment of employees;

(b) value for money and affordability;

and

(c) maximization of employment opportunities for employees.

The parties recognise:

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

### **For Employees' Information Purposes Only**

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

## **7.1 Definitions**

For the purposes of this part, an **alternative delivery initiative** (*diversification des modes de prestation des services*) is the transfer of any work, undertaking or business of the Public Service to any body or corporation that is a separate employer or that is outside the Public Service;

For the purposes of this part, a **reasonable job offer** (*offre d'emploi raisonnable*) is an offer of employment received from a new employer in the case of a Type 1 or Type 2 transitional employment arrangement, as determined in accordance with section 7.2.2;

For the purposes of this part, a **termination of employment** (*licenciement de l'employé-e*) is the termination of employment referred to in paragraph 11(2)(g.1) of the *Financial Administration Act* (FAA).

## **7.2 General**

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

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

(a) the program being considered for ASD,

(b) the reason for the ASD,

and

(c) the type of approach anticipated for the initiative (e.g. transfer to province, commercialisation).

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

In cases of ASD initiatives, the parties will establish a joint WFA-ASD committee to conduct meaningful consultation on the human resources issues related to the ASD initiative in order to provide information to the employee which will assist him or her in deciding on whether or not to accept the job offer.

### **1. Commercialisation**

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

### **2. Creation of a new Agency**

In cases of the creation of new agencies, the members of the joint WFA/ASD committee shall make every reasonable effort to agree on common recommendations related to human resources issues (e.g. terms and conditions of employment, pension, and health care benefits) that should be available at the date of transfer.

### **3. Transfer to existing employers**

In all other ASD initiatives where an employer-employee relationship already exists the parties will hold meaningful consultations to clarify the terms and conditions that will apply upon transfer.

In the cases of commercialisation and creation of new agencies, consultation opportunities will be given to the component(s); however, in the event that agreements are not possible, the department may still proceed with the transfer.

**7.2.1** The provisions of this Part apply only in the case of alternative delivery initiatives and are in exception to other provisions of this appendix. Employees who are affected by alternative delivery initiatives and who receive job offers from the new employer shall be treated in accordance with the provisions of this part and, only where specifically indicated will other provisions of this appendix apply to them.

**7.2.2** There are three types of transitional employment arrangements resulting from alternative delivery initiatives:

(a) Type 1 (Full Continuity)

Type 1 arrangements meet all of the following criteria:

(i) legislated successor rights apply. Specific conditions for successor rights applications will be determined by the labour legislation governing the new employer;

(i.ii) the *Public Service Terms and Conditions of Employment Regulations*, the terms of the collective agreement referred to therein and/or the applicable compensation plan will continue to apply to unrepresented and excluded employees until modified by the new employer;

(ii) recognition of continuous employment in the Public Service, as defined in the *Public Service Terms and Conditions of Employment Regulations*, for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights;

(iii) pension arrangements according to the Statement of Pension Principles set out in Annex "A", or, in cases where the test of reasonableness set out in that Statement is not met, payment of a lump-sum to employees pursuant to section 7.7.3;

(iv) transitional employment guarantee: a two-year minimum employment guarantee with the new employer;

(v) coverage in each of the following core benefits: health benefits, long term disability insurance (LTDI) and dental plan;

(vi) short-term disability bridging: recognition of the employee's earned but unused sick leave credits up to maximum of the new employer's LTDI waiting period.

(b) Type 2 (Substantial Continuity)

Type 2 arrangements meet all of the following criteria:

(i) the average new hourly salary offered by the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is 85 per cent or greater of the group's current federal hourly remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are the same;

(ii) the average annual salary of the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is 85 per cent or greater of federal annual remuneration (= per cent or greater of federal annual remuneration) (= pay + equal pay adjustments + supervisory differential), when the hours of work are different;

(iii) pension arrangements according to the Statement of Pension Principles as set out in Annex "A", or in cases where the test of reasonableness set out in that Statement is not met,



payment of a lump-sum to employees pursuant to section 7.7.3;

(iv) transitional employment guarantee: employment tenure equivalent to that of the permanent work force in receiving organizations or a two-year minimum employment guarantee;

(v) coverage in each area of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;

(vi) short-term disability arrangement.

(c) Type 3 (Lesser Continuity)

A Type 3 arrangement is any alternative delivery initiative that does not meet the criteria applying in Type 1 and 2 transitional employment arrangements.

**7.2.3** For Type 1 and Type 2 transitional employment arrangements, the offer of employment from the new employer will be deemed to constitute a reasonable job offer for purposes of this part.

**7.2.4** For Type 3 transitional employment arrangements, an offer of employment from the new employer will not be deemed to constitute a reasonable job offer for purposes of this part.

### **7.3 Responsibilities**

**7.3.1** Deputy heads will be responsible for deciding, after considering the criteria set out above, which of the Types applies in the case of particular alternative delivery initiatives.

**7.3.2** Employees directly affected by alternative delivery initiatives are responsible for seriously considering job offers made by new employers and advising the home department of their decision within the allowed period.

### **7.4 Notice of alternative delivery initiatives**

**7.4.1** Where alternative delivery initiatives are being undertaken, departments shall provide written notice to all employees offered employment by the new employer, giving them the opportunity to choose whether they wish to accept the offer.

**7.4.2** Following written notification, employees must indicate within a period of 60 days their intention to accept the employment offer, except in the case of Type 3 arrangements, where home departments may specify a period shorter than 60 days, but not less than 30 days.

### **7.5 Job offers from new employers**

**7.5.1** Employees subject to this appendix (see Application) and who do not accept the reasonable job offer from the new employer in the case of Type 1 or 2 transitional employment arrangements will be

given four months notice of termination of employment and their employment will be terminated at the end of that period or on a mutually agreed upon date before the end of the four month notice period except where the employee was unaware of the offer or incapable of indicating an acceptance of the offer as provided for in subsection 11(2.02) of the *Financial Administration Act* (FAA).

**7.5.2** The deputy head may extend the notice of termination period for operational reasons, but no such extended period may end later than the date of the transfer to the new employer.

**7.5.3** Employees who do not accept a job offer from the new employer in the case of Type 3 transitional employment arrangements may be declared opting or surplus by the deputy head in accordance with the provisions of the other parts of this appendix. For greater certainty, those who are declared surplus will be subject to the provisions of section 29 of the *Public Service Employment Act* (PSEA) and section 39 of the *Public Service Employment Regulations* (PSER).

**7.5.4** Employees who accept a job offer from the new employer in the case of any alternative delivery initiative will have their employment terminated on the date on which the transfer becomes effective, or on another date that may be designated by the home department for operational reasons provided that this does not create a break in continuous service between the Public Service and the new employer.

## **7.6 Application of other provisions of the Appendix**

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

## **7.7 Lump-sum payments and salary top-up allowances**

**7.7.1** Employees who are subject to this appendix (see Application) and who accept the offer of employment from the new employer in the case of Type 2 transitional employment arrangements will receive a sum equivalent to three months pay, payable upon the day on which the departmental work or function is transferred to the new employer. The home department will also pay these employees an 18-month salary top-up allowance equivalent to the difference between the remuneration applicable to their Public Service position and the salary applicable to their position with the new employer. This allowance will be paid as a lump-sum, payable on the day on which the departmental work or function is transferred to the new employer.

**7.7.2** In the case of individuals who accept an offer of employment from the new employer in the case of a Type 2 arrangement whose new hourly or annual salary falls below 80 per cent of their former federal hourly or annual remuneration, departments will pay an additional six months of salary top-up allowance for a total of 24-months under this section and section 7.7.1. The salary top-up allowance equivalent to the difference between the remuneration applicable to their Public Service position and the salary applicable to their position with the new employer will be paid as a lump-sum payable on the day

on which the departmental work or function is transferred to the new employer.

**7.7.3** Employees who accept the reasonable job offer from the successor employer in the case of a Type 1 or Type 2 transitional employment arrangement where the test of reasonableness referred to in the Statement of Pension Principles set out in Annex A is not met, that is, where the actuarial value (cost) of the new employer's pension arrangements are less than 6.5 per cent of pensionable payroll (excluding the employer's costs related to the administration of the plan) will receive a sum equivalent to three months pay, payable on the day on which the departmental work or function is transferred to the new employer.

**7.7.4** Employees who accept an offer of employment from the new employer in the case of Type 3 transitional employment arrangements will receive a sum equivalent to six months pay payable on the day on which the departmental work or function is transferred to the new employer. The home department will also pay these employees a 12-month salary top-up allowance equivalent to the difference between the remuneration applicable to their Public Service position and the salary applicable to their position with the new employer. The allowance will be paid as a lump-sum, payable on the day on which the departmental work or function is transferred to the new employer. The total of the lump-sum payment and the salary top-up allowance provided under this section will not exceed an amount equivalent to one year's pay.

**7.7.5** For the purposes of 7.7.1, 7.7.2 and 7.7.4, the term "remuneration" includes and is limited to salary plus equal pay adjustments, if any, and supervisory differential, if any.

## **7.8 Reimbursement**

**7.8.1** An individual who receives a lump-sum payment and salary top-up allowance pursuant to subsection 7.7.1, 7.7.2, 7.7.3 or 7.7.4 and who is reappointed to that portion of the Public Service of Canada specified from time to time in Schedule I to the *Public Service Staff Relations Act* at any point during the period covered by the total of the lump-sum payment and salary top-up allowance, if any, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of re-appointment to the end of the original period covered by the total of the lump-sum payment and salary top-up allowance, if any.

**7.8.2** An individual who receives a lump-sum payment pursuant to subsection 7.6.1 and, as applicable, is either reappointed to that portion of the Public Service of Canada specified from time to time in Schedule I to the *Public Service Staff Relations Act* or hired by the new employer at any point covered by the lump-sum payment, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of the reappointment or hiring to the end of the original period covered by the lump-sum payment.

## **7.9 Vacation leave credits and severance pay**

**7.9.1** Notwithstanding the provisions of this Agreement concerning vacation leave, an employee who

accepts a job offer pursuant to this part may choose not to be paid for earned but unused vacation leave credits, provided that the new employer will accept these credits.

**7.9.2** Notwithstanding the provisions of this Agreement concerning severance pay, an employee who accepts a reasonable job offer pursuant to this part will not be paid severance pay where successor rights apply and/or, in the case of a Type 2 transitional employment arrangement, when the new employer recognizes the employee's years of continuous employment in the Public Service for severance pay purposes and provides severance pay entitlements similar to the employee's severance pay entitlements at the time of the transfer.

**7.9.3** Where:

(a) the conditions set out in 7.9.2 are not met,

(b) the severance provisions of this Agreement are extracted from this collective agreement prior to the date of transfer to another non-federal public sector employer,

(c) the employment of an employee is terminated pursuant to the terms of section 7.5.1,

or

(d) the employment of an employee who accepts a job offer from the new employer in a Type 3 transitional employment arrangement is terminated on the transfer of the function to the new employer

the employee shall be deemed, for purposes of severance pay, to be involuntarily laid off on the day on which employment in the Public Service terminates.

## **Annex "A" - Statement of pension principles**

1. The new employer will have in place, or Her Majesty in right of Canada will require the new employer to put in place, reasonable pension arrangements for transferring employees. The test of "reasonableness" will be that the actuarial value (cost) of the new employer pension arrangements will be at least 6.5 per cent of pensionable payroll, which in the case of defined-benefit pension plans will be as determined by the Assessment Methodology developed by Towers Perrin for the Treasury Board, dated October 7, 1997. This Assessment Methodology will apply for the duration of this agreement. Where there is no reasonable pension arrangement in place on the transfer date or no written undertaking by the new employer to put such reasonable pension arrangement in place effective on the transfer date, subject to the approval of Parliament and a written undertaking by the new employer to pay the employer costs, *Public Service Superannuation Act* (PSSA) coverage could be provided during a transitional period of up to a year.

2. Benefits in respect of service accrued to the point of transfer are to be fully protected.

3. Her Majesty in right of Canada will seek portability arrangements between the Public Service

Superannuation Plan and the pension plan of the new employer where a portability arrangement does not yet exist. Furthermore, Her Majesty in right of Canada will seek authority to permit employees the option of counting their service with the new employer for vesting and benefit thresholds under the PSSA.

## Annex "B"

<b>Years of Service in the Public Service</b>	<b>Transition Support Measure (TSM) (Payment in weeks' pay)</b>
0	10
1	22
2	24
3	26
4	28
5	30
6	32
7	34
8	36
9	38
10	40
11	42
12	44
13	46
14	48
15	50
16	52
17	52
18	52
19	52
20	52
21	52
22	52
23	52
24	52
25	52
26	52
27	52
28	52
29	52
30	49
31	46
32	43
33	40
34	37
35	34
36	31
37	28
38	25
39	22
40	19

41	16
42	13
43	10
44	07
45	04

For indeterminate seasonal and part-time employees, the TSM will be pro-rated in the same manner as severance pay under the terms of this Agreement.

Severance pay provisions of this Agreement are in addition to the TSM.

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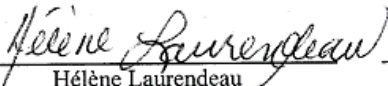
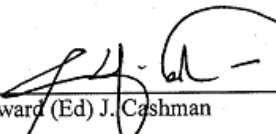
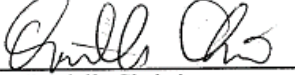
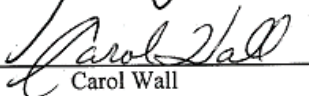
## MEMORANDA OF AGREEMENT

The following Appendices shall be effective on the date of signature and shall expire on June 30, 2007.

SIGNED AT OTTAWA, this 14<sup>th</sup> day of the month of March 2005.

THE TREASURY BOARD  
OF  
CANADA

THE PUBLIC SERVICE  
ALLIANCE OF  
CANADA

 Hélène Laurendeau	 Edward (Ed) J. Cashman
 Danielle Chainé	 Carol Wall

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## APPENDIX "C"

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

## **VOCATIONAL TEACHERS**

1. The Employer agrees that, where prior to December 29, 1998, Correctional Service Canada has taken the initiative of placing an ED-EST employee higher on the salary grid than the employee should have been placed according to his or her qualifications as defined in the collective agreement at the time of such placement, this Correctional Service Canada initiated placement will not be revisited.
  2. Notwithstanding the preceding paragraph and other provisions of this agreement, where an employee has been placed on the grid at a higher level than his or her scholarship warranted, the employee will not be able to avail himself or herself of the provisions governing the progression to a higher scholarship level on the salary grid until the employee meets the scholarship requirements of the level in which he or she is presently placed.
  3. Where the Employer requests an evaluation of a teacher's qualifications, the cost of the evaluation itself will be at the expense of the Employer, and any costs associated with supplying necessary documentation will be borne by the employee. Where the evaluation is initiated by the employee, all costs will be borne by the employee.
- 

## **\*\*APPENDIX "D"**

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO CLASS SIZE AND CLASS SIZE RELATED ISSUES FOR INAC SCHOOLS**

The parties adhere to the principle that as a profession Indian and Northern Affairs Canada (INAC) is required to adopt, at a minimum, the provincial standards for education that have been established under the relevant legislation and regulations applicable within the province in which the INAC schools are located.

The parties agree to the establishment of a Local Class Size Committee in each community where federal INAC schools are located.

The purpose of a Local Class Size Committee is to provide an annual opportunity for a committee of teachers from the school, or family of schools, to review the projected enrolment and the planned class placement of students by grade, or multi-graded classroom assignments where such may be required, for

the following school year.

A Local Class Size Committee may make recommendations to the Principal(s) of the school(s) on the organization of classrooms and class sizes while taking into consideration the projected enrolment of the school(s), teaching and course load requirements, accommodation of identified special education pupils, and timetable scheduling within the available professional staffing allocation for the following school year.

A Local Class Size Committee may also make written recommendations to the respective Superintendent of Education or Director of Education where staffing concerns cannot be addressed at the school level. Teaching assignments for the next school year are subject to the approval of the Director of Education, or designate, and every effort will be made to confirm these by April 15<sup>th</sup> of the current school year.

In the event that the staffing allocation to the school(s) results in an average class size, in the aggregate, which exceeds the provincial norms established by statute or regulation, a Regional Class Size Committee will be provided an opportunity to make a documented presentation to the appropriate Regional Human Resources Management Committee that will consider the appropriateness for increasing the professional staffing allocation to the program.

Representatives of the Local and the Regional Class Size Committees shall develop their terms of reference regarding class size and class size related issues.

### **Local Class Size Committee(s)**

A Local Class Size Committee, at the request of either party, shall be established in each school.

(a) The teachers of each school shall elect up to three (3) of their number (where applicable, one from each division - Primary, Junior, and Intermediate) as members of the Local Class Size Committee for the school.

(b) The teachers of a family of schools shall elect up to six (6) of their number (where applicable, two from each division - Primary, Junior, and Intermediate) as members of the Local Class Size Committee for the family of schools.

(c) Each Local Class Size Committee will meet a minimum of two (2) times per school year, no later than April 15<sup>th</sup> of the current school year and September 15<sup>th</sup> of the following school year, with the principal(s) of the school(s) and, where required, with the Superintendent of Education or Director of Education.

### **Regional Class Size Committee**

A Regional Class Size Committee shall be formed of three (3) representatives from the Local Class Size Committee(s) and up to three (3) Principals/Vice Principals. The Regional Class Size Committee shall



be given the opportunity to make a documented presentation for additional professional staffing to the Regional Human Resource Management Committee should it be determined that the teacher staffing allocation results in a higher average class size, in the aggregate, which exceeds the norms established by provincial statute or regulation. The Regional Human Resource Management Committee shall provide a written response no later than two (2) weeks after the documented presentation.

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## **APPENDIX "E"**

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO HOURS OF WORK AT THE NATIONAL LIBRARY**

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

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

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

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## **\*\*APPENDIX "F"**

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO EDUCATION AND EXPERIENCE GRID FOR THE ED-EST EMPLOYEES**

The parties agree to establish a joint committee comprised of equal representation to meet within sixty (60) days of the signing of the present agreement. The committee will review:

- the professional qualifications of teachers and supervisory personnel (i.e. assistant principals, principals, etc) required by provincial Ministries of Education and Colleges of Teachers for employment in elementary and secondary education.
- the existing definitions related to "teacher education" to ensure compliance with provincial standards by INAC and CSC and review accordingly the current definitions of qualifications and experience for grid placement.
- the regional pay grids of ten (10) month and twelve (12) month ED-EST to reflect revised pay notes.

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

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

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## **\*\*APPENDIX "G"**

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO CONTINUOUS LEARNING**

The parties agree to establish a joint committee comprised of equal representation to meet within sixty (60) days of the signing of the present agreement. The committee will review issues of concern as well as assess specific and global needs of the groups and sub-groups associated with continuous learning.

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

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

## **\*\*APPENDIX "H"**

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO A JOINT LEARNING PROGRAM**

This memorandum is to give effect to the agreement reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Program and Administration Services, Operational Services, Technical Services and Education and Library Science bargaining units.

The Employer agrees to provide eight million seven hundred and fifty thousand dollars (\$8,750,000) over the life of this collective agreement to fund a joint learning program. The Employer agrees to provide a further \$292,000 per month to the PSAC-TBS JLP from the date of expiry of this collective agreement until the next collective agreement is signed to ensure continuity of this initiative.

The PSAC-TBS JLP will provide joint training on union-management issues.

The parties agree to establish a joint governance committee made up of an equal number of PSAC and Employer representatives to administer the PSAC -TBS JLP. The joint governance committee shall meet within sixty (60) days of the signing of these agreements to confirm their terms of reference.

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## **\*\*APPENDIX "I"**

### **LETTER OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO THE CLASSIFICATION REVIEW**

Unless otherwise agreed with the Alliance, the Employer agrees not to enter into collective bargaining with respect to modifications to the EB rates of pay related to classification review during the life of the present agreement until notice to bargain has been served.

## **\*\*APPENDIX "J"**

### **LETTER OF UNDERSTANDING BETWEEN THE TREASURY BOARD AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO A STUDY TO COMPARE THE COMPENSATION OF ED-EST WHO WORK FOR A PERIOD OF TWELVE (12) MONTH**

This letter is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in negotiation for the renewal of the Education and Library Science Collective Agreement.

Accordingly, the Parties agree to conduct a study during the life of the Agreement, to compare the compensation (rates of pay, allowances and leaves) of the Elementary and Secondary teachers (ED-EST) who work for a period of twelve (12) month with the total compensation (rates of pay, allowances and leaves) of Elementary and Secondary teachers in provinces were ED-EST work.

The Parties further agree to meet within one hundred and twenty (120) days of the signing date of this Agreement to establish the term of reference of the study.

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

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## **\*\*APPENDIX "K"**

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO IMPLEMENTATION OF THE COLLECTIVE AGREEMENT**

This memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in respect of the implementation period of the collective agreement.

The provisions of this Collective Agreement shall be implemented by the parties within a period of one hundred and fifty (150) days from the date of signing.

## **\*\*APPENDIX "L"**

### **LETTER CONCERNING WHISTEBLOWING**

March 14, 2005

Ms. Nycole Turmel  
National President  
Public Service Alliance of Canada  
233 Gilmour Street  
Ottawa, Ontario K2P 0P1

#### **Re: Whistleblowing**

Dear Ms. Turmel:

This letter is to follow up on discussions that took place during the course of negotiations on the subject of Whistleblowing.

Employees who make a disclosure of wrongdoing during a Parliamentary proceeding, official enquiry, to a supervisor or designated senior officer in their department, or to the Public Service Integrity Officer, whether it concerns a misuse of public funds, an illegal act, gross mismanagement or a substantial and specific danger to health or safety, shall be protected from reprisal, including but not limited to dismissal, suspension, demotion and financial penalty. In addition a disclosure may be made to the public in circumstances where the employee believes that a serious offence under an Act of Parliament or the legislature of a province, or an imminent risk of substantial and specific danger to the health or safety of persons or the environment exists and there is not sufficient time to make the disclosure to the above identified officials.

Employees who believe that a person has taken a reprisal against them, in violation of the principle stated above, shall have the right to file a grievance directly to the final level of the grievance process. Such a grievance may be referred to adjudication as provided by section 92 of the *Public Service Staff Relations Act*.

This letter shall remain in force until Bill C-11, An Act to Establish a Procedure for the Disclosure of Wrongdoings in the Public Sector, including the Protection of Persons who Disclose the Wrongdoings, or any other act to establish a procedure for the disclosure of wrongdoings in the public sector, becomes law.

Sincerely,

Original signed by

Reg Alcock

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## **\*\*APPENDIX "M"**

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO THE SOCIAL JUSTICE FUND**

This memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Program and Administration, Operational Services, Technical Services and Educational and Library Sciences bargaining units.

As part of this settlement, the Employer and the PSAC agree that within one hundred and twenty (120) days of signature of this collective agreement, they will form a joint committee to examine the desirability for the Employer to eventually participate in the funding of the Social Justice Fund established by the PSAC in January 2003.

This joint committee will be composed of an equal number of representatives from the Employer and the PSAC.

## **Education and Library Science (EB)**

### **List of Changes to the Agreement Between the Treasury Board and The Public Service Alliance of Canada**

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#### **ARTICLE 2**

#### **INTERPRETATION AND DEFINITIONS**

##### **2.01**

**\*\***

**"common-law partner"** means a person living in a conjugal relationship with an employee for a continuous period of at least one (1) year (conjoint de fait);

**\*\***

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

## **ARTICLE 16**

### **NO DISCRIMINATION**

\*\*

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

\*\*

**16.04** Upon request by the complainant(s) and/or respondent(s) an official copy of the investigation report shall be provided to them by the Employer subject to the *Access to Information and Privacy Act*.

## **ARTICLE 17**

### **SEXUAL HARASSMENT**

\*\*

**17.04** Upon request by the complainant(s) and/or respondent(s) an official copy of the investigation report shall be provided to them by the Employer subject to the *Access to Information and Privacy Act*.

## **ARTICLE 18**

### **LEAVE GENERAL**

\*\*

#### **18.01**

(a) When an employee becomes subject to this Agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his or her earned hourly leave credits shall be reconverted into days, with one day being equal to seven and one-half (7 1/2) hours.

(b) Earned leave credits or other leave entitlements shall be equal to seven and one-half (7 1/2) hours per day.

(c) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.

(d) Notwithstanding the above, in clause 22.02, "Bereavement Leave with Pay," a "day" will mean a calendar day.

## **ARTICLE 19**

### **SICK LEAVE WITH PAY**

\*\*

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

## **ARTICLE 20**

### **VACATION LEAVE WITH PAY**

\*\*

#### **20.15 Appointment from a Separate Employer**

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

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

\*\*

#### **Exclusion**

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

#### **20.17**

(a) Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1<sup>st</sup>) day of the month following the employee's second (2<sup>nd</sup>) anniversary of service, as defined in clause 20.03.



**(b) Transitional Provision**

Effective on March 14, 2005, employees with more than two (2) years of service, as defined in clause 20.03, shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay.

(c) The vacation leave credits provided in clauses 20.17(a) and (b) above shall be excluded from the application of paragraph 20.08 dealing with the Carry-over and/or Liquidation of Vacation Leave.

**ARTICLE 22  
OTHER LEAVE WITH OR WITHOUT PAY**

\*\*

**22.01 Volunteer Leave**

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

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

**22.04 Maternity Allowance**

(a)

(iii)

\*\*

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

(allowance received)	X	(remaining period to be worked following her return to work)
		<hr/>

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

however, an employee whose specified period of employment expired and who is rehired in any portion of the Public Service of Canada in Part I of Schedule I of the *Public Service Staff Relations Act* within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

## **22.06 Parental Leave Without Pay**

\*\*

(c) Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to with the paragraphs (a) and (b) above may be taken in two periods.

\*\*

(d) Notwithstanding paragraphs (a) and (b):

(i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,

or

(ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

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

\*\*

(e) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the commencement date of such leave.

## **22.07 Parental Allowance**

(a)

(iii)

\*\*

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

(allowance received)	X	(remaining period to be worked following his/her return to work)
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[total period to be worked as specified in (B)]

however, an employee whose specified period of employment expired and who is rehired in any portion of the Public Service of Canada as specified in Part I of Schedule I of the *Public Service Staff Relations Act* within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

\*\*

(c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:

(i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;

(ii) for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance parental benefits he or she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period.

### **22.13 Leave with Pay for Family-Related Responsibilities**

\*\*

(c) Subject to paragraph (b), the Employer shall grant leave with pay under the following circumstances:

(i) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;

(ii) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;

(iii) to provide for the immediate and temporary care of an elderly member of the employee's family;

(iv) for needs directly related to the birth or to the adoption of the employee's child.

\*\*

(d) Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under sub-paragraph (c)(ii) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

### **22.17 Leave With or Without Pay for Other Reasons**

\*\*

#### **(b) Personal Leave**

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

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

## **ARTICLE 23**

### **EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT LEAVE**

\*\*

#### **23.19 Departmental Continuous Learning Consultation Committee**

(a) The parties to this Collective Agreement acknowledge the mutual benefits to be derived from consultation on Continuous Learning. To this effect the parties agree that such consultation will be held at the departmental level either through the existing Joint Consultation Committee or through the creation of a Departmental Continuous Learning Consultation Committee. A consultation committee as determined by the parties, may be established at the local, regional or national level.

(b) The Departmental Consultation Committee shall be composed of mutually agreeable numbers of employees and Employer representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.

(c) Employees forming the continuing membership of the Departmental Consultation Committees shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable travel time where applicable.

(d) The Employer recognizes the use of such committees for the purpose of providing information, discussing the application of policy, promoting understanding and reviewing problems.

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

## **ARTICLE 25**

### **PENOLOGICAL FACTOR ALLOWANCE**

#### **General**

\*\*

**25.02** The Penological Factor Allowance is used to provide additional compensation to an incumbent of a position who, by reason of duties being performed in a penitentiary, as defined in the *Corrections and Conditional Release Act* as amended from time to time, assumes additional responsibilities for the custody of inmates other than those exercised by the Correctional Group.

\*\*

**25.03** The payment of the allowance for the Penological Factor is determined by the designated security level of the penitentiary as determined by the Correctional Service of Canada. For those institutions with more than one (1) designated security level (i.e. multi-level institutions), the PFA shall be determined by the highest security level of the institution.

\*\*

#### **Amount of PFA**

**25.04**

<b>Penological Factor Allowance</b>		
<b>Designated Security level of the Penitentiary</b>		
<b>Maximum</b>	<b>Medium</b>	<b>Minimum</b>
\$2,000	\$1,000	\$600

## **ARTICLE 26**

### **PAY ADMINISTRATION**

\*\*

#### **26.03**

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

(b) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of this Agreement, the following shall apply:

(i) "retroactive period" for the purpose of subparagraphs (ii) to (v) means the period from the effective date of the revision up to and including the day before the collective agreement is signed or when an arbitral award is rendered 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 the groups identified in Article 7 of this Agreement during the retroactive period;

(iii) for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;

(iv) for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the *Public Service Terms and Conditions of Employment Regulations*, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;

(v) no payment or no notification shall be made pursuant to paragraph 26.03(b) for one dollar (\$1.00) or less.

## **ARTICLE 36**

### **NATIONAL JOINT COUNCIL AGREEMENTS**

\*\*

#### **36.03**

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

Bilingualism Bonus Directive

Commuting Assistance Directive

Foreign Service Directives

**Health / Safety**

Boiler and Pressure Vessels Directive

Committees and Representatives Directive

Hazardous Substances Directive

Electrical Directive

Elevated Work Structures Directive

Elevating Devices Directive

First-Aid Allowance Directive

First-Aid Safety and Health Directive

Hazardous Confined Spaces Directive

Materials Handling Safety Directive

Motor Vehicle Operations Directive

Noise Control and Hearing Conservation Directive

Personal Protective Equipment and Clothing Directive

Pesticides Directive

Refusal to Work Directive

Sanitation Directive

Tools and Machinery Directive

Use and Occupancy of Buildings Directive

Isolated Posts and Government Housing Directive

Memorandum of Understanding on the Definition of Spouse

NJC Relocation - IRP Directive

Public Service Health Care Plan Directive

Travel Directive

Uniforms Directive.

(b) During the term of this Agreement, other directives may be added to the above noted list.

## **ARTICLE 40**

### **DENTAL CARE PLAN**

\*\*

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

## **ARTICLE 45**

### **WORK YEAR AND HOURS OF WORK FOR THE ED-EST SUB-GROUP AND EU GROUP**

#### **Indian and Northern Affairs Canada**

\*\*

#### **45.01 Employees Who Work a Ten (10)-Month Work Year**

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

(b) Employees of the Department of Indian and Northern Affairs Canada who work a ten (10)-month work year and who wish to leave the service before the beginning of the next school year will make



every effort to submit their resignation no later than the 30<sup>th</sup> of April and shall provide one (1) month's notice of resignation to the Employer if they wish to leave the service during the school year.

### **Paragraph (c) applies only to ED-EST Sub-group**

(c) A teacher at the Department of Indian and Northern Affairs Canada shall have, as a minimum, an average of thirty-five (35) minutes per day uninterrupted preparation time during classroom hours. Each unit of preparation time shall be no less than twenty (20) minutes. Preparation time shall not include any teaching or supervisory responsibilities and shall not have an impact on the daily number of instructional minutes.

\*\*

**45.02** Except as provided in clause 45.04, the working day of an employee working a school year shall be the same as that designated by the province, territory or school unit in which the employee is working. The employee shall be entitled to the same designated holidays, Christmas break, Easter or mid-winter break, and summer break, as observed by school boards of the province or territory in which he or she works.

\*\*

**45.03** The commencement and termination of the school day of an employee covered by clause 45.01 shall be in accordance with the practice prevailing in non-federal schools of the province or territory in which the school is located with the additional provision that employees shall be required to be on duty fifteen (15) minutes before the time of opening of school in the morning.

\*\*

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

\*\*

**45.05** When an employee works (or attends orientation seminars at the request of the Employer) on a day other than a day provided for in clauses 45.01 or 45.04, he or she shall be provided compensation on a day-for-day basis. This payment shall be calculated in accordance with clause 2.01 ("daily rate of pay") as will any deduction from pay as a result of an employee being on leave without pay.

**45.06**

\*\*

### **Paragraph (b) applies only to EU Group**

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

\*\*

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

\*\*

### **Clauses 45.14 to 45.19 apply only to the Employees of the EU Group Who Work a Twelve (12)-Month Work Year**

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

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

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

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

**45.18** This clause applies only to Physical Education Instructors.

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

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

**45.19** The Employer will:

(a) notify the Alliance at the appropriate level, at least fourteen (14) calendar days before introduction of any change in the schedule of working hours if such change will affect a majority of the employees in any teaching unit;

(b) give reasonable notice of the change to those employees whose hours of work are affected by the change.

It is recognized that emergency situations may require the Employer to introduce changes in scheduled

hours of work on short notice.

## **ARTICLE 46**

### **WORK YEAR AND HOURS OF WORK FOR THE ED-LAT SUB-GROUP**

\*\*

#### **46.10**

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

(b) Notwithstanding the Employer's right to decide on course content and methods of delivery, hours of teaching shall include time spent in remote and/or direct contact with student(s). Remote contact includes but is not limited to the use of the internet, telephone, or other electronic means of communication.

## **ARTICLE 47**

### **PEDAGOGICAL BREAK**

\*\*

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

## **ARTICLE 50**

### **ALLOWANCES**

\*\*

Paragraph 50.01 and 50.02 applies only to ED-EST employees whose work year is twelve (12) months.

\*\*

#### **50.01 Principal's Allowance**

A principal of a school shall be paid an allowance for administrative and supervisory responsibilities at the following annual rates, calculated on September 1<sup>st</sup> of each year:

Effective on the date of signature of this agreement,

\$1,985 basic, plus:

\$ 540 for each teacher and teacher aide supervised from 1 to 12,  
and

\$ 295 for each teacher and teacher aide supervised from 13 or more.

Effective on the July 1, 2005,

\$2,030 basic, plus:

\$ 550 for each teacher and teacher aide supervised from 1 to 12,  
and

\$ 305 for each teacher and teacher aide supervised from 13 or more.

Effective on the July 1, 2006,

\$2,080 basic, plus:

\$ 565 for each teacher and teacher aide supervised from 1 to 12,  
and

\$ 310 for each teacher and teacher aide supervised from 13 or more.

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

\*\*

### **50.03 Department Head's Allowance**

A teacher who is a Department Head (including a Head Education Counsellor) shall be paid an allowance for administrative and supervisory responsibilities of:

Effective on the date of signature of this agreement: \$2,140 per annum.

Effective on July 1, 2005: \$2,190 per annum.

Effective on July 1, 2006: \$2,245 per annum.

\*\*

### **50.05 Allowance for Teachers of Specialist Subjects**

#### **(a) Definition**

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

**(b) Eligibility**

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

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

**(c) Allowance**

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

Effective on the date of signing of this agreement: \$965 per annum.

Effective on July 1, 2005: \$990 per annum.

Effective on July 1, 2006: \$1,015 per annum.

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

**(d) Grandfather protection**

Any employee who on the signing of the Memorandum of Agreement dated June 17, 2003 was receiving a specialist's allowance under clause 50.05 of the Education and Library Science collective agreement expiring on June 30, 2003, will be paid the allowance as long as he or she remains in his or her current substantive position.

**(e) Limitation**

The same courses will not be applied simultaneously towards salary determination as per the pay grid for Annual Rates of Pay set forth in Appendix A and towards a specialist allowance. If courses already used to determine the employee's eligibility for the specialist allowance are applied for salary determination as per the pay grid for Annual Rates of Pay set forth in Appendix A, the specialist

allowance will terminate. On the basis of other additional courses, an employee may reapply for a specialist allowance previously held when it can be determined through a re-evaluation of the total courses accumulated that he or she has met again the requirements in accordance with (a) and (b) for a specialist allowance.

\*\*

### **50.07 One-Room School Allowance**

A teacher employed in the Department of Indian and Northern Affairs Canada as the only teacher in a one-room school shall be paid an allowance of:

Effective on the date of signature of this agreement: \$1,180 per annum.

Effective on July 1, 2005: \$1,210 per annum.

Effective on July 1, 2006: \$1,240 per annum.

## **ARTICLE 58**

### **MATERNITY-RELATED REASSIGNMENT OR LEAVE**

\*\*

**58.01** An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24<sup>th</sup>) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child. On being informed of the cessation, the Employer, with the written consent of the employee, shall notify the appropriate work place committee or the health and safety representative.

## **ARTICLE 61**

### **LEAVE FOR ED-EST AND EU EMPLOYEES WHO WORK A TEN (10)-MONTH WORK YEAR**

\*\*

#### **61.02**

(a) Effective on the date of signing of this collective agreement, employees with more than two (2) year of service shall receive a one-time entitlement of thirty-seven decimal five (37.5) hours of leave with pay for personal reasons.

(b) Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of leave

with pay for personal reasons on the first (1<sup>st</sup>) day of the month following the second (2<sup>nd</sup>) anniversary of the employee's first year of service.

**\*\*ARTICLE 62,  
DANGEROUS GOODS**

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

**ARTICLE 63  
DURATION**

\*\*

**63.01** The provisions of this Agreement will expire on June 30, 2007.

Signed at Ottawa this 14<sup>th</sup> day of the month of March 2005.

**APPENDIX "A"**

**ANNEX "A1"**

**ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)**

**ANNUAL RATES OF PAY**

**(in dollars)**

**MARITIMES**

**(10 MONTH PAY PLAN)**

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 1</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	23724	24317	24864	25461	26098
2	25109	25737	26316	26948	27622
3	26495	27157	27768	28434	29145
4	27877	28574	29217	29918	30666
5	29262	29994	30669	31405	32190
6	30651	31417	32124	32895	33717

7	32025	32826	33565	34371	35230
8	33412	34247	35018	35858	36754
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 2</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	25125	25753	26332	26964	27638
2	26543	27207	27819	28487	29199
3	27961	28660	29305	30008	30758
4	29377	30111	30788	31527	32315
5	30793	31563	32273	33048	33874
6	32216	33021	33764	34574	35438
7	33637	34478	35254	36100	37003
8	35050	35926	36734	37616	38556
9	36464	37376	38217	39134	40112
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	28980	29705	30373	31102	31880
2	30404	31164	31865	32630	33446
3	31829	32625	33359	34160	35014
4	33257	34088	34855	35692	36584
5	34682	35549	36349	37221	38152
6	36110	37013	37846	38754	39723
7	37539	38477	39343	40287	41294
8	38961	39935	40834	41814	42859
9	40400	41410	42342	43358	44442
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	33851	34697	35478	36329	37237
2	35593	36483	37304	38199	39154
3	37342	38276	39137	40076	41078
4	39089	40066	40967	41950	42999
5	40832	41853	42795	43822	44918
6	42574	43638	44620	45691	46833
7	44318	45426	46448	47563	48752
8	46066	47218	48280	49439	50675
9	47810	49005	50108	51311	52594
10	49564	50803	51946	53193	54523
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 5</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	37233	38164	39023	39960	40959
2	39243	40224	41129	42116	43169
3	41245	42276	43227	44264	45371
4	43255	44336	45334	46422	47583
5	45264	46396	47440	48579	49793
6	47270	48452	49542	50731	51999
7	49275	50507	51643	52882	54204
8	51281	52563	53746	55036	56412



9	53287	54619	55848	57188	58618
10	55300	56683	57958	59349	60833
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 6</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	39369	40353	41261	42251	43307
2	41373	42407	43361	44402	45512
3	43382	44467	45468	46559	47723
4	45390	46525	47572	48714	49932
5	47395	48580	49673	50865	52137
6	49404	50639	51778	53021	54347
7	51408	52693	53879	55172	56551
8	53416	54751	55983	57327	58760
9	55422	56808	58086	59480	60967
10	57441	58877	60202	61647	63188

## ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)

### ANNUAL RATES OF PAY

(in dollars)

### QUEBEC

(10 MONTH PAY PLAN)

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 1</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	24970	25594	26170	26798	27468
2	26745	27414	28031	28704	29422
3	28524	29237	29895	30612	31377
4	30304	31062	31761	32523	33336
5	32086	32888	33628	34435	35296
6	33864	34711	35492	36344	37253
7	35643	36534	37356	38253	39209
8	37422	38358	39221	40162	41166
9	39212	40192	41096	42082	43134
10	40993	42018	42963	43994	45094
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 2</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	26914	27587	28208	28885	29607
2	28525	29238	29896	30614	31379
3	30148	30902	31597	32355	33164
4	31767	32561	33294	34093	34945
5	33384	34219	34989	35829	36725
6	35005	35880	36687	37567	38506
7	36624	37540	38385	39306	40289
8	38242	39198	40080	41042	42068

9	39862	40859	41778	42781	43851
10	41467	42504	43460	44503	45616
11	43086	44163	45157	46241	47397
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	29104	29832	30503	31235	32016
2	30766	31535	32245	33019	33844
3	32431	33242	33990	34806	35676
4	34102	34955	35741	36599	37514
5	35767	36661	37486	38386	39346
6	37428	38364	39227	40168	41172
7	39099	40076	40978	41961	43010
8	40765	41784	42724	43749	44843
9	42431	43492	44471	45538	46676
10	44099	45201	46218	47327	48510
11	45764	46908	47963	49114	50342
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	31656	32447	33177	33973	34822
2	33228	34059	34825	35661	36553
3	34805	35675	36478	37353	38287
4	36375	37284	38123	39038	40014
5	37949	38898	39773	40728	41746
6	39521	40509	41420	42414	43474
7	41089	42116	43064	44098	45200
8	42668	43735	44719	45792	46937
9	44235	45341	46361	47474	48661
10	45804	46949	48005	49157	50386
11	47380	48565	49658	50850	52121
12	48954	50178	51307	52538	53851
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 5</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	34590	35455	36253	37123	38051
2	36227	37133	37968	38879	39851
3	37866	38813	39686	40638	41654
4	39506	40494	41405	42399	43459
5	41141	42170	43119	44154	45258
6	42782	43852	44839	45915	47063
7	44421	45532	46556	47673	48865
8	46056	47207	48269	49427	50663
9	47695	48887	49987	51187	52467
10	49334	50567	51705	52946	54270
11	50965	52239	53414	54696	56063
12	52601	53916	55129	56452	57863
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 6</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>

1	37474	38411	39275	40218	41223
2	39297	40279	41185	42173	43227
3	41125	42153	43101	44135	45238
4	42950	44024	45015	46095	47247
5	44774	45893	46926	48052	49253
6	46603	47768	48843	50015	51265
7	48427	49638	50755	51973	53272
8	50253	51509	52668	53932	55280
9	52081	53383	54584	55894	57291
10	53909	55257	56500	57856	59302
11	55741	57135	58421	59823	61319
12	57569	59008	60336	61784	63329

## APPENDIX "A"

### ANNEX "A1"

#### ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)

#### ANNUAL RATES OF PAY

(in dollars)

#### ONTARIO

(10 MONTH PAY PLAN)

TEACHING EXPERIENCE	LEVEL 1	1/7/03	1/7/04	1/7/05	1/7/06
1	27443	28129	28762	29452	30188
2	28570	29284	29943	30662	31429
3	29694	30436	31121	31868	32665
4	30817	31587	32298	33073	33900
5	31947	32746	33483	34287	35144
6	33069	33896	34659	35491	36378
7	34193	35048	35837	36697	37614
8	35318	36201	37016	37904	38852
TEACHING EXPERIENCE	LEVEL 2	1/7/03	1/7/04	1/7/05	1/7/06
1	30909	31682	32395	33172	34001
2	32516	33329	34079	34897	35769
3	34117	34970	35757	36615	37530

4	35718	36611	37435	38333	39291
5	37319	38252	39113	40052	41053
6	38920	39893	40791	41770	42814
7	40522	41535	42470	43489	44576
8	42129	43182	44154	45214	46344
9	43715	44808	45816	46916	48089
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	32301	33109	33854	34666	35533
2	34070	34922	35708	36565	37479
3	35841	36737	37564	38466	39428
4	37610	38550	39417	40363	41372
5	39379	40363	41271	42262	43319
6	41148	42177	43126	44161	45265
7	42917	43990	44980	46060	47212
8	44686	45803	46834	47958	49157
9	46460	47622	48693	49862	51109
10	48224	49430	50542	51755	53049
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	36678	37595	38441	39364	40348
2	38619	39584	40475	41446	42482
3	40554	41568	42503	43523	44611
4	42492	43554	44534	45603	46743
5	44433	45544	46569	47687	48879
6	46371	47530	48599	49765	51009
7	48308	49516	50630	51845	53141
8	50247	51503	52662	53926	55274
9	52183	53488	54691	56004	57404
10	54119	55472	56720	58081	59533
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 5</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	38379	39338	40223	41188	42218
2	40328	41336	42266	43280	44362
3	42277	43334	44309	45372	46506
4	44226	45332	46352	47464	48651
5	46179	47333	48398	49560	50799
6	48124	49327	50437	51647	52938
7	50078	51330	52485	53745	55089
8	52027	53328	54528	55837	57233
9	53973	55322	56567	57925	59373
10	55932	57330	58620	60027	61528
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 6</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	41400	42435	43390	44431	45542
2	43838	44934	45945	47048	48224

3	46286	47443	48510	49674	50916
4	48729	49947	51071	52297	53604
5	51174	52453	53633	54920	56293
6	53616	54956	56193	57542	58981
7	56060	57462	58755	60165	61669
8	58613	60078	61430	62904	64477
9	60939	62462	63867	65400	67035
10	63389	64974	66436	68030	69731

## ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)

### ANNUAL RATES OF PAY

(in dollars)

#### MANITOBA

(10 MONTH PAY PLAN)

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 1</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	25619	26259	26850	27494	28181
2	26628	27294	27908	28578	29292
3	27634	28325	28962	29657	30398
4	28639	29355	30015	30735	31503
5	29645	30386	31070	31816	32611
6	30655	31421	32128	32899	33721
7	31660	32452	33182	33978	34827
8	32676	33493	34247	35069	35946
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 2</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	28005	28705	29351	30055	30806
2	29059	29785	30455	31186	31966
3	30111	30864	31558	32315	33123
4	31160	31939	32658	33442	34278
5	32216	33021	33764	34574	35438
6	33265	34097	34864	35701	36594
7	34318	35176	35967	36830	37751
8	35372	36256	37072	37962	38911
9	36416	37326	38166	39082	40059
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	30939	31712	32426	33204	34034
2	32202	33007	33750	34560	35424
3	33457	34293	35065	35907	36805
4	34713	35581	36382	37255	38186
5	35969	36868	37698	38603	39568

6	37225	38156	39015	39951	40950
7	38487	39449	40337	41305	42338
8	39744	40738	41655	42655	43721
9	40991	42016	42961	43992	45092
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	38217	39172	40053	41014	42039
2	40113	41116	42041	43050	44126
3	42017	43067	44036	45093	46220
4	43920	45018	46031	47136	48314
5	45820	46966	48023	49176	50405
6	47730	48923	50024	51225	52506
7	49624	50865	52009	53257	54588
8	51527	52815	54003	55299	56681
9	53432	54768	56000	57344	58778
10	55330	56713	57989	59381	60866
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 5</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	40690	41707	42645	43668	44760
2	42595	43660	44642	45713	46856
3	44504	45617	46643	47762	48956
4	46409	47569	48639	49806	51051
5	48316	49524	50638	51853	53149
6	50219	51474	52632	53895	55242
7	52122	53425	54627	55938	57336
8	54026	55377	56623	57982	59432
9	55934	57332	58622	60029	61530
10	57849	59295	60629	62084	63636
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 6</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	42876	43948	44937	46015	47165
2	44920	46043	47079	48209	49414
3	46961	48135	49218	50399	51659
4	49003	50228	51358	52591	53906
5	51047	52323	53500	54784	56154
6	53086	54413	55637	56972	58396
7	55135	56513	57785	59172	60651
8	57176	58605	59924	61362	62896
9	59221	60702	62068	63558	65147
10	61259	62790	64203	65744	67388

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

(in dollars)

**SASKATCHEWAN****(10 MONTH PAY PLAN)**

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 1</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	23833	24429	24979	25578	26217
2	25057	25683	26261	26891	27563
3	26287	26944	27550	28211	28916
4	27512	28200	28835	29527	30265
5	28734	29452	30115	30838	31609
6	29963	30712	31403	32157	32961
7	31189	31969	32688	33473	34310
8	32423	33234	33982	34798	35668
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 2</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	26917	27590	28211	28888	29610
2	28436	29147	29803	30518	31281
3	29943	30692	31383	32136	32939
4	31459	32245	32971	33762	34606
5	32980	33805	34566	35396	36281
6	34492	35354	36149	37017	37942
7	36003	36903	37733	38639	39605
8	37519	38457	39322	40266	41273
9	39037	40013	40913	41895	42942
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	30161	30915	31611	32370	33179
2	31659	32450	33180	33976	34825
3	33146	33975	34739	35573	36462
4	34638	35504	36303	37174	38103
5	36132	37035	37868	38777	39746
6	37622	38563	39431	40377	41386
7	39113	40091	40993	41977	43026
8	40607	41622	42558	43579	44668
9	42110	43163	44134	45193	46323
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	36931	37854	38706	39635	40626
2	38777	39746	40640	41615	42655
3	40618	41633	42570	43592	44682
4	42467	43529	44508	45576	46715
5	44309	45417	46439	47554	48743
6	46151	47305	48369	49530	50768
7	48005	49205	50312	51519	52807
8	49843	51089	52239	53493	54830

9	51684	52976	54168	55468	56855
10	53544	54883	56118	57465	58902
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 5</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	40120	41123	42048	43057	44133
2	41926	42974	43941	44996	46121
3	43722	44815	45823	46923	48096
4	45531	46669	47719	48864	50086
5	47329	48512	49604	50794	52064
6	49130	50358	51491	52727	54045
7	50930	52203	53378	54659	56025
8	52730	54048	55264	56590	58005
9	54533	55896	57154	58526	59989
10	56332	57740	59039	60456	61967
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 6</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	42436	43497	44476	45543	46682
2	44241	45347	46367	47480	48667
3	46041	47192	48254	49412	50647
4	47845	49041	50144	51347	52631
5	49647	50888	52033	53282	54614
6	51447	52733	53919	55213	56593
7	53247	54578	55806	57145	58574
8	55052	56428	57698	59083	60560
9	56850	58271	59582	61012	62537
10	58644	60110	61462	62937	64510

## **ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)**

### **ANNUAL RATES OF PAY**

**(in dollars)**

### **ALBERTA**

**(10 MONTH PAY PLAN)**

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 1</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	24972	25596	26172	26800	27470
2	26340	26999	27606	28269	28976
3	27703	28396	29035	29732	30475
4	29065	29792	30462	31193	31973
5	30435	31196	31898	32664	33481
6	31800	32595	33328	34128	34981
7	33162	33991	34756	35590	36480
8	34523	35386	36182	37050	37976



<b>TEACHING EXPERIENCE</b>	<b>LEVEL 2</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	27945	28644	29288	29991	30741
2	29693	30435	31120	31867	32664
3	31441	32227	32952	33743	34587
4	33191	34021	34786	35621	36512
5	34935	35808	36614	37493	38430
6	36680	37597	38443	39366	40350
7	38425	39386	40272	41239	42270
8	40173	41177	42103	43113	44191
9	41914	42962	43929	44983	46108
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	32681	33498	34252	35074	35951
2	34429	35290	36084	36950	37874
3	36178	37082	37916	38826	39797
4	37921	38869	39744	40698	41715
5	39668	40660	41575	42573	43637
6	41417	42452	43407	44449	45560
7	43160	44239	45234	46320	47478
8	44910	46033	47069	48199	49404
9	46651	47817	48893	50066	51318
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	37804	38749	39621	40572	41586
2	39889	40886	41806	42809	43879
3	41981	43031	43999	45055	46181
4	44074	45176	46192	47301	48484
5	46167	47321	48386	49547	50786
6	48257	49463	50576	51790	53085
7	50350	51609	52770	54036	55387
8	52437	53748	54957	56276	57683
9	54532	55895	57153	58525	59988
10	56620	58036	59342	60766	62285
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 5</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	39877	40874	41794	42797	43867
2	41993	43043	44011	45067	46194
3	44108	45211	46228	47337	48520
4	46224	47380	48446	49609	50849
5	48346	49555	50670	51886	53183
6	50462	51724	52888	54157	55511
7	52575	53889	55102	56424	57835
8	54690	56057	57318	58694	60161
9	56810	58230	59540	60969	62493
10	58923	60396	61755	63237	64818

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 6</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	42243	43299	44273	45336	46469
2	44356	45465	46488	47604	48794
3	46476	47638	48710	49879	51126
4	48590	49805	50926	52148	53452
5	50708	51976	53145	54420	55781
6	52821	54142	55360	56689	58106
7	54941	56315	57582	58964	60438
8	57054	58480	59796	61231	62762
9	59172	60651	62016	63504	65092
10	61292	62824	64238	65780	67425

## **APPENDIX "A"**

### **ANNEX "A1"**

#### **ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)**

#### **ANNUAL RATES OF PAY**

**(in dollars)**

#### **BRITISH COLUMBIA**

**(10 MONTH PAY PLAN)**

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 1</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	27975	28674	29319	30023	30774
2	29419	30154	30832	31572	32361
3	30868	31640	32352	33128	33956
4	32319	33127	33872	34685	35552
5	33764	34608	35387	36236	37142
6	35211	36091	36903	37789	38734
7	36657	37573	38418	39340	40324
8	38104	39057	39936	40894	41916
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 2</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	30432	31193	31895	32660	33477
2	31859	32655	33390	34191	35046
3	33281	34113	34881	35718	36611

4	34708	35576	36376	37249	38180
5	36129	37032	37865	38774	39743
6	37554	38493	39359	40304	41312
7	38979	39953	40852	41832	42878
8	40403	41413	42345	43361	44445
9	41827	42873	43838	44890	46012
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	33833	34679	35459	36310	37218
2	35762	36656	37481	38381	39341
3	37693	38635	39504	40452	41463
4	39622	40613	41527	42524	43587
5	41552	42591	43549	44594	45709
6	43481	44568	45571	46665	47832
7	45413	46548	47595	48737	49955
8	47340	48524	49616	50807	52077
9	49270	50502	51638	52877	54199
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	36413	37323	38163	39079	40056
2	38444	39405	40292	41259	42290
3	40472	41484	42417	43435	44521
4	42502	43565	44545	45614	46754
5	44529	45642	46669	47789	48984
6	46560	47724	48798	49969	51218
7	48589	49804	50925	52147	53451
8	50620	51886	53053	54326	55684
9	52648	53964	55178	56502	57915
10	54681	56048	57309	58684	60151
11	56708	58126	59434	60860	62382
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 5</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	39140	40119	41022	42007	43057
2	41413	42448	43403	44445	45556
3	43687	44779	45787	46886	48058
4	45957	47106	48166	49322	50555
5	48232	49438	50550	51763	53057
6	50502	51765	52930	54200	55555
7	52776	54095	55312	56639	58055
8	55053	56429	57699	59084	60561
9	57323	58756	60078	61520	63058
10	59599	61089	62464	63963	65562
11	61870	63417	64844	66400	68060
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 6</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	42354	43413	44390	45455	46591

2	44534	45647	46674	47794	48989
3	46716	47884	48961	50136	51389
4	48901	50124	51252	52482	53794
5	51083	52360	53538	54823	56194
6	53270	54602	55831	57171	58600
7	55451	56837	58116	59511	60999
8	57635	59076	60405	61855	63401
9	59818	61313	62693	64198	65803
10	62001	63551	64981	66541	68205
11	64183	65788	67268	68882	70604

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## ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)

### GUIDANCE AND VOCATIONAL COUNSELLOR

#### ANNUAL RATES OF PAY

(in dollars)

#### MARITIMES

(12 MONTH PAY PLAN)

#### INDIAN AND NORTHERN AFFAIRS CANADA

TEACHING EXPERIENCE	LEVEL 1	1/7/03	1/7/04	1/7/05	1/7/06
1	25815	26460	27055	27704	28397
2	27317	28000	28630	29317	30050
3	28823	29544	30209	30934	31707
4	30317	31075	31774	32537	33350
5	31822	32618	33352	34152	35006
6	33326	34159	34928	35766	36660
7	34823	35694	36497	37373	38307
8	36326	37234	38072	38986	39961
TEACHING EXPERIENCE	LEVEL 2	1/7/03	1/7/04	1/7/05	1/7/06
1	27343	28027	28658	29346	30080
2	28881	29603	30269	30995	31770
3	30426	31187	31889	32654	33470
4	31965	32764	33501	34305	35163
5	33508	34346	35119	35962	36861
6	35049	35925	36733	37615	38555
7	36590	37505	38349	39269	40251
8	38131	39084	39963	40922	41945
9	39690	40682	41597	42595	43660
TEACHING EXPERIENCE	LEVEL 3	1/7/03	1/7/04	1/7/05	1/7/06
1	31539	32327	33054	33847	34693

2	33087	33914	34677	35509	36397
3	34646	35512	36311	37182	38112
4	36193	37098	37933	38843	39814
5	37750	38694	39565	40515	41528
6	39303	40286	41192	42181	43236
7	40852	41873	42815	43843	44939
8	42409	43469	44447	45514	46652
9	43962	45061	46075	47181	48361
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	36839	37760	38610	39537	40525
2	38745	39714	40608	41583	42623
3	40644	41660	42597	43619	44709
4	42546	43610	44591	45661	46803
5	44447	45558	46583	47701	48894
6	46348	47507	48576	49742	50986
7	48248	49454	50567	51781	53076
8	50153	51407	52564	53826	55172
9	52055	53356	54557	55866	57263
10	53941	55290	56534	57891	59338
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 5</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	40519	41532	42466	43485	44572
2	42708	43776	44761	45835	46981
3	44896	46018	47053	48182	49387
4	47085	48262	49348	50532	51795
5	49265	50497	51633	52872	54194
6	51453	52739	53926	55220	56601
7	53637	54978	56215	57564	59003
8	55823	57219	58506	59910	61408
9	58011	59461	60799	62258	63814
10	60185	61690	63078	64592	66207
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 6</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	42849	43920	44908	45986	47136
2	45034	46160	47199	48332	49540
3	47221	48402	49491	50679	51946
4	49408	50643	51782	53025	54351
5	51592	52882	54072	55370	56754
6	53781	55126	56366	57719	59162
7	55966	57365	58656	60064	61566
8	58148	59602	60943	62406	63966
9	60336	61844	63235	64753	66372
10	62512	64075	65517	67089	68766

**ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)****GUIDANCE AND VOCATIONAL COUNSELLOR****ANNUAL RATES OF PAY****(in dollars)****QUEBEC****(12 MONTH PAY PLAN)****INDIAN AND NORTHERN AFFAIRS CANADA**

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 1</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	27617	28307	28944	29639	30380
2	29585	30325	31007	31751	32545
3	31550	32339	33067	33861	34708
4	33523	34361	35134	35977	36876
5	35492	36379	37198	38091	39043
6	37460	38397	39261	40203	41208
7	39430	40416	41325	42317	43375
8	41401	42436	43391	44432	45543
9	43366	44450	45450	46541	47705
10	45338	46471	47517	48657	49873
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 2</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	29761	30505	31191	31940	32739
2	31550	32339	33067	33861	34708
3	33341	34175	34944	35783	36678
4	35131	36009	36819	37703	38646
5	36924	37847	38699	39628	40619
6	38714	39682	40575	41549	42588
7	40500	41513	42447	43466	44553
8	42294	43351	44326	45390	46525
9	44082	45184	46201	47310	48493
10	45860	47007	48065	49219	50449
11	47647	48838	49937	51135	52413
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	32189	32994	33736	34546	35410
2	34034	34885	35670	36526	37439
3	35879	36776	37603	38505	39468
4	37720	38663	39533	40482	41494
5	39560	40549	41461	42456	43517
6	41411	42446	43401	44443	45554
7	43253	44334	45332	46420	47581
8	45096	46223	47263	48397	49607
9	46940	48114	49197	50378	51637

10	48770	49989	51114	52341	53650
11	50613	51878	53045	54318	55676
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	35014	35889	36697	37578	38517
2	36757	37676	38524	39449	40435
3	38496	39458	40346	41314	42347
4	40236	41242	42170	43182	44262
5	41972	43021	43989	45045	46171
6	43712	44805	45813	46913	48086
7	45452	46588	47636	48779	49998
8	47189	48369	49457	50644	51910
9	48926	50149	51277	52508	53821
10	50670	51937	53106	54381	55741
11	52404	53714	54923	56241	57647
12	54139	55492	56741	58103	59556
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 5</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	38255	39211	40093	41055	42081
2	40065	41067	41991	42999	44074
3	41876	42923	43889	44942	46066
4	43684	44776	45783	46882	48054
5	45498	46635	47684	48828	50049
6	47304	48487	49578	50768	52037
7	49116	50344	51477	52712	54030
8	50924	52197	53371	54652	56018
9	52736	54054	55270	56596	58011
10	54544	55908	57166	58538	60001
11	56365	57774	59074	60492	62004
12	58173	59627	60969	62432	63993
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 6</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	41439	42475	43431	44473	45585
2	43463	44550	45552	46645	47811
3	45483	46620	47669	48813	50033
4	47505	48693	49789	50984	52259
5	49526	50764	51906	53152	54481
6	51546	52835	54024	55321	56704
7	53560	54899	56134	57481	58918
8	55585	56975	58257	59655	61146
9	57606	59046	60375	61824	63370
10	59623	61114	62489	63989	65589
11	61650	63191	64613	66164	67818
12	63669	65261	66729	68330	70038

**ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)****GUIDANCE AND VOCATIONAL COUNSELLOR****ANNUAL RATES OF PAY****(in dollars)****ONTARIO****(12 MONTH PAY PLAN)****INDIAN AND NORTHERN AFFAIRS CANADA**

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 1</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	29869	30616	31305	32056	32857
2	31094	31871	32588	33370	34204
3	32318	33126	33871	34684	35551
4	33537	34375	35148	35992	36892
5	34768	35637	36439	37314	38247
6	35990	36890	37720	38625	39591
7	37216	38146	39004	39940	40939
8	38434	39395	40281	41248	42279
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 2</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	33644	34485	35261	36107	37010
2	35385	36270	37086	37976	38925
3	37129	38057	38913	39847	40843
4	38869	39841	40737	41715	42758
5	40612	41627	42564	43586	44676
6	42356	43415	44392	45457	46593
7	44098	45200	46217	47326	48509
8	45835	46981	48038	49191	50421
9	47572	48761	49858	51055	52331
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	35153	36032	36843	37727	38670
2	37075	38002	38857	39790	40785
3	39001	39976	40875	41856	42902
4	40923	41946	42890	43919	45017
5	42848	43919	44907	45985	47135
6	44772	45891	46924	48050	49251
7	46697	47864	48941	50116	51369
8	48622	49838	50959	52182	53487
9	50545	51809	52975	54246	55602
10	52481	53793	55003	56323	57731
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	39924	40922	41843	42847	43918



2	42032	43083	44052	45109	46237
3	44139	45242	46260	47370	48554
4	46251	47407	48474	49637	50878
5	48357	49566	50681	51897	53194
6	50465	51727	52891	54160	55514
7	52575	53889	55102	56424	57835
8	54682	56049	57310	58685	60152
9	56790	58210	59520	60948	62472
10	58891	60363	61721	63202	64782
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 5</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	41770	42814	43777	44828	45949
2	43889	44986	45998	47102	48280
3	46020	47171	48232	49390	50625
4	48139	49342	50452	51663	52955
5	50265	51522	52681	53945	55294
6	52389	53699	54907	56225	57631
7	54512	55875	57132	58503	59966
8	56633	58049	59355	60780	62300
9	58758	60227	61582	63060	64637
10	60869	62391	63795	65326	66959
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 6</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	45054	46180	47219	48352	49561
2	47718	48911	50011	51211	52491
3	50377	51636	52798	54065	55417
4	53038	54364	55587	56921	58344
5	55701	57094	58379	59780	61275
6	58358	59817	61163	62631	64197
7	61016	62541	63948	65483	67120
8	63641	65232	66700	68301	70009
9	66011	67661	69183	70843	72614
10	68379	70088	71665	73385	75220

**APPENDIX "A"****ANNEX "A1"****ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-**

EST)

**GUIDANCE AND VOCATIONAL COUNSELLOR****ANNUAL RATES OF PAY**

(in dollars)

**MANITOBA**

(12 MONTH PAY PLAN)

**INDIAN AND NORTHERN AFFAIRS CANADA**

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 1</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	29042	29768	30438	31169	31948
2	30182	30937	31633	32392	33202
3	31324	32107	32829	33617	34457
4	32463	33275	34024	34841	35712
5	33610	34450	35225	36070	36972
6	34750	35619	36420	37294	38226
7	35890	36787	37615	38518	39481
8	37040	37966	38820	39752	40746
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 2</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	31747	32541	33273	34072	34924
2	32931	33754	34513	35341	36225
3	34125	34978	35765	36623	37539
4	35314	36197	37011	37899	38846
5	36506	37419	38261	39179	40158
6	37694	38636	39505	40453	41464
7	38886	39858	40755	41733	42776
8	40079	41081	42005	43013	44088
9	41277	42309	43261	44299	45406
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	35081	35958	36767	37649	38590
2	36501	37414	38256	39174	40153
3	37929	38877	39752	40706	41724
4	39347	40331	41238	42228	43284
5	40776	41795	42735	43761	44855
6	42202	43257	44230	45292	46424
7	43627	44718	45724	46821	47992
8	45046	46172	47211	48344	49553
9	46474	47636	48708	49877	51124
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	43315	44398	45397	46487	47649
2	45472	46609	47658	48802	50022
3	47632	48823	49922	51120	52398

4	49786	51031	52179	53431	54767
5	51946	53245	54443	55750	57144
6	54098	55450	56698	58059	59510
7	56252	57658	58955	60370	61879
8	58410	59870	61217	62686	64253
9	60566	62080	63477	65000	66625
10	62723	64291	65738	67316	68999
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 5</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	46133	47286	48350	49510	50748
2	48291	49498	50612	51827	53123
3	50456	51717	52881	54150	55504
4	52614	53929	55142	56465	57877
5	54778	56147	57410	58788	60258
6	56936	58359	59672	61104	62632
7	59103	60581	61944	63431	65017
8	61263	62795	64208	65749	67393
9	63412	64997	66459	68054	69755
10	65340	66974	68481	70125	71878
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 6</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	48610	49825	50946	52169	53473
2	50923	52196	53370	54651	56017
3	53239	54570	55798	57137	58565
4	55556	56945	58226	59623	61114
5	57866	59313	60648	62104	63657
6	60185	61690	63078	64592	66207
7	62497	64059	65500	67072	68749
8	64652	66268	67759	69385	71120
9	66711	68379	69918	71596	73386
10	68774	70493	72079	73809	75654

## **ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)**

### **GUIDANCE AND VOCATIONAL COUNSELLOR**

#### **ANNUAL RATES OF PAY**

**(in dollars)**

#### **SASKATCHEWAN**

**(12 MONTH PAY PLAN)**

#### **INDIAN AND NORTHERN AFFAIRS CANADA**

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 1</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	26578	27242	27855	28524	29237

2	27943	28642	29286	29989	30739
3	29312	30045	30721	31458	32244
4	30673	31440	32147	32919	33742
5	32042	32843	33582	34388	35248
6	33407	34242	35012	35852	36748
7	34774	35643	36445	37320	38253
8	36147	37051	37885	38794	39764
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 2</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	30013	30763	31455	32210	33015
2	31702	32495	33226	34023	34874
3	33395	34230	35000	35840	36736
4	35082	35959	36768	37650	38591
5	36775	37694	38542	39467	40454
6	38466	39428	40315	41283	42315
7	40155	41159	42085	43095	44172
8	41845	42891	43856	44909	46032
9	43525	44613	45617	46712	47880
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	33633	34474	35250	36096	36998
2	35293	36175	36989	37877	38824
3	36957	37881	38733	39663	40655
4	38623	39589	40480	41452	42488
5	40288	41295	42224	43237	44318
6	41953	43002	43970	45025	46151
7	43612	44702	45708	46805	47975
8	45274	46406	47450	48589	49804
9	46954	48128	49211	50392	51652
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	41185	42215	43165	44201	45306
2	43240	44321	45318	46406	47566
3	45303	46436	47481	48621	49837
4	47361	48545	49637	50828	52099
5	49416	50651	51791	53034	54360
6	51479	52766	53953	55248	56629
7	53535	54873	56108	57455	58891
8	55598	56988	58270	59668	61160
9	57656	59097	60427	61877	63424
10	59696	61188	62565	64067	65669
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 5</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	44740	45859	46891	48016	49216
2	46748	47917	48995	50171	51425
3	48757	49976	51100	52326	53634

4	50762	52031	53202	54479	55841
5	52772	54091	55308	56635	58051
6	54784	56154	57417	58795	60265
7	56792	58212	59522	60951	62475
8	58798	60268	61624	63103	64681
9	60806	62326	63728	65257	66888
10	62811	64381	65830	67410	69095
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 6</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	47321	48504	49595	50785	52055
2	49326	50559	51697	52938	54261
3	51339	52622	53806	55097	56474
4	53347	54681	55911	57253	58684
5	55352	56736	58013	59405	60890
6	57360	58794	60117	61560	63099
7	59372	60856	62225	63718	65311
8	61382	62917	64333	65877	67524
9	63387	64972	66434	68028	69729
10	65320	66953	68459	70102	71855

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## ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)

### GUIDANCE AND VOCATIONAL COUNSELLOR

#### ANNUAL RATES OF PAY

(in dollars)

#### ALBERTA

(12 MONTH PAY PLAN)

#### INDIAN AND NORTHERN AFFAIRS CANADA

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 1</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	26961	27635	28257	28935	29658
2	28437	29148	29804	30519	31282
3	29906	30654	31344	32096	32898
4	31384	32169	32893	33682	34524
5	32854	33675	34433	35259	36140
6	34327	35185	35977	36840	37761
7	35802	36697	37523	38424	39385
8	37275	38207	39067	40005	41005
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 2</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	30174	30928	31624	32383	33193
2	32059	32860	33599	34405	35265
3	33943	34792	35575	36429	37340

4	35829	36725	37551	38452	39413
5	37710	38653	39523	40472	41484
6	39598	40588	41501	42497	43559
7	41481	42518	43475	44518	45631
8	43366	44450	45450	46541	47705
9	45251	46382	47426	48564	49778
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	35284	36166	36980	37868	38815
2	37164	38093	38950	39885	40882
3	39048	40024	40925	41907	42955
4	40934	41957	42901	43931	45029
5	42816	43886	44873	45950	47099
6	44705	45823	46854	47978	49177
7	46589	47754	48828	50000	51250
8	48468	49680	50798	52017	53317
9	50363	51622	52783	54050	55401
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	40811	41831	42772	43799	44894
2	43066	44143	45136	46219	47374
3	45320	46453	47498	48638	49854
4	47582	48772	49869	51066	52343
5	49840	51086	52235	53489	54826
6	52093	53395	54596	55906	57304
7	54350	55709	56962	58329	59787
8	56607	58022	59327	60751	62270
9	58867	60339	61697	63178	64757
10	61129	62657	64067	65605	67245
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 5</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	43050	44126	45119	46202	47357
2	45343	46477	47523	48664	49881
3	47625	48816	49914	51112	52390
4	49909	51157	52308	53563	54902
5	52198	53503	54707	56020	57421
6	54484	55846	57103	58473	59935
7	56771	58190	59499	60927	62450
8	59055	60531	61893	63378	64962
9	61337	62870	64285	65828	67474
10	63619	65209	66676	68276	69983
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 6</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	45605	46745	47797	48944	50168
2	47892	49089	50194	51399	52684
3	50178	51432	52589	53851	55197

4	52464	53776	54986	56306	57714
5	54750	56119	57382	58759	60228
6	57036	58462	59777	61212	62742
7	59324	60807	62175	63667	65259
8	61604	63144	64565	66115	67768
9	63890	65487	66960	68567	70281
10	65964	67613	69134	70793	72563

## ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)

### GUIDANCE AND VOCATIONAL COUNSELLOR

#### ANNUAL RATES OF PAY

(in dollars)

#### BRITISH COLUMBIA

(12 MONTH PAY PLAN)

#### INDIAN AND NORTHERN AFFAIRS CANADA

TEACHING EXPERIENCE	LEVEL 1	1/7/03	1/7/04	1/7/05	1/7/06
1	30691	31458	32166	32938	33761
2	32278	33085	33829	34641	35507
3	33866	34713	35494	36346	37255
4	35451	36337	37155	38047	38998
5	37039	37965	38819	39751	40745
6	38627	39593	40484	41456	42492
7	40216	41221	42148	43160	44239
8	41802	42847	43811	44862	45984
TEACHING EXPERIENCE	LEVEL 2	1/7/03	1/7/04	1/7/05	1/7/06
1	33386	34221	34991	35831	36727
2	34947	35821	36627	37506	38444
3	36511	37424	38266	39184	40164
4	38073	39025	39903	40861	41883
5	39637	40628	41542	42539	43602
6	41198	42228	43178	44214	45319
7	42760	43829	44815	45891	47038
8	44323	45431	46453	47568	48757
9	45885	47032	48090	49244	50475
TEACHING EXPERIENCE	LEVEL 3	1/7/03	1/7/04	1/7/05	1/7/06
1	37113	38041	38897	39831	40827
2	39231	40212	41117	42104	43157
3	41349	42383	43337	44377	45486
4	43466	44553	45555	46648	47814

5	45583	46723	47774	48921	50144
6	47704	48897	49997	51197	52477
7	49816	51061	52210	53463	54800
8	51933	53231	54429	55735	57128
9	54051	55402	56649	58009	59459
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	39906	40904	41824	42828	43899
2	42094	43146	44117	45176	46305
3	44279	45386	46407	47521	48709
4	46464	47626	48698	49867	51114
5	48652	49868	50990	52214	53519
6	50833	52104	53276	54555	55919
7	53015	54340	55563	56897	58319
8	55204	56584	57857	59246	60727
9	57386	58821	60144	61587	63127
10	59571	61060	62434	63932	65530
11	61757	63301	64725	66278	67935
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 5</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	42842	43913	44901	45979	47128
2	45237	46368	47411	48549	49763
3	47635	48826	49925	51123	52401
4	50029	51280	52434	53692	55034
5	52425	53736	54945	56264	57671
6	54822	56193	57457	58836	60307
7	57219	58649	59969	61408	62943
8	59613	61103	62478	63977	65576
9	62009	63559	64989	66549	68213
10	64403	66013	67498	69118	70846
11	66800	68470	70011	71691	73483
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 6</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	46342	47501	48570	49736	50979
2	48619	49834	50955	52178	53482
3	50891	52163	53337	54617	55982
4	53159	54488	55714	57051	58477
5	55427	56813	58091	59485	60972
6	57702	59145	60476	61927	63475
7	59972	61471	62854	64362	65971
8	62242	63798	65233	66799	68469
9	64511	66124	67612	69235	70966
10	66787	68457	69997	71677	73469
11	69058	70784	72377	74114	75967



**APPENDIX "A"****ANNEX "A1-2"****ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)****ANNUAL RATES OF PAY****(in dollars)****ONTARIO****(10 MONTH PAY PLAN)****TEACHERS - INDIAN AND NORTHERN AFFAIRS CANADA**

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 1</b>	<b>X 1/7/03</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
0		27443	28129	28762	29452	30188
1	27443	29638	30379	31063	31809	32604
2	28570	30856	31627	32339	33115	33943
3	29694	32070	32872	33612	34419	35279
4	30817	33282	34114	34882	35719	36612
5	31947	34503	35366	36162	37030	37956
6	33069	35715	36608	37432	38330	39288
7	34193	36928	37851	38703	39632	40623
8	35318	38143	39097	39977	40936	41959
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 2</b>	<b>X 1/7/03</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
0		30909	31682	32395	33172	34001
1	30909	33382	34217	34987	35827	36723
2	32516	35117	35995	36805	37688	38630
3	34117	36846	37767	38617	39544	40533
4	35718	38575	39539	40429	41399	42434
5	37319	40305	41313	42243	43257	44338
6	38920	42034	43085	44054	45111	46239
7	40522	43764	44858	45867	46968	48142
8	42129	45499	46636	47685	48829	50050
9	43715	47212	48392	49481	50669	51936
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>X 1/7/03</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
0		32301	33109	33854	34666	35533
1	32301	34885	35757	36562	37439	38375
2	34070	36796	37716	38565	39491	40478
3	35841	38708	39676	40569	41543	42582
4	37610	40619	41634	42571	43593	44683
5	39379	42529	43592	44573	45643	46784
6	41148	44440	45551	46576	47694	48886

7	42917	46350	47509	48578	49744	50988
8	44686	48261	49468	50581	51795	53090
9	46460	50177	51431	52588	53850	55196
10	48224	52082	53384	54585	55895	57292
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>X</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
0		36678	37595	38441	39364	40348
1	36678	39612	40602	41516	42512	43575
2	38619	41709	42752	43714	44763	45882
3	40554	43798	44893	45903	47005	48180
4	42492	45891	47038	48096	49250	50481
5	44433	47988	49188	50295	51502	52790
6	46371	50081	51333	52488	53748	55092
7	48308	52173	53477	54680	55992	57392
8	50247	54267	55624	56876	58241	59697
9	52183	56358	57767	59067	60485	61997
10	54119	58449	59910	61258	62728	64296
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 5</b>	<b>X</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
0		38379	39338	40223	41188	42218
1	38379	41449	42485	43441	44484	45596
2	40328	43554	44643	45647	46743	47912
3	42277	45659	46800	47853	49001	50226
4	44226	47764	48958	50060	51261	52543
5	46179	49873	51120	52270	53524	54862
6	48124	51974	53273	54472	55779	57173
7	50078	54084	55436	56683	58043	59494
8	52027	56189	57594	58890	60303	61811
9	53973	58291	59748	61092	62558	64122
10	55932	60407	61917	63310	64829	66450
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 6</b>	<b>X</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
0		41400	42435	43390	44431	45542
1	41400	44712	45830	46861	47986	49186
2	43838	47345	48529	49621	50812	52082
3	46286	49989	51239	52392	53649	54990
4	48729	52627	53943	55157	56481	57893
5	51174	55268	56650	57925	59315	60798
6	53616	57905	59353	60688	62145	63699
7	56060	60545	62059	63455	64978	66602
8	58613	63302	64885	66345	67937	69635
9	60939	65814	67459	68977	70632	72398
10	63389	68460	70172	71751	73473	75310

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

**ALBERTA****(10 MONTH PAY PLAN)****TEACHERS - INDIAN AND NORTHERN AFFAIRS CANADA**

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 1</b>	<b>X 1/7/03</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
0		24972	25596	26172	26800	27470
1	24972	27469	28156	28790	29481	30218
2	26340	28974	29698	30366	31095	31872
3	27703	30473	31235	31938	32705	33523
4	29065	31972	32771	33508	34312	35170
5	30435	33479	34316	35088	35930	36828
6	31800	34980	35855	36662	37542	38481
7	33162	36478	37390	38231	39149	40128
8	34523	37975	38924	39800	40755	41774
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 2</b>	<b>X 1/7/03</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
0		27945	28644	29288	29991	30741
1	27945	30740	31509	32218	32991	33816
2	29693	32662	33479	34232	35054	35930
3	31441	34585	35450	36248	37118	38046
4	33191	36510	37423	38265	39183	40163
5	34935	38429	39390	40276	41243	42274
6	36680	40348	41357	42288	43303	44386
7	38425	42268	43325	44300	45363	46497
8	40173	44190	45295	46314	47426	48612
9	41914	46105	47258	48321	49481	50718
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>X 1/7/03</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
0		32681	33498	34252	35074	35951
1	32681	35949	36848	37677	38581	39546
2	34429	37872	38819	39692	40645	41661
3	36178	39796	40791	41709	42710	43778
4	37921	41713	42756	43718	44767	45886
5	39668	43635	44726	45732	46830	48001
6	41417	45559	46698	47749	48895	50117
7	43160	47476	48663	49758	50952	52226
8	44910	49401	50636	51775	53018	54343
9	46651	51316	52599	53782	55073	56450
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>X 1/7/03</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
0		37804	38749	39621	40572	41586
1	37804	41584	42624	43583	44629	45745
2	39889	43878	44975	45987	47091	48268
3	41981	46179	47333	48398	49560	50799
4	44074	48481	49693	50811	52030	53331
5	46167	50784	52054	53225	54502	55865
6	48257	53083	54410	55634	56969	58393
7	50350	55385	56770	58047	59440	60926
8	52437	57681	59123	60453	61904	63452
9	54532	59985	61485	62868	64377	65986

10	56620	62282	63839	65275	66842	68513
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 5</b>	<b>X</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
0		39877	40874	41794	42797	43867
1	39877	43865	44962	45974	47077	48254
2	41993	46192	47347	48412	49574	50813
3	44108	48519	49732	50851	52071	53373
4	46224	50846	52117	53290	54569	55933
5	48346	53181	54511	55737	57075	58502
6	50462	55508	56896	58176	59572	61061
7	52575	57833	59279	60613	62068	63620
8	54690	60159	61663	63050	64563	66177
9	56810	62491	64053	65494	67066	68743
10	58923	64815	66435	67930	69560	71299
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 6</b>	<b>X</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
0		42243	43299	44273	45336	46469
1	42243	46467	47629	48701	49870	51117
2	44356	48792	50012	51137	52364	53673
3	46476	51124	52402	53581	54867	56239
4	48590	53449	54785	56018	57362	58796
5	50708	55779	57173	58459	59862	61359
6	52821	58103	59556	60896	62358	63917
7	54941	60435	61946	63340	64860	66482
8	57054	62759	64328	65775	67354	69038
9	59172	65089	66716	68217	69854	71600
10	61292	67421	69107	70662	72358	74167

## ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)

### ANNUAL RATES OF PAY

(in dollars)

### ONTARIO

**X) Effective July 1, 2003 - Restructure**

**A) Effective July 1, 2003**

**B) Effective July 1, 2004**

**C) Effective July 1, 2005**

**D) Effective July 1, 2006**

### PRINCIPALS - INDIAN AND NORTHERN AFFAIRS CANADA

#### LEVEL 1

To:	X	68000	70720	73549	76491
	A	69700	72488	75388	78403
	B	71268	74119	77084	80167
	C	72978	75898	78934	82091

	D	74802	77795	80907	84143
<b>LEVEL 2</b>					
To:	X	77000	80080	83283	86615
	A	78925	82082	85365	88780
	B	80701	83929	87286	90778
	C	82638	85943	89381	92957
	D	84704	88092	91616	95281

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## **ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)**

### **ANNUAL RATES OF PAY**

**(in dollars)**

#### **ALBERTA**

**X) Effective July 1, 2003 - Restructure**

**A) Effective July 1, 2003**

**B) Effective July 1, 2004**

**C) Effective July 1, 2005**

**D) Effective July 1, 2006**

#### **PRINCIPALS - INDIAN AND NORTHERN AFFAIRS CANADA**

##### **LEVEL 1**

To:	X	65000	67600	70304	73116
	A	66625	69290	72062	74944
	B	68124	70849	73683	76630
	C	69759	72549	75451	78469
	D	71503	74363	77337	80431

##### **LEVEL 2**

To:	X	70500	73320	76253	79303
	A	72263	75153	78159	81285
	B	73889	76844	79918	83114
	C	75662	78688	81836	85109
	D	77554	80655	83882	87237

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## **ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)**

### **ANNUAL RATES OF PAY**

**(in dollars)**

#### **ONTARIO**

**X) Effective July 1, 2003 - Restructure**

**A) Effective July 1, 2003**

**B) Effective July 1, 2004****C) Effective July 1, 2005****D) Effective July 1, 2006****VICE-PRINCIPALS - INDIAN AND NORTHERN AFFAIRS CANADA****LEVEL 1**

To:	X	62500	65000	67600	70304
	A	64063	66625	69290	72062
	B	65504	68124	70849	73683
	C	67076	69759	72549	75451
	D	68753	71503	74363	77337

**LEVEL 2**

To:	X	71500	74360	77334	80428
	A	73288	76219	79268	82438
	B	74937	77934	81052	84293
	C	76735	79804	82997	86316
	D	78653	81799	85072	88474

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**ELEMENTARY AND SECONDARY TEACHING SUB-GROUP (ED-EST)****ANNUAL RATES OF PAY****(in dollars)****ALBERTA****X) Effective July 1, 2003 - Restructure****A) Effective July 1, 2003****B) Effective July 1, 2004****C) Effective July 1, 2005****D) Effective July 1, 2006****VICE-PRINCIPALS - INDIAN AND NORTHERN AFFAIRS CANADA****LEVEL 1**

To:	X	61000	63440	65978	68617
	A	62525	65026	67627	70332
	B	63932	66489	69149	71914
	C	65466	68085	70809	73640
	D	67103	69787	72579	75481

**LEVEL 2**

To:	X	67500	70200	73008	75928
	A	69188	71955	74833	77827
	B	70745	73574	76517	79578
	C	72443	75340	78353	81488
	D	74254	77224	80312	83525

**ED-EST SUB-GROUP PAY NOTES**

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2. An employee is entitled to be paid at the rate of pay on the pay grid for the appropriate region set forth in Schedules "A1", "A1-1" or "A1-2" as determined by his or her education, professional certification and experience. In addition, employees at these levels are entitled to the appropriate allowance provided in Article 50.

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3. The rates of pay in Appendix "A1", "A1-1" and "A1-2" shall be implemented as indicated therein.

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#### 7. Rates of Pay on Promotion, Transfer or Demotion of an Employee

(a) Notwithstanding Section 2(e)(iii) of the *Public Service Terms and Conditions of Employment Regulations*, Sections 24, 25 and 26 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 6 and/or the allowance provided for in Article 50.

(c) Notwithstanding (a) above, no employee will receive a rate of pay lower than the rate of pay he was receiving when, by mutual agreement, he is transferred from one region to another during the school year. The higher rate of pay will be paid for the remainder of that school year only. Should the rate of pay in the new region be higher, the higher rate will apply.

### **Restructuring**

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8. An employee paid according to Appendix A1-2 Teachers - Indian and Northern Affairs and for whom a restructuring is effective July 1, 2003 will move to the rate of pay shown immediately beside the employee's former rate of pay at the X range shown in Appendix A1-2 or at the closest rate, but not lower than the employees' former rate of pay.

\*\*

9. An employee paid according to the Appendix A1-2 Principals or Vice-Principals - Indian and Northern Affairs and for whom a restructuring is effective July 1, 2003 will move in to the rate of pay in the X range of the new Principals or Vice-Principals grid shown in Appendix A1-2 that is at the closest

rate of pay or, but not lower than the employees' former rate of pay. The employee's former rate of pay is the employees' rate of pay according to pay note 8 and the allowances entitled to under article 50.01 and 50.02 on July 1, 2003.

\*\*

10. Only the difference between the old rates of pay and the amounts of allowances according to paragraphs 50.01 and 50.02 which has been paid to an employee during the retroactive period and the amount payable on the new principals or vice-principals rates of pay will be paid to an employee.

\*\*

12. The following professional certification and academic qualifications are required for placement of an employee at the various levels of the principals and vice-principals education-experience grid:

### **Vice-Principal and Principal Professional Certification**

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

### **Vice-Principal and Principal Academic Qualifications**

(a) Level One - For placement at this level, an employee must have:

(i) at a minimum, a Bachelor's degree in Education and current teacher certification issued by the Ministry of Education or College of Teachers of the province in which the school is located.

(b) Level Two - For placement at this level, an employee must have:

(i) Master's degree in Education and current teacher certification issued by the Ministry of Education or College of Teachers of the province in which the school is located that includes a principal qualification on the teaching certificate where such is required by provincial regulation.

(ii) An employee in a position of Principal or Vice-Principal on the date of signing, who is in the process of completing the final two (2) courses or a thesis toward a Master of Education degree or in the process of completing a provincial principal qualification shall be placed at the applicable Step in Level 2. This provision will terminate as of June 30, 2006.

\*\*



22. In applying the new rates of pay, an employee retains his step in the pay grid except as provided in Notes 9 and 20 above.

## APPENDIX "A"

### ANNEX "A2"

#### LANGUAGE TEACHING SUB-GROUP (ED-LAT)

#### ANNUAL RATES OF PAY

(in dollars)

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

#### LANGUAGE TEACHING 1 -

**EMPLOYEES WILL RECEIVE THE RATE ON THE GRID DETERMINED BY THEIR EDUCATION AND EXPERIENCE**

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 1</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	34092	34944	35730	36588	37503
2	35601	36491	37312	38207	39162
3	37117	38045	38901	39835	40831
4	38638	39604	40495	41467	42504
5	40150	41154	42080	43090	44167
6	41667	42709	43670	44718	45836
7	43185	44265	45261	46347	47506
8	44706	45824	46855	47980	49180
9	46216	47371	48437	49599	50839
10	47735	48928	50029	51230	52511
11	49250	50481	51617	52856	54177
12	50773	52042	53213	54490	55852
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 2</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	38542	39506	40395	41364	42398
2	40177	41181	42108	43119	44197
3	41807	42852	43816	44868	45990
4	43444	44530	45532	46625	47791
5	45078	46205	47245	48379	49588
6	46710	47878	48955	50130	51383
7	48347	49556	50671	51887	53184
8	49975	51224	52377	53634	54975
9	51610	52900	54090	55388	56773

10	53245	54576	55804	57143	58572
11	54877	56249	57515	58895	60367
12	56513	57926	59229	60650	62166
13	58144	59598	60939	62402	63962
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	40715	41733	42672	43696	44788
2	42347	43406	44383	45448	46584
3	43979	45078	46092	47198	48378
4	45616	46756	47808	48955	50179
5	47245	48426	49516	50704	51972
6	48881	50103	51230	52460	53772
7	50515	51778	52943	54214	55569
8	52147	53451	54654	55966	57365
9	53782	55127	56367	57720	59163
10	55416	56801	58079	59473	60960
11	57050	58476	59792	61227	62758
12	58681	60148	61501	62977	64551
13	60316	61824	63215	64732	66350
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	43405	44490	45491	46583	47748
2	45126	46254	47295	48430	49641
3	46853	48024	49105	50284	51541
4	48572	49786	50906	52128	53431
5	50294	51551	52711	53976	55325
6	52015	53315	54515	55823	57219
7	53739	55082	56321	57673	59115
8	55462	56849	58128	59523	61011
9	57181	58611	59930	61368	62902
10	58906	60379	61738	63220	64801
11	60629	62145	63543	65068	66695
12	62351	63910	65348	66916	68589
13	64071	65673	67151	68763	70482
<b>LANGUAGE TEACHING 2 - EMPLOYEES WILL RECEIVE THE RATE ON THE GRID DETERMINED BY THEIR EDUCATION AND EXPERIENCE</b>					
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 1</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	38172	39126	40006	40966	41990
2	39681	40673	41588	42586	43651
3	41197	42227	43177	44213	45318
4	42718	43786	44771	45846	46992
5	44230	45336	46356	47469	48656
6	45747	46891	47946	49097	50324
7	47265	48447	49537	50726	51994
8	48786	50006	51131	52358	53667
9	50296	51553	52713	53978	55327
10	51815	53110	54305	55608	56998
11	53330	54663	55893	57234	58665
12	54853	56224	57489	58869	60341

<b>TEACHING EXPERIENCE</b>	<b>LEVEL 2</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	42622	43688	44671	45743	46887
2	44257	45363	46384	47497	48684
3	45887	47034	48092	49246	50477
4	47524	48712	49808	51003	52278
5	49158	50387	51521	52758	54077
6	50790	52060	53231	54509	55872
7	52427	53738	54947	56266	57673
8	54055	55406	56653	58013	59463
9	55690	57082	58366	59767	61261
10	57325	58758	60080	61522	63060
11	58957	60431	61791	63274	64856
12	60593	62108	63505	65029	66655
13	62224	63780	65215	66780	68450
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 3</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	44795	45915	46948	48075	49277
2	46427	47588	48659	49827	51073
3	48059	49260	50368	51577	52866
4	49696	50938	52084	53334	54667
5	51325	52608	53792	55083	56460
6	52961	54285	55506	56838	58259
7	54595	55960	57219	58592	60057
8	56227	57633	58930	60344	61853
9	57862	59309	60643	62098	63650
10	59496	60983	62355	63852	65448
11	61130	62658	64068	65606	67246
12	62761	64330	65777	67356	69040
13	64396	66006	67491	69111	70839
<b>TEACHING EXPERIENCE</b>	<b>LEVEL 4</b>	<b>1/7/03</b>	<b>1/7/04</b>	<b>1/7/05</b>	<b>1/7/06</b>
1	47485	48672	49767	50961	52235
2	49206	50436	51571	52809	54129
3	50933	52206	53381	54662	56029
4	52652	53968	55182	56506	57919
5	54374	55733	56987	58355	59814
6	56095	57497	58791	60202	61707
7	57819	59264	60597	62051	63602
8	59542	61031	62404	63902	65500
9	61261	62793	64206	65747	67391
10	62986	64561	66014	67598	69288
11	64709	66327	67819	69447	71183
12	66431	68092	69624	71295	73077
13	68151	69855	71427	73141	74970

## ANNEX "A3"

### EDUCATION SERVICES SUB-GROUP (ED-EDS)

**ANNUAL RATES OF PAY****(in dollars)****A) Effective July 1, 2003****B) Effective July 1, 2004****C) Effective July 1, 2005****D) Effective July 1, 2006****EDS 1**

From:	\$	50895	53551	55477	57396	59318
To:	A	52167	54890	56864	58831	60801
	B	53341	56125	58143	60155	62169
	C	54621	57472	59538	61599	63661
	D	55987	58909	61026	63139	65253

**EDS 2**

From:	\$	60979	62891	64791
To:	A	62503	64463	66411
	B	63909	65913	67905
	C	65443	67495	69535
	D	67079	69182	71273

**EDS 3**

From:	\$	65076	67133	69179
To:	A	66703	68811	70908
	B	68204	70359	72503
	C	69841	72048	74243
	D	71587	73849	76099

**EDS 4**

From:	\$	69782	71895	74006
To:	A	71527	73692	75856
	B	73136	75350	77563
	C	74891	77158	79425
	D	76763	79087	81411

**EDS 5**

From:	\$	75217	77530	79816
To:	A	77097	79468	81811
	B	78832	81256	83652
	C	80724	83206	85660
	D	82742	85286	87802

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

**A) Effective July 1, 2003****B) Effective July 1, 2004****C) Effective July 1, 2005****D) Effective July 1, 2006****LS-1**

From:	\$	45426	46835	48243	49651	51056	52464
To:	A	46562	48006	49449	50892	52332	53776
	B	47610	49086	50562	52037	53509	54986
	C	48753	50264	51775	53286	54793	56306
	D	49972	51521	53069	54618	56163	57714

From:	\$	53872	55279				
To:	A	55219	56661				
	B	56461	57936				
	C	57816	59326				
	D	59261	60809				

**LS-2**

From:	\$	50234	51891	53548	55201	56861	
To:	A	51490	53188	54887	56581	58383	
	B	52649	54385	56122	57854	59697	
	C	53913	55690	57469	59242	61130	
	D	55261	57082	58906	60723	62658	

**LS-3**

From:	\$	58764	60653	62537	64424	66312	
To:	A	60233	62169	64100	66035	67970	
	B	61588	63568	65542	67521	69499	
	C	63066	65094	67115	69142	71167	
	D	64643	66721	68793	70871	72946	

**LS-4**

From:	\$	60839	63033	65222	67419	69613	71805
To:	A	62360	64609	66853	69104	71353	73600
	B	63763	66063	68357	70659	72958	75256
	C	65293	67649	69998	72355	74709	77062
	D	66925	69340	71748	74164	76577	78989

**LS-5**

From:	\$	73354	75754	78151	80548	82949	85349
To:	A	75188	77648	80105	82562	85023	87483
	B	76880	79395	81907	84420	86936	89451
	C	78725	81300	83873	86446	89022	91598
	D	80693	83333	85970	88607	91248	93888

**APPENDIX "A"**

**ANNEX "A5"****EDUCATIONAL SUPPORT GROUP (EU)****ANNUAL RATES OF PAY****(in dollars)****A) Effective July 1, 2003****B) Effective July 1, 2004****C) Effective July 1, 2005****D) Effective July 1, 2006****SUBGROUP: TEACHER'S AIDE****(10 MONTH PAY PLAN)****REGION: MARITIMES**

From:	\$	26085	27177	28261	29349	30446
To:	A	26737	27856	28968	30083	31207
	B	27339	28483	29620	30760	31909
	C	27995	29167	30331	31498	32675
	D	28695	29896	31089	32285	33492

From:	\$	31534	32614			
To:	A	32322	33429			
	B	33049	34181			
	C	33842	35001			
	D	34688	35876			

**REGION: QUEBEC**

From:	\$	29074	30096	31112	32131	33144
To:	A	29801	30848	31890	32934	33973
	B	30472	31542	32608	33675	34737
	C	31203	32299	33391	34483	35571
	D	31983	33106	34226	35345	36460

From:	\$	34171	35189			
To:	A	35025	36069			
	B	35813	36881			
	C	36673	37766			
	D	37590	38710			

**REGION: ONTARIO**

From:	\$	27137	28233	29340	30443	31547
To:	A	27815	28939	30074	31204	32336
	B	28441	29590	30751	31906	33064
	C	29124	30300	31489	32672	33858
	D	29852	31058	32276	33489	34704

From:	\$	32647	33755			
To:	A	33463	34599			
	B	34216	35377			
	C	35037	36226			
	D	35913	37132			

**REGION: MANITOBA**

From:	\$	27350	28307	29269	30218	31170
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To:	A	28034	29015	30001	30973	31949
	B	28665	29668	30676	31670	32668
	C	29353	30380	31412	32430	33452
	D	30087	31140	32197	33241	34288
From:	\$	32136	33090			
To:	A	32939	33917			
	B	33680	34680			
	C	34488	35512			
	D	35350	36400			
<b>REGION: SASKATCHEWAN</b>						
From:	\$	27170	28264	29358	30451	31545
To:	A	27849	28971	30092	31212	32334
	B	28476	29623	30769	31914	33062
	C	29159	30334	31507	32680	33855
	D	29888	31092	32295	33497	34701
From:	\$	32638	33724			
To:	A	33454	34567			
	B	34207	35345			
	C	35028	36193			
	D	35904	37098			
<b>REGION: ALBERTA</b>						
From:	\$	27511	28651	29793	30938	32086
To:	A	28199	29367	30538	31711	32888
	B	28833	30028	31225	32424	33628
	C	29525	30749	31974	33202	34435
	D	30263	31518	32773	34032	35296
From:	\$	33225	34369			
To:	A	34056	35228			
	B	34822	36021			
	C	35658	36886			
	D	36549	37808			
<b>REGION: BRITISH COLUMBIA</b>						
From:	\$	27043	28194	29359	30528	31684
To:	A	27719	28899	30093	31291	32476
	B	28343	29549	30770	31995	33207
	C	29023	30258	31508	32763	34004
	D	29749	31014	32296	33582	34854
From:	\$	32849	34010			
To:	A	33670	34860			
	B	34428	35644			
	C	35254	36499			
	D	36135	37411			

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**EDUCATIONAL SUPPORT GROUP (EU)**  
**ANNUAL RATES OF PAY**  
**(in dollars)**

**A) Effective July 1, 2003**

**B) Effective July 1, 2004****C) Effective July 1, 2005****D) Effective July 1, 2006****SUBGROUP: LANGUAGE INSTRUCTOR****LAI-1**

From:	\$	45196	46196	47185	48168	49156
To:	A	46326	47351	48365	49372	50385
	B	47368	48416	49453	50483	51519
	C	48505	49578	50640	51695	52755
	D	49718	50817	51906	52987	54074
From:	\$	50150	51135			
To:	A	51404	52413			
	B	52561	53592			
	C	53822	54878			
	D	55168	56250			

**SUBGROUP: PHYSICAL EDUCATION****PEI-1**

From:	\$	33703	34701	35689	36673	37662
To:	A	34546	35569	36581	37590	38604
	B	35323	36369	37404	38436	39473
	C	36171	37242	38302	39358	40420
	D	37075	38173	39260	40342	41431
From:	\$	38656	39641			
To:	A	39622	40632			
	B	40513	41546			
	C	41485	42543			
	D	42522	43607			

**PEI-2**

From:	\$	57285	58543	59809	61079	
To:	A	58717	60007	61304	62606	
	B	60038	61357	62683	64015	
	C	61479	62830	64187	65551	
	D	63016	64401	65792	67190	
From:	\$	62344	63603			
To:	A	63903	65193			
	B	65341	66660			
	C	66909	68260			
	D	68582	69967			

**EU GROUP PAY NOTES****Language Instructor and Physical Education**

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2. The pay increment period for an employee is twelve (12) months.

\*\*



## **Teacher Aides**

3. An employee on a twelve (12) month work year is entitled to be paid for services rendered at rates of pay which are higher, by twenty per cent (20%), than the rates of pay on the pay scale as set forth in Appendix "A".
4. The Employer will continue the present practice of paying employees of the Department of Indian and Northern Affairs on a bi-monthly basis, with one (1) pay cheque in July and August.
5. An employee in the Department of Indian and Northern Affairs who commences a new school year in the month of July or the month of August is entitled to be paid from the commencement of the employee's school year at the rate of pay that becomes effective on the following September 1<sup>st</sup>.

### **6. Changes in Rates of Pay after Appointment**

- (a) After appointment, an employee on a school year will be granted annual increments on September 1<sup>st</sup> of each year provided the employee has received pay for at least six months since the last increment or since appointment.
- (b) Subject to satisfactory performance of duties, an employee on a twelve (12) month work year will be granted annual increments on the first (1<sup>st</sup>) Monday following the anniversary date of the employee's most recent appointment.

\*\*

7. No employee will receive a rate of pay lower than the rate of pay he or she was receiving when, by mutual agreement, the employee is transferred from one region to another during the school year. The higher rate of pay will be paid for the remainder of that school year only. Should the rate of pay in the new region be higher, the higher rate will apply.

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8. The salary to be paid to employees in the Teacher Aides Sub-group shall be the rate in the scale for the appropriate region.

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## **\*\*ANNEX "A6"**

### **PAY NOTES (CBSA EMPLOYEES)**

- a) Effective date of transfer or appointment to CBSA, the employee's new rate of pay shall be the step in the applicable line of the new salary grid which is closest to, but not less than the rate of pay received on that day.

b) Should the employee's salary exceed the maximum of the range for his/her group and level, the employee's salary shall remain unchanged until such time as the maximum rate of pay for the employee's group and level is equal to, or greater than, the employee's salary.

c) Effective July 1, 2004, should the employee's salary be within the new salary band in the applicable line, the employee's new rate of pay shall be the step in the applicable line which is closest to, but not less than, the rate of pay received on that day. Furthermore the employee shall be entitled to a lump sum in an annualized amount equivalent to the difference between the value of the economic increase (i.e. 2.25%) and the actual salary increase, to be paid bi-weekly.

d) Effective July 1, 2004, employees subject to paragraph b) shall receive a lump sum payment in an annualized amount equivalent to 2.25% of the employee's rate of pay, to be paid bi-weekly, in lieu of the economic increase.

e) Effective July 1, 2005, should the employee's salary be within the new salary band in the applicable line, the employee's new rate of pay shall be the step in the applicable line which is closest to, but not less than, the rate of pay received on that day. Furthermore the employee shall be entitled to a lump sum in an annualized amount equivalent to the difference between the value of the economic increase (i.e. 2.4%) and the actual salary increase, to be paid bi-weekly.

f) Effective July 1, 2005, employees subject to paragraph b) shall receive a lump sum payment in an annualized amount equivalent to 2.4% of the employee's rate of pay, to be paid bi-weekly, in lieu of the economic increase.

g) Effective July 1, 2006, should the employee's salary be within the new salary band in the applicable line, the employee's new rate of pay shall be the step in the applicable line which is closest to, but not less than, the rate of pay received on that day. Furthermore the employee shall be entitled to a lump sum payment in an annualized amount equivalent to the difference between the value of the economic increase (i.e. 2.5%) and the actual salary increase, to be paid bi-weekly,.

h) Effective July 1, 2006, employees who continue to be subject to paragraph b) shall receive a lump sum payment in an annualized amount equivalent to 2.5% of the employee's rate of pay, to be paid bi-weekly, in lieu of the economic increase.

i) All other provisions of the new collective agreement shall apply.

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## **\*\*APPENDIX "D"**

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA**

**AND**  
**THE PUBLIC SERVICE ALLIANCE OF CANADA**  
**WITH RESPECT TO CLASS SIZE AND CLASS SIZE RELATED**  
**ISSUES FOR INAC SCHOOLS**

The parties adhere to the principle that as a profession Indian and Northern Affairs Canada (INAC) is required to adopt, at a minimum, the provincial standards for education that have been established under the relevant legislation and regulations applicable within the province in which the INAC schools are located.

The parties agree to the establishment of a Local Class Size Committee in each community where federal INAC schools are located.

The purpose of a Local Class Size Committee is to provide an annual opportunity for a committee of teachers from the school, or family of schools, to review the projected enrolment and the planned class placement of students by grade, or multi-graded classroom assignments where such may be required, for the following school year.

A Local Class Size Committee may make recommendations to the Principal(s) of the school(s) on the organization of classrooms and class sizes while taking into consideration the projected enrolment of the school(s), teaching and course load requirements, accommodation of identified special education pupils, and timetable scheduling within the available professional staffing allocation for the following school year.

A Local Class Size Committee may also make written recommendations to the respective Superintendent of Education or Director of Education where staffing concerns cannot be addressed at the school level. Teaching assignments for the next school year are subject to the approval of the Director of Education, or designate, and every effort will be made to confirm these by April 15<sup>th</sup> of the current school year.

In the event that the staffing allocation to the school(s) results in an average class size, in the aggregate, which exceeds the provincial norms established by statute or regulation, a Regional Class Size Committee will be provided an opportunity to make a documented presentation to the appropriate Regional Human Resources Management Committee that will consider the appropriateness for increasing the professional staffing allocation to the program.

Representatives of the Local and the Regional Class Size Committees shall develop their terms of reference regarding class size and class size related issues.

**Local Class Size Committee(s)**

A Local Class Size Committee, at the request of either party, shall be established in each school.

(a) The teachers of each school shall elect up to three (3) of their number (where applicable, one from each division - Primary, Junior, and Intermediate) as members of the Local Class Size Committee for the school.

(b) The teachers of a family of schools shall elect up to six (6) of their number (where applicable, two from each division - Primary, Junior, and Intermediate) as members of the Local Class Size Committee for the family of schools.

(c) Each Local Class Size Committee will meet a minimum of two (2) times per school year, no later than April 15<sup>th</sup> of the current school year and September 15<sup>th</sup> of the following school year, with the principal(s) of the school(s) and, where required, with the Superintendent of Education or Director of Education.

### **Regional Class Size Committee**

A Regional Class Size Committee shall be formed of three (3) representatives from the Local Class Size Committee(s) and up to three (3) Principals/Vice Principals. The Regional Class Size Committee shall be given the opportunity to make a documented presentation for additional professional staffing to the Regional Human Resource Management Committee should it be determined that the teacher staffing allocation results in a higher average class size, in the aggregate, which exceeds the norms established by provincial statute or regulation. The Regional Human Resource Management Committee shall provide a written response no later than two (2) weeks after the documented presentation.

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## **\*\*APPENDIX "F"**

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO EDUCATION AND EXPERIENCE GRID FOR THE ED-EST EMPLOYEES**

The parties agree to establish a joint committee comprised of equal representation to meet within sixty (60) days of the signing of the present agreement. The committee will review:

- the professional qualifications of teachers and supervisory personnel (i.e. assistant principals, principals, etc) required by provincial Ministries of Education and Colleges of Teachers for employment in elementary and secondary education.

- the existing definitions related to "teacher education" to ensure compliance with provincial standards by INAC and CSC and review accordingly the current definitions of qualifications and experience for grid placement.
- the regional pay grids of ten (10) month and twelve (12) month ED-EST to reflect revised pay notes.

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

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

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## **\*\*APPENDIX "G"**

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO CONTINUOUS LEARNING**

The parties agree to establish a joint committee comprised of equal representation to meet within sixty (60) days of the signing of the present agreement. The committee will review issues of concern as well as assess specific and global needs of the groups and sub-groups associated with continuous learning.

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

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

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## **\*\*APPENDIX "H"**

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA**

**AND  
THE PUBLIC SERVICE ALLIANCE OF CANADA  
WITH RESPECT TO A JOINT LEARNING PROGRAM**

This memorandum is to give effect to the agreement reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Program and Administration Services, Operational Services, Technical Services and Education and Library Science bargaining units.

The Employer agrees to provide eight million seven hundred and fifty thousand dollars (\$8,750,000) over the life of this collective agreement to fund a joint learning program. The Employer agrees to provide a further \$292,000 per month to the PSAC-TBS JLP from the date of expiry of this collective agreement until the next collective agreement is signed to ensure continuity of this initiative.

The PSAC-TBS JLP will provide joint training on union-management issues.

The parties agree to establish a joint governance committee made up of an equal number of PSAC and Employer representatives to administer the PSAC -TBS JLP. The joint governance committee shall meet within sixty (60) days of the signing of these agreements to confirm their terms of reference.

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**\*\*APPENDIX "I"**

**LETTER OF UNDERSTANDING  
BETWEEN THE  
TREASURY BOARD  
AND THE  
PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO THE  
CLASSIFICATION REVIEW**

Unless otherwise agreed with the Alliance, the Employer agrees not to enter into collective bargaining with respect to modifications to the EB rates of pay related to classification review during the life of the present agreement until notice to bargain has been served.

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**\*\*APPENDIX "J"**

**LETTER OF UNDERSTANDING  
BETWEEN THE**

**TREASURY BOARD  
AND THE  
PUBLIC SERVICE ALLIANCE OF CANADA  
WITH RESPECT TO A STUDY TO COMPARE THE  
COMPENSATION OF ED-EST WHO WORK FOR  
A PERIOD OF TWELVE (12) MONTH**

This letter is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in negotiation for the renewal of the Education and Library Science Collective Agreement.

Accordingly, the Parties agree to conduct a study during the life of the Agreement, to compare the compensation (rates of pay, allowances and leaves) of the Elementary and Secondary teachers (ED-EST) who work for a period of twelve (12) month with the total compensation (rates of pay, allowances and leaves) of Elementary and Secondary teachers in provinces were ED-EST work.

The Parties further agree to meet within one hundred and twenty (120) days of the signing date of this Agreement to establish the term of reference of the study.

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

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**\*\*APPENDIX "K"**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY  
BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF  
CANADA WITH RESPECT TO IMPLEMENTATION OF THE  
COLLECTIVE AGREEMENT**

This memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in respect of the implementation period of the collective agreement.

The provisions of this Collective Agreement shall be implemented by the parties within a period of one hundred and fifty (150) days from the date of signing.

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**\*\*APPENDIX "L"**

## LETTER CONCERNING WHISTEBLOWING

March 14, 2005

Ms. Nycole Turmel  
National President  
Public Service Alliance of Canada  
233 Gilmour Street  
Ottawa, Ontario K2P 0P1

### **Re: Whistleblowing**

Dear Ms. Turmel:

This letter is to follow up on discussions that took place during the course of negotiations on the subject of Whistleblowing.

Employees who make a disclosure of wrongdoing during a Parliamentary proceeding, official enquiry, to a supervisor or designated senior officer in their department, or to the Public Service Integrity Officer, whether it concerns a misuse of public funds, an illegal act, gross mismanagement or a substantial and specific danger to health or safety, shall be protected from reprisal, including but not limited to dismissal, suspension, demotion and financial penalty. In addition a disclosure may be made to the public in circumstances where the employee believes that a serious offence under an Act of Parliament or the legislature of a province, or an imminent risk of substantial and specific danger to the health or safety of persons or the environment exists and there is not sufficient time to make the disclosure to the above identified officials.

Employees who believe that a person has taken a reprisal against them, in violation of the principle stated above, shall have the right to file a grievance directly to the final level of the grievance process. Such a grievance may be referred to adjudication as provided by section 92 of the *Public Service Staff Relations Act*.

This letter shall remain in force until Bill C-11, An Act to Establish a Procedure for the Disclosure of Wrongdoings in the Public Sector, including the Protection of Persons who Disclose the Wrongdoings, or any other act to establish a procedure for the disclosure of wrongdoings in the public sector, becomes law.

Sincerely,

Original signed by

Reg Alcock



## **\*\*APPENDIX "M"**

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD OF CANADA AND THE PUBLIC SERVICE ALLIANCE OF CANADA WITH RESPECT TO THE SOCIAL JUSTICE FUND**

This memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Program and Administration, Operational Services, Technical Services and Educational and Library Sciences bargaining units.

As part of this settlement, the Employer and the PSAC agree that within one hundred and twenty (120) days of signature of this collective agreement, they will form a joint committee to examine the desirability for the Employer to eventually participate in the funding of the Social Justice Fund established by the PSAC in January 2003.

This joint committee will be composed of an equal number of representatives from the Employer and the PSAC.

### **MEMORANDUM OF UNDERSTANDING WITH RESPECT TO WORK FORCE ADJUSTMENT**

**Effective March 14, 2005**

This memorandum is to give effect to the agreement reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Program and Administration, Operational Services, Technical Services and Education and Library Sciences bargaining units.

The parties agree to the formation of a joint committee made up of an equal number of PSAC and Employer representatives to review the work force adjustment provisions. This committee shall meet within one hundred and twenty (120) days of the signing of the collective agreements.

The committee will report its findings and, if applicable, its recommendations to the parties.

## **Print Specifications Profile**

**Title:** Agreement between the Treasury Board and The Public Service Alliance of Canada - Education and Library Science

**Size/Format:** 8 1/2" x 11"

**Number of Pages:** 216 + Cover

**Cover Stock:** 50 LB., 100 M, White\*

**Inside Text:** 20 LB., 40 M, Recycled White Bond #2

**Recommended Binding:** E/F Tumble Format. 2 Side Stitch (3 holes optional)

\* **Note:** Colour is based on Canadian recycled Fusion and Rockland Cover stock. 20% post-consumer. Laser guaranteed and permanent. Distributed by Domtar and Rolland inc.

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The logo for the Government of Canada, featuring the word "Canada" in a serif font with a stylized red maple leaf above the letter 'a'.