



EMPLOYER PROPOSALS

FOR THE

EDUCATION AND LIBRARY SCIENCE (EB) GROUP

COLLECTIVE AGREEMENT

NEGOTIATIONS FOR THE RENEWAL

OF THE COLLECTIVE AGREEMENT

EXPIRING ON JUNE 30, 2007

April 27, 2007

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EDUCATION AND LIBRARY SCIENCE GROUP

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INTRODUCTION

Without prejudice, attached are the Employer proposals for the negotiation of a single collective agreement covering employees who are members of the Education and Library Science bargaining unit.

The Employer reserves the right to present other proposals in negotiations as well as counter proposals with respect to specific union demands.

Also, the Employer proposes that articles of the agreement which are not ultimately dealt with as proposals by the parties shall be renewed with appropriate editorial modification to ensure compatibility with other articles as finally agreed.

Note: Proposed revisions to existing language are indicated with track changes revision marks.

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GENERAL

The Employer proposes to:

1. simplify, consolidate and standardize where appropriate.
2. review and amend, as necessary, the collective agreement in relation to legislative changes.
3. discuss a new approach to pay
4. discuss Pay Administration issues
5. discuss Pay Notes



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ARTICLE 2**INTERPRETATION AND DEFINITIONS**

2.01 For the purpose of this Agreement:

"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 the same position](#) in excess of the normal daily or weekly hours of work [at straight time](#), 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 [at straight time in the same position](#) or in excess of the average of weekly hours of work [at straight time in the same position](#), specified for the relevant group or sub-group;

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ARTICLE 14

LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

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Complaints made to the Public Service Labour Relations Board Pursuant to Section 190(1) of the Public Service Labour Relations Act

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14.01 When operational requirements permit, in cases of complaints made to the Public Service Labour Relations Board pursuant to section 190(1) of the PSLRA alleging a breach of sections 157, 186(1)(a), 186(1)(b), 186(2)(a)(i), 186(2)(b), 187, 188(a) or 189(1) of the PSLRA, 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 Labour Relations Board,

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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 Labour Relations Board,

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and

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

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

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

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

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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;

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- (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.

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ARTICLE 19**SICK LEAVE WITH PAY**

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).

For greater certainty, the Employer may at any time request a medical certificate, which shall be obtained by the employee, or obtain a medical opinion from Health Canada or its authorized agent on the employee's ability to perform all or some of his or her duties.

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ARTICLE 20**VACATION LEAVE WITH PAY**

This article only applies to an employee on a twelve (12) month work year.

20.01

- (a) The vacation year, for an employee on a twelve (12) month work year, shall be from April 1st to March 31st of the following calendar year, inclusive.
- (b) Employees must normally take all of their annual leave during the vacation year in which it is earned.
- (c) In order to maintain operational requirements, the Employer reserves the right to schedule employee's vacation leave earned in the current or prior year(s) but shall make every reasonable effort to provide an employee's vacation in an amount and at such time as the employee may request.

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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 31st, for periods of leave which extend between May 1st and October 31st and if so requested by the employee prior to October 1st, for periods of leave which extend between November 1st and April 30th;
- (b) to grant an employee vacation leave when specified by the employee if:
 - (i) the period of vacation leave requested is less than a week,
and
 - (ii) the employee gives the Employer at least two (2) days' advance notice for each day of vacation leave requested.
- (c) The Employer may for good and sufficient reason grant vacation leave on shorter notice than that provided for in (b).

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(b)

Deleted: 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.¶

20.14 Appointment to a Separate Agency

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

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20.15 Appointment from a Separate Agency

The Employer agrees to accept the unused vacation leave credits up to a maximum of two hundred and twenty five (225) hours of an employee who resigns from an organization listed in Schedule V of the Financial Administration Act, in order to take a position with the Employer if the transferring employee is eligible and has chosen to have these credits transferred.

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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.

Exclusion

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

20.17

(a) Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 20.03.

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Deleted: (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.

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**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.

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

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

or

(b) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay except that this minimum shall only apply once during a single eight (8) hour period starting when the employee first commences the work.

The minimum payment referred to in (b) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 38.11.

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NOTA: To be discussed in the context of repackaging various leave provisions

**Deleted: 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.¶

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22.02 Bereavement Leave With Pay

- (b) When a member of the employee's immediate family dies, an employee shall be entitled to a single bereavement period of five (5) consecutive calendar days. Such bereavement period, as determined by the employee, must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death. During such period, the employee shall be paid for those days which are not 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.

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ARTICLE 22.03
MATERNITY LEAVE WITHOUT PAY

The Employer wishes to incorporate in the collective agreement the language of the Memorandum of Agreement signed on December 24, 2005.

And amend as follows:

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.
- (b) Notwithstanding paragraph (a):
- (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,
- or
- (i) 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 eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of eighteen (18) weeks.
- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- (e) An employee who has not commenced maternity leave without pay may elect to:
- (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
- (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 19, Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 19, Sick Leave With Pay, shall include medical disability related to pregnancy.

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- (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 maternity benefits under the Employment Insurance or Québec Parental Insurance Plan in respect of insurable employment with the Employer,
- and
- (iii) has signed an agreement with the Employer stating that:
- (A) she will return to work 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 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:

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(allowance received) X (remaining period to be worked following 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 Core Public Administration as specified in the *Public Service Labour 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 maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,
- and
- (ii) for each week that the employee receives a maternity benefit under the Employment Insurance or Québec Parental Insurance plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period.
- (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 or Québec Parental Insurance Plan maternity benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Québec.

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

22.05 Special Maternity Allowance for Totally Disabled Employees

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

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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 maternity benefits under the Employment Insurance or Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or Québec Parental Insurance Plan maternity benefits for the reasons described in subparagraph (a)(i).

Transitional Provisions - ~~DELETE~~

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ARTICLE 22.06
PARENTAL LEAVE WITHOUT PAY

The Employer wishes to incorporate in the collective agreement the language of the Memorandum of Agreement signed on December 24, 2005.

And amend as follows:

- (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 partner), 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 (52) week 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 in 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.

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- (e) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance 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) 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, paternity or adoption benefits under the Employment Insurance or Québec Parental Insurance Plan in respect of insurable employment with the Employer,

and
 - (iii) has signed an agreement with the Employer stating that:
 - (A) the employee will return to work 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;

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(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:

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

however, an employee whose specified period of employment expired and who is rehired in any portion of the Core Public Administration as specified in the *Public Service Labour 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 the employee receives parental, adoption or paternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, he/she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his/her parental, adoption or paternity benefit to which he/she would have been eligible if no extra monies had been earned during this period.

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- (iii) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies 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 or QPIP 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 or the Parental Insurance Act* in Quebec.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
- (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision [that would increase the parental allowance](#), the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (k) The maximum combined, [shared](#) maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks.

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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 or Québec Parental Insurance Plan benefits,

and

- (ii) has satisfied all of the other eligibility criteria specified in paragraph 22.07(a), other than those specified in sections (A) and (B) of subparagraph 22.07(a)(iii), shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or 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, paternity or adoption benefits under the Employment Insurance or Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in subparagraph (a)(i).

Transitional Provisions - DELETE

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The Employer proposes to replace this article with an article entitled:

Leave Without Pay for the Care of Immediate Family (wording follows)



Deleted: 22.09 Leave Without Pay for the Care and Nurturing of Pre-School Age Children¶
(a)

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

Deleted: 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)

Deleted: 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)

Deleted: leave granted under this Article shall be for a minimum period of three (3) weeks;¶
(iii)

Deleted: 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)

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

Deleted: 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.¶

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The Employer proposes to replace this article with an article entitled:

Leave Without Pay for the Care of Immediate Family (wording follows)



Deleted: 22.10 Leave Without Pay for the Long-Term Care of a Parent¶
(a)

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

Deleted: 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)

Deleted: 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)

Deleted: leave granted under this Article shall be for a minimum period of three (3) weeks.¶
(iii)

Deleted: 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)

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

Deleted: 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.

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ARTICLE 22.10**LEAVE WITHOUT PAY FOR THE CARE OF IMMEDIATE FAMILY**

xx.01 Both parties recognize the importance of access to leave for the purpose of care for the immediate family.

xx.02 For the purpose of this article, family is defined as spouse (or common-law partner resident with the employee), children (including foster children or children of the spouse or common-law partner) parents (including stepparents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides.

xx.03 Subject to clause xx.02, an employee **may** be granted leave without pay for the care of family in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
- (b) leave granted under this article shall be for a minimum period of three (3) weeks;
- (c) 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;
- (d) leave granted for a period of one (1) year or less shall be scheduled **subject to operational requirements.**

xx.04 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.

xx.05 All leave granted under Leave Without Pay for the Long-Term Care of a Parent or under Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of previous Program and Administrative services collective agreements or other agreements will not count towards the calculation of the maximum amount of time allowed for Care of Immediate Family during an employee's total period of employment in the Public Service.

Transitional provisions**xx.06**

These transitional provisions are applicable to employees who have been granted and have proceeded on leave on or after the date of signature of this agreement.

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- (a) An employee who, on the date of signature of this agreement, is on Leave Without Pay for the Long-Term Care of a Parent or on Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of a previous agreement continues on that leave for the approved duration or until the employee's return to work, if the employee returns to work before the end of the approved leave.
- (b) An employee who becomes a member of the bargaining unit on or after the date of signature of this agreement and who is on Leave Without Pay for the Long-Term Care of a Parent or on Leave Without Pay for the Care and Nurturing of Pre-School Age Children under the terms of another agreement, continues on that leave for the approved duration or until the employee's return to work before the end of the approved leave.



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NOTA: To be discussed in the context of repackaging various leave provisions

Deleted: 22.13 Leave with Pay for Family-Related Responsibilities¶
(a)

Deleted: 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)

Deleted: 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)

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

Deleted: 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)

Deleted: 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)

Deleted: to provide for the immediate and temporary care of an elderly member of the employee's family;¶
(iv)

Deleted: for needs directly related to the birth or to the adoption of the employee's child.¶
(d)

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

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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,
 - (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.

Deleted: or before a grand jury

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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) [in exceptional circumstances](#), leave with or without pay for purposes other than those specified in this Agreement.



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NOTA: To be discussed in the context of repackaging various leave provisions

**Deleted: 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.¶

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**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.

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

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

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

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

To be discussed

24.03 Appointment to a Separate Agency organization

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Notwithstanding paragraph 24.01(b), an employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* may choose not to be paid severance pay provided that the appointing organization will accept the employee's Schedules I and IV of the *Financial Administration Act* service for its severance pay entitlement.

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**ARTICLE 27
TRAVELLING TIME**

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.
- (d) For the purpose of clauses 27.04 (b) and (c), should a period of travel continue into the next day, the employee's total travel period will be deemed to have taken place on the day it started.

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.

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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 ~~except that this minimum shall only apply once during a single eight (8) hour period, starting when the employee first commences the work.~~ 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,

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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.

Call-Back Worked from a Remote Location

28.02 If an employee receives a call to duty and works a minimum of fifteen (15) minute period at his or her residence or at another place to which the Employer agrees:

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

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or

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

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or

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

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i) compensation at the applicable overtime rate for time worked,

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or

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

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

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) allowance to a maximum of 50 kilometers per travel (maximum round trip of 100 kms) between the employee's workplace and residence 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,

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or

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

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ARTICLE 29**STANDBY**

29.01 Where the Employer requires an employee to be [readily](#) 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 [readily](#) available to return for duty as quickly as possible, [and within a reasonable time frame as determined by the Employer](#), if called. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.



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ARTICLE 31

STATEMENT OF DUTIES

31.01 Upon written request, an employee shall be provided with a copy of the official statement of 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.

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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, and as amended from time to time, will form part of this Agreement, subject to the Public Service Labour Relations Act (PSLRA) and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act specified in Section 113(b) of the PSLRA.

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- Deleted: 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 Chairperson of the Public Service Labour Relations Board has made a ruling pursuant to clause (c) of the NJC Memorandum of Understanding which became effective December 6, 1978, and as amended from time to time.

- Deleted: Chairman
- Deleted: Staff

36.03 All 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.

- Deleted: (a) The following
- Deleted: 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 NJC directives shall be filed in accordance with clause 37.01 in this Agreement.

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- Deleted: of the Article on grievance procedure
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ARTICLE 37

GRIEVANCE PROCEDURE

The Employer wishes to amend this article as follows:

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 section 15.0 of the NJC By-Laws.

37.02 The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When the parties agree in writing to avail themselves of an informal conflict management system established pursuant to section 207 of the *PSLRA*, the time limits prescribed in the article 37 Grievance Procedure are suspended until either party gives the other notice in writing to the contrary.

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

37.04 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.

37.05 Where the provisions of clauses 37.07, 37.24 or 37.38 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate office of the department or agency concerned. Similarly the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

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

Individual Grievances

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

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

and

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

37.08 Presentation of grievance

- (1) Subject to subsections (2) to (7), an employee is entitled to present an individual grievance if he or she feels aggrieved
 - (a) by the interpretation or application, in respect of the employee, of
 - (i) a provision of a statute or regulation, or of a direction or other instrument made or issued by the Employer, that deals with terms and conditions of employment, or
 - (ii) a provision of a collective agreement or an arbitral award;or
 - (b) as a result of any occurrence or matter affecting his or her terms and conditions of employment.
- (2) An employee may not present an individual grievance in respect of which an administrative procedure for redress is provided under any Act of Parliament, other than the *Canadian Human Rights Act*.
- (3) Despite subsection (2), an employee may not present an individual grievance in respect of the right to equal pay for work of equal value.
- (4) An employee may not present an individual grievance relating to the interpretation or application, in respect of the employee, of a provision of a collective agreement or an arbitral award unless the employee has the approval of and is represented by the bargaining agent for the bargaining unit to which the collective agreement or arbitral award applies.
- (5) An employee who, in respect of any matter, avails himself or herself of a complaint procedure established by a policy of the Employer may not present an individual grievance in respect of that matter if the policy expressly provides that an employee who avails himself or herself of the complaint procedure is precluded from presenting an individual grievance under this Act.
- (6) An employee may not present an individual grievance relating to any action taken under any instruction, direction or regulation 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.
- (7) For the purposes of subsection (6), an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation 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.

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

- (a) Level 1 - first (1st) level of management;
- (b) Levels 2 and 3 where such level or levels are established in Departments or Agencies - intermediate level(s);
- (c) Final level: the Deputy Minister (or his equivalent) or his delegated representative.

37.10 Representatives

- (a) 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 title of the person so designated together with the title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented.
- (b) 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.

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

37.12 An employee may present a grievance to the first (1st) level of the procedure in the manner prescribed in clause 37.07, not later than the twenty-fifth (25th) day after the date on which he is notified orally or in writing or on which he first becomes aware of the action or circumstances giving rise to grievance.

37.13 An employee may present a grievance at each succeeding level in the grievance procedure beyond the first (1st) level either:

- (a) where the decision or offer for settlement is not satisfactory to the employee, within ten (10) days after that decision or offer for settlement has been conveyed in writing to the employee by the Employer,
- or
- (b) where the Employer has not conveyed a decision to the employee within the time prescribed in clause 37.14, within twenty-five (25) days after he presented the grievance at the previous level.

37.14 The Employer shall normally reply to an employee's grievance at any level of the grievance procedure, except the final level, within twenty (20) days after the grievance is presented, and within thirty (30) days when the grievance is presented at the final level.

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37.15 Where an employee has been represented by the Alliance in the presentation of his grievance, the Employer will provide 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.

37.16 Where a grievance has been presented up to and including the final level in the grievance process, and the grievance is not one that may be referred to adjudication, the decision on the grievance taken at the final level in the grievance process is final and binding and no further action may be taken under the *Public Service Labour Relations Act*.

37.17 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.

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

37.19 An employee may by written notice to his immediate supervisor or officer-in-charge withdraw a grievance.

37.20 Any 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, due to circumstances beyond his control, he was unable to comply with the prescribed time limits.

37.21 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his grievance or refrain from exercising his right to present a grievance, as provided in this Collective Agreement.

37.22 Reference to Adjudication

- (1) An employee may refer to adjudication an individual grievance that has been presented up to and including the final level in the grievance process and that has not been dealt with to the employee's satisfaction if the grievance is related to
 - (a) the interpretation or application in respect of the employee of a provision of a collective agreement or an arbitral award;
 - (b) a disciplinary action resulting in termination, demotion, suspension or financial penalty;
 - (c) demotion or termination under paragraph 12(1)(d) of the *Financial Administration Act* for unsatisfactory performance or under paragraph 12(1)(e) of that Act for any other reason that does not relate to a breach of discipline or misconduct,

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- (2) When an individual grievance has been referred to adjudication and a party to the grievance raises an issue involving the interpretation or application of the *Canadian Human Rights Act*, that party must, in accordance with the regulations, give notice of the issue to the Canadian Human Rights Commission.
- (3) The Canadian Human Rights Commission has standing in adjudication proceedings for the purpose of making submissions regarding an issue referred to in subsection (2).
- (4) Nothing in subsection (1) above is to be construed or applied as permitting the referral to adjudication of an individual grievance with respect to
 - (a) any termination of employment under the *Public Service Employment Act*;
 - or
 - (b) any deployment under the *Public Service Employment Act*, other than the deployment of the employee who presented the grievance.

37.23 Before referring an individual grievance related to matters referred to in paragraph 37.22(1)(a), the employee must obtain the approval of his or her bargaining agent to represent him or her in the adjudication proceedings.

Group Grievances

37.24 The Alliance may present a grievance at any prescribed level in the grievance procedure, and shall transmit this grievance to the 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 Alliance with a receipt stating the date on which the grievance was received by him.

37.25 Presentation of Group Grievance

- (1) The bargaining agent for a bargaining unit may present to the Employer a group grievance on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of a collective agreement or an arbitral award.
- (2) In order to present the grievance, the Alliance must first obtain the consent of each of the employees concerned in the form provided for by the regulations. The consent of an employee is valid only in respect of the particular group grievance for which it is obtained.
- (3) The group grievance must relate to employees in a single portion of the federal public administration.

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- (4) The Alliance may not present a group grievance in respect of which an administrative procedure for redress is provided under any Act of Parliament, other than the *Canadian Human Rights Act*.
- (5) Despite subsection (4), the Alliance may not present a group grievance in respect of the right to equal pay for work of equal value.
- (6) If an employee has, in respect of any matter, availed himself or herself of a complaint procedure established by a policy of the Employer, the Alliance may not include that employee as one on whose behalf it presents a group grievance in respect of that matter if the policy expressly provides that an employee who avails himself or herself of the complaint procedure is precluded from participating in a group grievance under this Act.
- (7) The Alliance may not present a group grievance relating to any action taken under any instruction, direction or regulation 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.
- (8) For the purposes of subsection (7), an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation 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.

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

- (a) Level 1 - first (1st) level of management;
- (b) Levels 2 and 3 where such level or levels are established in Departments or Agencies - intermediate level(s);
- (c) Final level: the Deputy Minister (or his equivalent) or his delegated representative.

37.27 The Employer shall designate a representative at each level in the grievance procedure and shall inform the Alliance of the title of the person so designated together with the title and address of the officer-in charge to whom a grievance is to be presented.

37.28 The Alliance shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

37.29 The Alliance may present a grievance to the first (1st) level of the procedure in the manner prescribed in clause 37.24 no later than the twenty-fifth (25th) day after the earlier of the day on which the aggrieved employees received notification and the day on which they had knowledge of any act, omission or other matter giving rise to the group grievance.

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37.30 The Alliance may present a grievance at each succeeding level in the grievance procedure beyond the first (1st) level either:

- (a) where the decision or offer for settlement is not satisfactory to the Alliance, within ten (10) days after that decision or offer for settlement has been conveyed in writing to the Alliance by the Employer,

or

- (b) where the Employer has not conveyed a decision to the Alliance within the time prescribed in clause 37.31, within twenty-five (25) days after the Alliance presented the grievance at the previous level.

37.31 The Employer shall normally reply to the Alliance's grievance at any level of the grievance procedure, except the final level, within twenty (20) days after the grievance is presented, and within thirty (30) days when the grievance is presented at the final level.

37.32 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 Alliance.

37.33 The Alliance may by written notice to officer-in-charge withdraw a grievance.

37.34 Opting out of a group Grievance

- (1) An employee in respect of whom a group grievance has been presented may, at any time before a final decision is made in respect of the grievance, notify the Alliance that the employee no longer wishes to be involved in the group grievance.
- (2) The Alliance shall provide to the representatives of the Employer authorized to deal with the grievance, a copy of the notice received pursuant to paragraph (1) above.
- (3) After receiving the notice, the Alliance may not pursue the grievance in respect of the employee.

37.35 The Alliance failing to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond its control, it was unable to comply with the prescribed time limits.

37.36 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause the Alliance to abandon the grievance or refrain from exercising the right to present a grievance, as provided in this Collective Agreement.

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37.37 Reference to Adjudication

- (1) The Alliance may refer to adjudication any group grievance that has been presented up to and including the final level in the grievance process and that has not been dealt with to its satisfaction.
- (2) When a group grievance has been referred to adjudication and a party to the grievance raises an issue involving the interpretation or application of the *Canadian Human Rights Act*, that party must, in accordance with the regulations, give notice of the issue to the Canadian Human Rights Commission.
- (3) The Canadian Human Rights Commission has standing in adjudication proceedings for the purpose of making submissions regarding an issue referred to in subsection (2).

Policy Grievances

37.38 The Employer and the Alliance may present a grievance at the prescribed level in the grievance procedure, and forward the grievance to the representative of the Alliance or the Employer, as the case may be, authorized to deal with the grievance. The party who receives the grievance shall provide the other party with a receipt stating the date on which the grievance was received by him.

37.39 Presentation of Policy Grievance

- (1) The Employer and the Alliance may present a policy grievance to the other in respect of the interpretation or application of the collective agreement or arbitral award as it relates to either of them or to the bargaining unit generally.
- (2) Neither the Employer nor the Alliance may present a policy grievance in respect of which an administrative procedure for redress is provided under any other Act of Parliament, other than the *Canadian Human Rights Act*.
- (3) Despite subsection (2), neither the Employer nor the Alliance may present a policy grievance in respect of the right to equal pay for work of equal value.
- (4) The Alliance may not present a policy grievance relating to any action taken under any instruction, direction or regulation 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.
- (5) For the purposes of subsection (4), an order made by the Governor in Council is conclusive proof of the matters stated in the order in relation to the giving or making of an instruction, a direction or a regulation 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.

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37.40 There shall be no more than one (1) level in the grievance procedure.

37.41 The Employer and the Alliance shall designate a representative and shall notify each other of the title of the person so designated together with the title and address of the officer-in charge to whom a grievance is to be presented.

37.42 The Employer and the Alliance may present a grievance in the manner prescribed in clause 37.38, no later than the twenty-fifth (25th) day after the earlier of the day on which it received notification and the day on which it had knowledge of any act, omission or other matter giving rise to the policy grievance.

37.43 The Employer and the Alliance shall normally reply to the grievance within sixty (60) days when the grievance is presented.

37.44 The Employer or the Alliance, as the case may be, may by written notice to officer-in-charge abandon a grievance.

37.45 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause the Employer or the Alliance to abandon the grievance or refrain from exercising the right to present a grievance, as provided in this Collective Agreement.

37.46 Reference to Adjudication

- (1) A party that presents a policy grievance may refer it to adjudication.
- (2) When a policy grievance has been referred to adjudication and a party to the grievance raises an issue involving the interpretation or application of the *Canadian Human Rights Act*, that party must, in accordance with the regulations, give notice of the issue to the Canadian Human Rights Commission.
- (3) The Canadian Human Rights Commission has standing in adjudication proceedings for the purpose of making submissions regarding an issue referred to in subsection (2).

Expedited Adjudication

37.47 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 PSLRB the consent form signed by the grievor or the bargaining agent.

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- (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 PSLRB or to the Adjudicator at the hearing.
- (d) No witnesses will testify.
- (e) The Adjudicator will be appointed by the PSLRB 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 PSLRB agree otherwise. The cases will be scheduled jointly by the parties and the PSLRB, and will appear on the PSLRB schedule.
- (g) The Adjudicator will make an oral determination at the hearing, which will be recorded and initialled by the representatives of the parties. This will be confirmed in a written determination to be issued by the Adjudicator within five (5) days of the hearing. The parties may, at the request of the Adjudicator, vary the above conditions in a particular case.
- (h) The Adjudicator's determination will be final and binding on all the parties, but will not constitute a precedent. The parties agree not to refer the determination to the Federal Court.



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ARTICLE 38

PART-TIME EMPLOYEES

Definition

38.01 Part-time employee means a person whose normal hours of work [in the same position](#) 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 Labour Relations Act*.

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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 [in the same position](#) 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.

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

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TO BE DISCUSSED**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.



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ARTICLE 44

HOURS OF WORK FOR THE LS GROUP

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

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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 6:00 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;

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ARTICLE 45

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

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

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 6:00 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.

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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 6:00 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 6:00 hours and 22:00 hours following a request from the Employer.

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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 6:00 hours and 18:00 hours, Monday to Friday.

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

45.18 This clause applies only to Physical Education Instructors.

(a) The normal daily hours of work shall be scheduled between 6:00 hours and 17:00 hours, Monday to Friday.

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ARTICLE 46

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

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

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

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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.

49.03

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

(b) an employee who is required to work on a second day of rest is entitled to compensation at double (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 contiguous 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, or at the request of the Employer and the concurrence of the employee. overtime may be compensated in equivalent leave with pay.

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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.¶

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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. 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.
- (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. 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.
- ~~(c) 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.~~

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ARTICLE 58

MATERNITY-RELATED REASSIGNMENT OR LEAVE

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

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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

Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of leave with pay for personal reasons on the first (1st) day of the month following the second (2nd) anniversary of the employee's first year of service.

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ARTICLE 63

DURATION

63.01 The provisions of this Agreement will expire on _____

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

63.03 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 its execution.

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NOTA: The Employer reserves the right to present proposals regarding the date on which the provisions of the new agreement become effective, on the duration of the agreement, as well as on the implementation of the retroactive period of the agreement, where applicable.

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APPENDIX "B"
WORK FORCE ADJUSTMENT

The Employer reserves the right to make proposals on this Appendix.

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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 15th 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 Director of Education who will consider the appropriateness of increasing the professional staffing allocation to the program.

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Representatives of the Local and the Regional Class Size Committees shall develop their terms of reference regarding class size and class size related issues.

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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 15th of the current school year and September 15th 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 [Director of Education](#) 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 [Director of Education](#) 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**

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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**

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Appendix H - The Employer wishes to discuss this program

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

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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**

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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**

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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**

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APPENDIX "L"
LETTER CONCERNING WHISTEBLOWING

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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**

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