



Public Service Alliance of Canada
Alliance de la Fonction publique du Canada

TENTATIVE AGREEMENT

PUBLIC SERVICE ALLIANCE OF CANADA (PSAC)

EDUCATION AND LIBRARY SCIENCE

BARGAINING UNIT (EB)

COMPRISING EMPLOYEES IN THE FOLLOWING CLASSIFICATIONS:

Education (ED)

Library Science (LS)

Educational Support (EU)

CBB/24/10

Files: 2121-EB-3 & 2230/CB

October 12, 2010

TO: ALL MEMBERS OF THE PSAC – EDUCATION AND LIBRARY SCIENCE
BARGAINING UNIT (EB)

RE: TENTATIVE AGREEMENT

PSAC has reached a tentative agreement for the EB group with the Treasury Board Secretariat. The following are some of the highlights:

Wage Increases

PSAC has achieved the following salary increases for the EB unit:

1. 1.75% in 2011
2. 1.5% in 2012
3. 2.0% in 2013

In addition to the above noted wage increases, PSAC secured a commitment from the employer to create 12 new indeterminate teacher positions at the Canada School of Public Service (Asticou Centre).

Changes to Severance on Retirement and Resignation

Severance entitlements for retirement and resignation will cease to accumulate starting on the second day of the contract.

EB indeterminate employees will have three options to cash-out of accumulated voluntary severance calculated at the rate of one week of pay for each year of continuous employment up to a maximum of 30 years of service, with the cash out for partial years of service prorated.

This voluntary severance cash-out extends to term employees who would not normally receive severance at the end of their terms. Under this agreement, term employees with at least one year of employment will receive a one-time cash out of one week for each year of continuous employment.

Currently, there is no voluntary severance for employees who resign before 10 years of service, and only ½ week pay for each year of service for those who have more than 10 years of service. Under this agreement, the voluntary severance cash-out is at one week of pay per year of service for all employees in the EB bargaining unit.

Members have three options to cash out:

1. Immediately cash out their severance at their current rate of pay.
2. Retain the accumulated weeks of severance with a payout on termination or retirement at their exit rate of pay.
3. Cash out some of their severance (a "round" number of weeks) at their current rate of pay, with the remainder to be paid upon termination or retirement at their exit rate of pay.

Protection of Severance for Involuntary Departure

The accumulation of severance entitlements will continue for cases of lay-off, death, termination on probation, and termination for reasons of incapacity or incompetence.

Enhanced Severance Pay in Situations of Lay Off

PSAC has achieved an amendment to the collective agreements that enhances the severance pay entitlement in situations of lay-off that improves with seniority.

- Employees with less than 10 years of service will still get 2 weeks of severance pay for the first year of service plus one week for each year of service thereafter.
- Employees with more than 10 years of service will get 3 weeks of severance pay for the first year of service instead of the current 2 weeks plus one week for each year of service thereafter.
- Employees with more than 20 years of service will get 4 weeks of severance pay for the first year of service instead of the current 2 weeks plus one week for each year of service thereafter.

Better Protections for Term Employees

- PSAC has achieved increments based on cumulative service for term employees
- Term employees will now have their unused sick leave credits reinstated if they are rehired within one year of a specified year of employment.
- Term employees with at least one year of service will also benefit from the severance payout described above.

Bereavement Leave

Bereavement leave entitlement improved to period of 7 consecutive calendar days instead of 5 calendar days.

Family Related Responsibilities

More flexibility for leave with pay for family related responsibilities to allow 7.5 hours for situations such as attending school functions and appointments with financial or legal representatives.

The tentative agreement, if ratified, will have an expiry date of June 30, 2014 (3 year agreement).

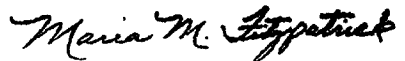
Your bargaining team comprising:

Byron Duguay
Michael Freeman
Chris Rogers

Erna Post, Negotiator
Julie Chiasson, Research Officer

unanimously recommend **acceptance** of the tentative agreement.

In Solidarity,



Maria Fitzpatrick
Regional Executive Vice-President, National Capital Region

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Improvements to Compensation

- **Pay Study**

Firmer deadlines for study completion have been established and a more complete work schedule has been added to the current Appendix J. This means that the longstanding issue of fair wages for 12 month teachers should be resolved more quickly. We have the capacity to reopen the collective agreement on the matter of pay adjustments once the pay study is completed.

Negotiated Language:

**Memorandum of Understanding
between the
Treasury Board
and the
Public Service Alliance of Canada
with Respect to the Implementation of the Appendix J Pay Study for 12 Month
ED-EST Employees**

The parties agree that the Appendix J pay study shall be completed by June 30, 2011.

The parties will meet within 120 days of the completion of the study to develop joint recommendations emanating from the study, including proposed modifications to the collective agreement.

These recommendations shall be referred to the Employer and the Alliance for consideration and action. Such actions may include the re-opening of the collective agreement and the possibility that necessary modifications will take effect July 1, 2011.

- **Transitional Market Allowance for ED-EST 12 months teachers**

A transitional Market Allowance has been negotiated as an interim measure pending the negotiated outcomes of the pay study. This interim measure is a down payment only.

In the event that the pay study demonstrates the pay gap that the union knows is present, this letter provides the union with the opportunity to negotiate a fair wage settlement , reopen the collective agreement and apply the new wages to the grid. The interim market allowance would then be discontinued and the new rates would be applied to the pay grid possibly as early as July 1, 2011.

Negotiated Language:

Transitional Market Allowance for ED-EDST 12 months teachers

1. The Employer agrees to provide an allowance to incumbents of ED-EST 12 month teacher positions for the performance of their regular duties
2. The parties agree that 12-month ED-EST employees who perform the duties of positions identified above shall receive a "Transitional Market Allowance" in the following amounts and subject to the following conditions:

- a) Commencing July 1, 2011 and ending June 30, 2014 ED-EST 12 month teachers who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid bi-weekly.
- b) The employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix A of the collective agreement. This daily allowance is equivalent to the annual amount set out below for each position divided by two hundred and sixty decimal eight eight (260.88).

Transitional Market Allowance

	Annual	Daily
ED-EST	\$2400	\$9.20

- c) The Transitional Market Allowance specified above does not form part of an employee's salary except for the purposes of the Public Service Superannuation Act.
 - d) A part-time ED-EST 12 month teacher shall be paid the daily amount shown above divided by seven decimal five (7.5) for each hour paid at their hourly rate of pay.
3. An employee shall not be entitled to the allowance for periods he or she is on leave without pay or under suspension. However, the Transitional Market Allowance will be added to the calculation of the weekly rate of pay for the maternity and parental allowances in sub-clauses 22.04, 22.05, 22.07 and 22.08 of this collective agreement.
 4. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to article 37.
 5. This Memorandum of Understanding expires on the earlier of June 30, 2014 or the re-opening of the agreement related to the results of the Appendix J joint pay study for 12 month ED-EST teachers.

- **Term Employees – Pay Increments**

Effective date of signing, increments will now be based on cumulative service for term employees.

Negotiated Language:

PAY NOTES

Subject any adjustments as required to be consistent with existing provisions, the parties agree to amend pay notes for all classifications in the EB classifications that contain increments as follows:

PAY INCREMENT FOR FULL-TIME AND PART-TIME EMPLOYEES

An employee appointed to a term position shall receive an increment after having reached fifty-two (52) weeks of cumulative service. For the purpose of defining when a determinate employee will be entitled to go the next salary increment, “cumulative” means all service, whether continuous or discontinuous within the core public administration at the same occupational group and level.

Work Life Balance

- **Bereavement Leave**

Bereavement leave entitlement improved to period of 7 consecutive calendar days instead of 5 calendar days and would be effective as of the date of signing.

Negotiated Language:

22.02 (a) When a member of the employee’s family dies, an employee shall be entitled to a bereavement period of **seven ~~five (5-7)~~** 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 regular scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days’ leave with pay for the purpose of travel related to the death.

- **Family Related Responsibilities**

More flexibility for leave with pay for family related responsibilities to allow 7.5 hours for situations such as attending school functions and appointments with financial or legal representatives and would be effective as of the date of signing.

Negotiated Language:

- 22.13 (a)** For the purpose of this article, family is defined as spouse (or common-law partner resident with the employee), children (including children of legal or common-law partner), foster children, **step-children**, parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) The total leave with pay which may be granted under this clause shall not exceed thirty seven decimal five (37.5) hours in a fiscal year.
- (c) Subject to paragraph (b), the Employer shall grant leave with pay under the following circumstances:
- (i) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
 - (ii) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
 - (iii) to provide for the immediate and temporary care of an elderly member of the employee's family;
 - (iv) for needs directly related to the birth or to the adoption of the employee's child.
- (d) **Seven decimal five (7.5) hours out of the thirty–seven decimal five (37.5) hours stipulated in paragraph 22.13 (b) above may be used:**
- (i) **to attend school functions, if the supervisor was notified of the function as far in advance as possible;**
 - (ii) **to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;**

- (iii) **to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative if the supervisor was notified of the appointment as far in advance as possible.**

- **Term Employees – Sick Leave**

Term employees will now have their unused sick leave credits reinstated if they are rehired within one year of a specified year of employment.

Negotiated Language:

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

Professional Recognition

- **Credit for Previous Experience – ED-LAT**

Experienced teachers will no longer be penalized by the artificial restriction of an academic year when determining their placement on the pay grid. Now, any portion of any academic year that totals 6 to 12 months will be recognized.

Negotiated Language:

ED-LAT Sub-group Pay Notes

5. Experience

- (a) Within the pay range for each educational level, experience is recognized by the granting of one increment for each year of teaching experience prior to appointment. An employee with no experience will

be appointed at the first (1st) rate in the range. For each year of experience after appointment, an employee will receive one additional increment provided that service has been satisfactory.

Credit for Previous Experience

- (b) A full year of experience prior to appointment will be allowed for any of the following:
 - (i) any full academic year at an establishment, recognized or accredited by a school board or provincial Department of Education, that is, eight (8) months (university teaching), ten (10) months (elementary and secondary school teaching) or eleven (11) to twelve (12) months (government teaching or a recognized commercial school);
 - (ii) any portion of an academic year of six (6) months or more;
 - (iii) any portion of ~~an~~ **any** academic year, in whole months, **which is not already credited in sub-clause 5 (b)(i)**, at an establishment recognized and accredited by a school board or provincial Department of Education, which totals **6 to 12 months** ~~a full academic year, as defined in (i) above~~;
 - (iv) second language teaching at night school or on some other part-time basis in the amount of four hundred (400) hours at an establishment recognized and accredited by a school board or provincial Department of Education;
 - (v) for teaching experience acquired abroad, the employee must provide an equivalency certificate from an establishment recognized or accredited by a school board or provincial Department of Education as defined in (i), (ii), (iii) and (iv);
 - (vi) provided that, in all cases, no more than one (1) full year is credited during a twelve (12)-month calendar year.

- **Teacher Education – ED-LAT**

The recognition of years of university study in any field of discipline will now be recognized for the purpose of placement on the pay grid.

Negotiated Language:

ED- LATs Paynote 6

6. Miscellaneous

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

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

7. An employee appointed to a position in the Language-Teaching Sub-Group prior to November 22, 1988 will not have his or her Education Level lowered solely by the application of pay notes 4 and 6 to Annex "A2".

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

- **Accreditation – Coast Guard College**

A new education levels grid has been introduced to recognize the qualifications of Teachers at Coast Guard College.

Negotiated Language:

Education Levels for ED-ESTs at Canadian Coast Guard College

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

Education Level 3 (Bachelors)

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

Education Level 4 (Bachelors + 1)

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

or

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

Education Level 5 (Bachelors + 2)

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

or

- (b) A Bachelor's or equivalent degree recognized by a Canadian university plus two (2) further years of teacher education as defined in Note 10.

Education Level 6 (Bachelors + 3)

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

or

- (b) A Bachelor's or equivalent degree recognized by a Canadian university plus three (3) further years of teacher education as defined in Note 10.

Miscellaneous

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

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

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

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

- **Accreditation - INAC**

Recognition for Aboriginal Language and Cultural Teachers. The current Appendix G has been modified to explore the way in which cultural knowledge and experience can be properly recognized and applied to the pay grid. This committee will report back no later than June 30, 2011.

Negotiated Language:

**Appendix G
Memorandum of Understanding
between the Treasury Board and the Public Service Alliance of Canada
with Respect to the Education and Experience Grid for ED-EST Teachers**

The parties recognize that the current pay notes may not be adapted to the reality of teachers who teach curriculum through Aboriginal Language(s) and Culture.

As such, the parties agree to establish a joint committee comprised of equal representation that shall meet with 90 days of the signing of this agreement to review and decide upon the appropriate placement on the 10 month ED-EST wage grid of teachers who do not appear to meet the minimum requirement for placement on that grid.

These recommendations shall be referred to the Employer and the Alliance for consideration and action no later than June 30, 2011.

Time spent by the members of the committee shall be considered time worked. All other costs will be the responsibility of each party.

Working Conditions

- **Preparation and Supervisory Time - INAC**

The working conditions for teachers have been improved through a more comprehensive definition of preparation time and supervisory time. Further, preparation time has been increased in 2011 and 2012 and are comparable to provincial standards for preparation time. This applies to 10 month teachers who work at Indian and Northern Affairs.

Negotiated Language:

**ARTICLE 44 - WORK YEAR AND HOURS OF WORK FOR THE ED-EST
SUB-GROUP AND EU GROUP**

Indian and Northern Affairs Canada

44.01

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

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

44.07

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

- **Preparation Time – Coast Guard College**

For members who teach at the Coast Guard College, a definition of preparation time has been introduced for the first time.

Negotiated Language:

Canadian Coast Guard College

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

(b) Preparation time shall be used for the purpose of professional activities as reasonably determined by the teacher.

Education and Training

- **Joint Learning Program**

Renewal of funding for the Joint Learning Program along with an additional \$200,000 annually for the inclusion of participants from other bargaining units.

Negotiated Language:

MOU – JLP

This memorandum is to give effect to the agreement reached between the Employer and the Public Service Alliance of Canada and covers employees in the Program and Administration Services, Operational Services, Technical Services, Border Services and Education and Library Science bargaining units.

The PSAC – TBS Joint Learning Program (JLP) will continue to provide joint training on union-management issues.

The Employer agrees to provide eight million seven hundred and fifty thousand dollars (\$8,750,000) to fund the PSAC – TBS JLP from June 21, 2011

until June 20, 2014. The Employer agrees to provide a further \$600,000 over the life of the 2011-2014 PA collective agreement, to be dedicated specifically to promoting the participation of bargaining agents other than the PSAC in the PSAC – TBS JLP.

The Employer agrees to provide a further \$292,000 per month to the PSAC – TBS JLP starting on June 21, 2014 until the subsequent PA collective agreement is signed to ensure continuity of this initiative.

The PSAC – TBS JLP will continue to be governed by the existing joint PSAC – TBS Steering Committee. The Bargaining Agent Side Secretary on the National Joint Council will be invited to attend the meetings of the PSAC – JLP Steering Committee with voice but no vote. The PSAC – TBS JLP will undertake a review of its governance structure over life of the collective agreement with the objective of including other bargaining agents more fully in the operation of the JLP.

Other Changes

- **Severance**

Severance entitlements for retirement and resignation will cease to accumulate starting on the second day of the contract.

EB indeterminate employees will have three options to cash-out of accumulated voluntary severance calculated at the rate of one week of pay for each year of continuous employment up to a maximum of 30 years of service, with the cash out for partial years of service prorated.

This voluntary severance cash-out extends to term employees who would not normally receive severance at the end of their terms. Under this agreement, term employees with at least one year of employment will receive a one-time cash out of one week for each year of continuous employment.

Currently, there is no voluntary severance for employees who resign before 10 years of service, and only ½ week pay for each year of service for those who have more than 10 years of service. Under this agreement, the voluntary severance cash-out is at one week of pay per year of service for all employees in the EB bargaining unit.

Members have three options to cash out:

1. Immediately cash out their severance at their current rate of pay.
2. Retain the accumulated weeks of severance with a payout on termination or retirement at their exit rate of pay.

3. Cash out some of their severance (a "round" number of weeks) at their current rate of pay, with the remainder to be paid upon termination or retirement at their exit rate of pay.

Protection of Severance for Involuntary Departure

The accumulation of severance entitlements will continue for cases of lay-off, death, termination on probation, and termination for reasons of incapacity or incompetence.

Enhanced Severance Pay in Situations of Lay Off

PSAC has achieved an amendment to the collective agreements that enhances the severance pay entitlement in situations of lay-off that improves with seniority.

- Employees with less than 10 years of service will still get 2 weeks of severance pay for the first year of service plus one week for each year of service thereafter.
- Employees with more than 10 years of service will get 3 weeks of severance pay for the first year of service instead of the current 2 weeks plus one week for each year of service thereafter.
- Employees with more than 20 years of service will get 4 weeks of severance pay for the first year of service instead of the current 2 weeks plus one week for each year of service thereafter.

Monetary Value of the Severance Cash-out

The monetary value of the severance cash-out varies considerably from person to person, depending on their years of service, their career plan, and the option they choose for their cash out. Under what PSAC has negotiated, all employees (including term employees with at least one year of continuous employment) will have a calculation made of total years of continuous employment as of the second day of each new contract.

The following chart shows the before tax value of the cash out by years of continuous employment and annual salary.

Years of Continuous Employment versus Annual Salary	\$30,000	\$35,000	\$40,000	\$45,000	\$50,000	\$55,000	\$60,000	\$65,000	\$70,000	\$75,000
1	575	671	767	862	958	1,054	1,150	1,246	1,342	1,437
2	1,150	1,342	1,533	1,725	1,917	2,108	2,300	2,492	2,683	2,875
3	1,725	2,012	2,300	2,587	2,875	3,162	3,450	3,737	4,025	4,312
4	2,300	2,683	3,067	3,450	3,833	4,216	4,600	4,983	5,366	5,750
5	2,875	3,354	3,833	4,312	4,791	5,271	5,750	6,229	6,708	7,187
6	3,450	4,025	4,600	5,175	5,750	6,325	6,900	7,475	8,050	8,625
7	4,025	4,696	5,366	6,037	6,708	7,379	8,050	8,720	9,391	10,062
8	4,600	5,366	6,133	6,900	7,666	8,433	9,200	9,966	10,733	11,500
9	5,175	6,037	6,900	7,762	8,625	9,487	10,350	11,212	12,075	12,937
10	5,750	6,708	7,666	8,625	9,583	10,541	11,500	12,458	13,416	14,374
11	6,325	7,379	8,433	9,487	10,541	11,595	12,649	13,704	14,758	15,812
12	6,900	8,050	9,200	10,350	11,500	12,649	13,799	14,949	16,099	17,249
13	7,475	8,720	9,966	11,212	12,458	13,704	14,949	16,195	17,441	18,687
14	8,050	9,391	10,733	12,075	13,416	14,758	16,099	17,441	18,783	20,124
15	8,625	10,062	11,500	12,937	14,374	15,812	17,249	18,687	20,124	21,562
16	9,200	10,733	12,266	13,799	15,333	16,866	18,399	19,933	21,466	22,999
17	9,775	11,404	13,033	14,662	16,291	17,920	19,549	21,178	22,807	24,437
18	10,350	12,075	13,799	15,524	17,249	18,974	20,699	22,424	24,149	25,874
19	10,925	12,745	14,566	16,387	18,208	20,028	21,849	23,670	25,491	27,311
20	11,500	13,416	15,333	17,249	19,166	21,082	22,999	24,916	26,832	28,749
21	12,075	14,087	16,099	18,112	20,124	22,137	24,149	26,161	28,174	30,186
22	12,649	14,758	16,866	18,974	21,082	23,191	25,299	27,407	29,515	31,624
23	13,224	15,429	17,633	19,837	22,041	24,245	26,449	28,653	30,857	33,061
24	13,799	16,099	18,399	20,699	22,999	25,299	27,599	29,899	32,199	34,499
25	14,374	16,770	19,166	21,562	23,957	26,353	28,749	31,145	33,540	35,936
26	14,949	17,441	19,933	22,424	24,916	27,407	29,899	32,390	34,882	37,374
27	15,524	18,112	20,699	23,287	25,874	28,461	31,049	33,636	36,224	38,811
28	16,099	18,783	21,466	24,149	26,832	29,515	32,199	34,882	37,565	40,248
29	16,674	19,453	22,232	25,011	27,791	30,570	33,349	36,128	38,907	41,686
30	17,249	20,124	22,999	25,874	28,749	31,624	34,499	37,374	40,248	43,123

Note that the payouts will actually be calculated at the rate of pay in effect on the SECOND day of each contract, after the 2011 increase of 1.75% takes effect.

Negotiated Language:

Effective July 2, 2011 clauses 24.01 (b) and (d) are deleted from the collective agreement.

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

(a) Lay-off

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

(b) Resignation

On resignation, subject to paragraph 24.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment, to a maximum of twenty-six (26) years, with a maximum benefit of thirteen (13) weeks' pay. **(Effective July 2, 2011, this clause will be deleted from the collective agreement.)**

(c) Rejection on Probation

On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be

employed by reason of rejection during a probationary period, one (1) week's pay.

(d) **Retirement**

(i) On retirement, when an employee is entitled to an immediate annuity under the *Public Service Superannuation Act* or when the employee is entitled to an immediate annual allowance under the *Public Service Superannuation Act*,

or

(ii) a part-time employee who regularly works more than thirteen and one half (13 ½) but less than thirty (30) hours a week, and who, if he or she were a contributor under the *Public Service Superannuation Act*, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if he or she were a contributor under the *Public Service Superannuation Act*,

a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay. **(Effective July 2, 2011, this clause will be deleted from the collective agreement.)**

(e) **Death**

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

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

(i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to paragraph 12(1)(e) of the *Financial Administration Act*, one (1)

week's pay for each complete year of continuous employment, to a maximum of twenty-eight (28) weeks.

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

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

For greater certainty, payments made pursuant to 24.04 to 24.07 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

24.03 Appointment to a Separate Agency

~~Notwithstanding paragraph 24.01(b), a~~ An employee who resigns to accept an appointment with an organization listed in Schedule V of the *Financial Administration Act* **shall may choose not to be paid all severance payments resulting from the application of 24.01 (b) (prior to July 2, 2011) or 24.04 to 24.07 (commencing on July 2, 2011) severance pay, provided that the appointing organization will accept the employee's Schedule I and IV of the *Financial Administration Act* service for its severance pay entitlement.**

24.04 Severance Termination

- (a) **Subject to 24.02 above, indeterminate employees on July 2, 2011 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.**
- (b) **Subject to 24.02 above, term employees on July 2, 2011 shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.**

Terms of Payment

24.05 Options

The amount to which an employee is entitled shall be paid, at the employee's discretion, either:

- (a) as a single payment at the rate of pay of the employee's substantive position as of July 2, 2011, or
- (b) as a single payment at the time of the employee's termination of employment from the core public administration, based on the rate of pay of the employee's substantive position at the date of termination of employment from the core public administration, or
- (c) as a combination of (a) and (b), pursuant to 24.06 (c).

24.06 Selection of Option

- (a) The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.
- (b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
- (c) The employee who opts for the option described in 24.05(c) must specify the number of complete weeks to be paid out pursuant to 24.05(a) and the remainder to be paid out pursuant to 24.05(b).
- (d) An employee who does not make a selection under 24.06 (b) will be deemed to have chosen option 24.05 (b).

24.07 Appointment from a Different Bargaining Unit

This clause applies in a situation where an employee is appointed into a position in the EB bargaining unit from a position outside the EB bargaining unit where, at the date of appointment, provisions similar to those in 24.01 (b) and (d) are still in force, unless the appointment is only on an acting basis.

- (a) Subject to 24.02 above, on the date an indeterminate employee becomes subject to this Agreement after July 2, 2011, he or she shall be entitled to severance payment payable under 24.05(b),

equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.

- (b) Subject to 24.02 above, on the date an term employee becomes subject to this Agreement after July 2, 2011, he or she shall be entitled to severance payment payable under 24.05(b), equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
- (c) An employee entitled to a severance payment under subparagraph (a) or (b) shall have the same choice of options outlined in 24.05, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.

Article 20 - Vacation Leave with Pay

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

For greater certainty, severance payments taken under Article 24.04 to 24.07, or similar provisions in other collective agreements, do not reduce the calculation of service for persons who have not yet left the public service.

Appendix B – Workforce Adjustment

- 7.9.2 Notwithstanding the provisions of this Agreement concerning severance pay, an employee who accepts a reasonable job offer pursuant to this Part will not be paid severance pay where successor rights apply and/or, in the case of a Type-2 transitional employment arrangement, when the new employer recognizes the employee's years of continuous employment in the public service for severance pay purposes and provides severance pay entitlements similar to the employee's severance pay entitlements at the time of the transfer.

However, an employee who has a severance termination entitlement under the terms of article 24.05 (b) or (c) shall be paid this entitlement at the time of transfer.

Editorial Changes

This pay note has been changed to reflect the departments where members now work.

Negotiated Language:

ED-EST SUB-GROUP PAY NOTES

1. Any service rendered by an employee on duties classified in the Education (ED) group shall be used in determining the employee's increment step on the EST pay grids.
2. An employee is entitled to be paid at the rate of pay on the pay grid for the appropriate region set forth in Schedules "A1", "A1-1" or "A1-2" as determined by his or her education, professional certification and experience. In addition, employees at these levels are entitled to the appropriate allowance provided in Article 50.
3. The rates of pay in Appendix "A1", "A1-1" and "A1-2" shall be implemented as indicated therein.
4. A teacher in the Department of Indian and Northern Affairs Canada who commences a new school year in the month of July or the month of August is entitled to be paid from the commencement of his or her school year at the rate of pay that becomes effective at the commencement of the school year, including the applicable increment provided he or she has given satisfactory service.
5. The Employer will pay teachers of INAC on a semi-monthly basis.
6. Notwithstanding Pay Note 2, an employee on a twelve (12) month work year in Correctional Service of Canada, Department of National Defence Canada or **Department of Fisheries and Oceans** ~~Transport Canada~~ is entitled to be paid for services rendered at rates of pay which are higher by twenty per cent (20%) than the rates of pay on the appropriate education experience grid set forth in Schedule "A1", and if applicable, the allowances set forth in Article 49.