

# **Agreement between the Treasury Board and the Professional Institute of the Public Service of Canada**

Group: Health Services  
(all employees)

Expiry Date: 30 September 2014

Treasury Board of Canada Secretariat  
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**THIS AGREEMENT COVERS THE FOLLOWING GROUPS:**

<b>CODE</b>	<b>GROUP</b>	
207	Dentistry	(DE)
213	Nutrition and Dietetics	(ND)
217	Medicine	(MD)
219	Nursing	(NU)
220	Occupational and Physical Therapy	(OP)
221	Pharmacy	(PH)
223	Psychology	(PS)
226	Social Work	(SW)
228	Veterinary Medicine	(VM)



## TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page</u>
1	PURPOSE OF AGREEMENT .....	1
**2	INTERPRETATION AND DEFINITIONS.....	1
3	OFFICIAL TEXTS .....	3
4	APPLICATION .....	4
5	MANAGEMENT RIGHTS .....	4
6	RIGHTS OF EMPLOYEES .....	4
7	PUBLICATIONS AND AUTHORSHIP .....	4
8	HOURS OF WORK AND SHIFT WORK .....	5
**9	OVERTIME .....	13
**10	CALL-BACK .....	15
**11	STANDBY .....	17
**12	DESIGNATED PAID HOLIDAYS .....	18
**13	TRAVELLING TIME .....	22
14	LEAVE - GENERAL .....	25
**15	VACATION LEAVE .....	26
**16	SICK LEAVE .....	30

17	OTHER LEAVE WITH OR WITHOUT PAY.....	31
17.01	General .....	31
**17.02	Bereavement Leave With Pay.....	32
17.03	Maternity Leave without Pay .....	33
17.04	Maternity Allowance .....	34
17.05	Special Maternity Allowance for Totally Disabled Employees .....	37
17.06	Parental Leave Without Pay.....	38
17.07	Parental Allowance .....	39
17.08	Special Parental Allowance for Totally Disabled Employees .....	42
17.09	Leave Without Pay for the Care of Immediate Family .....	43
17.10	Leave Without Pay for Personal Needs .....	44
17.11	Leave Without Pay for Relocation of Spouse.....	45
**17.12	Leave With Pay for Family-Related Responsibilities .....	45
**17.13	Court Leave With Pay .....	47
17.14	Personnel Selection Leave With Pay .....	48
17.15	Injury-on-Duty Leave With Pay.....	48
17.16	Examination Leave.....	49
17.17	Religious Observance .....	49
**17.18	Maternity-related Reassignment or Leave .....	49
17.19	Medical Appointment for Pregnant Employees .....	51
17.20	Volunteer Leave .....	51
17.21	Other Leave With Pay .....	52
17.22	Other Leave Without Pay .....	52
18	CAREER DEVELOPMENT .....	53
**19	SEVERANCE PAY.....	58
20	STATEMENT OF DUTIES .....	63
21	REGISTRATION FEES.....	63
22	RESPONSIBILITY FOR PHARMACEUTICAL SERVICES.....	64
23	TECHNOLOGICAL CHANGE .....	64
**24	SAFETY AND HEALTH .....	65

**25	RECOGNITION.....	66
**26	CHECK-OFF .....	66
27	USE OF EMPLOYER FACILITIES.....	68
**28	INFORMATION.....	68
29	STEWARDS.....	69
30	LEAVE FOR LABOUR RELATIONS MATTERS.....	70
31	ILLEGAL STRIKES .....	74
32	INTERPRETATION OF AGREEMENT .....	74
33	DISPUTE RESOLUTION .....	74
34	GRIEVANCE PROCEDURE .....	74
**35	NATIONAL JOINT COUNCIL AGREEMENTS.....	82
36	JOINT CONSULTATION.....	83
37	STANDARDS OF DISCIPLINE .....	85
38	LABOUR DISPUTES .....	86
39	PART-TIME EMPLOYEES.....	86
40	EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES .....	90
41	EMPLOYMENT REFERENCES.....	91
42	SEXUAL HARASSMENT .....	91
43	NO DISCRIMINATION .....	92
44	PENOLOGICAL FACTOR ALLOWANCE .....	92
**45	PAY.....	94
46	VARIATION IN HOURS OF WORK .....	97

47	SHIFT AND WEEKEND PREMIUMS.....	100
48	SHIFT PRINCIPLE.....	100
49	CONTRACTING OUT .....	101
50	DANGEROUS GOODS.....	102
51	AGREEMENT RE-OPENER .....	102
**52	DURATION .....	102
<b>**APPENDIX "A" .....</b>		<b>105</b>
DE - DENTISTRY GROUP		
	ANNUAL RATES OF PAY .....	105
MD - MEDICINE GROUP		
	ANNUAL RATES OF PAY .....	107
ND - NUTRITION AND DIETETICS GROUP		
	ANNUAL RATES OF PAY .....	110
OP - OCCUPATIONAL AND PHYSICAL THERAPY GROUP		
	ANNUAL RATES OF PAY .....	115
PH - PHARMACY GROUP		
	ANNUAL RATES OF PAY .....	121
PS - PSYCHOLOGY GROUP		
	ANNUAL RATES OF PAY .....	123
SW - SOCIAL WORK GROUP		
	ANNUAL RATES OF PAY .....	125
VM - VETERINARY MEDICINE GROUP		
	ANNUAL RATES OF PAY .....	128



<b>**APPENDIX “A-1”</b> .....	<b>130</b>
NU - NURSING GROUP COMBINED ANNUAL RATES OF PAY FOR HOSPITAL AND COMMUNITY HEALTH NURSING (HOS & CHN)	
<b>**APPENDIX “A-2”</b> .....	<b>153</b>
NU - NURSING GROUP NATIONAL RATES OF PAY FOR HEALTH CANADA NU-CHN IN REMOTE AND ISOLATED COMMUNITIES (CWIS TYPE 1 AND 2)	
<b>**APPENDIX “A-3”</b> .....	<b>159</b>
NU - NURSING GROUP SUBGROUP: MEDICAL ADJUDICATOR (EMA) ANNUAL RATES OF PAY	
<b>APPENDIX “B”</b> .....	<b>161</b>
EDUCATION ALLOWANCES - NURSING GROUP	
<b>MEMORANDA OF UNDERSTANDING</b> .....	<b>163</b>
<b>**APPENDIX “C”</b> .....	<b>164</b>
MEMORANDUM OF UNDERSTANDING BETWEEN THE TREASURY BOARD (HEREINAFTER CALLED THE EMPLOYER) AND THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA (HEREINAFTER CALLED THE INSTITUTE) IN RESPECT OF THE HEALTH SERVICES BARGAINING UNIT - ALLOWANCE FOR THE EMPLOYEES OF THE MD GROUP	

**\*\*APPENDIX “D” .....166**

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE TREASURY BOARD  
(HEREINAFTER CALLED THE EMPLOYER) AND  
THE PROFESSIONAL INSTITUTE OF THE  
PUBLIC SERVICE OF CANADA (HEREINAFTER  
CALLED THE INSTITUTE) IN RESPECT OF THE  
HEALTH SERVICES BARGAINING UNIT -  
ALLOWANCE FOR THE FORENSIC  
PSYCHIATRISTS IN THE MD-MSP SUB-GROUP

**APPENDIX “E” .....168**

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE TREASURY BOARD  
(HEREINAFTER CALLED THE EMPLOYER) AND  
THE PROFESSIONAL INSTITUTE OF THE  
PUBLIC SERVICE OF CANADA (HEREINAFTER  
CALLED THE INSTITUTE) IN RESPECT OF THE  
HEALTH SERVICES BARGAINING UNIT -  
RECRUITMENT ALLOWANCE FOR HEALTH  
CANADA NURSES IN REMOTE OR ISOLATED  
COMMUNITIES

**\*\*APPENDIX “F” .....172**

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE TREASURY BOARD  
(HEREINAFTER CALLED THE EMPLOYER) AND  
THE PROFESSIONAL INSTITUTE OF THE  
PUBLIC SERVICE OF CANADA (HEREINAFTER  
CALLED THE INSTITUTE) IN RESPECT OF THE  
HEALTH SERVICES BARGAINING UNIT -  
RETENTION ALLOWANCE FOR HEALTH  
CANADA NURSES IN REMOTE OR ISOLATED  
COMMUNITIES

**APPENDIX “G” .....176**

MEMORANDUM OF UNDERSTANDING  
 BETWEEN THE TREASURY BOARD  
 (HEREINAFTER CALLED THE EMPLOYER) AND  
 THE PROFESSIONAL INSTITUTE OF THE  
 PUBLIC SERVICE OF CANADA (HEREINAFTER  
 CALLED THE INSTITUTE) IN RESPECT OF THE  
 HEALTH SERVICES BARGAINING UNIT -  
 EXPANDED PROFESSIONAL ROLE  
 ALLOWANCE FOR HEALTH CANADA NURSES

**APPENDIX “H” .....180**

MEMORANDUM OF UNDERSTANDING  
 BETWEEN THE TREASURY BOARD  
 (HEREINAFTER CALLED THE EMPLOYER) AND  
 THE PROFESSIONAL INSTITUTE OF THE  
 PUBLIC SERVICE OF CANADA (HEREINAFTER  
 CALLED THE INSTITUTE) IN RESPECT OF THE  
 HEALTH SERVICES BARGAINING UNIT -  
 NURSE-IN-CHARGE ALLOWANCE FOR HEALTH  
 CANADA NURSES

**APPENDIX “I” .....182**

MEMORANDUM OF UNDERSTANDING  
 BETWEEN THE TREASURY BOARD  
 (HEREINAFTER CALLED THE EMPLOYER) AND  
 THE PROFESSIONAL INSTITUTE OF THE  
 PUBLIC SERVICE OF CANADA (HEREINAFTER  
 CALLED THE INSTITUTE) IN RESPECT OF THE  
 HEALTH SERVICES BARGAINING UNIT - TRIP  
 FOR HEALTH CANADA NURSES IN REMOTE  
 AND ISOLATED COMMUNITIES

**\*\*APPENDIX “J” .....185**

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE TREASURY BOARD  
(HEREINAFTER CALLED THE EMPLOYER) AND  
THE PROFESSIONAL INSTITUTE OF THE  
PUBLIC SERVICE OF CANADA (HEREINAFTER  
CALLED THE INSTITUTE) IN RESPECT OF THE  
HEALTH SERVICES BARGAINING UNIT -  
ALLOWANCE FOR PSYCHOLOGISTS

**\*\*APPENDIX “K” .....188**

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE TREASURY BOARD  
(HEREINAFTER CALLED THE EMPLOYER) AND  
THE PROFESSIONAL INSTITUTE OF THE  
PUBLIC SERVICE OF CANADA (HEREINAFTER  
CALLED THE INSTITUTE) IN RESPECT OF THE  
HEALTH SERVICES BARGAINING UNIT -  
ALLOWANCE FOR THE EMPLOYEES OF THE  
MD-MOF SUB-GROUP IN CORRECTIONAL  
SERVICE CANADA

**\*\*APPENDIX “L” .....190**

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE TREASURY BOARD  
(HEREINAFTER CALLED THE EMPLOYER) AND  
THE PROFESSIONAL INSTITUTE OF THE  
PUBLIC SERVICE OF CANADA (HEREINAFTER  
CALLED THE INSTITUTE) IN RESPECT OF THE  
HEALTH SERVICES BARGAINING UNIT -  
ALLOWANCE FOR THE EMPLOYEES OF THE  
NU-HOS AND NU-CHN SUB-GROUPS IN  
CORRECTIONAL SERVICE CANADA

**\*\*APPENDIX “M” .....193**

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE TREASURY BOARD  
(HEREINAFTER CALLED THE EMPLOYER) AND  
THE PROFESSIONAL INSTITUTE OF THE  
PUBLIC SERVICE OF CANADA (HEREINAFTER  
CALLED THE INSTITUTE) IN RESPECT OF THE  
HEALTH SERVICES BARGAINING UNIT -  
ALLOWANCE FOR PERSONNEL  
PSYCHOLOGISTS

**\*\*APPENDIX “N” .....196**

LETTER OF UNDERSTANDING  
CONCERNING THE HEALTH SERVICES  
GROUP RE: SECOND ON-STANDBY FOR  
THE HEALTH CANADA NURSES IN  
REMOTE AND ISOLATED COMMUNITIES

**\*\*APPENDIX “O” .....197**

LETTER OF UNDERSTANDING  
CONCERNING THE HEALTH SERVICES  
GROUP RE: EMPLOYEE LEAVE STATUS  
DURING OR AS A RESULT OF A CRITICAL  
INCIDENT IN HEALTH CANADA

**APPENDIX “P” .....198**

MEMORANDUM OF AGREEMENT  
REGIONAL RESOURCE TEAMS

**APPENDIX “Q” .....199**

MEMORANDUM OF UNDERSTANDING  
CONCERNING THE HEALTH SERVICES  
GROUP RE: SAFETY AND HEALTH  
INFORMATION

**APPENDIX “R” .....201**

LETTER OF UNDERSTANDING  
CONCERNING THE HEALTH SERVICES  
GROUP RE: DISCIPLINARY INVESTIGATION  
PROCEDURE

**\*\*APPENDIX “S” .....202**

WORKFORCE ADJUSTMENT

**APPENDIX “T” .....242**

LETTER OF UNDERSTANDING  
CONCERNING THE HEALTH SERVICES  
GROUP RE: PROFESSIONAL CARE AND  
SERVICE DELIVERY

**\*\*APPENDIX “U” .....243**

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE TREASURY BOARD  
(HEREINAFTER CALLED THE EMPLOYER) AND  
THE PROFESSIONAL INSTITUTE OF THE  
PUBLIC SERVICE OF CANADA (HEREINAFTER  
CALLED THE INSTITUTE) IN RESPECT OF THE  
HEALTH SERVICES BARGAINING UNIT –  
NURSE PRACTITIONER ALLOWANCE FOR  
HEALTH SERVICES GROUP

\*\*Asterisks denote changes from the previous collective agreement.

## **ARTICLE 1**

### **PURPOSE OF AGREEMENT**

**1.01** The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Institute, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement.

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

## **ARTICLE 2**

### **INTERPRETATION AND DEFINITIONS**

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

**“bargaining unit”** means the employees of the Employer in the group described in Article 25, Recognition (« unité de négociation »);

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

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

\*\*

**“continuous employment”** has the same meaning as specified in the Directive on Terms and Conditions of Employment on the date of signing of this Agreement (« emploi continu »);

**“daily rate of pay”** means an employee’s weekly rate of pay divided by five (5) (« taux de rémunération journalier »);

**“day of rest”** in relation to an employee means a day, other than a designated paid holiday, on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave (« jour de repos »);

**“designated paid holiday”** means the twenty-four (24) hour period commencing at 00:01 hour of a day designated as a holiday in this Agreement (« jour férié désigné payé »);

**“double time”** means two (2) times the employee’s hourly rate of pay (« tarif double »);

**“employee”** means a person so defined by the *Public Service Labour Relations Act* and who is a member of the bargaining unit (« employé »);

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

**“headquarters area”** has the same meaning as given to the expression in the Travel Directive (« région du lieu d’affectation »);

**“hourly rate of pay”** means a full-time employee’s weekly rate of pay divided by thirty-seven decimal five (37.5) (« taux de rémunération horaire »);

**“Institute”** means the Professional Institute of the Public Service of Canada (« Institut »);

**“lay-off”** means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function (« mise en disponibilité »);

**“leave”** means authorized absence from duty (« congé »);



“**membership dues**” means the dues established pursuant to the by-laws and regulations of the Institute as the dues payable by its members as a consequence of their membership in the Institute, and shall not include any initiation fee, insurance premium, or special levy (« cotisations syndicales »);

“**overtime**” means work required by the Employer, to be performed by the employee in excess of his daily hours of work (« heures supplémentaires »);

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

“**straight-time rate**” means the employee hourly rate of pay (« tarif normal »);

“**time and one-half**” means one and one half (1 1/2) times the employee’s hourly rate of pay (« tarif et demi »);

“**weekly rate of pay**” means an employee’s annual rate of pay divided by 52.176 (« taux de rémunération hebdomadaire »).

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

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

### **ARTICLE 3 OFFICIAL TEXTS**

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

## **ARTICLE 4 APPLICATION**

**4.01** The provisions of this Agreement apply to the Institute, employees and the Employer.

**4.02** In this Agreement, words importing the masculine gender shall include the feminine gender.

## **ARTICLE 5 MANAGEMENT RIGHTS**

**5.01** All the functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Institute as being retained by the Employer.

## **ARTICLE 6 RIGHTS OF EMPLOYEES**

**6.01** Nothing in this Agreement shall be construed as an abridgement or restriction of an employee's constitutional rights or of any right expressly conferred in an Act of the Parliament of Canada.

## **ARTICLE 7 PUBLICATIONS AND AUTHORSHIP**

### **Preamble**

For the purpose of this article: "Publication" shall include, for example, scientific and professional papers, articles, manuscripts, monographs, audio and visual products and computer software.

**7.01** The Employer agrees to continue the present practice of ensuring that employees have ready access to all publications considered necessary to their work by the Employer.

**7.02** The Employer agrees that publications prepared by an employee, within the scope of his employment, will be retained on appropriate departmental files for the normal life of such files. The Employer will not unreasonably withhold permission for publication. At the Employer's discretion, recognition of authorship will be given where practicable in departmental publications.

**7.03** When an employee acts as a sole or joint author or editor of a publication, the authorship or editorship shall normally be acknowledged on such publication.

**7.04**

- (a) The Employer may suggest revisions to a publication and may withhold approval to publish.
- (b) When approval for publication is withheld, the author(s) shall be so informed in writing of the reasons, if requested by the employee.
- (c) Where the Employer wishes to make changes in a publication with which the author does not agree, the employee shall not be credited publicly if the employee so requests.

## **ARTICLE 8 HOURS OF WORK AND SHIFT WORK**

**8.01**

For the purpose of this article, a week shall consist of seven (7) consecutive days beginning at 00:01 hours Monday and ending at 24:00 hours Sunday. The day is a twenty-four (24) hour period commencing at 00:01 hours.

**Clauses 8.02 to 8.07 do not apply to NU employees on shift work**

**8.02 Hours of work - General**

- (a) This paragraph does not apply to the DE, MD and NU groups.

The scheduled work week shall be thirty-seven decimal five (37.5) hours and the scheduled work day shall be seven decimal five (7.5) consecutive hours, exclusive of a meal period, between the hours of 7:00 a.m. and 6:00 p.m. The normal work week shall be Monday to Friday inclusive.

- (b) Subparagraphs (i) to (v) apply to the NU Group only.
- (i) For employees engaged in non-shift work, the normal work week shall be thirty-seven decimal five (37.5) hours and the normal work day shall be seven decimal five (7.5) consecutive hours, exclusive of a meal period, between the hours of 7 a.m. and 6 p.m.
  - (ii) When normal hours, other than those provided in subparagraph 8.02(b)(i), are in existence when this Agreement is signed, the Employer, on request, will consult with the Institute on such hours of work and in such consultation establish that such hours are required to meet the needs of the public and/or the efficient operation of the service. Where normal hours are to be changed so that they are different from those specified in paragraph 8.02(b), the Employer, except in cases of emergency, will consult in advance with the Institute on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the Service.
  - (iii) It is understood that consultation may be held at the local level and will be referred to the appropriate Employer and Institute levels before implementation.
  - (iv) Within five (5) days of notification of consultation served by either party, the Institute shall notify the Employer in writing of the representative authorized to act on behalf of the Institute for consultation purposes.
  - (v) When operational requirements permit, an employee shall not be scheduled to work in excess of fifty-two decimal five (52.5) hours without at least two (2) consecutive days of rest.
- (c) Subparagraphs (i) to (iii) apply to the DE and MD groups only.
- (i) The normal hours of work shall average thirty-seven decimal five (37.5) hours per week over each four-week (4) period. Subject to the approval of the Employer, the hours of work shall be arranged to suit an employee's individual duties.

- (ii) A reconciliation of hours of work will be made by the employee and the immediate supervisor for each four-week (4) period. In computing the hours of work within the period, vacation and other leaves of absence will account for seven decimal five (7.5) hours per day.
  - (iii) Where operational requirements permit, the normal work week shall be Monday through Friday.
- (d) This paragraph only applies to ND-DITs in hospitals.

The work week of Dietitians, in the ND Group, employed in hospitals may be varied to accommodate local operational requirements provided that such variations are not contrary to the provisions of clause 8.04.

### **8.03 Flexible hours**

This clause does not apply to employees in the MD and DE groups.

Upon the request of an employee and the concurrence of the Employer, an employee may work flexible hours on a daily basis so long as the daily hours amount to seven decimal five (7.5).

### **8.04 Days of Rest**

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

### **8.05 Monthly Attendance Registers**

Employees will submit monthly attendance registers; only those hours of overtime and absences need be specified.

### **8.06 Compressed Work Week**

Notwithstanding the provisions of this article, upon request of an employee and the concurrence of the Employer, an employee may complete his weekly hours of employment in a period of other than five (5) full days provided that over a period of twenty-one (21) or a period of twenty-eight (28) calendar days the employee works an average of thirty-seven decimal five (37.5) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every twenty-one (21) day period or

in every twenty-eight (28) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for him.

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

Implementation of this clause is subject to Article 46, Variations in Hours of Work.

**8.07** When operational requirements permit, two (2) rest periods of fifteen (15) minutes each shall be provided during each normal work day.

**Clauses 8.08 to 8.25 apply only to NU employees on shift work**

**8.08 Shift Work - Definitions**

- (a) "shift schedule" means the arrangement of shifts over a given period of time and includes days of rest and designated paid holidays;
- (b) "shift work" means rotation through two (2) or more periods of eight (8) hours or longer where operational requirements necessitate sixteen (16) or twenty-four (24) hours coverage each day or where the requirements of the position would normally necessitate rotation but the employee, with the approval of the Employer, works on permanent evening or night duty.

**8.09 Scheduled Work Week and Scheduled Work Day**

Hours of work shall be scheduled so that employees, over a minimum period of four (4) weeks work:

- (a)
  - (i) an average of thirty-seven decimal five (37.5) hours per week,  
and
  - (ii) an average of five (5) days per week;
- (b) seven decimal five (7.5) hours per day;

- (c) the commencement and/or end of each shift may be varied by fifteen (15) minutes to provide for the continuity of care and/or an appropriate length of the meal period;
- (d) the daily hours of work shall be consecutive and exclusive of meal periods;
- (e)
  - (i) notwithstanding subparagraph 8.09(a)(ii) and paragraph 8.09(b), upon the request of a three-quarter majority of the employees affected and with the concurrence of the Employer, hours of work may be modified provided no shift exceeds twelve (12) hours or is less than seven decimal five (7.5) hours;
  - (ii) implementation of subparagraph 8.09(e)(i) is subject to Article 46, Variations in Hours of Work.

#### **8.10**

- (a) When operational requirements permit, an employee shall receive four (4) days' rest in every two (2) week period and scheduled so that two (2) consecutive days of rest are received at a time. Upon request of an employee and with the concurrence of the Employer, the employee's days of rest may be split.
- (b) Employees shall receive one (1) out of two (2) weekends (Saturday and Sunday) off duty, except:
  - (i) when other scheduling is authorized by mutual agreement,
  - (ii) in Correctional Service Canada, wherever possible, employees shall receive one (1) out of two (2) weekends off duty. However, employees shall be granted one (1) out of three (3) weekends off duty.
- (c) An employee may meet with local management to offer scheduling suggestions to provide the maximum number of weekends off duty.

**8.11** Where an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:

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

or

- (b) on the day it terminates where more than half (1/2) of the hours worked fall on that day.

Accordingly, the first (1st) day of rest will be considered to start immediately after midnight of the calendar day on which the employee worked or is considered to have worked his last scheduled shift; and the second (2nd) day of rest will start immediately after midnight of the employee's first (1st) day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

**8.12** The standard shift cycle will be scheduled as follows:

12 midnight	to	8 a.m.
8 a.m.	to	4 p.m.
4 p.m.	to	12 midnight
or		
11:30 p.m.	to	7:30 a.m.
7:30 a.m.	to	3:30 p.m.
3:30 p.m.	to	11:30 p.m.
or		
11:00 p.m.	to	7:00 a.m.
7:00 a.m.	to	3:00 p.m.
3:00 p.m.	to	11:00 p.m.

**8.13**

- (a) Where standard shift cycles are to be changed so that they are different from those specified in clause 8.12, the Employer, except in cases of emergency, will consult in advance with the Institute on the timing of such cycles and in such consultation establish that such cycles are required to meet the needs of the public and/or the efficient operation of the service.



- (b) It is understood that consultation may be held at the local level and will be referred to the appropriate Employer/Institute levels before implementation.
- (c) It is understood by the parties that the provisions of clause 8.12 will not be applicable in respect of employees whose work week is less than thirty-seven decimal five (37.5) hours per week.

#### **8.14 Scheduling of Shifts**

The Employer shall set up a shift schedule which shall cover a minimum period of four (4) weeks, posted two (2) weeks in advance, which will cover the normal requirements of the work area.

#### **8.15**

- (a) The staffing, preparation, posting and administration of shift schedules are the responsibility of the Employer.
- (b) When a change in the shift schedule is required, the Employer shall make every reasonable effort to notify employees on leave before they return to work.

**8.16** Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

**8.17** Every reasonable effort shall be made by the Employer to consider the wishes of the majority of employees concerned in the arrangements of shifts within a shift schedule. Consideration shall be given to an employee's request for permanent evening or night duty.

**8.18** An employee who normally rotates shifts shall be scheduled to work the majority of shifts on day duty whenever possible. For purposes of verification, a period of twelve (12) complete weeks commencing with the start of a shift schedule will be used or such longer period as may be mutually agreeable with the staff concerned.

**8.19** There shall be a time period of at least fifteen (15) hours elapsing between changes to scheduled shifts, except in cases of emergency. Upon request of an employee, and with the concurrence of the Employer, the time period elapsing between changes to scheduled shifts may be shorter than fifteen (15) hours.

**8.20**

- (a) An employee who is required to change his scheduled shift without receiving at least seventy-two (72) hours' notice in advance of the starting time of such change in the scheduled shift, shall be paid for the first (1st) shift worked on the revised schedule at the rate of time and one-half (1 1/2). Subsequent shifts worked on the revised schedule shall be paid for at the hourly rate of pay.
- (b) In addition, where an employee reports for work without notice of a change in his shift schedule, the employee shall receive four (4) hours' pay at straight-time, should his service not be required.
- (c) When a change in the shift schedule is required, the Employer shall make every reasonable effort to personally notify employees on leave before they return to work.

**8.21** Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours (subparagraph 8.09(e)(i)) shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

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

**8.23** Where operational requirements permit the meal period will be as close to the middle of the shift as possible and will be taken at a location other than the place of duty.

**8.24** When operational requirements permit, two (2) rest periods of fifteen (15) minutes each shall be provided during each normal work day.

**8.25** When operational requirements permit, an employee shall not be scheduled to work in excess of fifty-two decimal five (52.5) hours without at least two (2) consecutive days of rest. Upon request of an employee and with the concurrence of the Employer, the employee's days of rest may be split.

**ARTICLE 9**  
**OVERTIME**

**9.01** When an employee is required by the Employer to work overtime the employee shall be compensated as follows:

**Paragraphs 9.01(a) and 9.01(b) do not apply to the MD and DE Groups**

(a)

- (i) time and one-half (1 1/2), except as provided for in subparagraph 9.01(a)(ii);
- (ii) double (2) time for all hours of overtime worked in excess of seven decimal five (7.5) consecutive hours of overtime in any contiguous period, and for all hours worked on the second (2nd) or subsequent day of rest. Second (2nd) or subsequent day of rest means the second (2nd) or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest;

\*\*

- (iii) notwithstanding subparagraph (ii) above, if, in an unbroken series of consecutive and contiguous calendar days of rest, the Employer permits the employee to work the required overtime on a day of rest requested by the employee, then the compensation shall be at time and one-half (1 1/2) for the first day worked.

(b) on a holiday, the employee shall be paid, in addition to the pay that he would have been granted had he not worked on the holiday:

- (i) one and one-half (1 1/2) times his hourly rate of pay for the first (1st) seven decimal five (7.5) hours worked;  
and
- (ii) two (2) times his hourly rate of pay for hours worked in excess of seven decimal five (7.5) hours;

(iii) when an employee works on a holiday following a day of rest on which the employee also worked and received overtime in accordance with subparagraph 9.01(a)(ii), the employee shall be paid, in addition to the pay that he would have been granted had he not worked on the holiday, two (2) times his hourly rate of pay for all time worked.

(c) This paragraph applies to the MD and DE Groups only.

When an employee is required by the Employer to work overtime, the employee shall be compensated at the rate of one and one-half (1 1/2) times the employee's hourly rate of pay for each hour worked in excess of the normal hours of work for each four-week (4) period.

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

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

\*\*

**9.04** Upon application by the employee and at the discretion of the Employer, or at the request of the Employer and the concurrence of the employee, compensation earned under this article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this article. Compensatory leave earned in a fiscal year and outstanding on 30 September of the next following fiscal year shall be paid at the employee's hourly rate of pay on 30 September.

**9.05** When a payment is being made as a result of the application of this article, the Employer will endeavour to make such payment within six (6) weeks following the end of the pay period for which the employee requests payment, or, if payment is required to liquidate compensatory leave outstanding at the expiry of the fiscal year, the Employer will endeavour to make such payment within six (6) weeks of the commencement of the first (1st) pay period after 30 September of the next following fiscal year.

**9.06**

- (a) An employee who works three (3) or more hours of overtime immediately before or immediately following his scheduled hours of work shall be reimbursed for one meal in the amount of ten dollars fifty (\$10.50), except where free meals are provided. Reasonable time with pay to be determined by the Employer shall be allowed the employee in order to take a meal either at or adjacent to his place of work.
- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be reimbursed for one additional meal in the amount of ten dollars fifty (\$10.50) except where free meals are provided. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that he may take a meal break either at or adjacent to his place of work.
- (c) Paragraphs 9.06(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.

**9.07**

- (a) Subject to operational requirements of the service and except in case of emergency, the Employer shall make every reasonable effort to avoid excessive overtime and to allocate overtime work on an equitable basis among readily available employees who are deemed qualified by the Employer.
- (b) Provided provisions of paragraph 9.07(a) are met, the Employer endeavours to allocate overtime first to those employees who have indicated a willingness to work overtime.

**ARTICLE 10**  
**CALL-BACK**

**10.01** When an employee is called back to work or when an employee who is on stand-by duty is called back to work by the Employer any time outside his normal working hours the employee shall be entitled to the greater of:

- (a) a minimum of three (3) hours' pay at the applicable overtime,

or

- (b) compensation at the applicable overtime rate for each hour worked.

**10.02 This clause applies to the NU Group only**

With respect to employees of Health Canada in the NU Group at Nursing Stations, Health Centres and Health Stations, when there is no on-duty supervision, call-back calculated in accordance with 10.01 will be paid once in each 3-hour (3) period.

\*\*

**10.03** Upon application by the employee and at the discretion of the Employer, or at the request of the Employer and the concurrence of the employee, compensation earned under this article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this article. Compensatory leave earned in a fiscal year and outstanding on 30 September of the next following fiscal year shall be paid at the employee's hourly rate of pay on 30 September.

**10.04** When a payment is being made as a result of the application of this article, the Employer will endeavour to make such payment within six (6) weeks following the end of the pay period for which the employee requests payment, or, if payment is required to liquidate compensatory leave outstanding at the expiry of the fiscal year, the Employer will endeavour to make such payment within six (6) weeks of the commencement of the first (1st) pay period after 30 September of the next following fiscal year.

**Clause 10.05 applies to the DE and MD Groups only**

**10.05** When an employee is called back to work without prior notice at any time outside his normal hours of work, for work not contiguous to his normal hours of work, the employee shall be entitled to the greater of:

- (a) Credit for all hours worked for the purpose of:
- (i) subparagraph 8.02(c)(i),
- or
- (ii) paragraph 9.01(c) if the hours worked are in excess of the normal hours of work for the applicable four (4) week period,

or

(b) A minimum:

(i) credit of four (4) hours of work for the purpose of subparagraph 8.02(c)(i),

or

(ii) four (4) hours pay at the employee's hourly rate of pay if the hours worked are in excess of the normal hours of work for the applicable four (4) week period,

except that either minimum shall only apply once during a single period of eight (8) hours.

## **ARTICLE 11**

### **STANDBY**

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

**11.02** An employee on standby who is called in to work by the Employer and who reports for work shall be compensated in accordance with those clauses of Article 10, Call-Back, which are applicable to him.

\*\*

**11.03** An employee required to be on standby duty shall be available during his period of standby at a known telecommunication number and be readily able to return for duty as quickly as possible if called.

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

**ARTICLE 12**  
**DESIGNATED PAID HOLIDAYS**

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For greater certainty, full-time employees who do not work on a designated paid holiday are entitled to seven decimal five (7.5) hours pay at the straight-time rate.

**12.01** Subject to clause 12.02, the following days shall be designated paid holidays for employees:

- (a) New Year's Day,
  - (b) Good Friday,
  - (c) Easter Monday,
  - (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday,
  - (e) Canada Day,
  - (f) Labour Day,
  - (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
  - (h) Remembrance Day,
  - (i) Christmas Day,
  - (j) Boxing Day,
  - (k) one (1) additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or in any area where, in the opinion of the Employer, no such day is recognized as a provincial or civic holiday, the first (1st) Monday in August,
- and
- (l) one (1) additional day when proclaimed by an Act of Parliament as a National Holiday.



**12.02** An employee absent without pay on both his full working day immediately preceding and his full working day immediately following a designated paid holiday, is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 30, Leave for Labour Relations Matters.

**12.03 Designated Paid Holiday Falling on a Day of Rest**

When a day designated as a paid holiday under clause 12.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first (1st) normal working day following his day of rest.

**12.04** When a day designated as a paid holiday for an employee is moved to another day under the provisions of clause 12.03:

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

and

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

**12.05 Compensation for Work on a Designated Paid Holiday**

**Paragraph 12.05(a) does not apply to the NU group**

- (a) Compensation for work on a designated paid holiday will be in accordance with Article 9, Overtime.

**Paragraphs 12.05(b) and 12.05(c) apply only to the NU Group**

- (b) Entitlement

On a designated paid holiday, an employee shall be entitled, in addition to the pay he would have been granted had he not worked on the holiday:

- (i)
  - (A) one and one-half (1 1/2) times his hourly rate of pay for the first (1st) seven decimal five (7.5) hours worked;

and

- (B) two (2) times his hourly rate of pay for hours worked in excess of seven decimal five (7.5) hours;

or

- (ii) when an employee works on a holiday following a day of rest on which the employee also worked and received overtime in accordance with subparagraph 9.01(a)(ii), two (2) times his hourly rate of pay for all time worked.

(c) Compensation

The entitlement earned according to 12.05(b) shall be compensated:

(i)

- (A) in cash;

or

\*\*

- (B) upon request and with the approval of the Employer, or at the request of the Employer and the concurrence of the employee, in the form of compensatory leave with pay. Compensatory leave earned in a fiscal year and outstanding on 30 September of the next following fiscal year shall be paid at the employee's hourly rate of pay on 30 September;

or

\*\*

- (C) upon request and with the approval of the Employer, or at the request of the Employer and the concurrence of the employee, a combination of cash and a lieu day, as follows:

- (I) leave with pay (straight-time rate of pay) to be taken at a later date comprising;

a day (7.5 hours) in lieu of the holiday;

- (II) plus, if the employee's normal scheduled daily hours are greater than seven decimal five (7.5) hours, the number of hours equal to the difference between the employee's normal scheduled daily hours and seven decimal five (7.5) hours;  
  
and
  - (III) payment in cash for the entitlement not already compensated under 12.05(c)(i)(C)(I).
- (ii) Subject to operational requirements and adequate advance notice, the Employer shall grant leave with pay mentioned in 12.05(c)(i)(C) at such times as the employee may request.
  - (iii) When in a fiscal year an employee has not been granted all of his leave with pay mentioned in 12.05(c)(i)(C) as requested by him such leave shall be carried over for one (1) year at the employee's request.
  - (iv) In the absence of such request, unused leave with pay shall be paid off at the employee's straight-time rate of pay in effect when the leave with pay was earned.

#### **12.06 Designated Paid Holiday Coinciding with a Day of Paid Leave**

Where a day that is a designated paid holiday for an employee coincides with a day of leave with pay or is moved as a result of the application of clause 12.03, the designated paid holiday shall not count as a day of leave.

**12.07** Subject to operational requirements, when an employee works both Christmas Day and Boxing Day of the same year, the Employer will endeavour not to schedule the employee for the same days in the following year, provided there is no additional cost to the Employer and unless otherwise requested by the employee.

### **ARTICLE 13**

#### **TRAVELLING TIME**

**13.01** When the Employer requires an employee to travel outside his headquarters area for the purpose of performing duties, the employee shall be compensated in the following manner:

- (a) On a normal working day on which the employee travels but does not work, the employee shall receive his 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 regular pay for the day for a combined period of travel and work not exceeding seven decimal five (7.5) hours,  
  
and
  - (ii) at the applicable overtime rate for additional travel time in excess of a seven decimal five (7.5) hour period 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 in any day.
- (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.

**13.02** For the purpose of clause 13.01, the travelling time for which an employee shall be compensated is as follows:

- (a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer.
- (b) For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the employee's destination and, upon his return, direct back to the employee's residence or work place.

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

**13.03** All calculations for travelling time shall be based on each completed period of fifteen (15) minutes.

\*\*

**13.04** Upon application by the employee and at the discretion of the Employer, or at the request of the Employer and the concurrence of the employee, compensation earned under this article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this article. Compensatory leave earned in a fiscal year and outstanding on 30 September of the next following fiscal year shall be paid at the employee's hourly rate of pay on 30 September.

**13.05** When a payment is being made as a result of the application of this article, the Employer will endeavour to make such payment within six (6) weeks following the end of the pay period for which the employee requests payment, or, if payment is required to liquidate compensatory leave outstanding at the expiry of the fiscal year, the Employer will endeavour to make such payment within six (6) weeks of the commencement of the first (1st) pay period after 30 September of the next following fiscal year.

**13.06** This article does not apply to an employee required to perform work in any type of transport in which the employee is travelling. In such circumstances, the employee shall receive pay for actual hours worked in accordance with the articles, Hours of Work, Overtime, Designated Paid Holidays.

**13.07** Travelling time shall include time necessarily spent at each stop-over en route provided that such stop-over does not include an overnight stay.

**13.08** Compensation under this article shall not be paid for travel time to courses, training sessions, conferences and seminars unless so provided for in the Article 18, Career Development.

**13.09 Travel Status Leave**

- (a) An employee who is required to travel outside his headquarters area on government business, as these expressions are defined by the Employer, and is away from his permanent residence for forty (40) nights during a fiscal year shall be granted seven decimal five (7.5) hours of time off with pay. The employee shall be credited with one (1) additional seven decimal five (7.5) hours of time off for each additional twenty (20) nights that the employee is away from his permanent residence to a maximum of eighty (80) additional nights.
- (b) The maximum number of hours off earned under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year and shall accumulate as compensatory leave with pay.
- (c) This leave with pay is deemed to be compensatory leave and is subject to the article 9.04.
- (d) The provisions of this clause do not apply when the employee travels to attend courses, training sessions, professional conferences and seminars, unless the employee is required by the Employer.

**13.10** When an employee is required to work in more than one location during a period of duty, transportation between such locations shall be provided, or paid for, by the Employer.

**13.11** When an employee is required to report for work and reports under the conditions described in paragraph 9.01(a) and clause 10.01, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable round trip expenses incurred as follows:

- (a) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use the employee's automobile when the employee travels by means of his own automobile,
- or
- (b) out-of-pocket expenses for other means of commercial transportation.

**ARTICLE 14**  
**LEAVE - GENERAL**

**14.01** When the employment of an employee who has been granted more vacation or sick leave with pay than the employee has earned is terminated by death or layoff, the employee is considered to have earned the amount of leave with pay granted to the employee.

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

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

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

**14.05** An employee is not entitled to leave with pay during periods he is on leave without pay, on educational leave or under suspension.

**14.06**

- (a) When an employee becomes subject to this Agreement, his earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this Agreement, his earned hourly leave credits shall be reconverted into days, with one day being equal to seven decimal five (7.5) hours.
- (b) Earned leave credits or other leave entitlements shall be equal to seven decimal five (7.5) hours per day.
- (c) When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.
- (d) Notwithstanding the above, in Clause 17.02, Bereavement Leave with Pay, a "day" will mean a calendar day.

**ARTICLE 15**  
**VACATION LEAVE**

**15.01** The vacation year shall be from April 1st to March 31st, inclusive.

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**15.02 Accumulation of Vacation Leave Credits**

An employee shall earn vacation leave credits at the following rate for each calendar month during which the employee receives pay for at least seventy-five (75) hours:

**Paragraph 15.02(a) applies only to the MD Group**

- (a) twelve decimal five (12.5) hours until the month in which the employee's sixteenth (16th) anniversary of service occurs;

**Paragraphs 15.02(b) and (c) do not apply to the MD Group**

- (b) nine decimal three seven five (9.375) hours until the month in which the employee's first (1st) anniversary of service occurs;
- (c) twelve decimal five (12.5) hours commencing with the month in which the employee's first (1st) anniversary of service occurs;
- (d) thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
- (e) fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- (f) fifteen decimal six two five (15.625) hours days commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- (g) sixteen decimal eight seven five (16.875) hours per month commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;
- (h) eighteen decimal seven five (18.75) hours per month commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.



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**15.03** For the purpose of clause 15.02 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 (1) year following the date of lay-off.

For greater certainty, severance payments taken under Article 19.05 to 19.08, or similar provisions in other collective agreements, do not reduce the calculation of service for persons who have not yet left the public service.

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

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

#### **15.05 Approval, denial or cancellation of a request for Vacation Leave**

The Employer shall give an employee as much notice as is practicable and reasonable of approval, denial or cancellation of a request for vacation. In the case of denial, alteration or cancellation of such leave, the Employer shall give the written reason thereof, upon written request from the employee.

#### **15.06 Provision for Vacation Leave**

In order to maintain operational requirements, the Employer reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:

- (a) to provide an employee's vacation leave in an amount and at such time as the employee may request;
- (b) not to recall an employee to duty after they have proceeded on vacation leave.

#### **15.07 Replacement of Vacation Leave**

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

- (a) is granted bereavement leave,

or

- (b) is granted sick leave on production of a medical certificate,

or

- (c) is granted leave with pay because of illness in the immediate family,

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

#### **15.08 Carry Over**

- (a) Where in any vacation year an employee has not been granted all the vacation leave credited to them, the unused portion of the vacation leave shall be carried over.

(b) **Liquidation**

During any vacation year, upon application by the employee and at the discretion of the Employer earned but unused vacation leave credits shall be compensated at the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of their substantive position on March 31st.

#### **15.09 Recall From Vacation Leave**

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

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

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

**15.10** The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 15.09 to be reimbursed for reasonable expenses incurred by him.

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

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

\*\*

#### **15.12 Leave When Employment Terminates**

When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation leave with pay to the employee's credit by the hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on the date of the termination of employment.

#### **15.13 Vacation Leave Credits for Severance Pay**

Where the employee requests, the Employer shall grant the employee earned but unused vacation leave credits prior to termination of employment if this will enable the employee, for purposes of severance pay, to complete the first (1st) year of continuous employment in the case of lay-off, and the tenth (10th) year of continuous employment in the case of resignation.

#### **15.14 Abandonment**

Notwithstanding clause 15.12, an employee whose employment is terminated by reason of a declaration that the employee has abandoned their position is entitled to receive the payment referred to in clause 15.12 if the employee requests it within six (6) months following the date upon which his employment is terminated.

### **15.15 Recovery on Termination**

In the event of the termination of employment for reasons other than death or lay-off the Employer shall recover from any monies owed the employee, an amount equivalent to unearned vacation leave taken by the employee, calculated on the basis of the rate of pay applicable to the employee's classification on the date of termination.

### **15.16 Appointment to a Separate Agency**

Notwithstanding clauses 15.12 and 15.13 an employee who resigns to accept an appointment with an organization as defined 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.

### **15.17 Appointment from a Separate Agency**

The Employer agrees to accept the unused vacation leave credits up to a maximum of two hundred and sixty-two decimal five (262.5) hours of an employee who resigns from an organization as defined 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.

### **15.18**

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 15.03.

## **ARTICLE 16 SICK LEAVE**

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### **16.01 Credits**

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

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

- (a) the employee satisfies the Employer of this condition in such a manner and at such a time as may be determined by the Employer,  
  
and
- (b) the employee has the necessary sick leave credits.

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

**16.04** An employee shall not be granted sick leave with pay during any period the employee is under suspension or on leave of absence without pay.

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

**16.06** Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause 16.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to one hundred and eighty-seven decimal five (187.5) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for other than death or lay-off, the recovery of the advance from any monies owed the employee.

**16.07** Sick leave credits earned but unused by an employee during a previous period of employment in the public service shall be restored to an employee whose employment was terminated by reason of lay-off and who is reappointed in the public service within two (2) year from the date of lay-off.

## **ARTICLE 17**

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

#### **17.01 General**

In respect to applications for leave made pursuant to this article, the employee may be required to provide satisfactory validation of the circumstances necessitating such requests.

## 17.02 Bereavement Leave With Pay

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

(a) When a member of the employee's immediate family dies, an employee:

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(i) shall be entitled to a single bereavement period of seven (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 regularly scheduled days of rest;

(ii) in addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

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

(c) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Deputy Head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater or in a manner other than that provided for in subparagraph 17.02(a)(i) and (b).

(d) If, during a period of sick leave or vacation leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave under this clause, the employee shall be granted bereavement leave and the sick leave or vacation leave credits shall be restored to the extent of any concurrent bereavement leave granted.

**17.03 Maternity Leave without Pay**

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.
- (b) Notwithstanding paragraph (a):
  - (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,
  - or
  - (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period 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 16, Sick Leave. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 16, Sick Leave, shall include medical disability related to pregnancy.

- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

#### **17.04 Maternity Allowance**

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:
  - (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
  - (ii) provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,  
  
and
  - (iii) has signed an agreement with the Employer stating that:
    - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
    - (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;
    - (C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons



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

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

however, an employee whose specified period of employment expired and who is rehired in any portion of the 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 and the recruitment and retention "terminable allowance" 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 the Québec Parental Insurance Plan, she is eligible to receive the difference between

ninety-three per cent (93%) of her weekly rate of pay and the recruitment and retention “terminable allowance” 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 17.04(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 the Québec Parental Insurance 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 *Québec Parental Insurance Act* in Québec.
- (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 and the recruitment and retention “terminable allowance” 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 and the recruitment and retention “terminable allowance” 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.

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

- (a) An employee who:
  - (i) fails to satisfy the eligibility requirement specified in subparagraph 17.04(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 maternity benefits,
  - and
  - (ii) has satisfied all of the other eligibility criteria specified in paragraph 17.04(a), other than those specified in sections (A) and (B) of subparagraph 17.04(a)(iii),

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of her weekly rate of pay and the recruitment and retention “terminable allowance” 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 17.04 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 the Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or Québec Parental Insurance maternity benefits for the reasons described in subparagraph 17.05(a)(i).

#### **17.06 Parental Leave Without Pay**

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law 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 week (52) period beginning on the day on which the child comes into the employee's care.
- (c) Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to with the paragraphs (a) and (b) above may be taken in two (2) periods.
- (d) Notwithstanding paragraphs (a) and (b):
- (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
- or
- (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of

the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

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

#### **17.07 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:
  - (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 or her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
- (B) following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 17.04(a)(iii)(B), if applicable;
- (C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for an amount determined as follows:

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

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 or her weekly rate of pay and the recruitment and retention “terminable allowance” 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 benefits under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate of pay and the recruitment and retention “terminable allowance” 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 or she would have been eligible if no extra monies had been earned during this period;
  - (iii) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit 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 and the recruitment and retention “terminable allowance” for each week, less any other monies earned during this period.
- (d) At the employee’s request, the payment referred to in subparagraph 17.07(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or the Québec Parental Insurance 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 Québec.
- (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 and the recruitment and retention "terminable allowance" 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 and the recruitment and retention "terminable allowance" 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 for each combined maternity and parental leave without pay.

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

- (a) An employee who:



- (i) fails to satisfy the eligibility requirement specified in subparagraph 17.07(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 17.07(a), other than those specified in sections (A) and (B) of subparagraph 17.07(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 recruitment and retention "terminable allowance", 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 17.07 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 Employment Insurance or the Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in subparagraph 17.08(a)(i).

#### **17.09 Leave Without Pay for the Care of Immediate Family**

Subject to operational requirements, an employee shall be granted leave without pay for family-related needs in accordance with the following conditions:

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

- (b) Subject to paragraph (a), up to five (5) years leave without pay during an employee's total period of employment in the public service may be granted for the personal long-term care of the employee's family. Leave granted under this paragraph shall be for a minimum period of three (3) weeks.
- (c) 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.
- (d) Leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of continuous employment for the purposes of calculating severance pay and from the calculation of service for the purposes of calculating vacation leave.
- (e) Time spent on such leave shall not be counted for pay increment purposes.
- (f) Leave granted under Leave Without Pay for the Care and Nurturing of Pre-School Age Children or under Leave Without Pay for the Long-Term Care of a Parent under the terms of 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.
- (g) An employee who has proceeded on leave without pay may change his return to work date if such change does not result in additional costs to the employer.

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

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

- (a) Subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs.
- (b) Subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs.

- (c) An employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of this clause during his total period of employment in the public service. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.
- (d) Leave granted under (a) of this clause shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.
- (e) Leave without pay granted under (b) of this clause shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

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

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

#### **17.12 Leave With Pay for Family-Related Responsibilities**

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

- (b) The Employer shall grant leave with pay under the following circumstances:
- (i) an employee is expected to make every reasonable effort to schedule medical or dental appointments for family members to minimize or preclude his absence from work; however, when alternate arrangements are not possible an employee shall be granted leave for a medical or dental appointment when the family member is incapable of attending the appointment by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify his supervisor of the appointment as far in advance as possible;
  - (ii) leave with pay to provide for the immediate and temporary care of a sick or elderly 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) leave with pay for needs directly related to the birth or to the adoption of the employee's child.

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- (c) 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.

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- (d) seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in paragraph 17.12(c) above may be used:
- (i) to attend school functions, if the supervisor was notified of the functions 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.

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- (e) Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 17.12(b)(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.

### **17.13 Court Leave With Pay**

Leave with pay shall be given to every employee, other than an employee already on leave without pay, on education leave, or under suspension who is required:

- (a) to be available for jury selection;
- (b) to serve on a jury;
- or
- (c) by subpoena or summons to attend as a witness in any proceeding held:

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- (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.

#### **17.14 Personnel Selection Leave With Pay**

Where an employee participates in a personnel selection process, including the appeal process where applicable, for a position in the public service, as defined in Schedule I and IV of the *Financial Administration Act*, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where the employee's presence is so required. This clause applies equally in respect of the personnel selection processes related to deployment.

#### **17.15 Injury-on-Duty Leave With Pay**

- (a) An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by a Provincial Worker's Compensation Board that the employee is unable to perform his duties because of:
  - (i) personal injury accidentally received in the performance of the employee's duties and not caused by the employee's wilful misconduct,
  - (ii) sickness resulting from the nature of the employee's employment,
  - or
  - (iii) over-exposure to radioactivity or other hazardous conditions in the course of the employee's employment,

if the employee agrees to pay to the Receiver General of Canada any amount received by him for loss of wages in settlement of any claim the employee may have in respect of such injury, sickness or exposure, providing, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

- (b) Where operational requirements permit, the Employer will grant leave with pay to an employee who is:
  - (i) a party to a Provincial Worker's Compensation Hearing
  - or

- (ii) a witness called by an employee who is party to a Provincial Worker's Compensation Hearing.

#### **17.16 Examination Leave**

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

#### **17.17 Religious Observance**

- (a) The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his religious obligations.
- (b) Employees may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave or leave without pay for other reasons in order to fulfill their religious obligations.
- (c) Notwithstanding paragraph 17.17(b), at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.
- (d) An employee who intends to request leave or time off under this article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence.

#### **17.18 Maternity-related Reassignment or Leave**

- (a) 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 of current job function, the Employer, with the written consent of the employee, shall notify the appropriate work place committee or the health and safety representative.

- (b) An employee's request under paragraph (a) must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.
- (c) An employee who has made a request under paragraph (a) is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:
  - (i) modifies her job functions or reassigns her,
  - or
  - (ii) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.
- (d) Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.
- (e) Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.
- (f) An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.
- (g) Notwithstanding clause (e), for an employee working:
  - (i) in an institution at Correctional Service Canada where she is in direct and regular contact with offenders, and



- (ii) for Health Canada NU-CHNs who are permanently assigned in nursing stations situated in remote and isolated First Nations communities (type 1 and 2 according to Health Canada's Community Workload Increase System (CWIS),

\*\*

- (iii) OP and NU-HOS at Ste-Anne de Bellevue Hospital and an employee working at the RTCOSI who provide direct and regular health care to patients,
- (iv) OP and NUs in the Department of National Defence who provide direct and regular health care to patients,

and, if the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence with pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than at the time the employee proceeds on Maternity Leave Without Pay or the termination date of the pregnancy, whichever comes first.

#### **17.19 Medical Appointment for Pregnant Employees**

- (a) Up to three decimal seven five (3.75) hours of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.
- (b) Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

#### **17.20 Volunteer Leave**

- (a) 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 organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign;

- (b) 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 leave at such times as the employee may request.

#### **17.21 Other Leave With Pay**

- (a) At its discretion, the Employer may grant leave with pay for purposes other than those specified in this Agreement, including military or civil defence training, emergencies affecting the community or place of work, and when circumstances not directly attributable to the employee prevent his reporting for duty.

(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 leave at such times as the employee may request.

(c) **Quarantine Leave**

Where an employee provides a medical certificate placing him under quarantine, he shall be granted leave with pay during the quarantine period.

When an employee is diagnosed with an illness during the quarantine period, article 17.21(c) shall cease to apply.

#### **17.22 Other Leave Without Pay**

At its discretion, the Employer may grant leave without pay for purposes other than those specified in this Agreement, including enrolment in the Canadian Armed Forces and election to a full-time municipal office.

## **ARTICLE 18**

### **CAREER DEVELOPMENT**

#### **18.01 General**

In order for the government to meet its mandate, given the evolution and increased complexity of the scope of practice, the parties recognize that in order to maintain and enhance professional expertise, employees, from time to time, need to have an opportunity to attend or participate in career development activities described in this article.

The Employer endeavours to respond in a timely fashion to requests for career development.

#### **18.02 Education Leave**

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

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

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

### **18.03 Attendance at Conferences and Conventions**

- (a) The parties to this Agreement recognize that attendance or participation at conferences, conventions, symposia, scientific meetings, workshops and other gatherings of a similar nature contributes to the maintenance of high professional standards.
- (b) In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity on occasion to attend conferences and conventions which are related to the employee's field of specialization, subject to operational constraints.
- (c) The Employer may grant leave with pay and reasonable travel expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.
- (d) An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, in travel status. The Employer shall pay the registration fees of the convention or conference the employee is required to attend.

- (e) An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to the employee's field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for the payment of convention or conference registration fees and reasonable travel expenses.
- (f) An employee shall not be entitled to any compensation under Article 9, Overtime, and 13, Travelling Time, in respect of hours the employee is in attendance at or travelling to or from a conference or convention under the provisions of this clause, except as provided by paragraph (d).
- (g) Subject to budgetary and operational constraints, the Employer shall make every reasonable effort to accommodate shift changes or rest day changes to facilitate attendance at conferences, conventions, symposia, scientific meetings, workshops and other gatherings of a similar nature, while on duty.

#### **18.04 Professional Development**

- (a) The parties to this Agreement share a desire to improve professional standards by giving the employees the opportunity on occasion:
  - (i) to participate in workshops, short courses, similar out-service programs or continuing education courses to keep up to date with knowledge and skills in their respective fields, to acquire continuing profession specific credits required to complete or maintain current licensing/registration standards.
  - (ii) to conduct research or perform work related to their normal research programs in institutions or locations other than those of the Employer, including, subject to the Employer's approval, presentation of the results of such research to external bodies.or
  - (iii) to carry out research in the employee's field of specialization not specifically related to the employee's assigned work projects when in the opinion of the Employer such research is needed to enable the employee to fill his present role more adequately including, subject to the Employer's approval, presentation of the results of such research to external bodies.

- (b) Subject to the Employer's approval an employee shall receive leave with pay in order to participate in the activities described in paragraph 18.04(a).
- (c) An employee may apply at any time for professional development under this clause, and the Employer may select an employee at any time for such professional development.
- (d) When an employee is selected by the Employer for professional development under this clause the Employer will consult with the employee before determining the locations and duration of the program of work or studies to be undertaken.
- (e) An employee selected for professional development under this clause shall continue to receive his normal compensation including any increase for which the employee may become eligible. The employee shall not be entitled to any compensation under Articles 9, Overtime, and 13, Travelling Time, while on professional development under this clause.
- (f)
  - (i) An employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.  
**Sub-paragraph (f)(ii) applies only to Health Canada's NU-CHN's in the First Nations and Inuit Health (FNIH).**
  - (ii) An employee on the Primary Care Skills Program shall be deemed to be on travel status.
- (g) Subject to budgetary and operational constraints, the Employer shall make every reasonable effort to accommodate shift changes or rest day changes to facilitate attendance at workshops, short courses, similar out-service programmes or continuing education courses while on duty.

#### **18.05 Selection Criteria**

- (a) The Employer shall establish Selection Criteria for granting leave under clauses 18.02, 18.03 and 18.04. Upon request, a copy of these criteria will be provided to an employee and/or the Institute Representative.

- (b) The parties to this Collective Agreement acknowledge the mutual benefits to be derived from consultation on Career Development. To this effect, the Employer, upon request, will consult with the Institute as prescribed in Article 36, Joint Consultation.

#### **18.06 Departmental Career Development Consultation Committee**

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

#### **18.07 Joint Institute/Treasury Board Career Development Committee**

- (a) In addition to consultation on career development at the departmental level referred to in clause 18.06, the representatives of the Employer and the Institute agree to establish a joint Institute/Treasury Board Career Development Committee.

- (b) In establishing this committee, it is understood by the parties that Departments are responsible for the application of the policies related to Career Development.
- (c) It is understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this Agreement.

## **ARTICLE 19**

### **SEVERANCE PAY**

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**Effective June 12, 2012, paragraphs 19.01(b) and (c) are deleted from the collective agreement.**

**19.01** Under the following circumstances and subject to clause 19.02 an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay:

(a) **Lay-Off**

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- (i) On the first (1st) lay-off 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 (20) or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment and, in the case of partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
- (ii) On second (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 he was granted Severance Pay under 19.01(a)(i) above.



(b) **Resignation**

On resignation, subject to paragraph 19.01(c) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

(c) **Retirement**

On retirement, when an employee is entitled to an immediate annuity or to an immediate annual allowance 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.

(d) **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.

(e) **Rejection on Probation**

On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-seven (27) weeks.

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

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**19.02** 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 by the public service, a Federal Crown Corporation, the Canadian Forces or the Royal Canadian Mounted Police. Under no circumstances shall the maximum severance pay provided under this article be pyramided.

For greater certainty, payments made pursuant to 19.05 to 19.08 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of clause 19.02.

**19.03** The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in the employee's certificate of appointment, immediately prior to the termination of his employment.

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**19.04 Appointment to a Separate Agency**

An employee who resigns to accept an appointment with an organization as defined in Schedule V of the *Financial Administration Act* shall be paid all severance payments resulting from the application of 19.01(b) (prior to June 12, 2012) or 19.05 to 19.08 (commencing on June 12, 2012).

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**19.05 Severance Termination**

- (a) Subject to 19.02 above, indeterminate employees on June 12, 2012 shall be entitled to severance termination benefits 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 19.02 above, term employees on June 12, 2012 shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

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**Terms of Payment**

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**19.06 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 June 12, 2012,
- 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 19.07(c).

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#### **19.07 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 19.06(c) must specify the number of complete weeks to be paid out pursuant to 19.06(a) and the remainder shall be paid out pursuant to 19.06(b).
- (d) An employee who does not make a selection under 19.07(b) will be deemed to have chosen option 19.06(b).

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#### **19.08 Appointment from a Different Bargaining Unit**

This clause applies in a situation where an employee is appointed into a position in the SH bargaining unit from a position outside the SH bargaining unit where, at the date of appointment, provisions similar to those in 19.01(b) and (c) are still in force, unless the appointment is only on an acting basis.

- (a) Subject to 19.02 above, on the date an indeterminate employee becomes subject to this Agreement after June 12, 2012, he or she shall be entitled to severance termination benefits 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 19.02 above, on the date a term employee becomes subject to this Agreement after June 12, 2012, he or she shall be entitled to severance termination benefits 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 severance termination benefits under paragraph (a) or (b) shall have the same choice of options outlined in 19.06, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.
- (d) An employee who does not make a selection under 19.08(c) will be deemed to have chosen option 19.06(b).

## **ARTICLE 20**

### **STATEMENT OF DUTIES**

**20.01** At time of hiring or at any other time upon written request, an employee shall be entitled to a complete and current statement of the duties and responsibilities of his position, including the position's classification level and the position rating form.

## **ARTICLE 21**

### **REGISTRATION FEES**

**21.01** The Employer shall reimburse an employee for the payment of membership, registration or other related fees to organizations or governing bodies when the Employer is satisfied that the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position.

## **ARTICLE 22**

### **RESPONSIBILITY FOR PHARMACEUTICAL SERVICES**

#### **This Article applies to the PH Group only**

**22.01** The Employer recognizes that the monitoring of pharmaceutical services shall be performed by a pharmacist. The Employer will make every reasonable effort to ensure that correct pharmaceutical services, as determined by the Employer, will be provided within the Employer's institutions. The Employer encourages the employee to make proposals for improvement of the Employer's pharmaceutical services.

## **ARTICLE 23**

### **TECHNOLOGICAL CHANGE**

**23.01** The parties have agreed that in cases where, as a result of technological change, the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, the Workforce Adjustment Agreement in Appendix "S" concluded by the parties will apply. In all other cases, the following clauses will apply:

**23.02** In this article "Technological Change" means:

- (a) the introduction by the Employer of equipment or material of a substantially different nature than that previously utilized which will result in significant changes in the employment status or working conditions of employees;

or

- (b) a major change in the Employer's operation directly related to the introduction of that equipment or material which will result in significant changes in the employment status or working conditions of the employees.

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

**23.04** The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and eighty (180) days written notice to the Institute of the introduction or implementation of technological change.

**23.05** The written notice provided for in clause 23.04 will provide the following information:

- (a) the nature and degree of change;
- (b) the anticipated date or dates on which the Employer plans to effect change;
- (c) the location or locations involved.

**23.06** As soon as reasonably practicable after notice is given under clause 23.04, the Employer shall consult meaningfully with the Institute concerning the effects of the technological change referred to in clause 23.04 on each group of employees. Such consultation will include but not necessarily be limited to the following:

- (a) the approximate number, class and location of employees likely to be affected by the change;
- (b) the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

**23.07** When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of his substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.

## **ARTICLE 24**

### **SAFETY AND HEALTH**

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

injury or occupational illness, including critical incident stress management services consistent with Treasury Board Employee Assistance Program Policy.

**24.02** The Employer shall provide the employee with immunization or prophylactic drugs against communicable diseases or infection where there is a risk of incurring such diseases or infection in the performance of the employee's duties.

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**24.03** The Employer shall provide for a pre-placement and periodic health evaluation for employees at risk as determined by the Employer in accordance with the Occupational Health Evaluation Standard.

## **ARTICLE 25 RECOGNITION**

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**25.01** The Employer recognizes the Institute as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Labour Relations Board on June 20, 2011 covering employees of the Health Services group.

**25.02** The Employer recognizes that it is a proper function and a right of the Institute to bargain with a view to arriving at a collective agreement and the Employer and the Institute agree to bargain in good faith, in accordance with the provisions of the *Public Service Labour Relations Act*.

## **ARTICLE 26 CHECK-OFF**

**26.01** The Employer will as a condition of employment deduct an amount equal to the amount of the membership dues from the monthly pay of all employees in the bargaining unit.

**26.02** The Institute shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause 26.01.

**26.03** For the purpose of applying clause 26.01, deductions from pay for each employee in respect of each month will start with the first (1st) full month of employment to the extent that earnings are available.



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

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

**26.06** The amounts deducted in accordance with clause 26.01 shall be remitted to the Institute by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

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

**26.08** The Institute agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article, except for any claim or liability arising out of an error committed by the Employer, in which case the liability shall be limited to the amount of the error.

**26.09** When it is mutually acknowledged that an error has been committed, the Employer shall endeavour to correct such error within the two (2) pay periods following the acknowledgement of error.

**26.10** Where an employee does not have sufficient earnings in respect of any month to permit deductions under this article the Employer shall not be obligated to make such deductions for that month from subsequent salary.

## **ARTICLE 27**

### **USE OF EMPLOYER FACILITIES**

#### **27.01 Access by an Institute Representative**

An accredited representative of the Institute may be permitted access to the Employer's premises on stated Institute business and to attend meetings called by management. Permission to enter the premises shall, in each case, be obtained from the Employer.

#### **27.02 Bulletin Boards**

- (a) Reasonable space on bulletin boards including electronic bulletin boards, where available will be made available to the Bargaining Agent for the posting of official notices, in convenient locations determined by the Employer and the Institute. Notices or other material shall require the prior approval of the Employer, except notices relating to the business affairs of the Institute and social and recreational events. The Employer shall have the right to refuse the posting of any information which he considers adverse to his interests or to the interests of any of his representatives.
- (b) In Health Canada nursing stations and health centres, the Employer agrees the Institute can use the fax machines for the purpose stipulated in paragraph 27.02(a), subject to the same conditions.

#### **27.03 Institute Literature**

The Employer will continue its practice of making available to the Institute a specific location on its premises for the storage and placement of a reasonable quantity of Institute files and literature.

## **ARTICLE 28**

### **INFORMATION**

**28.01** The Employer agrees to supply the Institute on a quarterly basis with a list of all employees in the bargaining unit. The list referred to herein shall include the name, employing department, geographical location, classification of the employee and shall be provided within one month following the termination of

each quarter. As soon as practicable, the Employer agrees to add to the above list the date of appointment for new employees.

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**28.02** The Employer agrees to supply each employee with a copy of the collective agreement and any amendments thereto. For the purpose of satisfying the Employer's obligation under this clause, employees may be given electronic access to the collective agreement. Where electronic access to the Agreement is unavailable or impractical, or upon request, the employee shall be supplied with a printed copy of the Agreement.

**28.03** Upon the written request of an employee, the Employer shall make available at a mutually satisfactory time National Joint Council Agreements listed in clause 35.03 which have a direct bearing on the requesting employee's terms and conditions of employment.

#### **28.04**

- (a) The Employer agrees to distribute to each new employee an information package prepared and supplied by the Institute. Such information package shall require the prior approval of the Employer. The Employer shall have the right to refuse to distribute any information that it considers adverse to its interests or to the interests of any of its representatives.
- (b) The Institute shall have the opportunity to have an employee representative introduced to new employees as part of the Employer's formal orientation programmes, where those programmes exist.

## **ARTICLE 29 STEWARDS**

**29.01** The Employer acknowledges the exclusive right of the Institute to appoint Stewards and other Institute representatives from amongst the members of bargaining units for which the Institute is the certified bargaining agent.

**29.02** The Employer and the Institute shall, by mutual agreement, determine the area of jurisdiction of each Steward, having regard to the plan of organization and the distribution of employees.

**29.03** The Institute shall inform the Employer promptly and in writing of the names of its Stewards, their jurisdiction, and of any subsequent changes.

**29.04 Leave for Stewards**

- (a) Operational requirements permitting, the Employer shall grant leave with pay to an employee to enable the employee to carry out the employee's functions as a Steward on the Employer's premises. When the discharge of these functions requires an employee who is a Steward to leave his normal place of work, the employee shall report his return to his supervisor whenever practicable.
- (b)
- (i) Scheduled paid leave for Stewards shall not be cancelled by the Employer unless there is an urgent operational requirement.
- (ii) In the case of cancellation of such leave, the Employer shall give the written reason thereof, upon written request from the Steward.

**ARTICLE 30****LEAVE FOR LABOUR RELATIONS MATTERS****30.01 Public Service Labour Relations Board Hearings****Complaints Made to the Public Service Labour Relations Board Pursuant to Section 190(1) of the *Public Service Labour Relations Act***

Where 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 own behalf before the Public Service Labour Relations Board,
- and
- (b) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Institute making a complaint.

**30.02 Applications for Certification, Representations and Interventions With Respect to Applications for Certification**

Where operational requirements permit, the Employer will grant leave without pay:

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

**30.03 Employee Called as a Witness**

The Employer will grant leave with pay:

- (a) to an employee called as a witness by the Public Service Labour Relations Board,
- and
- (b) where operational requirements permit, to an employee called as a witness by an employee or the Institute.

**30.04 Arbitration Board, Public Interest Commission Hearings and Alternative Dispute Resolution Process**

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

**30.05 Employee Called as a Witness**

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

### **30.06 Adjudication**

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

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

### **30.07 Meetings During the Grievance Process**

#### **Employee Presenting Grievance**

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

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

### **30.08 Employee Who Acts as Representative**

Where an employee who has presented a grievance wishes to be represented by an employee at a meeting with the Employer, the Employer will, where operational requirements permit, grant leave with pay to the representative when the meeting is held in the headquarters area of such employee and leave without pay when the meeting is held outside the headquarters area of such employee.

### **30.09 Grievance Investigations**

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

### **30.10 Contract Negotiations Meetings**

Where operational requirements permit, the Employer will grant leave without pay to an employee for the purpose of attending contract negotiations meetings on behalf of the Institute.

### **30.11 Preparatory Contract Negotiations Meetings**

Where operational requirements permit, the Employer will grant leave without pay to an employee to attend preparatory contract negotiations meetings.

### **30.12 Meetings Between the Institute and Management**

Where operational requirements permit, the Employer will grant leave with pay to an employee to attend meetings with management on behalf of the Institute.

### **30.13 Institute Official Meetings and Conventions**

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend meetings and conventions provided in the constitution and the by-laws of the Institute.

### **30.14 Employee Representatives Training Courses**

- (a) Where operational requirements permit, the Employer will grant leave without pay to employees appointed as employee representatives by the Institute, to undertake training sponsored by the Institute related to the duties of an employee representative.
- (b) Where operational requirements permit, the Employer will grant leave with pay to employees appointed as employee representatives by the Institute, to attend training sessions concerning Employer-employee relations sponsored by the Employer.

### **ARTICLE 31**

#### **ILLEGAL STRIKES**

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

### **ARTICLE 32**

#### **INTERPRETATION OF AGREEMENT**

**32.01** The parties agree that, in the event of a dispute arising out of the interpretation of a clause or article in this Agreement, it is desirable that the parties should meet within a reasonable time and seek to resolve the problem. This article does not prevent an employee from availing himself or herself of the grievance procedure provided in this Agreement.

### **ARTICLE 33**

#### **DISPUTE RESOLUTION**

**33.01** The Employer and the Institute agree it is appropriate to resolve disputes at the level where they occur without necessarily invoking the filing of a grievance, and preferably at the lowest possible level of management with the involvement of an Institute representative. Accordingly, when disputes might arise, the manager and the Institute representative endeavour to foster open co-operation, frank exchanges of views and a quest for innovative solutions.

### **ARTICLE 34**

#### **GRIEVANCE PROCEDURE**

**34.01** In cases of alleged misinterpretation or misapplication arising out of Agreements concluded by the National Joint Council of the public service on items which may be included in a collective agreement and which the parties to this Agreement have endorsed, the grievance procedure will be in accordance with section 15 of the NJC by-laws.



### **34.02 Individual Grievances**

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

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

### **34.03 Group Grievances**

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

- (a) In order to present a group grievance, the Institute must first obtain the written consent of each of the employees concerned.
- (b) A group grievance must relate to employees in a single portion of the Federal Public Administration.

### **34.04 Policy Grievances**

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

A policy grievance may be presented by the Institute only at the final step of the grievance procedure, to an authorized representative of the Employer. The

Employer shall inform the Institute of the name, title and address of this representative.

The grievance procedure for a policy grievance by the Employer shall also be composed of a single step, with the grievance presented to an authorized representative of the Institute. The Institute shall inform the Employer of the name, title and address of this representative.

#### **34.05**

- (a) For the purposes of this article, a grievor is an employee or, in the case of a group or policy grievance, a steward, Institute staff person or other authorized representative appointed by the Institute.
- (b) No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause a grievor to abandon a grievance or refrain from exercising the right to present a grievance, as provided in this Collective Agreement.
- (c) The parties recognize the value of informal discussion between employees and their supervisors and between the Institute and the Employer to the end that problems might be resolved without recourse to a formal grievance. When notice is given that an employee or the Institute, within the time limits prescribed in clause 34.12, wishes to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.

**34.06** A grievor wishing to present a grievance at any prescribed step 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 step,  
and
- (b) provide the grievor with a receipt stating the date on which the grievance was received.

**34.07** 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.

**34.08** Subject to and as provided for in the *Public Service Labour Relations Act*, a grievor who feels treated unjustly or aggrieved by an action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 34.06, except that:

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

**34.09** There shall be three (3) steps in the grievance procedure. These levels shall be as follows:

- (a) Step 1 - first level of management;
- (b) Step 2 - intermediate level;
- (c) Final Step - Chief Executive or an authorized representative.

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

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

**34.11** An employee who so desires, may be assisted and/or represented by the Institute when presenting a grievance at any step. The Institute shall have the right to consult with the Employer with respect to a grievance at each or any step of the grievance procedure.

**34.12** A grievor may present a grievance to the first step of the procedure in the manner prescribed in clause 34.06, not later than the twenty-fifth (25th) day after the date on which the grievor is notified or on which the grievor first becomes aware of the action or circumstances giving rise to the grievance. The Employer may present a policy grievance in the manner prescribed in clause 34.04 not later than the twenty-fifth (25th) day after the date on which the Employer is notified orally or in writing or on which the Employer first becomes aware of the action or circumstances giving rise to the policy grievance.

**34.13** A grievor may present a grievance at each succeeding step in the grievance procedure beyond the first step either:

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

or

- (b) where the Employer has not conveyed a decision to the grievor within the time prescribed in clause 34.14, within fifteen (15) days after presentation by the grievor of the grievance at the previous step.

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

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

**34.16** Where a grievance has been presented up to and including the final step 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 step in the grievance process is final and binding and no further action may be taken under the *Public Service Labour Relations Act*.

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

**34.18** Where the provisions of clause 34.06 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 step on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present the grievance at the next higher step shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

**34.19** The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the grievor and, where appropriate the Institute representative, except as provided in clause 34.21.

**34.20** Where it appears that the nature of the grievance is such that a decision cannot be given below a particular step of authority, any or all the steps except the final step may be eliminated by agreement of the Employer and the grievor, and, where applicable, the Institute.

**34.21** Where the Employer demotes or terminates an employee 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:

- (a) the grievance may be presented at the final step only,  
and
- (b) the twenty (20) day time limit within which the Employer is to reply at the final step may be extended to a maximum of forty (40) days by mutual agreement of the Employer and the appropriate representative of the Institute.

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

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

**34.24** Where a grievance has been presented up to and including the final step in the grievance procedure with respect to:

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

or

- (b) termination of employment or demotion pursuant to paragraph 12(1)(c), (d) or (e) of the *Financial Administration Act*,

or

- (c) disciplinary action resulting in suspension or financial penalty,

and the grievance has not been resolved, it may be referred to adjudication in accordance with the provisions of the *Public Service Labour Relations Act* and Regulations.

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

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

and

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

#### **34.26 Expedited Adjudication**

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

The Professional Institute of the Public Service of Canada and the Treasury Board Secretariat agree to establish a process of expedited adjudication, which may be

reviewed at any time by the parties and the Public Service Labour Relations Board (PSLRB). The framework is set out below.

- (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) Future cases may be identified for this process by either party, subject to the consent of the parties.
- (c) When the parties agree that a particular grievance will proceed through expedited adjudication, the Institute will submit to the PSLRB the consent form signed by the grievor or the bargaining agent.
- (d) 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 least forty-eight (48) hours prior to the start of the hearing.
- (e) No witnesses will testify.
- (f) The adjudicator will be appointed by the PSLRB from among any of the members of the chairperson group, or any of its members who have had at least two (2) years experience as a member of the Board.
- (g) 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 hearing schedule.
- (h) 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.
- (i) The adjudicator's determination will be final and binding on all the parties, but will not constitute a precedent. The parties agree not to refer the determination to the Federal Court.

## **ARTICLE 35**

### **NATIONAL JOINT COUNCIL AGREEMENTS**

**35.01** 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 6 December 1978, and as amended from time to time, will form part of this Collective 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.

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

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

#### **NJC Directives**

Bilingualism Bonus Directive

Commuting Assistance Directive

First Aid to the General Public - Allowance for Employees

Foreign Service Directives

Isolated Posts and Government Housing Directive

Memorandum of Understanding on Definition of Spouse

NJC Relocation Directive

Public Service Health Care Plan Directive

Travel Directive

Uniforms Directive



**Occupational Health and Safety**

Motor Vehicle Operations Directive

Occupational Health and Safety Directive

Pesticides Directive

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

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**35.05** Grievances in regard to the above directives, policies or regulations shall be filed in accordance with clause 34.01 of the article on grievance procedure in this Collective Agreement.

**ARTICLE 36****JOINT CONSULTATION**

**36.01** The parties acknowledge the mutual benefits to be derived from joint consultation and will consult on matters of common interest.

**36.02** The subjects that may be determined as appropriate for joint consultation will be by mutual agreement of the parties and shall include consultation regarding career development, professional responsibilities and standards, quality of client services and workload. Consultation may be at the local, regional or national level as determined by the parties.

**36.03** Wherever possible, the Employer shall consult with representatives of the Institute at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement. Both parties agree to consult in a timely manner so that the opinions of the consulted party can be taken into consideration before a decision is taken.

**Joint Consultation Committee Meetings**

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

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

**36.06** Joint Consultation Committees are prohibited from agreeing to items which would alter any provision of this Collective Agreement.

**36.07** Without prejudice to the position the Employer or the Institute may wish to take in the future about the desirability of having the subjects dealt with by the provisions of collective agreements, the following subjects as they affect employees covered by this Agreement, shall be regarded as appropriate subjects of consultation involving the Employer and the Institute during the term of this Agreement:

- (a) pay administration;
- (b) relocation directive;
- (c) training;
- (d) cafeterias, mobile canteens, washrooms, restrooms, showers, locker facilities and recreational facilities;
- (e) parking privileges;
- (f) payment of school fees and costs of transportation to school for children of employees;
- (g) provision of uniforms and protective clothing;
- (h) provision to the Institute of departmental manuals and Treasury Board directives;
- (i) shift scheduling patterns.

**36.08** With respect to the subjects listed in clause 36.07, the Employer agrees that new policies will not be introduced and existing regulations or directives will not be cancelled or amended by the Treasury Board in such a way as to affect employees covered by this Agreement until such time as the Institute has been given a reasonable opportunity to consider and to consult on the Employer's proposals.

## **ARTICLE 37**

### **STANDARDS OF DISCIPLINE**

**37.01** Where written departmental standards of discipline are developed or amended, the Employer agrees to supply sufficient information on the standards of discipline to each employee and to the Institute.

**37.02** When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning him or to render a disciplinary decision concerning him, the employee is entitled to have, at his request, a representative of the Institute attend the meeting. Where practicable, the employee shall receive a minimum of two (2) days notice of such a meeting as well as its purpose.

**37.03** At any administrative inquiry, hearing or investigation conducted by the Employer, where the actions of an employee may have had a bearing on the events or circumstances leading thereto, and the employee is required to appear at the administrative inquiry, hearing or investigation being conducted, he may be accompanied by a representative of the Institute. Where practicable, the employee shall receive a minimum of two (2) days notice of such administrative inquiry, hearing or investigation being conducted as well as its purpose. The unavailability of the representative will not delay the inquiry, hearing or investigation more than forty-eight (48) hours from the time of notification to the employee.

**37.04** Subject to the *Access to Information Act* and *Privacy Act*, the Employer shall provide the employee access to the information used during the disciplinary investigation.

**37.05** The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document concerning the conduct or performance of an employee the existence of which the employee was not aware at the time of filing or within a reasonable time thereafter.

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

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

**37.08** Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

## **ARTICLE 38**

### **LABOUR DISPUTES**

**38.01** If employees whose normal duties are performed on the premises of another Employer are prevented from performing their duties because of a strike or lock-out on this other Employer's premises, the employees shall report the matter to the Employer and the Employer will consider measures designed to ensure that, so long as work is available, the employees affected are not denied regular pay and benefits to which they would normally be entitled.

## **ARTICLE 39**

### **PART-TIME EMPLOYEES**

#### **39.01 Definition**

- (a) Part-time employee means a person whose normal scheduled hours of work are less than thirty-seven decimal five (37.5) hours per week, but not less than those prescribed in the *Public Service Labour Relations Act*.
- (b) Notwithstanding the provisions of 39.01(a), NU-CHN's in FNIH, (known as regular part-time employees), whose normal scheduled hours of work average less than thirty-seven decimal five (37.5) hours per week, and whose hours are averaged over the period prescribed in the certificate of appointment, shall be subject to the provisions of this article.

#### **39.02 General**

Part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal scheduled weekly hours of work compared with the normal weekly hours of work of full-time employees unless otherwise specified in this Agreement.

**39.03** Part-time employees shall be paid at the hourly rate of pay for all work performed up to seven decimal five (7.5) hours in a day or thirty-seven decimal five (37.5) hours in a week unless the employee is working other daily or weekly hours of work as prescribed pursuant to Article 8, Hours of Work and Shift Work.

**39.04** The days of rest provisions of this Collective Agreement apply only in a week when a part-time employee has worked five (5) days and a minimum of thirty-seven decimal five (37.5) hours in a week at the hourly rate of pay.

**39.05** Leave will only be provided:

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

or

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

**39.06 Designated Holidays**

A part-time employee shall not be paid for the designated holidays but shall, instead be paid a premium of four decimal two five per cent (4.25%) for all straight-time hours worked during the period of part-time employment.

**39.07** Subject to Article 9, Overtime, when a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 12.01 of this Agreement, the employee shall be paid according to paragraph 9.01(b) for all hours worked on the holiday.

**39.08 Overtime**

“Overtime” means work required by the Employer, to be performed by the employee, in excess of those hours prescribed in clause 39.03 but does not include time worked on a holiday.

**39.09** Subject to Article 9, Overtime, a part-time employee who is required to work overtime shall be paid at time and one-half (1 1/2) for all overtime hours worked. The provisions of clause 9.04, Compensatory Leave, do not apply.

**39.10 Call-back**

- (a) When a part-time employee is called back to work or when a part-time employee who is on standby duty is called back to work by the Employer anytime outside his normal working hours, and such employee is not entitled to overtime in accordance with the present article, the employee shall be entitled to the greater of:
- (i) a minimum of three (3) hours' pay at the straight-time rate;
  - or
  - (ii) compensation at the applicable rate for all hours worked.
- (b) When a part-time employee is entitled to overtime in accordance with the present article the employee shall be paid in accordance with Article 10, Call-back, of this Agreement.
- (c) Notwithstanding (a) or (b), when a part-time FNIH nurse who is on stand-by duty on a designated paid holiday is called-back to work during the week-end following the designated paid holiday, the employee shall be entitled to overtime in accordance with the present article. The employee shall be paid in accordance with Article 10, Call-back, of this Agreement regardless of the number of hours worked in that week.

**39.11 Vacation Leave**

A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice (2) the number of hours in the employee's normal work week, at the rate for years of employment established in clause 15.02, prorated and calculated as follows:

- (a) when the entitlement is nine decimal three seven five (9.375) hours a month, .250 multiplied by the number of hours in the employee's workweek per month;
- (b) when the entitlement is twelve decimal five (12.5) hours a month, .333 multiplied by the number of hours in the employee's workweek per month;
- (c) when the entitlement is thirteen decimal seven five (13.75) hours a month, .367 multiplied by the number of hours in the employee's workweek per month;

- (d) when the entitlement is fourteen decimal four (14.4) hours a month, .383 multiplied by the number of hours in the employee's workweek per month;
- (e) when the entitlement fifteen decimal six two five (15.625) hours a month, .417 multiplied by the number of hours in the employee's workweek per month;
- (f) when the entitlement is sixteen decimal eight seven five (16.875) hours a month, .450 multiplied by the number of hours in the employee's workweek per month;
- (g) when the entitlement is eighteen decimal seven five (18.75) hours a month, .500 multiplied by the number of hours in the employee's workweek per month.

#### **39.12 Sick Leave**

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

#### **39.13 Vacation and Sick Leave Administration**

- (a) For the purposes of administration of clauses 39.11 and 39.12, where an employee does not work the same number of hours each week, the normal work week shall be the weekly average calculated on a monthly basis.
- (b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

#### **39.14 Severance Pay**

Notwithstanding the provisions of Article 19, Severance Pay, where the period of continuous employment in respect of which a severance benefit is to be paid consists of both full-and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

**39.15** The weekly rate of pay referred to in clause 39.14 shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in the employee's certificate of appointment, immediately prior to the termination of employment.

## **ARTICLE 40**

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

**40.01** For the purpose of this article,

- (a) a formal assessment and/or appraisal of an employee's performance means any written assessment and/or appraisal by any supervisor of how well the employee has performed his assigned tasks during a specified period in the past;
- (b) formal assessment and/or appraisals of employee performance shall be recorded on a form prescribed by the Employer for this purpose.

**40.02**

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

A copy of the employee's assessment form shall be provided to him at the time the assessment is signed by the employee.

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

**40.03** When an employee disagrees with the assessment and/or appraisal of his work the employee shall have the right to present written counter arguments to the manager(s) or committee(s) responsible for the assessment and/or appraisal decision.



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

**40.05** When a report pertaining to an employee's performance or conduct is placed on that employee's personnel file, the employee concerned shall be given an opportunity to sign the report in question to indicate that its contents have been read.

## **ARTICLE 41 EMPLOYMENT REFERENCES**

**41.01** On application by an employee, the Employer shall provide personal references to the prospective Employer of such employee, indicating length of service, principal duties and responsibilities and performance of such duties.

## **ARTICLE 42 SEXUAL HARASSMENT**

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

### **42.02**

- (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If by reason of paragraph 42.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

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

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

## **ARTICLE 43**

### **NO DISCRIMINATION**

**43.01** There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, family status, marital status, a conviction for which a pardon has been granted, mental or physical disability, or membership or activity in the Institute.

#### **43.02**

- (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of a complaint.
- (b) If by reason of paragraph 43.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

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

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

## **ARTICLE 44**

### **PENOLOGICAL FACTOR ALLOWANCE**

#### **General**

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

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

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

#### **Amount of PFA**

##### **44.04**

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

#### **Application of PFA**

**44.05** Penological Factor Allowance shall only be payable to the incumbent of a position on the establishment of, or loaned to, Correctional Staff Colleges, Regional Headquarters, and National Headquarters, when the conditions described in clause 44.02 above are applicable.

**44.06** The applicability of PFA to a position and the position's degree of PFA entitlement, shall be determined by the Employer following consultation with the Institute.

**44.07** Except as prescribed in clause 44.09 below, an employee shall be entitled to receive PFA for any month in which he receives a minimum of ten (10) days pay in a position(s) to which PFA applies.

**44.08** Except as provided in clause 44.09 below, PFA shall be adjusted when the incumbent of a position to which PFA applies, is appointed or assigned duties in another position to which a different level of PFA applies, regardless of whether such appointment or assignment is temporary or permanent, and for each month in which an employee performs duties in more than one position to which PFA applies, the employee shall receive the higher allowance, provided he has performed duties for at least seventy-five (75) hours as the incumbent of the position to which the higher allowance applies.

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

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

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

or

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

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

*Public Service Superannuation Act*

Public Service Disability Insurance Plan

Canada Pension Plan

Quebec Pension Plan

Employment Insurance

*Government Employees Compensation Act*

Flying Accident Compensation Regulations

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

## **ARTICLE 45**

### **PAY**

**45.01** Except as provided in clauses 45.01 to 45.10 inclusive, and the Notes to Appendix "A" of this Agreement, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

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

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

or

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

**45.03** The rates of pay set forth in Appendix "A" shall become effective on the date specified therein.

**45.04** Only rates of pay and compensation for overtime which has been paid to an employee during the retroactive period will be recomputed and the difference between the amount paid on the old rates of pay and the amount payable on the new rates of pay will be paid to the employee.

**45.05 Pay Administration**

When two (2) or more of the following actions occur on the same date, namely appointment, pay increment, pay revision, the employee's rate of pay shall be calculated in the following sequence:

- (a) the employee shall receive their pay increment;
- (b) the employee's rate of pay shall be revised;
- (c) the employee's rate of pay on appointment shall be established in accordance with this Agreement.

**45.06 Rates of Pay**

- (a) The rates of pay set forth in Appendix "A" shall become effective on the dates specified.
- (b) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of this Agreement, the following shall apply:

- (i) “retroactive period” for the purpose of subparagraphs (ii) to (v) means the period from the effective date of the revision up to and including the day before the collective agreement is signed or when an arbitral award is rendered therefor;
- (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the groups identified in Article 25 of this Agreement during the retroactive period;
- (iii) for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;

\*\*

- (iv) for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the Directive on Terms and Conditions of Employment, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;
- (v) no payment or no notification shall be made pursuant to paragraph 45.06(b) for one dollar (\$1.00) or less.

**45.07** This article is subject to the Memorandum of Understanding signed by the Employer and the Professional Institute of the Public Service of Canada dated 21 July 1982 in respect of red-circled employees.

#### **45.08 Overpayment**

Should there be an error made in pay calculations resulting in an overpayment, the employee shall be notified beforehand in writing of the requirement for repayment to the employer and the intended repayment schedule. The employer

will discuss the proposed schedule with the employee prior to putting it into effect.

#### **45.09 Acting Pay**

- (a) When an employee is required by the Employer to substantially perform the duties of a higher classification level on an acting basis for the number of consecutive working days indicated in (i) or (ii), the employee shall be paid acting pay calculated from the date on which the employee commenced to act as if the employee had been appointed to that higher classification level for the period in which the employee acts.
- (i) two (2) working days: ND-DIT and OP level 1, and NU-CHN and NU-HOS levels 1-4;
- (ii) four (4) working days: all other employees.
- (b) When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for the purpose of the qualifying period.

#### **45.10 New Classification Standard**

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

## **ARTICLE 46**

### **VARIATION IN HOURS OF WORK**

#### **46.01 Principle**

The following conditions shall apply to employees to whom the provisions of clause 8.06 (Compressed Work Week) and subparagraph 8.09(e)(i) (shift longer than seven decimal five (7.5) hours) of Article 8 apply.

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

Before changing the hours of work approved under article 8.09(e)(i), the employer shall consult with the Institute. Such consultation shall be held no later than two (2) months prior to the modification of the hours of work agreed to under article 8.09(e)(i).

During the consultation, the employer shall provide the union with the relevant information (such as statistics and rationale) in support of the proposed change.

#### **46.02 General Application**

##### **(a) Conversion to Hours**

(i) The provisions of the collective agreement which specify days shall be converted to hours based on a seven decimal five (7.5) hour day as follows:

- five-twelfths (5/12) day	=	3.125 hours
- one (1) day	=	7.500 hours
- one and one-quarter (1 1/4) days	=	9.375 hours
- one and two-thirds (1 2/3) days	=	12.500 hours
- one and eleven-twelfth (1 11/12) days	=	14.375 hours
- two and one-twelfth (2 1/12) days	=	15.625 hours
- two and one half (2 1/2) days	=	18.750 hours

(ii) Notwithstanding the above, in clause 17.02, Bereavement Leave with Pay, and Article 34, Grievance Procedure, a day will have the same meaning as the provisions of the collective agreement.

##### **(b) Implementation and Termination**

Effective the date on which clause 8.06 and paragraph 8.09(c) of Article 8, Hours of Work and Shift Work, apply or cease to apply to an employee, the accrued vacation and sick leave credits shall be converted to days or hours, as applicable.

##### **(c) Leave - Usage**

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



### **46.03 Specific Applications**

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

(a) **Article 2 - Interpretation and Definitions**

Paragraph 2.01(c) - “daily rate of pay” - shall not apply.

(b) **Article 9 - Overtime**

- (i) Overtime compensation shall only be applicable on a normal work day for hours in excess of the employee’s scheduled daily hours of work.
- (ii) The provision of two (2) times the straight-time hourly rate still applies when a designated paid holiday(s) separates the period of consecutive and contiguous days of rest provided the requirements of subparagraph 46.03(b)(i) above are met.

(c) **Article 12 - Designated Paid Holiday**

A designated holiday shall account for seven decimal five (7.5) hours.

(d) **Article 13 - Travelling Time**

Overtime compensation referred to in clause 13.01 shall only be applicable on a normal work day for hours in excess of the employee’s scheduled daily hours of work.

(e) **Article 15 - Vacation Leave**

**Leave When Employment Terminates**

When an employee dies or otherwise ceases to be employed, he or his estate shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation and furlough leave with pay to his credit by the hourly rate of pay as calculated from the rate specified in his certificate of appointment prior to the termination of his employment.

**ARTICLE 47**  
**SHIFT AND WEEKEND PREMIUMS**

**47.01**

- (a) An employee on shift work shall receive a shift premium of two dollars (\$2.00) per hour for all hours worked between 1600 and 0800 hours. The shift premium will not be paid for hours worked between 0800 and 1600 hours.

**Paragraph (b) applies only to NU employees in St-Anne-de-Bellevue Hospital**

- (b) An employee on shift work shall receive a shift premium of two dollars (\$2.00) per hour for all hours worked between 1530 and 0730 hours. The shift premium will not be paid for hours worked on the day shift between 0730 and 1530 hours.

**47.02**

- (a) Employees shall receive an additional premium of two dollars (\$2.00) per hour for work on a Saturday and/or Sunday for hours worked as stipulated in (b) below.
- (b) Weekend premiums shall be payable in respect of all regularly scheduled hours at straight-time rates worked on Saturday and/or Sunday.

**ARTICLE 48**  
**SHIFT PRINCIPLE**

**48.01**

- (a) When a full-time employee is required to attend one of the following proceedings outside a period which extends before or beyond three (3) hours his scheduled hours of work on a day during which he would be eligible for a shift premium, the employee may request that his hours of work on that day be scheduled between 7 a.m. and 6 p.m.
  - (i) Public Service Labour Relations Board Proceedings  
Clauses 30.01, 30.02, 30.04, 30.05 and 30.06.

- (ii) Contract Negotiation and Preparatory Contract Negotiation Meetings  
Clauses 30.10 and 30.11.
  - (iii) Personnel Selection Process  
Article 17.14.
  - (iv) To write Provincial Certification Examinations which are a requirement for the continuation of the performance of the duties of the employee's position.
  - (v) Training Courses which the employee is required to attend by the Employer.
  - (vi) Provincial Workers Compensation Hearings.
- (b) In no case will the employee be required to report back for work on his next scheduled work period without at least twelve (12) hours of rest; nor will the employee lose any portion of his regular pay because the employee reported for work later than the scheduled start of the shift.
  - (c) In every case, such request will be granted provided there is no increase in cost to the Employer.
  - (d) Notwithstanding paragraph (c), proceedings described in sub-paragraph 48.01(a)(v) are not subject to the condition that there be no increase in cost to the Employer.

## **ARTICLE 49**

### **CONTRACTING OUT**

**49.01** The Employer will continue past practice in giving all reasonable consideration to continued employment in the public service of employees who would otherwise become redundant because work is contracted out.

**ARTICLE 50**  
**DANGEROUS GOODS**

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

**ARTICLE 51**  
**AGREEMENT RE-OPENER**

**51.01** This Agreement may be amended by mutual consent. If either party wishes to amend or vary this Agreement, it shall give to the other party notice of any amendment proposed and the parties shall meet and discuss such proposal not later than one (1) calendar month after receipt of such notice.

**ARTICLE 52**  
**DURATION**

\*\*

**52.01** The duration of this Collective Agreement shall be from the date it is signed to 30 September 2014.

**52.02** Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is signed.

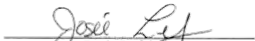
SIGNED AT OTTAWA, this 12th day of the month of June 2012.

THE TREASURY BOARD  
OF  
CANADA

THE PROFESSIONAL  
INSTITUTE OF THE PUBLIC  
SERVICE OF CANADA

  
Marc Arthur Hyppolite

  
Gary Corbett

  
Josée Lefebvre

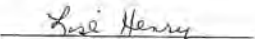
  
Lyne Morin

  
John Park


  
Colin Muiise

  
Muriel Lamothe

  
Stephanie Hatchard

  
Lise Henry

  
Jerome Fransblow

  
Daniel Aubrey

Jeff Whitehead

  
Barbara Raymond

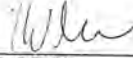
  
Patricia Sears

THE TREASURY BOARD  
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INSTITUTE OF THE PUBLIC  
SERVICE OF CANADA



Joane Simard



Ruth Walden



Elise Minguy

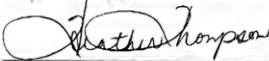


Eric Fleurent



Roch Barrette

Ryan Campbell



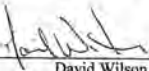
Heather Thompson



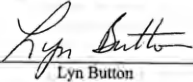
Ginette Tardif



Anne Milne



David Wilson



Lyn Button

**\*\*APPENDIX "A"****DE - DENTISTRY GROUP****ANNUAL RATES OF PAY**

(in dollars)

- A) Effective October 1, 2011**  
**B) Effective October 1, 2012**  
**C) Effective October 1, 2013**

**DE-1**

From:	\$	73693	77288	80879	84464	88056	91641	95307
To:	A	74983	78641	82294	85942	89597	93245	96975
	B	76108	79821	83528	87231	90941	94644	98430
	C	77630	81417	85199	88976	92760	96537	100399

**DE-2**

From:	\$	80025	83926	87835	91730	95632	99539	103520
To:	A	81425	85395	89372	93335	97306	101281	105332
	B	82646	86676	90713	94735	98766	102800	106912
	C	84299	88410	92527	96630	100741	104856	109050

**DE-3**

From:	\$	87056	91309	95559	99813	104062	108315	112647
To:	A	88579	92907	97231	101560	105883	110211	114618
	B	89908	94301	98689	103083	107471	111864	116337
	C	91706	96187	100663	105145	109620	114101	118664

**APPENDIX "A"****DE - DENTISTRY GROUP****PAY NOTES****PAY INCREMENT FOR FULL TIME AND PART-TIME EMPLOYEES**

1. The pay increment period for employees at the DE levels 1 to 3 is twelve (12) months. A part-time employee who, on the date of signing of this collective agreement, has worked more than twelve (12) months since the last increment will receive a salary increment effective on the date of signing. The next statutory increase for part-time employees will be calculated from this date.
2. The pay increment for an employee appointed on or after 14 May 1981 to a position in the bargaining unit upon promotion, demotion or from outside the public service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to the application of the date mentioned above, remains unchanged.

**PAY ADJUSTMENT ADMINISTRATION**

3. All employees being paid at the DE levels 1 to 3 scale of rates shall, on the relevant effective dates in Appendix "A", be paid in the A, B and C scales of rates shown immediately below the employees former rate of pay.



**\*\*APPENDIX "A"**

**MD - MEDICINE GROUP**  
**ANNUAL RATES OF PAY**  
(in dollars)

- X) Effective October 1, 2011 - Restructure  
A) Effective October 1, 2011  
Y) Effective October 1, 2012 - Restructure  
Z) Effective October 1, 2012 - Restructure  
B) Effective October 1, 2012  
C) Effective October 1, 2013

**MEDICAL OFFICER SUB-GROUP****MD-MOF-1**

From:	\$	78417	82371	86331	90290	94247	98208	102168
To:	X	87992	91946	95906	99865	103822	107783	111743
	A	89532	93555	97584	101613	105639	109669	113699
	Y	102962	107588	112222	116855	121485	126119	130754
	Z	112537	117163	121797	126430	131060	135694	140329
	B	114225	118920	123624	128326	133026	137729	142434
	C	116510	121298	126096	130893	135687	140484	145283

From:	\$	106123
To:	X	115698
	A	117723
	Y	135381
	Z	144956
	B	147130
	C	150073

**MD-MOF-2**

From:	\$	100150	104271	108395	112515	116794	120895
To:	X	110250	114371	118495	122615	126894	130995
	A	112179	116372	120569	124761	129115	133287
	Y	129006	133828	138654	143475	148482	153280
	Z	139106	143928	148754	153575	158582	163380
	B	141193	146087	150985	155879	160961	165831
	C	144017	149009	154005	158997	164180	169148

**MD-MOF-3**

From:	\$	115562	120346	124919	129306
To:	X	126437	131221	135794	140181
	A	128650	133517	138170	142634
	Y	147948	153545	158896	164029
	Z	158823	164420	169771	174904
	B	161205	166886	172318	177528
	C	164429	170224	175764	181079

**MD-MOF-4**

From:	\$	122059	127008	131837	136470
To:	X	137434	142383	147212	151845
	A	139839	144875	149788	154502
	Y	160815	166606	172256	177677
	Z	176190	181981	187631	193052
	B	178833	184711	190445	195948
	C	182410	188405	194254	199867

**MEDICAL SPECIALIST SUB-GROUP****MD-MSP-1**

From:	\$	120117	124490	129468
To:	X	130992	135365	140343
	A	133284	137734	142799
	Y	153277	158394	164219
	Z	164152	169269	175094
	B	166614	171808	177720
	C	169946	175244	181274

**MD-MSP-2**

From:	\$	127978	132399	137427
To:	X	143353	147774	152802
	A	145862	150360	155476
	Y	167741	172914	178797
	Z	183116	188289	194172
	B	185863	191113	197085
	C	189580	194935	201027

**APPENDIX "A"****MD - MEDICINE GROUP****PAY NOTES****PAY INCREMENT FOR FULL TIME AND PART-TIME EMPLOYEES**

1. The pay increment period for employees at the MD-MOF levels 1 to 4 and at the MD-MSP levels 1 to 2 is twelve (12) months. A part-time employee who, on the date of signing of this collective agreement, has worked more than twelve (12) months since the last increment will receive a salary increment effective on the date of signing. The next statutory increase for part-time employees will be calculated from this date.
2. The pay increment for an employee appointed on or after 9 April 1981 to a position in the bargaining unit upon promotion, demotion or from outside the public service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to the application of the date mentioned above, remains unchanged.

**PAY ADJUSTMENT ADMINISTRATION**

3. All employees being paid in the MD-MOF levels 1 to 4 and at the MD-MSP levels 1 to 2 scale of rates shall, on the relevant effective dates in Appendix "A", be paid in the X, A, Y, Z, B and C scales of rates shown immediately below the employees former rate of pay.

**\*\*APPENDIX "A"****ND - NUTRITION AND DIETETICS GROUP****ANNUAL RATES OF PAY**

(in dollars)

- A) Effective October 1, 2011**  
**B) Effective October 1, 2012**  
**C) Effective October 1, 2013**

**SUBGROUP: DIETITIAN****ND-DIT-1**

From:	\$	61170	62711	64348	66006	67662	69394	71198
To:	A	62240	63808	65474	67161	68846	70608	72444
	B	63174	64765	66456	68168	69879	71667	73531
	C	64437	66060	67785	69531	71277	73100	75002

From:	\$	73006
To:	A	74284
	B	75398
	C	76906

**ND-DIT-2**

From:	\$	68633	70467	72313	74423	76428	78433
To:	A	69834	71700	73578	75725	77765	79806
	B	70882	72776	74682	76861	78931	81003
	C	72300	74232	76176	78398	80510	82623

**ND-DIT-3**

From:	\$	73821	75804	77980	80129	82368	84606
To:	A	75113	77131	79345	81531	83809	86087
	B	76240	78288	80535	82754	85066	87378
	C	77765	79854	82146	84409	86767	89126

**ND-DIT-4**

From:	\$	84546	86874	89206	91535	93862	96193
To:	A	86026	88394	90767	93137	95505	97876
	B	87316	89720	92129	94534	96938	99344
	C	89062	91514	93972	96425	98877	101331

**SUBGROUP: ADVISORY****ND-ADV-1**

From:	\$	63478	65437	67585	69710	71923	74135
To:	A	64589	66582	68768	70930	73182	75432
	B	65558	67581	69800	71994	74280	76563
	C	66869	68933	71196	73434	75766	78094

**ND-ADV-2**

From:	\$	71706	74220	76727	79239	81865	84492
To:	A	72961	75519	78070	80626	83298	85971
	B	74055	76652	79241	81835	84547	87261
	C	75536	78185	80826	83472	86238	89006

**ND-ADV-3**

From:	\$	80102	83141	86180	89206	92236	94717	97201
To:	A	81504	84596	87688	90767	93850	96375	98902
	B	82727	85865	89003	92129	95258	97821	100386
	C	84382	87582	90783	93972	97163	99777	102394

**SUBGROUP: HOME ECONOMIST****ND-HME-1**

From:	\$	63762	65387	67027	68736	70511	72290
To:	A	64878	66531	68200	69939	71745	73555
	B	65851	67529	69223	70988	72821	74658
	C	67168	68880	70607	72408	74277	76151

**ND-HME-2**

From:	\$	67987	69878	71785	73691	75666	77588	79509
To:	A	69177	71101	73041	74981	76990	78946	80900
	B	70215	72168	74137	76106	78145	80130	82114
	C	71619	73611	75620	77628	79708	81733	83756

**ND-HME-3**

From:	\$	74312	76410	78495	80671	82930	85085	87238
To:	A	75612	77747	79869	82083	84381	86574	88765
	B	76746	78913	81067	83314	85647	87873	90096
	C	78281	80491	82688	84980	87360	89630	91898

**ND-HME-4**

From:	\$	83687	86311	88921	91526	94232	96935
To:	A	85152	87821	90477	93128	95881	98631
	B	86429	89138	91834	94525	97319	100110
	C	88158	90921	93671	96416	99265	102112

**APPENDIX "A"****ND - NUTRITION AND DIETETICS GROUP****PAY NOTES****PAY INCREMENT FOR FULL TIME AND PART-TIME EMPLOYEES**

1. The pay increment period for employees at the ND-DIT levels 1 to 4, ND-ADV levels 1 to 3 and ND-HME levels 1 to 4 is twelve (12) months. A part-time employee who, on the date of signing of this collective agreement, has worked more than twelve (12) months since the last increment will receive a salary increment effective on the date of signing. The next statutory increase for part-time employees will be calculated from this date.
2. The pay increment date for an employee, appointed on or after date of signing of this collective agreement, to a position in the bargaining unit upon promotion, demotion or from outside the public service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to the signing date of this collective agreement, remains unchanged.

**PAY ADJUSTMENT ADMINISTRATION**

3. All employees being paid in the ND-DIT levels 1 to 4, ND-ADV levels 1 to 3 and ND-HME level 1 to 4 scale of rates shall, on the relevant effective dates in Appendix "A", be paid in the A, B and C scales of rates shown immediately below the employees former rate of pay.

**RATE OF PAY ON APPOINTMENT**

4.
  - (a) The rate of pay on initial appointment shall be no less than:  
**Subparagraphs (i), (ii), (iii) and (iv) apply to ND-ADV-1, ND-DIT-1, and ND-HME-2 only.**
    - (i) the first (1st) rate of the salary scale for persons with less than one (1) year of recent and relevant experience;

- (ii) the second (2nd) rate of the salary scale for persons with one (1) year, but less than two (2) years of recent and relevant experience;
- (iii) the third (3rd) rate of the salary scale for persons with two (2) years, but less than three (3) years of recent and relevant experience;
- (iv) the fourth (4th) rate of the salary scale for persons with three (3) years, but less than four (4) years of recent and relevant experience;

**Subparagraph (v) applies to ND-ADV-1, ND-DIT-1 and ND-HME-2 only.**

- (v) the fifth (5th) rate of the salary scale for persons with four (4) years, but less than five (5) years of recent and relevant experience;

**Subparagraph (vi) applies to ND-DIT-1 and ND-HME-2 only.**

- (vi) the sixth (6th) rate of the salary scale for persons with five (5) years, but less than six (6) years of recent and relevant experience;

**Subparagraph (vii) applies to ND-DIT-1 only.**

- (vii) the seventh (7th) rate of the salary scale for persons with six (6) years, but less than seven (7) years of recent and relevant experience.



**\*\*APPENDIX "A"****OP - OCCUPATIONAL AND PHYSICAL THERAPY GROUP****ANNUAL RATES OF PAY**

(in dollars)

- A) Effective October 1, 2011  
 B) Effective October 1, 2012  
 C) Effective October 1, 2013

**REGION: ATLANTIC****OP-1**

From:	\$	59101	60555	62017	63519	65022
To:	A	60135	61615	63102	64631	66160
	B	61037	62539	64049	65600	67152
	C	62258	63790	65330	66912	68495

**OP-2**

From:	\$	60835	62416	64007	65579	67226	68874
To:	A	61900	63508	65127	66727	68402	70079
	B	62829	64461	66104	67728	69428	71130
	C	64086	65750	67426	69083	70817	72553

**OP-3**

From:	\$	64283	65995	67716	69429	71212	72994
To:	A	65408	67150	68901	70644	72458	74271
	B	66389	68157	69935	71704	73545	75385
	C	67717	69520	71334	73138	75016	76893

**REGION: QUEBEC****OP-1**

From:	\$	67233	69064	70894	72727	74616	76510	78405
To:	A	68410	70273	72135	74000	75922	77849	79777
	B	69436	71327	73217	75110	77061	79017	80974
	C	70825	72754	74681	76612	78602	80597	82593
From:	\$	80291	82186	84079				
To:	A	81696	83624	85550				
	B	82921	84878	86833				
	C	84579	86576	88570				

**OP-2**

From:	\$	71249	73240	75226	77220	79284	81347	83419
To:	A	72496	74522	76542	78571	80671	82771	84879
	B	73583	75640	77690	79750	81881	84013	86152
	C	75055	77153	79244	81345	83519	85693	87875

From:	\$	85480	87549	89618				
To:	A	86976	89081	91186				
	B	88281	90417	92554				
	C	90047	92225	94405				

**OP-3**

From:	\$	75576	77732	79891	82053	84289	86528	88761
To:	A	76899	79092	81289	83489	85764	88042	90314
	B	78052	80278	82508	84741	87050	89363	91669
	C	79613	81884	84158	86436	88791	91150	93502

From:	\$	90996	93236	95474				
To:	A	92588	94868	97145				
	B	93977	96291	98602				
	C	95857	98217	100574				

**REGION: ONTARIO, YUKON AND NORTHWEST TERRITORIES****OP-1**

From:	\$	63616	65301	67000	68688	70428	72177	73920
To:	A	64729	66444	68173	69890	71660	73440	75214
	B	65700	67441	69196	70938	72735	74542	76342
	C	67014	68790	70580	72357	74190	76033	77869

**OP-2**

From:	\$	67314	69156	70991	72833	74739	76641	78547
To:	A	68492	70366	72233	74108	76047	77982	79922
	B	69519	71421	73316	75220	77188	79152	81121
	C	70909	72849	74782	76724	78732	80735	82743

**OP-3**

From:	\$	71316	73299	75298	77288	79352	81420	83490
To:	A	72564	74582	76616	78641	80741	82845	84951
	B	73652	75701	77765	79821	81952	84088	86225
	C	75125	77215	79320	81417	83591	85770	87950

**REGION: MANITOBA****OP-1**

From:	\$	59193	60706	62230	63752	65313	66660	68009
To:	A	60229	61768	63319	64868	66456	67827	69199
	B	61132	62695	64269	65841	67453	68844	70237
	C	62355	63949	65554	67158	68802	70221	71642

**OP-2**

From:	\$	62523	64168	65819	67469	69178	70887
To:	A	63617	65291	66971	68650	70389	72128
	B	64571	66270	67976	69680	71445	73210
	C	65862	67595	69336	71074	72874	74674

**OP-3**

From:	\$	66108	67896	69687	71471	73336	75201
To:	A	67265	69084	70907	72722	74619	76517
	B	68274	70120	71971	73813	75738	77665
	C	69639	71522	73410	75289	77253	79218

**REGION: SASKATCHEWAN****OP-1**

From:	\$	59193	60706	62230	63752	65313	66874	68433
To:	A	60229	61768	63319	64868	66456	68044	69631
	B	61132	62695	64269	65841	67453	69065	70675
	C	62355	63949	65554	67158	68802	70446	72089

**OP-2**

From:	\$	62523	64168	65819	67469	69178	70647	72112
To:	A	63617	65291	66971	68650	70389	71883	73374
	B	64571	66270	67976	69680	71445	72961	74475
	C	65862	67595	69336	71074	72874	74420	75965

**OP-3**

From:	\$	66108	67896	69687	71471	73336	75195	77054
To:	A	67265	69084	70907	72722	74619	76511	78402
	B	68274	70120	71971	73813	75738	77659	79578
	C	69639	71522	73410	75289	77253	79212	81170

**REGION: ALBERTA****OP-1**

From:	\$	59973	61586	63207	64815	66427	68095	69762
To:	A	61023	62664	64313	65949	67589	69287	70983
	B	61938	63604	65278	66938	68603	70326	72048
	C	63177	64876	66584	68277	69975	71733	73489

**OP-2**

From:	\$	65133	66877	68628	70379	72199	74022
To:	A	66273	68047	69829	71611	73462	75317
	B	67267	69068	70876	72685	74564	76447
	C	68612	70449	72294	74139	76055	77976

**OP-3**

From:	\$	68936	70832	72729	74630	76603	78580
To:	A	70142	72072	74002	75936	77944	79955
	B	71194	73153	75112	77075	79113	81154
	C	72618	74616	76614	78617	80695	82777

**REGION: BRITISH COLUMBIA****OP-1**

From:	\$	70022	71823	73681	75539
To:	A	71247	73080	74970	76861
	B	72316	74176	76095	78014
	C	73762	75660	77617	79574

**OP-2**

From:	\$	70366	72319	74277	76237	78260	80281
To:	A	71597	73585	75577	77571	79630	81686
	B	72671	74689	76711	78735	80824	82911
	C	74124	76183	78245	80310	82440	84569

**OP-3**

From:	\$	74617	76740	78860	80982	83184	85386
To:	A	75923	78083	80240	82399	84640	86880
	B	77062	79254	81444	83635	85910	88183
	C	78603	80839	83073	85308	87628	89947

**APPENDIX "A"****OP - OCCUPATIONAL AND PHYSICAL THERAPY GROUP****PAY NOTES****PAY INCREMENT FOR FULL TIME AND PART-TIME EMPLOYEES**

1. The pay increment period for employees at the OP levels 1 to 4 is twelve (12) months. A part-time employee who, on the date of signing of this collective agreement, has worked more than twelve (12) months since the last increment will receive a salary increment effective on the date of signing. The next statutory increase for part-time employees will be calculated from this date.
2. The pay increment date for an employee, appointed on or after date of signing of this collective agreement, to a position in the bargaining unit upon promotion, demotion or from outside the public service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to the signing date of this collective agreement, remains unchanged.

**PAY ADJUSTMENT ADMINISTRATION**

3. All employees being paid in the OP levels 1 to 4 scale of rates shall, on the relevant effective dates in Appendix "A", be paid in the A, B and C scales of rates shown immediately below the employees former rate of pay.

**RATE OF PAY ON APPOINTMENT**

4.
  - (a) The rate of pay on initial appointment shall be no less than:  
**Subparagraphs (i), (ii), (iii), (iv) and (v) apply to OP-1 only.**
    - (i) the first (1st) rate of the salary scale for persons with less than one (1) year of recent and relevant experience;

- (ii) the second (2nd) rate of the salary scale for persons with one (1) year, but less than two (2) years of recent and relevant experience;
- (iii) the third (3rd) rate of the salary scale for persons with two (2) years, but less than three (3) years of recent and relevant experience;
- (iv) the fourth (4th) rate of the salary scale for persons with three (3) years, but less than four (4) years of recent and relevant experience;
- (v) In regions, where there are more than four (4) experience increments at level OP-1, persons will be granted one (1) experience increment for each additional year of recent and relevant experience to the maximum of the level OP-1 scale of rates.

**\*\*APPENDIX "A"****PH - PHARMACY GROUP****ANNUAL RATES OF PAY**

(in dollars)

- A) Effective October 1, 2011**  
**B) Effective October 1, 2012**  
**C) Effective October 1, 2013**

**PH-1**

From:	\$	68517	70889	73265	75719	78257	80877	83499
To:	A	69716	72130	74547	77044	79626	82292	84960
	B	70762	73212	75665	78200	80820	83526	86234
	C	72177	74676	77178	79764	82436	85197	87959

From:	\$	86122
To:	A	87629
	B	88943
	C	90722

**PH-2**

From:	\$	81431	84687	88286	91888	95488
To:	A	82856	86169	89831	93496	97159
	B	84099	87462	91178	94898	98616
	C	85781	89211	93002	96796	100588

**PH-3**

From:	\$	90091	93696	97444	101191	104939
To:	A	91668	95336	99149	102962	106775
	B	93043	96766	100636	104506	108377
	C	94904	98701	102649	106596	110545

**APPENDIX "A"****PH - PHARMACY GROUP****PAY NOTES****PAY INCREMENT FOR FULL TIME AND PART-TIME EMPLOYEES**

1. The pay increment period for employees at the PH levels 1 to 3 is twelve (12) months. A part-time employee who, on the date of signing of this collective agreement, has worked more than twelve (12) months since the last increment will receive a salary increment effective on the date of signing. The next statutory increase for part-time employees will be calculated from this date.
2. The pay increment for an employee appointed on or after 20 April 1982 to a position in the bargaining unit upon promotion, demotion or from outside the public service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to the application of the date mentioned above, remains unchanged.

**PAY ADJUSTMENT ADMINISTRATION**

3. All employees being paid in the PH levels 1 to 3 scale of rates shall, on the relevant effective dates in Appendix "A", be paid in the A, B and C scales of rates shown immediately below the employees former rate of pay.



**\*\*APPENDIX "A"****PS - PSYCHOLOGY GROUP****ANNUAL RATES OF PAY**

(in dollars)

- A) Effective October 1, 2011**  
**B) Effective October 1, 2012**  
**C) Effective October 1, 2013**

**PS-1**

From:	\$	45071	47044	49013	50982	52955	54925	56899
To:	A	45860	47867	49871	51874	53882	55886	57895
	B	46548	48585	50619	52652	54690	56724	58763
	C	47479	49557	51631	53705	55784	57858	59938

**PS-2**

From:	\$	58124	60583	63055	65513	67981	70447
To:	A	59141	61643	64158	66659	69171	71680
	B	60028	62568	65120	67659	70209	72755
	C	61229	63819	66422	69012	71613	74210

**PS-3**

From:	\$	68255	71079	73902	76735	79574
To:	A	69449	72323	75195	78078	80967
	B	70491	73408	76323	79249	82182
	C	71901	74876	77849	80834	83826

**PS-4**

From:	\$	76790	80024	83261	86499	89735
To:	A	78134	81424	84718	88013	91305
	B	79306	82645	85989	89333	92675
	C	80892	84298	87709	91120	94529

**PS-5**

From:	\$	86098	89782	93460	96965	100381
To:	A	87605	91353	95096	98662	102138
	B	88919	92723	96522	100142	103670
	C	90697	94577	98452	102145	105743

**APPENDIX "A"****PS - PSYCHOLOGY GROUP****PAY NOTES****PAY INCREMENT FOR FULL TIME AND PART-TIME EMPLOYEES**

1. The pay increment period for employees at the PS levels 1 to 5 is twelve (12) months. A part-time employee who, on the date of signing of this collective agreement, has worked more than twelve (12) months since the last increment will receive a salary increment effective on the date of signing. The next statutory increase for part-time employees will be calculated from this date.
2. The pay increment date for an employee, appointed on or after date of signing of this Collective Agreement, to a position in the bargaining unit upon promotion, demotion or from outside the public service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to the signing date of this collective agreement, remains unchanged.

**PAY ADJUSTMENT ADMINISTRATION**

3. All employees being paid in the PS levels 1 to 5 scale of rates shall, on the relevant effective dates in Appendix "A", be paid in the A, B and C scales of rates shown immediately below the employees former rate of pay.

**\*\*APPENDIX "A"****SW - SOCIAL WORK GROUP****ANNUAL RATES OF PAY**

(in dollars)

- A) Effective October 1, 2011  
 B) Effective October 1, 2012  
 C) Effective October 1, 2013

**SUBGROUP: SOCIAL WELFARE****SW-SCW-1**

From:	\$	46598	48480	50367	52253	54140	56028	57914
To:	A	47413	49328	51248	53167	55087	57008	58927
	B	48124	50068	52017	53965	55913	57863	59811
	C	49086	51069	53057	55044	57031	59020	61007

**SW-SCW-1 CLINICAL SOCIAL WORKERS**

From:	\$	60928	62811	64696	66583	68470	70357	72244
To:	A	61994	63910	65828	67748	69668	71588	73508
	B	62924	64869	66815	68764	70713	72662	74611
	C	64182	66166	68151	70139	72127	74115	76103

**SW-SCW-2**

From:	\$	51452	53542	55636	57728	59816	61909
To:	A	52352	54479	56610	58738	60863	62992
	B	53137	55296	57459	59619	61776	63937
	C	54200	56402	58608	60811	63012	65216

**SW-SCW-2 CLINICAL SOCIAL WORKERS**

From:	\$	63056	65141	67238	69330	71414	73511
To:	A	64159	66281	68415	70543	72664	74797
	B	65121	67275	69441	71601	73754	75919
	C	66423	68621	70830	73033	75229	77437

**SW-SCW-3**

From:	\$	57574	59921	62267	64619	66973	69318
To:	A	58582	60970	63357	65750	68145	70531
	B	59461	61885	64307	66736	69167	71589
	C	60650	63123	65593	68071	70550	73021

**SW-SCW-3 CLINICAL SOCIAL WORKERS**

From:	\$	65761	68110	70454	72807	75160	77504
To:	A	66912	69302	71687	74081	76475	78860
	B	67916	70342	72762	75192	77622	80043
	C	69274	71749	74217	76696	79174	81644

**SW-SCW-4**

From:	\$	65770	68151	70523	72902	75291	77665
To:	A	66921	69344	71757	74178	76609	79024
	B	67925	70384	72833	75291	77758	80209
	C	69284	71792	74290	76797	79313	81813

**SW-SCW-5**

From:	\$	78009	80904	83802	86700	89596	92496
To:	A	79374	82320	85269	88217	91164	94115
	B	80565	83555	86548	89540	92531	95527
	C	82176	85226	88279	91331	94382	97438

**SUBGROUP:CHAPLAIN****SW-CHA-1**

From:	\$	48971	50880	52779	54690	56598
To:	A	49828	51770	53703	55647	57588
	B	50575	52547	54509	56482	58452
	C	51587	53598	55599	57612	59621

**SW-CHA-2**

From:	\$	55740	57921	60106	62293	64472
To:	A	56715	58935	61158	63383	65600
	B	57566	59819	62075	64334	66584
	C	58717	61015	63317	65621	67916

**SW-CHA-3**

From:	\$	65263	67508	69765	72004	74269
To:	A	66405	68689	70986	73264	75569
	B	67401	69719	72051	74363	76703
	C	68749	71113	73492	75850	78237

**APPENDIX "A"****SW - SOCIAL WORK GROUP****PAY NOTES****PAY INCREMENT FOR FULL TIME AND PART-TIME EMPLOYEES**

1. The pay increment period for employees at the SW-SCW levels 1 to 5 and at the SW-CHA levels 1 to 3 is twelve (12) months. A part-time employee who, on the date of signing of this collective agreement, has worked more than twelve (12) months since the last increment will receive a salary increment effective on the date of signing. The next statutory increase for part-time employees will be calculated from this date.
2. The pay increment date for an employee, appointed on or after date of signing of this Collective Agreement, to a position in the bargaining unit upon promotion, demotion or from outside the public service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to the signing date of this collective agreement, remains unchanged.

**PAY ADJUSTMENT ADMINISTRATION**

3. All employees being paid in the SW-SCW levels 1 to 5 and SW-CHA levels 1 to 3 scale of rates shall, on the relevant effective dates in Appendix "A", be paid in the A, B and C scales of rates shown immediately below the employees former rate of pay.

**\*\*APPENDIX "A"****VM - VETERINARY MEDICINE GROUP****ANNUAL RATES OF PAY**

(in dollars)

- A) Effective October 1, 2011**  
**B) Effective October 1, 2012**  
**C) Effective October 1, 2013**

**VM-1**

From:	\$	63254	65833	68392	70973	73814
To:	A	64361	66985	69589	72215	75106
	B	65326	67990	70633	73298	76233
	C	66633	69350	72046	74764	77758

**VM-2**

From:	\$	73805	76703	79594	82486	85783
To:	A	75097	78045	80987	83930	87284
	B	76223	79216	82202	85189	88593
	C	77747	80800	83846	86893	90365

**VM-3**

From:	\$	81365	84575	87804	91026	94665
To:	A	82789	86055	89341	92619	96322
	B	84031	87346	90681	94008	97767
	C	85712	89093	92495	95888	99722

**VM-4**

From:	\$	91442	94405	97311	99860	103104
To:	A	93042	96057	99014	101608	104908
	B	94438	97498	100499	103132	106482
	C	96327	99448	102509	105195	108612

**VM-5**

From:	\$	100233	103116	106005	108893	112163
To:	A	101987	104921	107860	110799	114126
	B	103517	106495	109478	112461	115838
	C	105587	108625	111668	114710	118155

**APPENDIX "A"****VM - VETERINARY MEDICINE GROUP****PAY NOTES****PAY INCREMENT FOR FULL TIME AND PART-TIME EMPLOYEES**

1. The pay increment period for employees at the VM levels 1 to 5 is twelve (12) months. A part-time employee who, on the date of signing of this collective agreement, has worked more than twelve (12) months since the last increment will receive a salary increment effective on the date of signing. The next statutory increase for part-time employees will be calculated from this date.
2. The pay increment date for an employee, appointed on or after date of signing of this Collective Agreement, to a position in the bargaining unit upon promotion, demotion or from outside the public service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to the signing date of this collective agreement, remains unchanged.

**PAY ADJUSTMENT ADMINISTRATION**

3. All employees being paid in the VM levels 1 to 5 scale of rates shall, on the relevant effective dates in Appendix "A", be paid in the A, B and C scales of rates shown immediately below the employees former rate of pay.

**\*\*APPENDIX "A-1"**

**NU - NURSING GROUP**  
**COMBINED ANNUAL RATES OF PAY FOR HOSPITAL AND**  
**COMMUNITY HEALTH NURSING (HOS & CHN)**  
(in dollars)

- A) Effective October 1, 2011  
B) Effective October 1, 2012  
C) Effective October 1, 2013

**REGION: ATLANTIC****PENDING REGISTRATION**

From: \$ 54622  
To: A 55578  
B 56412  
C 57540

**NU-HOS-1 / NU-CHN-1**

From: \$ 58183 58927 59669  
To: A 59201 59958 60713  
B 60089 60857 61624  
C 61291 62074 62856

**NU-HOS-2 / NU-CHN-2**

From: \$	60400	61889	63363	64847	66338	67828	69318
To: A	61457	62972	64472	65982	67499	69015	70531
B	62379	63917	65439	66972	68511	70050	71589
C	63627	65195	66748	68311	69881	71451	73021

**NU-HOS-3 / NU-CHN-3**

From: \$	64619	66310	68011	69701	71396	73091
To: A	65750	67470	69201	70921	72645	74370
B	66736	68482	70239	71985	73735	75486
C	68071	69852	71644	73425	75210	76996



**NU-HOS-4 / NU-CHN-4**

From:	\$	65254	67065	68875	70684	72496	74297	76107
To:	A	66396	68239	70080	71921	73765	75597	77439
	B	67392	69263	71131	73000	74871	76731	78601
	C	68740	70648	72554	74460	76368	78266	80173

From:	A	77913
To:	B	79276
	C	80465
		82074

**NU-HOS-5 / NU-CHN-5**

From:	\$	68828	70864	72894	74933	76955	78986	81022
To:	A	70032	72104	74170	76244	78302	80368	82440
	B	71082	73186	75283	77388	79477	81574	83677
	C	72504	74650	76789	78936	81067	83205	85351

From:	\$	83058
To:	A	84512
	B	85780
	C	87496

**NU-HOS-6 / NU-CHN-6**

From:	\$	72926	75326	77726	80135	82540	84941	87344
To:	A	74202	76644	79086	81537	83984	86427	88873
	B	75315	77794	80272	82760	85244	87723	90206
	C	76821	79350	81877	84415	86949	89477	92010

From:	\$	89746
To:	A	91317
	B	92687
	C	94541

**NU-CHN-7**

From:	\$	79831	82528	85213	87758	90592	93277	95967
To:	A	81228	83972	86704	89294	92177	94909	97646
	B	82446	85232	88005	90633	93560	96333	99111
	C	84095	86937	89765	92446	95431	98260	101093

From:	\$	98658
To:	A	100385
	B	101891
	C	103929

**NU-CHN-8**

From:	\$	87822	90742	93656	96574	99202	102405	105318
To:	A	89359	92330	95295	98264	100938	104197	107161
	B	90699	93715	96724	99738	102452	105760	108768
	C	92513	95589	98658	101733	104501	107875	110943

From:	\$	107853	110385
To:	A	109740	112317
	B	111386	114002
	C	113614	116282

**\*\*APPENDIX "A-1"**

**NU - NURSING GROUP  
COMBINED ANNUAL RATES OF PAY FOR HOSPITAL AND  
COMMUNITY HEALTH NURSING (HOS & CHN)**

(in dollars)

- A) Effective October 1, 2011  
B) Effective October 1, 2012  
C) Effective October 1, 2013

**REGION: QUEBEC****PENDING REGISTRATION**

From: \$ 58131  
To: A 59148  
B 60035  
C 61236

**NU-HOS-1 / NU-CHN-1**

From: \$ 62139 62950  
To: A 63226 64052  
B 64174 65013  
C 65457 66313

**NU-HOS-2 / NU-CHN-2**

From: \$	63750	65360	66974	68588	70193	71810	73417
To: A	64866	66504	68146	69788	71421	73067	74702
B	65839	67502	69168	70835	72492	74163	75823
C	67156	68852	70551	72252	73942	75646	77339

From: \$ 75034  
To: A 76347  
B 77492  
C 79042

**NU-HOS-3 / NU-CHN-3**

From:	\$	64401	65963	67537	69098	70668	72231	73805
To:	A	65528	67117	68719	70307	71905	73495	75097
	B	66511	68124	69750	71362	72984	74597	76223
	C	67841	69486	71145	72789	74444	76089	77747

From:	\$	75375	76941					
To:	A	76694	78287					
	B	77844	79461					
	C	79401	81050					

**NU-HOS-4 / NU-CHN-4**

From:	\$	66715	68369	70022	71668	73323	74974	76624
To:	A	67883	69565	71247	72922	74606	76286	77965
	B	68901	70608	72316	74016	75725	77430	79134
	C	70279	72020	73762	75496	77240	78979	80717

From:	\$	78273	79924	81579				
To:	A	79643	81323	83007				
	B	80838	82543	84252				
	C	82455	84194	85937				

**NU-HOS-5 / NU-CHN-5**

From:	\$	70189	72008	73822	75645	77461	79280	81095
To:	A	71417	73268	75114	76969	78817	80667	82514
	B	72488	74367	76241	78124	79999	81877	83752
	C	73938	75854	77766	79686	81599	83515	85427

From:	\$	82897	84711	86531				
To:	A	84348	86193	88045				
	B	85613	87486	89366				
	C	87325	89236	91153				

**NU-HOS-6 / NU-CHN-6**

From:	\$	74050	76141	78234	80325	82413	84508	86596
To:	A	75346	77473	79603	81731	83855	85987	88111
	B	76476	78635	80797	82957	85113	87277	89433
	C	78006	80208	82413	84616	86815	89023	91222

From:	\$	88687	90781	92869
To:	A	90239	92370	94494
	B	91593	93756	95911
	C	93425	95631	97829

**NU-CHN-7**

From:	\$	81880	84276	86666	89067	91465	93861	96255
To:	A	83313	85751	88183	90626	93066	95504	97939
	B	84563	87037	89506	91985	94462	96937	99408
	C	86254	88778	91296	93825	96351	98876	101396

From:	\$	98662	101051	103453
To:	A	100389	102819	105263
	B	101895	104361	106842
	C	103933	106448	108979

**NU-CHN-8**

From:	\$	87822	90742	93656	96574	99202	102405	105318
To:	A	89359	92330	95295	98264	100938	104197	107161
	B	90699	93715	96724	99738	102452	105760	108768
	C	92513	95589	98658	101733	104501	107875	110943

From:	\$	107853	110385
To:	A	109740	112317
	B	111386	114002
	C	113614	116282

**\*\*APPENDIX "A-1"**

**NU - NURSING GROUP  
COMBINED ANNUAL RATES OF PAY FOR HOSPITAL AND  
COMMUNITY HEALTH NURSING (HOS & CHN)**

(in dollars)

- A) Effective October 1, 2011  
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 C) Effective October 1, 2013

**REGION: ONTARIO****PENDING REGISTRATION**

From: \$ 59838

To: A 60885

B 61798

C 63034

**NU-HOS-1 / NU-CHN-1**

From: \$ 64058 64708 65364

To: A 65179 65840 66508

B 66157 66828 67506

C 67480 68165 68856

**NU-HOS-2 / NU-CHN-2**

From: \$ 65368 66670 67980 69292 70601 71904 73217

To: A 66512 67837 69170 70505 71837 73162 74498

B 67510 68855 70208 71563 72915 74259 75615

C 68860 70232 71612 72994 74373 75744 77127

From: \$ 74529

To: A 75833

B 76970

C 78509

**NU-HOS-3 / NU-CHN-3**

From:	\$	66694	67985	69288	70575	71874	73173	74471
To:	A	67861	69175	70501	71810	73132	74454	75774
	B	68879	70213	71559	72887	74229	75571	76911
	C	70257	71617	72990	74345	75714	77082	78449

From:	\$	75764	77058
To:	A	77090	78407
	B	78246	79583
	C	79811	81175

**NU-HOS-4 / NU-CHN-4**

From:	\$	68868	70262	71646	73022	74413	75804	77196
To:	A	70073	71492	72900	74300	75715	77131	78547
	B	71124	72564	73994	75415	76851	78288	79725
	C	72546	74015	75474	76923	78388	79854	81320

From:	\$	78586	79969	81352
To:	A	79961	81368	82776
	B	81160	82589	84018
	C	82783	84241	85698

**NU-HOS-5 / NU-CHN-5**

From:	\$	72132	73705	75270	76839	78409	79986	81548
To:	A	73394	74995	76587	78184	79781	81386	82975
	B	74495	76120	77736	79357	80978	82607	84220
	C	75985	77642	79291	80944	82598	84259	85904

From:	\$	83120	84688	86259
To:	A	84575	86170	87769
	B	85844	87463	89086
	C	87561	89212	90868

**NU-HOS-6 / NU-CHN-6**

From:	\$	75764	77634	79519	81390	83258	85140	86999
To:	A	77090	78993	80911	82814	84715	86630	88521
	B	78246	80178	82125	84056	85986	87929	89849
	C	79811	81782	83768	85737	87706	89688	91646

From:	\$	88868	90737	92603
To:	A	90423	92325	94224
	B	91779	93710	95637
	C	93615	95584	97550

**NU-CHN-7**

From:	\$	83546	85687	87822	89967	92102	94243	96381
To:	A	85008	87187	89359	91541	93714	95892	98068
	B	86283	88495	90699	92914	95120	97330	99539
	C	88009	90265	92513	94772	97022	99277	101530

From:	\$	98520	100651
To:	A	100244	102412
	B	101748	103948
	C	103783	106027

**NU-CHN-8**

From:	\$	87822	90742	93656	96574	99202	102405	105318
To:	A	89359	92330	95295	98264	100938	104197	107161
	B	90699	93715	96724	99738	102452	105760	108768
	C	92513	95589	98658	101733	104501	107875	110943

From:	\$	107853	110385
To:	A	109740	112317
	B	111386	114002
	C	113614	116282



**\*\*APPENDIX "A-1"**

**NU - NURSING GROUP  
COMBINED ANNUAL RATES OF PAY FOR HOSPITAL AND  
COMMUNITY HEALTH NURSING (HOS & CHN)**

(in dollars)

- A) Effective October 1, 2011**  
**B) Effective October 1, 2012**  
**C) Effective October 1, 2013**

**REGION MANITOBA****PENDING REGISTRATION**

From: \$ 60516  
 To: A 61575  
       B 62499  
       C 63749

**NU-HOS-1 / NU-CHN-1**

From: \$ 64789 65484  
 To: A 65923 66630  
       B 66912 67629  
       C 68250 68982

**NU-HOS-2 / NU-CHN-2**

From: \$	66181	67560	68950	70334	71716	73104
To: A	67339	68742	70157	71565	72971	74383
B	68349	69773	71209	72638	74066	75499
C	69716	71168	72633	74091	75547	77009

**NU-HOS-3 / NU-CHN-3**

From: \$	66542	67885	69228	70563	71902	73250	74593
To: A	67706	69073	70439	71798	73160	74532	75898
B	68722	70109	71496	72875	74257	75650	77036
C	70096	71511	72926	74333	75742	77163	78577

**NU-HOS-4 / NU-CHN-4**

From:	\$	68833	70295	71750	73208	74665	76123	77574
To:	A	70038	71525	73006	74489	75972	77455	78932
	B	71089	72598	74101	75606	77112	78617	80116
	C	72511	74050	75583	77118	78654	80189	81718

From:	\$	79031
To:	A	80414
	B	81620
	C	83252

**NU-HOS-5 / NU-CHN-5**

From:	\$	72288	73969	75659	77341	79029	80723	82404
To:	A	73553	75263	76983	78694	80412	82136	83846
	B	74656	76392	78138	79874	81618	83368	85104
	C	76149	77920	79701	81471	83250	85035	86806

From:	\$	84088
To:	A	85560
	B	86843
	C	88580

**NU-HOS-6 / NU-CHN-6**

From:	\$	76123	78187	80256	82330	84391	86457	88530
To:	A	77455	79555	81660	83771	85868	87970	90079
	B	78617	80748	82885	85028	87156	89290	91430
	C	80189	82363	84543	86729	88899	91076	93259

From:	\$	90597
To:	A	92182
	B	93565
	C	95436

**NU-CHN-7**

From:	\$	84409	86834	89213	91595	93972	96358	98738
To:	A	85886	88354	90774	93198	95617	98044	100466
	B	87174	89679	92136	94596	97051	99515	101973
	C	88917	91473	93979	96488	98992	101505	104012

From:	\$	101103
To:	A	102872
	B	104415
	C	106503

**NU-CHN-8**

From:	\$	87822	90742	93656	96574	99202	102405	105318
To:	A	89359	92330	95295	98264	100938	104197	107161
	B	90699	93715	96724	99738	102452	105760	108768
	C	92513	95589	98658	101733	104501	107875	110943

To:	\$	107853	110385
	A	109740	112317
	B	111386	114002
	C	113614	116282

**\*\*APPENDIX "A-1"**

**NU - NURSING GROUP  
COMBINED ANNUAL RATES OF PAY FOR HOSPITAL AND  
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(in dollars)

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**REGION: SASKATCHEWAN****PENDING REGISTRATION**

From: \$ 59641  
To: A 60685  
B 61595  
C 62827

**NU-HOS-1 / NU-CHN-1**

From: \$ 63820 64555  
To: A 64937 65685  
B 65911 66670  
C 67229 68003

**NU-HOS-2 / NU-CHN-2**

From: \$	65281	66746	68212	69682	71140
To: A	66423	67914	69406	70901	72385
B	67419	68933	70447	71965	73471
C	68767	70312	71856	73404	74940

**NU-HOS-3 / NU-CHN-3**

From: \$	66056	67478	68902	70329	71747	73163
To: A	67212	68659	70108	71560	73003	74443
B	68220	69689	71160	72633	74098	75560
C	69584	71083	72583	74086	75580	77071

**NU-HOS-4 / NU-CHN-4**

From:	\$	68566	70147	71733	73306	74893	76472	78061
To:	A	69766	71375	72988	74589	76204	77810	79427
	B	70812	72446	74083	75708	77347	78977	80618
	C	72228	73895	75565	77222	78894	80557	82230

**NU-HOS-5 / NU-CHN-5**

From:	\$	72336	74233	76127	78022	79922	81811	83708
To:	A	73602	75532	77459	79387	81321	83243	85173
	B	74706	76665	78621	80578	82541	84492	86451
	C	76200	78198	80193	82190	84192	86182	88180

**NU-HOS-6 / NU-CHN-6**

From:	\$	76524	78943	81363	83785	86202	88621	91040
To:	A	77863	80325	82787	85251	87711	90172	92633
	B	79031	81530	84029	86530	89027	91525	94022
	C	80612	83161	85710	88261	90808	93356	95902

**NU-CHN-7**

From:	\$	85704	88527	91345	94163	96982	99806	102619
To:	A	87204	90076	92944	95811	98679	101553	104415
	B	88512	91427	94338	97248	100159	103076	105981
	C	90282	93256	96225	99193	102162	105138	108101

**NU-CHN-8**

From:	\$	87822	90742	93656	96574	99202	102405	105318
To:	A	89359	92330	95295	98264	100938	104197	107161
	B	90699	93715	96724	99738	102452	105760	108768
	C	92513	95589	98658	101733	104501	107875	110943

From:	\$	107853	110385
To:	A	109740	112317
	B	111386	114002
	C	113614	116282

**\*\*APPENDIX "A-1"**

**NU - NURSING GROUP**  
**COMBINED ANNUAL RATES OF PAY FOR HOSPITAL AND**  
**COMMUNITY HEALTH NURSING (HOS & CHN)**

(in dollars)

- A) Effective October 1, 2011  
 B) Effective October 1, 2012  
 C) Effective October 1, 2013

**REGION: ALBERTA****PENDING REGISTRATION**

From: \$ 60516  
 To: A 61575  
       B 62499  
       C 63749

**NU-HOS-1 / NU-CHN-1**

From: \$ 64789 65484  
 To: A 65923 66630  
       B 66912 67629  
       C 68250 68982

**NU-HOS-2 / NU-CHN-2**

From: \$	66181	67560	68950	70334	71716	73104
To: A	67339	68742	70157	71565	72971	74383
	B	68349	69773	71209	72638	74066
	C	69716	71168	72633	74091	75547
						77009

**NU-HOS-3 / NU-CHN-3**

From: \$	66542	67885	69228	70563	71902	73250	74593
To: A	67706	69073	70439	71798	73160	74532	75898
	B	68722	70109	71496	72875	74257	75650
	C	70096	71511	72926	74333	75742	77163
							78577

**NU-HOS-4 / NU-CHN-4**

From:	\$	68833	70295	71750	73208	74665	76123	77574
To:	A	70038	71525	73006	74489	75972	77455	78932
	B	71089	72598	74101	75606	77112	78617	80116
	C	72511	74050	75583	77118	78654	80189	81718

From:	\$	79031
To:	A	80414
	B	81620
	C	83252

**NU-HOS-5 / NU-CHN-5**

From:	\$	72288	73969	75659	77341	79029	80723	82404
To:	A	73553	75263	76983	78694	80412	82136	83846
	B	74656	76392	78138	79874	81618	83368	85104
	C	76149	77920	79701	81471	83250	85035	86806

From:	\$	84088
To:	A	85560
	B	86843
	C	88580

**NU-HOS-6 / NU-CHN-6**

From:	\$	76123	78187	80256	82330	84391	86457	88530
To:	A	77455	79555	81660	83771	85868	87970	90079
	B	78617	80748	82885	85028	87156	89290	91430
	C	80189	82363	84543	86729	88899	91076	93259

From:	\$	90597
To:	A	92182
	B	93565
	C	95436

**NU-CHN-7**

From:	\$	84452	86834	89213	91610	93972	96358	98738
To:	A	85930	88354	90774	93213	95617	98044	100466
	B	87219	89679	92136	94611	97051	99515	101973
	C	88963	91473	93979	96503	98992	101505	104012

From:	\$	101103
To:	A	102872
	B	104415
	C	106503

**NU-CHN-8**

From:	\$	87822	90742	93656	96574	99202	102405	105318
To:	A	89359	92330	95295	98264	100938	104197	107161
	B	90699	93715	96724	99738	102452	105760	108768
	C	92513	95589	98658	101733	104501	107875	110943

From:	\$	107853	110385
To:	A	109740	112317
	B	111386	114002
	C	113614	116282



**\*\*APPENDIX "A-1"**

**NU - NURSING GROUP  
COMBINED ANNUAL RATES OF PAY FOR HOSPITAL AND  
COMMUNITY HEALTH NURSING (HOS & CHN)**

(in dollars)

- A) Effective October 1, 2011**  
**B) Effective October 1, 2012**  
**C) Effective October 1, 2013**

**REGION: BRITISH COLUMBIA****PENDING REGISTRATION**

From: \$ 62167  
 To: A 63255  
       B 64204  
       C 65488

**NU-HOS-1 / NU-CHN-1**

From: \$ 66623 67424  
 To: A 67789 68604  
       B 68806 69633  
       C 70182 71026

**NU-HOS-2 / NU-CHN-2**

From: \$	68233	69837	71448	73058	74662	76275
To: A	69427	71059	72698	74337	75969	77610
B	70468	72125	73788	75452	77109	78774
C	71877	73568	75264	76961	78651	80349

**NU-HOS-3 / NU-CHN-3**

From: \$	68709	70275	71841	73405	74967	76533	78100
To: A	69911	71505	73098	74690	76279	77872	79467
B	70960	72578	74194	75810	77423	79040	80659
C	72379	74030	75678	77326	78971	80621	82272

**NU-HOS-4 / NU-CHN-4**

From:	\$	70963	72644	74312	76002	77675	79352	81024
To:	A	72205	73915	75612	77332	79034	80741	82442
	B	73288	75024	76746	78492	80220	81952	83679
	C	74754	76524	78281	80062	81824	83591	85353

From:	\$	82704
To:	A	84151
	B	85413
	C	87121

**NU-HOS-5 / NU-CHN-5**

From:	\$	74341	76246	78145	80050	81945	83856	85760
To:	A	75642	77580	79513	81451	83379	85323	87261
	B	76777	78744	80706	82673	84630	86603	88570
	C	78313	80319	82320	84326	86323	88335	90341

From:	\$	87660
To:	A	89194
	B	90532
	C	92343

**NU-HOS-6 / NU-CHN-6**

From:	\$	78100	80374	82654	84926	87209	89487	91766
To:	A	79467	81781	84100	86412	88735	91053	93372
	B	80659	83008	85362	87708	90066	92419	94773
	C	82272	84668	87069	89462	91867	94267	96668

From:	\$	94044
To:	A	95690
	B	97125
	C	99068

**NU-CHN-7**

From:	\$	86194	88795	91399	93997	96598	99197	101796
To:	A	87702	90349	92998	95642	98288	100933	103577
	B	89018	91704	94393	97077	99762	102447	105131
	C	90798	93538	96281	99019	101757	104496	107234

From:	\$	104395
To:	A	106222
	B	107815
	C	109971

**NU-CHN-8**

From:	\$	87822	90742	93656	96574	99202	102405	105318
To:	A	89359	92330	95295	98264	100938	104197	107161
	B	90699	93715	96724	99738	102452	105760	108768
	C	92513	95589	98658	101733	104501	107875	110943

From:	\$	107853	110385
To:	A	109740	112317
	B	111386	114002
	C	113614	116282

**\*\*APPENDIX "A-1"**

**NU - NURSING GROUP  
COMBINED ANNUAL RATES OF PAY FOR HOSPITAL AND  
COMMUNITY HEALTH NURSING (HOS & CHN)**

(in dollars)

- A) Effective October 1, 2011  
B) Effective October 1, 2012  
C) Effective October 1, 2013

**REGION: YUKON AND NORTHWEST TERRITORIES****PENDING REGISTRATION**

From: \$ 59838  
To: A 60885  
B 61798  
C 63034

**NU-HOS-1 / NU-CHN-1**

From: \$ 64058 64708 65364  
To: A 65179 65840 66508  
B 66157 66828 67506  
C 67480 68165 68856

**NU-HOS-2 / NU-CHN-2**

From: \$ 65368 66670 67980 69292 70601 71904 73217  
To: A 66512 67837 69170 70505 71837 73162 74498  
B 67510 68855 70208 71563 72915 74259 75615  
C 68860 70232 71612 72994 74373 75744 77127

From: \$ 74529  
To: A 75833  
B 76970  
C 78509

**NU-HOS-3 / NU-CHN-3**

From:	\$	66694	67985	69288	70575	71874	73173	74471
To:	A	67861	69175	70501	71810	73132	74454	75774
	B	68879	70213	71559	72887	74229	75571	76911
	C	70257	71617	72990	74345	75714	77082	78449

From:	\$	75764	77058
To:	A	77090	78407
	B	78246	79583
	C	79811	81175

**NU-HOS-4 / NU-CHN-4**

From:	\$	68868	70262	71646	73022	74413	75804	77196
To:	A	70073	71492	72900	74300	75715	77131	78547
	B	71124	72564	73994	75415	76851	78288	79725
	C	72546	74015	75474	76923	78388	79854	81320

From:	\$	78586	79969	81352
To:	A	79961	81368	82776
	B	81160	82589	84018
	C	82783	84241	85698

**NU-HOS-5 / NU-CHN-5**

From:	\$	72132	73705	75270	76839	78409	79986	81548
To:	A	73394	74995	76587	78184	79781	81386	82975
	B	74495	76120	77736	79357	80978	82607	84220
	C	75985	77642	79291	80944	82598	84259	85904

From:	\$	83120	84688	86259
To:	A	84575	86170	87769
	B	85844	87463	89086
	C	87561	89212	90868

**NU-HOS-6 / NU-CHN-6**

From:	\$	75764	77634	79519	81390	83258	85140	86999
To:	A	77090	78993	80911	82814	84715	86630	88521
	B	78246	80178	82125	84056	85986	87929	89849
	C	79811	81782	83768	85737	87706	89688	91646

From:	\$	88868	90737	92603
To:	A	90423	92325	94224
	B	91779	93710	95637
	C	93615	95584	97550

**NU-HOS-7 / NU-CHN-7**

From:	\$	83546	85687	87822	89967	92103	94243	96381
To:	A	85008	87187	89359	91541	93715	95892	98068
	B	86283	88495	90699	92914	95121	97330	99539
	C	88009	90265	92513	94772	97023	99277	101530

From:	\$	98520	100651
To:	A	100244	102412
	B	101748	103948
	C	103783	106027

**NU-HOS-8 / NU-CHN-8**

From:	\$	87822	90742	93656	96574	99202	102405	105318
To:	A	89359	92330	95295	98264	100938	104197	107161
	B	90699	93715	96724	99738	102452	105760	108768
	C	92513	95589	98658	101733	104501	107875	110943

From:	\$	107853	110385
To:	A	109740	112317
	B	111386	114002
	C	113614	116282

**\*\*APPENDIX "A-2"**

**NU - NURSING GROUP**  
**NATIONAL RATES OF PAY**  
**FOR HEALTH CANADA NU-CHN IN REMOTE AND ISOLATED**  
**COMMUNITIES (CWIS TYPE 1 AND 2)**  
(in dollars)

- A) Effective October 1, 2011**  
**B) Effective October 1, 2012**  
**C) Effective October 1, 2013**

**PENDING REGISTRATION**

From	\$	62167
To:	A	63255
	B	64204
	C	65488

**NU-CHN-1**

From:	\$	66623	67424
To:	A	67789	68604
	B	68806	69633
	C	70182	71026

**NU-CHN-2**

From:	\$	66666	68233	69837	71448	73058	74662	76275
To:	A	67833	69427	71059	72698	74337	75969	77610
	B	68850	70468	72125	73788	75452	77109	78774
	C	70227	71877	73568	75264	76961	78651	80349

**NU-CHN-3**

From:	\$	67177	68709	70275	71841	73405	74967	76533
To:	A	68353	69911	71505	73098	74690	76279	77872
	B	69378	70960	72578	74194	75810	77423	79040
	C	70766	72379	74030	75678	77326	78971	80621

From:	\$	78100
To:	A	79467
	B	80659
	C	82272

**NU-CHN-4**

From: \$	69319	70963	72644	74312	76002	77675	79352
To: A	70532	72205	73915	75612	77332	79034	80741
B	71590	73288	75024	76746	78492	80220	81952
C	73022	74754	76524	78281	80062	81824	83591
From: \$	81024	82704					
To: A	82442	84151					
B	83679	85413					
C	85353	87121					



**\*\*APPENDICES "A-1" AND "A-2"****NU - NURSING GROUP****PAY NOTES****PAY INCREMENT FOR FULL TIME AND PART-TIME EMPLOYEES**

1. The pay increment period for employees at levels NU-HOS-1 and NU-CHN-1 is six (6) months. A part-time employee who, on the date of signing of this collective agreement, has worked more than six (6) months since the last increment will receive a salary increment effective on the date of signing. The next statutory increase for part-time employees will be calculated from this date.
2. The pay increment period for employees at the NU-HOS levels 2 to 6 and at the NU-CHN levels 2 to 8 is twelve (12) months. A part-time employee who, on the date of signing of this Collective Agreement, has worked more than twelve (12) months since the last increment will receive a salary increment effective on the date of signing. The next statutory increase for part-time employees will be calculated from this date.
3. The pay increment date for an employee, appointed on or after 19 April 1982 to a position in the bargaining unit upon promotion, demotion or from outside the public service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to the application date above, remains unchanged.

**PAY ADJUSTMENT ADMINISTRATION**

4. All employees being paid at the pending registration, the NU HOS levels 1 to 6, and the NU CHN 1 to 8 scale of rates shall, on the relevant effective dates in Appendix "A", be paid in the A, B and C scales of rates shown immediately below the employees former rate of pay.

**HEALTH CANADA NU-CHN IN REMOTE AND ISOLATED COMMUNITIES**

- 5.
- (a) “Remote community (type 1)” means a community with no scheduled flights, minimal telephones or radio services and no road access.
  - (b) “Isolated community (type 2)” means a community with scheduled flights, good telephone services and no year round road access.
  - (c) The list of remote and isolated communities can be found in Health Canada’s Community Workload Increase System (CWIS).
6. The rate of pay on initial appointment to Health Canada at the NU CHN levels 2 to 4 in remote and isolated communities (type 1 and 2) as defined in paragraph 4(a), (b) and (c) will be paid on appointment in the applicable salary scale of the Z range shown in Appendix “A”:
- (a) with more than one (1) year, but less than three (3) years of recent experience, at the first (1st) step;
  - (b) with more than three (3) years of recent experience but with less than five (5) years of recent experience, at the second (2nd) step;
  - (c) with five (5) or more years of recent experience, at the third (3rd) step;
- or
- such higher step as determined by the Employer;
- (d) Assessment of recent experience will be at the discretion of management.

**RATE OF PAY ON INITIAL APPOINTMENT**

7. The rate of pay on initial appointment for the NU-HOS levels 1 to 3 and NU-CHN levels 1 to 3 will be established as follows:
- (a) A nurse, with no experience, or with no recent experience, or with less than one (1) year of recent experience, will be appointed at the first (1st) step of the NU-HOS-1 level or at the first (1st) step of the NU-CHN-1 level.
  - (b) A nurse, appointed at the NU-HOS-2, NU-CHN-2, NU-HOS-3 or NU-CHN-3 will be paid on appointment in the applicable salary scale of rates:
    - (i) with more than one (1) year, but less than three (3) years of recent experience, at the first (1st) step;
    - (ii) with more than three (3) years of recent experience but with less than five (5) years of recent experience, at the second (2nd) step;
    - (iii) with five (5) or more years of recent experience, at the third (3rd) step;or  
such higher step as determined by the Employer.
  - (c) Assessment of recent experience will be at the discretion of management.

**8. Rate of Pay on Transfer Between Regions**

Upon transfer, except on temporary duty, the employee's rate of pay is to be adjusted to the corresponding rate in the range determined by years of service and experience, and such adjustments will not affect the employee's pay increment date.

**9. Nurse Pending Registration****(a) Appointments - General**

All appointments of persons eligible for registration as a nurse in a province or territory of Canada without further formal training, but who are not formally registered, shall be made as Nurse Pending Registration on a specified period basis for a period not exceeding twelve (12) months.

**(b) Pay on Appointment**

The rate of pay on appointment as a “specified period” employee of a Nurse Pending Registration is stipulated in Appendix “A”.

**(c) Appointment on Registration**

Upon registration as a nurse in a province or territory of Canada, an employee who has been appointed as a Nurse Pending Registration, shall be appointed at the applicable position level for which the employee has qualified (subject to registration). The effective date of such appointment shall be:

(i) retroactive to the date of appointment as a Nurse Pending Registration if no additional formal training or education is required, although the employee may have to successfully complete qualification examinations;

or

(ii) the date of the successful completion of qualification examinations for Registration when additional formal training or education is required.

In no case will the date of such appointment be later than the date of registration.

**\*\*APPENDIX "A-3"****NU - NURSING GROUP  
SUBGROUP: MEDICAL ADJUDICATOR (EMA)****ANNUAL RATES OF PAY**

(in dollars)

- A) Effective October 1, 2011**  
**B) Effective October 1, 2012**  
**C) Effective October 1, 2013**

**NU-EMA-1**

From:	\$	61493	63829	66447
To:	A	62569	64946	67610
	B	63508	65920	68624
	C	64778	67238	69996

**NU-EMA-2**

From:	\$	73411	76202	79369
To:	A	74696	77536	80758
	B	75816	78699	81969
	C	77332	80273	83608

**\*\*APPENDIX "A-3"****NU - NURSING GROUP****PAY NOTES**

1. The parties agree that the existing rates of pay for the NU-EMA-1 and NU-EMA-2 employees (Medical Adjudicators employed with HRSDC Service Canada and the Veterans Affairs Canada) will be maintained at the present PM-4 and PM-5 levels with economic increases of one decimal seven five per cent (1.75%), one decimal five per cent (1.5%), two per cent (2%), over the life of the collective agreement. All employees shall, on the relevant effective dates of adjustment to rates of pay, be paid in the A, B and C scales of rates shown immediately below the employee's former rate of pay. The parties further agree to re-open the collective agreement following the resolution of the current Medical Adjudicator Human Rights Complaint. For greater certainty, the NU-EMA employees will be subject to the terms and conditions specified in the SH collective agreement effective October 1, 2011.

## APPENDIX "B"

### EDUCATION ALLOWANCES - NURSING GROUP

Effective on the date of signing of the collective agreement and for all purposes of pay, the annual rates of pay for the Nursing Levels stipulated in Appendix "A" shall be altered by the addition of the amounts specified hereunder in Column II in the circumstances specified in Column I.

<b>Column I</b>	<b>Column II</b>
<b>Education Allowances</b>	
Where the following post-graduate nursing training or nursing education is utilized in the performance of the duties of the position:	
(a) Recognized speciality training course including the Primary Care Skills Program, 3-6 months	\$ 605
(b) Recognized speciality training course, 7-12 months	\$ 935
(c) (i) One academic year university leading to a certificate* in Administration, Administration and Education (« organisation des soins et éducation »), Clinical Fields (« milieu clinique »), Community Health (« santé communautaire »), Gerontology (« gérontologie »), Health Services Administration I and Health Services Administration II (« gestion des services de santé 1 et 2 »), Mental Health (« santé mentale »), Nursing, Psychiatry, Public Health, Teaching and Supervision, Substance Abuse Prevention and Intervention or in any other related field of study approved by the Employer.	\$ 1,650
(ii) Two certificates* each representing one academic year university as described in (i) above.	\$ 2,200

(iii)	Three certificates* each representing one academic year university as described in (i) above.	\$ 2,750
(d)	Baccalaureate degree in nursing	\$ 3,300
(e)	Master's degree in nursing or any other health related field of study approved by the Employer.	\$ 3,850

One (1) allowance only will be paid for the highest relevant qualification under paragraph B.

In the present collective agreement "certificate" refers to a certificate in a first cycle program that results in 30 credits (or 10 courses) in a field of study in the province of Quebec or the equivalent in the other provinces.



**MEMORANDA OF UNDERSTANDING**

The following Appendices D, E, G, H, I, J, K and M shall be effective on the date of signature of this collective agreement.

SIGNED AT OTTAWA, this 12th day of the month of June 2012.

THE TREASURY BOARD  
OF  
CANADA

THE PROFESSIONAL  
INSTITUTE OF THE PUBLIC  
SERVICE OF CANADA



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Marc-Arthur Hyppolite



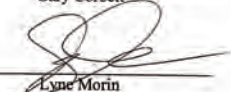
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Gary Corbett



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John Park



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Lyne Morin

**\*\*APPENDIX "C"**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
TREASURY BOARD  
(HEREINAFTER CALLED THE EMPLOYER)  
AND  
THE PROFESSIONAL INSTITUTE  
OF THE PUBLIC SERVICE OF CANADA  
(HEREINAFTER CALLED THE INSTITUTE)  
IN RESPECT OF  
THE HEALTH SERVICES BARGAINING UNIT -  
ALLOWANCE FOR THE EMPLOYEES OF THE MD GROUP**

1. In an effort to resolve retention and recruitment problems, the Employer will provide an allowance to MD employees who perform the duties of positions at the MD-MOF-1 through MD-MOF-4 levels and MD-MSP-1 through MD-MSP-2 for the performance of MD duties in the Health Services Group.
2. The parties agree that MD employees who perform the duties of positions identified above shall be eligible to receive a "Terminable Allowance" in the following amounts and subject to the following conditions:

\*\*

- (a) Commencing on October 1, 2011 and ending 30 September 2012, MD employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly.

\*\*

- (b) The employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix "A" of the collective agreement. This daily amount is equivalent to the annual amount

set out below for each position and level divided by two hundred and sixty decimal eight eight (260.88);

	<b>Annual Amount</b>	<b>Daily Amount</b>
MD-MOF-1	\$9,575	\$36.70
MD-MOF-2	\$10,100	\$38.71
MD-MOF-3	\$10,875	\$41.69
MD-MOF-4	\$15,375	\$58.93
MD-MSP-1	\$10,875	\$41.69
MD-MSP-2	\$15,375	\$58.93

- (c) The Terminable Allowance specified above does not form part of an employee's salary.
- (d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.
- (e) Subject to (f) below, the amount of the Terminable Allowance payable is that amount specified in 2(b) for the level prescribed in the certificate of appointment of the employee's substantive position.
- (f) When an MD employee is required by the Employer to perform the duties of a higher classification level in accordance with clause 45.09, the Terminable Allowance payable shall be proportionate to the time at each level.
3. A part-time MD employee shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at his hourly rate of pay pursuant to clause 39.03.
4. An employee shall not be entitled to the Allowance for periods he is on leave without pay or under suspension.
5. As long as he meets the provisions of all relevant appendixes, an employee may receive this allowance and that of Appendixes "D" and/or "K".
6. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.
- \*\*
7. This Appendix will cease to exist on October 1, 2012.

**\*\*APPENDIX "D"**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
TREASURY BOARD  
(HEREINAFTER CALLED THE EMPLOYER)  
AND  
THE PROFESSIONAL INSTITUTE  
OF THE PUBLIC SERVICE OF CANADA  
(HEREINAFTER CALLED THE INSTITUTE)  
IN RESPECT OF  
THE HEALTH SERVICES BARGAINING UNIT -  
ALLOWANCE FOR THE FORENSIC PSYCHIATRISTS  
IN THE MD-MSP SUB-GROUP**

1. In an effort to resolve retention and recruitment problems, the Employer will provide in addition to the allowance provided in Appendix "C", an allowance to Forensic Psychiatrists who perform the duties of positions at the MD-MSP-1 and MD-MSP-2 in Correctional Service Canada (CSC) for the performance of forensic psychiatrists' duties in the Health Services Group.
2. The parties agree that Forensic Psychiatrists who perform the duties of positions identified above shall be eligible to receive a "Terminable Allowance" in the following amounts and subject to the following conditions:

\*\*

- (a) Commencing the first (1st) day of the month following the month during which this agreement is signed and ending 30 September 2014, Forensic Psychiatrists who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly;

- (b) the employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix "A" of the collective agreement. This daily amount is equivalent to the annual amount set out below for each position and level divided by two hundred and sixty decimal eight eight (260.88);

<b>TERMINABLE ALLOWANCE</b>		
	<b>Annual Amount</b>	<b>Daily Amount</b>
MD-MSP-1	\$54,250	\$207.95
MD-MSP-2	\$50,800	\$194.73

- (c) The Terminable Allowance specified above does not form part of an employee's salary.
- (d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.
- (e) Subject to (f) below, the amount of the Terminable Allowance payable is that amount specified in 2(b) for the level prescribed in the certificate of appointment of the employee's substantive position.
- (f) When a Forensic Psychiatrist is required by the Employer to perform the duties of a higher classification level in accordance with clause 45.09, the Terminable Allowance payable shall be proportionate to the time at each level.
3. A part-time Forensic Psychiatrist shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at his hourly rate of pay pursuant to clause 39.03.
4. An employee shall not be entitled to the Allowance for periods he is on leave without pay or under suspension.
5. An employee may receive both this allowance and that of Appendix "C", as long as he meets the provisions of both appendixes.
6. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.

**APPENDIX "E"**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
TREASURY BOARD  
(HEREINAFTER CALLED THE EMPLOYER)  
AND  
THE PROFESSIONAL INSTITUTE  
OF THE PUBLIC SERVICE OF CANADA  
(HEREINAFTER CALLED THE INSTITUTE)  
IN RESPECT OF  
THE HEALTH SERVICES BARGAINING UNIT -  
RECRUITMENT ALLOWANCE FOR  
HEALTH CANADA NURSES IN  
REMOTE OR ISOLATED COMMUNITIES**

1.

- (a) In an effort to resolve recruitment problems, the Employer will provide an allowance to Health Canada NU-CHNs permanently assigned in nursing stations situated in remote and isolated First Nations communities (type 1 and 2) for the performance of NU-CHN duties in the Health Services group.
- (b) This allowance also applies to NU-CHN-5 Practice Consultants whose regular duties of their position requires them to utilize the skills of the expanded scope of practice while working with nurses employed in these communities. The allowance also applies to the NU-CHN-5 Assistant Zone Nursing Officers who supervise nurses employed in remote and isolated (type 1 and 2) communities.

2. The parties agree that only the employees identified above, i.e. Health Canada NU-CHNs hired on or after the date of signing of this agreement, shall be eligible to receive a “Recruitment Allowance” in the following amounts and subject to the following conditions:

- (a) An initial payment of two thousand two hundred and fifty dollars (\$2,250) is paid in the month of hiring, a second (2nd) payment of two thousand two hundred and fifty dollars (\$2,250), is paid at the end of twelve (12) months.

<b>RECRUITMENT ALLOWANCE</b>	
In the month of hiring: \$2,250	At the end of the twelve (12) months after hiring: \$2,250

- (b) Only full-time indeterminate employees and full-time employees hired for a term of twelve (12) month or more are eligible for this allowance.
- (c) For the purpose of this allowance “full-time” employee means an employee whose regularly scheduled hours of work average thirty-seven decimal five (37.5) hours per week yearly.
- (d) Employees can only become eligible for the second payment of this allowance after they have received ten (10) days pay per calendar month for twelve (12) calendar months continuous or discontinuous.
- (e) The Recruitment Allowance specified above does not form part of an employee’s salary.
- (f) Employees whose employment ends prior to the end of the twelve (12) month period mentioned in (a) shall not be entitled to the second payment of this allowance.
3. **Definitions**
- (a) “Remote community (type 1)” means a community with no scheduled flights, minimal telephone or radio services and no road access (« communauté éloignée »).

- (b) “Isolated community (type 2)” means a community with scheduled flights, good telephone services and no year round road access (« communauté isolée »).
- (c) The list of remote and isolated communities can be found in Health Canada’s Community Workload Increase System (CWIS).

- 4. The Institute agrees that the Employer may extend this allowance to Health Canada NU-CHNs when the Employer is of the opinion that extending such allowance is needed.
- 5. There is a documented process established to allow for full senior management review and decision regarding whether the level of nursing services warrants extension of these allowances to nurses working in a specific facility. This process is as follows:

The request for extension of these allowances to the nurses working in the community in question must be formally brought to the attention of management. The NU-CHN(s) in the facility will formally raise the issue in writing to the Zone Nursing Officer (ZNO) (or regional counterpart). The ZNO and the Zone Director will bring the issue forward to the Regional Nursing Officer and the Regional Director, who will review the nursing service requirements of the community.

The Office of Nursing Services will be copied on all correspondence.

The outcome of the regional review and resulting recommendations will be brought forward by the Regional Director to the Branch Executive Committee meeting for a final decision at the first available opportunity.

In the event the extension of these allowances is approved, the Terminable Allowance shall be payable retroactively to the date the original request for revision was received by the Z.N.O. (or regional counterpart).

- 6. An employee may receive this allowance and that of Appendix “G” - Expanded Role Allowance and Appendix “H” - Nurse-in-Charge Allowance, as long as he meets the provisions of such appendixes.
- 7. An employee may not receive this allowance and the retention allowance in Appendix “F” during the same twelve (12) month period.



8. This allowance can only be paid once during his total period of employment in the public service.
9. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.

**\*\*APPENDIX "F"**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
TREASURY BOARD  
(HEREINAFTER CALLED THE EMPLOYER)  
AND  
THE PROFESSIONAL INSTITUTE  
OF THE PUBLIC SERVICE OF CANADA  
(HEREINAFTER CALLED THE INSTITUTE)  
IN RESPECT OF  
THE HEALTH SERVICES BARGAINING UNIT -  
RETENTION ALLOWANCE FOR  
HEALTH CANADA NURSES  
IN REMOTE OR ISOLATED COMMUNITIES**

1.

- (a) In an effort to resolve retention problems, the Employer will provide an allowance to Health Canada NU-CHNs permanently assigned in nursing stations situated in remote and isolated First Nations communities (type 1 and 2) for the performance of NU-CHN duties in the Health Services group.
- (b) This allowance also applies to NU-CHN-5 Practice Consultants whose regular duties of their position requires them to utilize the skills of the expanded scope of practice while working with nurses employed in these communities. The allowance also applies to the NU-CHN-5 Assistant Zone Nursing Officers who supervise nurses employed in remote and isolated (type 1 and 2) communities.

2. The parties agree that NU-CHN employees who perform the duties of positions identified above shall be eligible to receive a “Terminable Allowance” in the following amounts and subject to the following conditions:

\*\*

- (a) Commencing on October 1, 2011 and ending 30 September 2014, NU-CHN employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly;

\*\*

- (b) The employee shall receive the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix “A” of the collective agreement. This daily amount is equivalent to the annual amount set out below for each position and level divided by two hundred and sixty decimal eight eight (260.88);

<b>TERMINABLE ALLOWANCE</b>		
	<b>Annual Amount</b>	<b>Daily Amount</b>
NU-CHN	\$5,500	\$21.08

- (c) The Terminable Allowance specified above does not form part of an employee’s salary.
- (d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.
- (e) Only indeterminate employees and employees hired for term of twelve (12) months or more are eligible for this allowance.
- (f) Employees can only become eligible for this allowance after they have received ten (10) days pay per calendar month for twelve (12) calendar months continuous or discontinuous.

3. A part-time employee shall be paid the daily amount shown above divided by seven decimal five (7.5) for each hour paid at his hourly rate of pay pursuant to clause 39.03.

4. **Definitions**

- (a) “Remote community (type 1)” means a community with no scheduled flights, minimal telephone or radio services and no road access (« communauté éloignée »).
  - (b) “Isolated community (type 2)” means a community with scheduled flights, good telephone services and no year round road access (« communauté isolée »).
  - (c) The list of remote and isolated communities can be found in Health Canada’s Community Workload Increase System (CWIS).
5. The Institute agrees that the Employer may extend this allowance to Health Canada NU-CHNs when the Employer is of the opinion that extending such allowance is needed.
  6. There is a documented process established to allow for full senior management review and decision regarding whether the level of nursing services warrants extension of these allowances to nurses working in a specific facility. This process is as follows:

The request for extension of these allowances to the nurses working in the community in question must be formally brought to the attention of management. The NU-CHN(s) in the facility will formally raise the issue in writing to the Zone Nursing Officer (ZNO) (or regional counterpart). The ZNO and the Zone Director will bring the issue forward to the Regional Nursing Officer and the Regional Director, who will review the nursing service requirements of the community.

The Office of Nursing Services will be copied on all correspondence.

The outcome of the regional review and resulting recommendations will be brought forward by the Regional Director to the Branch Executive Committee meeting for a final decision at the first available opportunity.

In the event the extension of these allowances is approved, the Terminable Allowance shall be payable retroactively to the date the original request for revision was received by the Z.N.O. (or regional counterpart).

7. The terminable allowance will cease where an employee is assigned or temporarily appointed to duties with no responsibility within or for types 1 and 2 communities, for the duration of the assignment or temporary appointment. Employees participating on primary care nursing training outside the type 1 or 2 community will continue to receive the terminable allowance for the period they are on training.
8. An employee shall not be entitled to the Allowance for periods he is on leave without pay or under suspension.
9. An employee may receive both this allowance and that of Appendix "G" - Expanded Role Allowance and Appendix "H" - Nurse-in-charge, as long as he meets the provisions of both appendixes.
10. An employee may not receive this allowance and the recruitment allowance in Appendix "E" during the same twelve (12) month period.
11. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.

**APPENDIX "G"**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
TREASURY BOARD  
(HEREINAFTER CALLED THE EMPLOYER)  
AND  
THE PROFESSIONAL INSTITUTE  
OF THE PUBLIC SERVICE OF CANADA  
(HEREINAFTER CALLED THE INSTITUTE)  
IN RESPECT OF  
THE HEALTH SERVICES BARGAINING UNIT -  
EXPANDED PROFESSIONAL ROLE ALLOWANCE  
FOR HEALTH CANADA NURSES**

1.
  - (a) In an effort to recognize their expanded professional role, the Employer will provide an allowance to Health Canada NU-CHN-2, NU-CHN-3 AND NU-CHN-4 employees in nursing stations situated in remote and isolated First Nations communities (type 1 and 2) for the performance of expanded professional role.
  - (b) This allowance also applies to NU-CHN-5 Practice Consultants whose regular duties of their position requires them to utilize the skills of the expanded scope of practice while working with nurses employed in these communities.
2. The parties agree that employees who perform the duties of positions identified above shall be eligible to receive an allowance in the following amounts and subject to the following conditions:
  - (a) Commencing the first (1st) day of the month following the month during which this Agreement is signed NU employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly;

- (b) the employee shall receive the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix “A” of the collective agreement. This daily amount is equivalent to the annual amount set out below for each position and level divided by two hundred and sixty decimal eight eight (260.88);

<b>EXPANDED PROFESSIONAL ROLE ALLOWANCE</b>	
Annual Amount: \$6,000	Daily Amount: \$23.00

- (c) The Allowance specified above does not form part of an employee’s salary.
- (d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.
3. A part-time employee shall be paid the daily amount shown above divided by seven decimal five (7.5) for each hour paid at his hourly rate of pay pursuant to clause 39.03.
4. **Definitions**
- (a) “Remote community (type 1)” means a community with no scheduled flights, minimal telephone or radio services and no road access (« communauté éloignée »).
- (b) “Isolated community (type 2)” means a community with scheduled flights, good telephone services and no year round road access (« communauté isolée »).
- (c) The list of remote and isolated communities can be found in Health Canada’s Community Workload Increase System (CWIS).
5. The Institute agrees that the Employer may extend this allowance to Health Canada NU-CHNs when the Employer is of the opinion that extending such allowance is needed.

6. There is a documented process established to allow for full senior management review and decision regarding whether the level of nursing services warrants extension of these allowances to nurses working in a specific facility. This process is as follows:

The request for extension of these allowances to the nurses working in the community in question must be formally brought to the attention of management. The NU-CHN(s) in the facility will formally raise the issue in writing to the Zone Nursing Officer (ZNO) (or regional counterpart). The ZNO and the Zone Director will bring the issue forward to the Regional Nursing Officer and the Regional Director, who will review the nursing service requirements of the community.

The Office of Nursing Services will be copied on all correspondence.

The outcome of the regional review and resulting recommendations will be brought forward by the Regional Director to the Branch Executive Committee meeting for a final decision at the first available opportunity.

In the event the extension of these allowances is approved, the Terminable Allowance shall be payable retroactively to the date the original request for revision was received by the Z.N.O. (or regional counterpart).

7. As long as he meets the provisions of all relevant appendixes, an employee may receive:
- (a) this allowance and that of Appendix "E" - Recruitment Allowance and/or Appendix "H" - Nurse-in-Charge Allowance.

or

  - (b) this allowance and that of Appendix "F" - Retention Allowance and/or Appendix "H"- Nurse-in-Charge Allowance.
8. **NU-CHNS Currently in Receipt of the Allowance**
- (a) NU-CHNS currently in receipt of the allowance at the time of signing who have not successfully completed an approved primary care skills program will have to go on the first available course offered. The employer will endeavour to provide reasonable notice to the employees.



- (b) If the employee refuses to go on the course without a reason deemed acceptable by the employer, the employee will cease to be eligible for this allowance. Once this employee has completed the course he will become eligible again for this allowance.
  - (c) Employees currently in receipt of the allowance when being sent on the primary care skills program will continue to receive the allowance.
- 9. Every effort will be made by the Employer to ensure that those nurses required to perform the expanded role will have access to the primary skills nursing program within one year of appointment.
- 10. An employee shall not be entitled to the Allowance for periods he is on leave without pay or under suspension.
- 11. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.

**APPENDIX "H"**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
TREASURY BOARD  
(HEREINAFTER CALLED THE EMPLOYER)  
AND  
THE PROFESSIONAL INSTITUTE  
OF THE PUBLIC SERVICE OF CANADA  
(HEREINAFTER CALLED THE INSTITUTE)  
IN RESPECT OF  
THE HEALTH SERVICES BARGAINING UNIT -  
NURSE-IN-CHARGE ALLOWANCE FOR  
HEALTH CANADA NURSES**

1. In an effort to recognize the role of Nurse-in-Charge (NIC), the Employer will provide an allowance to Health Canada NU-CHNs, for the performance of the duties of position of NIC in the Health Services group.
2. The parties agree that NU-CHN who performs the duties of the NIC position shall be eligible to receive an allowance in the following amount and subject to the following conditions:
  - (a) Commencing the first (1st) day of the month following the month during which this agreement is signed NU-CHN employees who perform the duties of the NIC position shall be eligible to receive an allowance to be paid biweekly;
  - (b) the employee shall receive the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix "A" of the collective agreement. This daily amount is equivalent to the annual amount set out below for each position and level divided by two hundred and sixty decimal eight eight (260.88);

<b>TERMINABLE ALLOWANCE</b>		
	<b>Annual Amount</b>	<b>Daily Amount</b>
Nurse-in-Charge	\$6,000	\$23.00

- (c) The Terminable Allowance specified above does not form part of an employee's salary.
- (d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.
3. A part-time Nurse-in-Charge employee shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at his hourly rate of pay pursuant to clause 39.03.
4. An employee shall not be entitled to the Allowance for periods he is on leave without pay or under suspension.
5. As long as he meets the provisions of all relevant appendixes, an employee may receive:
- (a) this allowance and that of Appendix "E" - Recruitment Allowance and/or Appendix "G" - Expanded Role Allowance;
- or
- (b) this allowance and that of Appendix "F" - Retention Allowance and/or Appendix "G" - Expanded Role Allowance.
6. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.

**APPENDIX "1"**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
TREASURY BOARD  
(HEREINAFTER CALLED THE EMPLOYER)  
AND  
THE PROFESSIONAL INSTITUTE  
OF THE PUBLIC SERVICE OF CANADA  
(HEREINAFTER CALLED THE INSTITUTE)  
IN RESPECT OF  
THE HEALTH SERVICES BARGAINING UNIT -  
TRIP FOR HEALTH CANADA NURSES IN  
REMOTE AND ISOLATED COMMUNITIES**

**Preamble**

In an effort to resolve recruitment and retention problems, the Employer will reimburse the cost of two (2) trips to Health Canada NU-CHNs in nursing stations situated in remote and isolated First Nations communities for the performance of NU-CHN duties in the Health Services group subject to the conditions outlined in the Application section below.

**Application**

1. This memorandum only applies to employees and not to their dependants (as defined in the Isolated Post Directive).
2. This memorandum does not apply to relief nurses, to part-time nurses or to a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.
3. NU-CHNs who meet the entitlement provisions stipulated in clause 4 will be granted two trips for each twelve (12) month period of continuous employment in a remote or isolated community.

**4. Entitlement:**

- (a) To qualify for a trip, the employee must have received ten (10) days pay per calendar month for seven (7) consecutive calendar months within the period described in clause 3.
- (b) For the purpose of clause 3, time away on the mandatory clinical skills training course will not be considered as an interruption of the twelve (12) month continuous employment period in a remote or isolated community.
- (c) For the purpose of paragraph 4(a), time away on the mandatory clinical skills training course will not be counted toward the consecutive seven (7) month period requirement but will not be considered as an interruption of the said period.

**5. Reimbursement**

- (a) The amount of expenses reimbursed shall be the lesser of:
  - (i) the actual transportation and travelling expenses incurred in travelling, by any mode(s) of transportation, from the headquarters to any other location and return,

or

  - (ii) the return economy class air fare between the headquarters and the point of departure, ground transportation to and from the airport at the headquarters and the point of departure, and the travelling expenses for any necessary stopovers, due to the airline schedules, between the headquarters and the point of departure.
- (b) For the purpose of implementing subparagraph 5(a)(ii), “point of departure” means Vancouver, Edmonton, Calgary, Saskatoon, Winnipeg, Toronto, Ottawa, Montreal, Quebec City, Moncton, Halifax or St. John’s, whichever of these places is the nearest to the headquarters of an employee by the most practical route and means of transportation.

6. **Definitions**

- (a) “Remote community (type 1)” means a community with no scheduled flights, minimal telephone or radio services and no road access (« communauté éloignée »).
- (b) “Isolated community (type 2)” means a community with scheduled flights, good telephone services and no year round road access (« communauté isolée »).
- (c) The list of remote and isolated communities can be found in Health Canada’s Community Workload Increase System (CWIS).

7. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.

**\*\*APPENDIX "J"**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
TREASURY BOARD  
(HEREINAFTER CALLED THE EMPLOYER)  
AND  
THE PROFESSIONAL INSTITUTE  
OF THE PUBLIC SERVICE OF CANADA  
(HEREINAFTER CALLED THE INSTITUTE)  
IN RESPECT OF  
THE HEALTH SERVICES BARGAINING UNIT -  
ALLOWANCE FOR PSYCHOLOGISTS**

1. In an effort to resolve retention and recruitment problems, the Employer will provide an Allowance to Masters and Doctoral level registered psychologists (PS) for the performance of PS duties in the Health Services group with the exclusion of the personnel psychologists in the Personnel Psychology Centre (PPC) or in any other portion of the Public Service Commission (PSC), or in Social Development Canada (SDC).
2. The parties agree that PS employees who perform the duties of positions identified above shall be eligible to receive a "Terminable Allowance" in the following amounts and subject to the following conditions:

\*\*

- (a) Commencing on the first (1st) day of the month following the month during which this agreement is signed and ending on 30 September 2014, PS employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly;

- (b) The employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix “A” of the collective agreement. This daily amount is equivalent to the annual amount set out below for each position and level divided by two hundred and sixty decimal eight eight (260.88);

<b>TERMINABLE ALLOWANCE</b>			
<b>Doctoral Level Registered Psychologists:</b>			
Annual Amount:	\$12,000	Daily Amount:	\$46.00
<b>Masters Level Registered Psychologists:</b>			
<b>Annual Amount:</b>		<b>Daily Amount:</b>	
Pacific Region:	\$6,000	Pacific Region:	\$23.00
Prairies Region:	\$6,000	Prairies Region:	\$23.00
Ontario Region:	\$6,000	Ontario Region:	\$23.00
Quebec Region:	\$2,000	Quebec Region:	\$7.67
Atlantic Region:	\$4,000	Atlantic Region:	\$15.33

- (c) The Terminable Allowance specified above does not form part of an employee’s salary.
- (d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.
- (e) Subject to (f) below, the amount of the Terminable Allowance payable is that amount specified in 2(b) for the level prescribed in the certificate of appointment of the employee’s substantive position.
- (f) When a PS employee is required by the Employer to perform the duties of a higher classification level in accordance with clause 45.09, the Terminable Allowance payable shall be proportionate to the time at each level.
3. A part-time PS employee shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at his hourly rate of pay pursuant to clause 39.03.



4. An employee shall not be entitled to the Allowance for periods he is on leave without pay or under suspension.
5. An employee may not receive this allowance and the allowance in Appendix "M" during the same period.
6. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.

**\*\*APPENDIX "K"**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
TREASURY BOARD  
(HEREINAFTER CALLED THE EMPLOYER)  
AND  
THE PROFESSIONAL INSTITUTE  
OF THE PUBLIC SERVICE OF CANADA  
(HEREINAFTER CALLED THE INSTITUTE)  
IN RESPECT OF  
THE HEALTH SERVICES BARGAINING UNIT -  
ALLOWANCE FOR THE EMPLOYEES  
OF THE MD-MOF SUB-GROUP IN CORRECTIONAL SERVICE  
CANADA**

1. In an effort to resolve retention and recruitment problems, the Employer will provide in addition to the allowance provided in Appendix "C", an allowance to MD employees who perform the duties of positions at the MD-MOF-1 through MD-MOF-4 in Correctional Service Canada (CSC) for the performance of MD duties in the Health Services Group.
2. The parties agree that MD employees who perform the duties of positions identified above shall be eligible to receive a "Terminable Allowance" in the following amounts and subject to the following conditions:

\*\*

- (a) Commencing the first (1st) day of the month following the month during which this agreement is signed and ending 30 September 2014, MD employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly;

- (b) The employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix "A" of the collective agreement. This daily amount is equivalent to the annual amount set out below for each position and level divided by two hundred and sixty decimal eight eight (260.88);

<b>TERMINABLE ALLOWANCE</b>		
	<b>Annual Amount</b>	<b>Daily Amount</b>
MD-MOF-1	\$8,500	\$32.58
MD-MOF-2	\$10,000	\$38.33
MD-MOF-3	\$10,500	\$40.25
MD-MOF-4	\$11,000	\$42.16

- (c) The Terminable Allowance specified above does not form part of an employee's salary.
- (d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.
- (e) Subject to (f) below, the amount of the Terminable Allowance payable is that amount specified in 2(b) for the level prescribed in the certificate of appointment of the employee's substantive position.
- (f) When an MD employee is required by the Employer to perform the duties of a higher classification level in accordance with clause 45.09, the Terminable Allowance payable shall be proportionate to the time at each level.
3. A part-time MD employee shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at his hourly rate of pay pursuant to clause 39.03.
4. An employee shall not be entitled to the Allowance for periods he is on leave without pay or under suspension.
5. An employee may receive both this allowance and that of Appendix "C", as long as he meets the provisions of both appendices.
6. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.

**\*\*APPENDIX “L”**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
TREASURY BOARD  
(HEREINAFTER CALLED THE EMPLOYER)  
AND  
THE PROFESSIONAL INSTITUTE  
OF THE PUBLIC SERVICE OF CANADA  
(HEREINAFTER CALLED THE INSTITUTE)  
IN RESPECT OF  
THE HEALTH SERVICES BARGAINING UNIT -  
ALLOWANCE FOR THE EMPLOYEES  
OF THE NU-HOS AND NU-CHN SUB-GROUPS IN CORRECTIONAL  
SERVICE CANADA**

\*\*

1. In an effort to resolve retention and recruitment problems, the Employer will provide an allowance to NU employees who perform the duties of positions at the NU-HOS-1 through NU-HOS-6 and for NU-CHN in Correctional Service Canada (CSC) for the performance of NU duties in the Health Services Group.
2. The parties agree that NU employees who perform the duties of positions identified above shall be eligible to receive a “Terminable Allowance” in the following amounts and subject to the following conditions:

\*\*

- (a) Commencing on October 1, 2011 and ending 30 September 2014, NU employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly;

- (b)
- (i) the employee shall receive the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix "A" of the collective agreement. This daily amount is equivalent to the annual amount set out below for each position and level divided by two hundred and sixty decimal eight eight (260.88);
- (ii) employees working a shift the length of which is different than the length of a standard shift:
- (A) entitlement: the employee working a shift the length of which is different than the length of a standard shift shall receive the daily amount shown below divided by seven decimal five (7.5) for each hour of his shift for which he is paid pursuant to Appendix "A" of the collective agreement;
- (B) method of payment: for employees working a shift the length of which is different than the length of a standard shift, the allowance will be paid based on the average number of hours per week over a complete shift cycle.

\*\*

<b>TERMINABLE ALLOWANCE</b>		
	<b>Annual Amount</b>	<b>Daily Amount</b>
NU-HOS-1 through NU-HOS-6	\$4,500	\$17.25
NU-CHN	\$4,500	\$17.25

- (c) The Terminable Allowance specified above does not form part of an employee's salary.
- (d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.

- (e) Subject to (f) below, the amount of the Terminable Allowance payable is that amount specified in 2(b) for the level prescribed in the certificate of appointment of the employee's substantive position.
  - (f) When an NU employee is required by the Employer to perform the duties of a higher classification level in accordance with clause 45.09, the Terminable Allowance payable shall be proportionate to the time at each level.
- 3. A part-time NU employee shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at his hourly rate of pay pursuant to clause 39.03.
- 4. An employee shall not be entitled to the Allowance for periods he is on leave without pay or under suspension.
- 5. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.

**\*\*APPENDIX "M"**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
TREASURY BOARD  
(HEREINAFTER CALLED THE EMPLOYER)  
AND  
THE PROFESSIONAL INSTITUTE  
OF THE PUBLIC SERVICE OF CANADA  
(HEREINAFTER CALLED THE INSTITUTE)  
IN RESPECT OF  
THE HEALTH SERVICES BARGAINING UNIT -  
ALLOWANCE FOR PERSONNEL PSYCHOLOGISTS**

1. In an effort to resolve retention and recruitment problems, the Employer will provide an Allowance to personnel psychologists (PS) in the Personnel Psychology Centre (PPC) or in any other portion of the Public Service Commission (PSC), or in Social Development Canada (SDC) for the performance of PS duties in the Health Services group.
2. The parties agree that PS employees who perform the duties of positions identified above shall be eligible to receive a "Terminable Allowance" in the following amounts and subject to the following conditions:

\*\*

- (a) Commencing on the first (1st) day of the month following the month during which this Agreement is signed and ending on 30 September 2014, PS employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly;
- (b) The employee shall be paid the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix "A" of the collective agreement. This daily amount is equivalent to the annual amount set

out below for each position and level divided by two hundred and sixty decimal eight eight (260.88);

<b>TERMINABLE ALLOWANCE</b>		
	<b>Annual Amount</b>	<b>Daily Amount</b>
PS-2 – up to one (1) year of service:	\$2,000	\$7.67
PS-2 – after one (1) year of service:	\$3,750	\$14.37
PS-3 – up to one (1) year of service:	\$2,000	\$7.67
PS-3 – after one (1) year of service:	\$7,500	\$28.75
PS-4	\$7,500	\$28.75
PS-5	\$7,500	\$28.75

- (c) The Terminable Allowance specified above does not form part of an employee's salary.
- (d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.
- (e) Subject to (f) below, the amount of the Terminable Allowance payable is that amount specified in 2(b) for the level prescribed in the certificate of appointment of the employee's substantive position.
- (f) When a PS employee is required by the Employer to perform the duties of a higher classification level in accordance with clause 45.09, the Terminable Allowance payable shall be proportionate to the time at each level.
3. A part-time PS employee shall be paid the daily amount shown above divided by seven decimal five (7.5), for each hour paid at his hourly rate of pay pursuant to clause 39.03.
4. An employee shall not be entitled to the Allowance for periods he is on leave without pay or under suspension.



5. An employee may not receive this allowance and the allowance in Appendix "J" during the same period.
6. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.

**\*\*APPENDIX “N”**

**LETTER OF UNDERSTANDING  
CONCERNING THE HEALTH SERVICES GROUP  
RE: SECOND ON-STANDBY FOR THE HEALTH CANADA NURSES IN  
REMOTE AND ISOLATED COMMUNITIES**

Health Canada will maintain and continue to apply the Second on Standby policy for all the remote and isolated communities.

**\*\*APPENDIX "O"**

**LETTER OF UNDERSTANDING  
CONCERNING THE HEALTH SERVICES GROUP  
RE: EMPLOYEE LEAVE STATUS DURING OR AS A RESULT OF A  
CRITICAL INCIDENT IN HEALTH CANADA**

This letter is to give effect to the understanding reached by the Employer and the Institute in negotiations for the renewal of the agreement covering the above specified group.

Accordingly, the parties agree to maintain a joint committee comprising equal representation who will, with a view of ensuring consistency of application between regions and zones, review, when needed, the departmental policy dated February 3, 2004, which will include the criteria, application, accountability and principles outlined in the Memorandum of Understanding dated November 1, 2001 on employee leave status during or as a result of a critical incident at Health Canada.

**APPENDIX “P”**

**MEMORANDUM OF AGREEMENT  
REGIONAL RESOURCE TEAMS**

The Memorandum of Understanding between the Treasury Board and the Professional Institute of the Public Service of Canada for Community Health Nurses in Regional Resource Team shall form part of this Collective Agreement.

**APPENDIX "Q"****MEMORANDUM OF UNDERSTANDING  
CONCERNING THE HEALTH SERVICES GROUP  
RE: SAFETY AND HEALTH INFORMATION**

The parties recognize the benefits of sharing information on matters related to safety and health. As such, they propose, in the spirit of consultation, that regular exchanges of information take place.

They also propose that the information be shared via the JOSH at the local level. Where such committees do not exist, the department, in collaboration with the Institute representative as selected by the Institute, will work towards their creation.

Specifically, the exchange of information, while not limited to, would include the following:

- A. Incidents:
  - vandalism;
  - threats;
  - assaults;
  - break-in and thefts.
- B. Safety Concerns.
- C. Updates on policies and activities of the Employer and/or departments related to employee safety and health.

The type of information provided, subject to confidentiality and privacy requirements, should include:

A. Specific Incident:

- brief description of the incident;
- where the incident occurred;
- the immediate response;
- follow-up action.

B. Summative statistics (local, regional, national level).

**APPENDIX "R"**

**LETTER OF UNDERSTANDING  
CONCERNING THE HEALTH SERVICES GROUP  
RE: DISCIPLINARY INVESTIGATION PROCEDURE**

This letter is to give effect to the understanding reached by the Employer and the Professional Institute in negotiations for the renewal of the agreement covering the above specified group.

Accordingly, in the departments (Health Canada, Veterans Affairs Canada (Ste-Anne-de-Bellevue Hospital), National Defence, Correctional Service Canada, and Public Health Agency of Canada) where an investigation procedure does not exist, the departments agree to discuss items such as timeframe, process and corrective action in view of developing an investigation procedure regarding investigation in accordance with Article 37 – Standards of Discipline in collaboration with the Institute.

The investigation procedure will be in effect no later than six (6) months after the date of the signing of the collective agreement for the Health Services Bargaining Unit.

**\*\*APPENDIX "S"****WORKFORCE ADJUSTMENT****TABLE OF CONTENTS**

<b>GENERAL</b> .....	<b>204</b>
Application .....	204
Collective agreement .....	204
Objectives .....	204
Definitions .....	204
Authorities .....	208
Monitoring .....	208
References .....	209
Enquiries .....	209
<b>PART I ROLES AND RESPONSIBILITIES</b> .....	<b>210</b>
1.1 Departments or Organizations .....	210
1.2 The Treasury Board Secretariat .....	216
1.3 The Public Service Commission .....	216
1.4 Employees .....	217
<b>PART II OFFICIAL NOTIFICATION</b> .....	<b>218</b>
2.1 Department or Organization .....	218
<b>PART III RELOCATION OF A WORK UNIT</b> .....	<b>219</b>
3.1 General .....	219
<b>PART IV RETRAINING</b> .....	<b>220</b>
4.1 General .....	220
4.2 Surplus employees .....	220
4.3 Laid-off persons .....	221
<b>PART V SALARY PROTECTION</b> .....	<b>222</b>
5.1 Lower-level position .....	222



<b>PART VI OPTIONS FOR EMPLOYEES .....</b>	<b>222</b>
6.1 General .....	222
6.2 Alternation .....	223
6.3 Options.....	224
6.4 Retention payment.....	227
<b>PART VII SPECIAL PROVISIONS REGARDING ALTERNATIVE DELIVERY INITIATIVES .....</b>	<b>229</b>
Preamble .....	229
7.1 Definitions .....	229
**7.2 General .....	230
7.3 Responsibilities .....	233
7.4 Notice of alternative delivery initiatives .....	233
7.5 Job offers from new employers .....	233
7.6 Application of other provisions of the appendix.....	234
7.7 Lump-sum payments and salary top-up allowances .....	234
7.8 Reimbursement.....	236
**7.9 Vacation leave credits and severance pay.....	236
<b>ANNEX “A” - STATEMENT OF PENSION PRINCIPLES .....</b>	<b>238</b>
<b>ANNEX “B” .....</b>	<b>239</b>
<b>ANNEX “C” - ROLE OF PSC IN ADMINISTERING SURPLUS AND LAY-OFF PRIORITY ENTITLEMENTS .....</b>	<b>241</b>

## General

### Application

This Appendix applies to all employees.

Unless explicitly specified, the provisions contained in Parts I to VI do not apply to alternative delivery initiatives.

### Collective agreement

With the exception of those provisions for which the Public Service Commission (PSC) is responsible, this Appendix is part of this Collective Agreement.

### Objectives

It is the policy of the Treasury Board to maximise employment opportunities for indeterminate employees affected by workforce adjustment situations, primarily through ensuring that, wherever possible, alternative employment opportunities are provided to them. This should not be construed as the continuation of a specific position or job but rather as continued employment.

To this end, every indeterminate employee whose services will no longer be required because of a workforce adjustment situation and for whom the deputy head knows or can predict employment availability will receive a guarantee of a reasonable job offer within the Core Public Administration. Those employees for whom the deputy head cannot provide the guarantee will have access to transitional employment arrangements (as per Part VI and VII).

### Definitions

**Accelerated lay-off** (*mise en disponibilité accélérée*) - occurs when a surplus employee makes a request to the deputy head, in writing, to be laid off at an earlier date than that originally scheduled, and the deputy head concurs. Lay-off entitlements begin on the actual date of lay-off.

**Affected employee** (*employé touché*) - is an indeterminate employee who has been informed in writing that his or her services may no longer be required because of a workforce adjustment situation.

**Alternation** (*échange de postes*) - occurs when an opting employee (not a surplus employee) who wishes to remain in the Core Public Administration exchanges positions with a non-affected employee (the alternate) willing to leave the Core Public Administration with a Transition Support Measure or with an Education Allowance.

**Alternative delivery initiative** (*diversification des modes de prestation des services*) - is the transfer of any work, undertaking or business of the Core Public Administration to any body or corporation that is a separate agency or that is outside the Core Public Administration.

**Appointing department or organization** (*ministère ou organisation d'accueil*) - is a department or organization or agency which has agreed to appoint or consider for appointment (either immediately or after retraining) a surplus or a laid-off person.

**Core Public Administration** (*Administration publique centrale*) - means that part in or under any department or organization, or other portion of the federal public administration specified in Schedules I and IV to the *Financial Administration Act* (FAA) for which the PSC has the sole authority to appoint.

**Deputy head** (*administrateur général*) - has the same meaning as in the definition of Deputy Head set out in section 2 of the *Public Service Employment Act*, and also means his or her official designate.

**Education Allowance** (*indemnité d'étude*) - is one of the options provided to an indeterminate employee affected by normal workforce adjustment for whom the deputy head cannot guarantee a reasonable job offer. The Education Allowance is a cash payment, equal to the Transitional Support Measure (see Annex "B"), plus a reimbursement of tuition from a recognized learning institution, book and mandatory equipment costs, up to a maximum of ten thousand dollars (\$10,000.00).

**Guarantee of a reasonable job offer** (*garantie d'une offre d'emploi raisonnable*) - is a guarantee of an offer of indeterminate employment within the Core Public Administration provided by the deputy head to an indeterminate employee who is affected by workforce adjustment. Deputy heads will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict employment availability in the Core Public Administration. Surplus employees in receipt of this guarantee will not have access to the options available in Part VI of this Appendix.

**Home department or organization** (*ministère ou organisation d'attache*) - is a department or organization or agency declaring an individual employee surplus.

**Laid off person** (*personne mise en disponibilité*) - is a person who has been laid off pursuant to subsection 64(1) of the PSEA, who still retains a reappointment priority under subsection 41(4) and section 64 of the PSEA.

**Lay-off notice** (*avis de mise en disponibilité*) - is a written notice of lay-off to be given to a surplus employee at least one (1) month before the scheduled lay-off date. This period is included in the surplus period.

**Lay-off priority** (*priorité de mise en disponibilité*) - a person who has been laid off is entitled to a priority, in accordance with subsection 41(5) of the PSEA with respect to any position to which the Public Service Commission (PSC) is satisfied that the person meets the essential qualifications; the period of entitlement to this priority is one (1) year as set out in Section 11 of the Public Service Employment Regulations (PSER).

**Opting employee** (*employé optant*) - is an indeterminate employee whose services will no longer be required because of a workforce adjustment situation and who has not received a guarantee of a reasonable job offer from the deputy head and who has one hundred and twenty (120) days to consider the options of Part 6.3 of this Appendix.

**Pay** (*rémunération*) - has the same meaning as *rate of pay* in the employee's collective agreement.

**Priority Information Management System** (*système de gestion de l'information sur les priorités*) - is a system designed by the PSC to facilitate appointments of individuals entitled to statutory and regulatory priorities.

**Reasonable job offer** (*offre d'emploi raisonnable*) - is an offer of indeterminate employment within the Core Public Administration, normally at an equal level but could include lower levels. Surplus employees must be both trainable and mobile. Where possible, the search for a reasonable job offer will be conducted as follows: 1) within the employee's headquarters as defined in the Travel Directive; 2) within forty kilometres (40 km) of the employee's place of work or of the employee's residence whichever will ensure continued employment; and 3) beyond forty kilometres (40 km). In Alternative Delivery situations, a reasonable offer is one that meets the criteria set out in type 1 and 2 of Part VII of this appendix. A reasonable job offer is also an offer from a FAA Schedule V employer, providing that:

- (a) The appointment is at a rate of pay and an attainable salary maximum not less than the employee's current salary and attainable maximum that would be in effect on the date of offer.
- (b) It is a seamless transfer of all employee benefits including a recognition of years of service for the definition of continuous employment and accrual of benefits, including the transfer of sick leave credits, severance pay and accumulated vacation leave credits.

**Reinstatement priority** (*priorité de réintégration*) - is an appointment priority accorded by the PSC, pursuant to the Public Service Employment Regulations, to certain individuals salary-protected under this Appendix for the purpose of assisting such persons to re-attain an appointment level equal to that from which they were declared surplus.

**Relocation** (*réinstallation*) - is the authorized geographic move of a surplus employee or laid-off person from one place of duty to another place of duty, beyond what, according to local custom, is a normal commuting distance.

**Relocation of work unit** (*réinstallation d'une unité de travail*) - is the authorized move of a work unit of any size to a place of duty beyond what, according to local custom, is normal commuting distance from the former work location and from the employee's current residence.

**Retraining** (*recyclage*) - is on-the-job training or other training intended to enable affected employees, surplus employees and laid-off persons to qualify for known or anticipated vacancies within the Core Public Administration.

**Surplus employee** (*employé excédentaire*) - is an indeterminate employee who has been formally declared surplus, in writing, by his or her deputy head.

**Surplus priority** (*priorité d'employé excédentaire*) - is an entitlement for a priority in appointment accorded in accordance with section 5 of the PSER and pursuant to section 40 of the PSEA; this entitlement is provided to surplus employees to be appointed in priority to another position in the federal public administration for which they meet the essential requirements.

**Surplus status** (*statut d'employé excédentaire*) - An indeterminate employee is in surplus status from the date he or she is declared surplus until the date of lay-off, until he or she is indeterminately appointed to another position, until his or her surplus status is rescinded, or until the person resigns.

**Transition Support Measure** (*mesure de soutien à la transition*) - is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer. The Transition Support Measure is a cash payment based on the employee's years of service in the Core Public Administration, as per Annex "B".

**Twelve (12)-month surplus priority period in which to secure a reasonable job offer** (*Priorité d'employé excédentaire d'une durée de douze (12) mois pour trouver une offre d'emploi raisonnable*) - is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer.

**Workforce adjustment** (*réaménagement des effectifs*) - is a situation that occurs when a deputy head decides that the services of one or more indeterminate employees will no longer be required beyond a specified date because of a lack of work, the discontinuance of a function, a relocation in which the employee does not wish to relocate or an alternative delivery initiative.

#### **Authorities**

The PSC has endorsed those portions of this Appendix for which it has responsibility.

#### **Monitoring**

Departments or Organizations shall retain central information on all cases occurring under this Appendix, including the reasons for the action; the number, occupational groups and levels of employees concerned; the dates of notice given; the number of employees placed without retraining; the number of employees retained (including number of salary months used in such training); the levels of positions to which employees are appointed and the cost of any salary protection; and the number, types, and amounts of lump sums paid to employees.

This information will be used by the Treasury Board Secretariat to carry out its periodic audits.

## References

The primary references for the subject of WorkForce Adjustment are as follows:

### *Financial Administration Act*

Pay Rate Selection (Treasury Board Homepage, Organization, Human Resource Management, Compensation and Pay Administration.

<http://www.tbs-sct.gc.ca/lrco-rtor/conditions/conditions-eng.asp>

Values and Ethics Code for the Public Service, Chapter 3: Post-Employment Measures. [http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/tb\\_851/vec-cve-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tb_851/vec-cve-eng.asp)

Employer regulation on promotion may be found at:

<http://laws-lois.justice.gc.ca/eng/regulations/SOR-2005-376/page-1.html?term=definition%20of%20promotion#ord>

### *Public Service Employment Act*

Public Service Employment Regulations

### *Public Service Labour Relations Act*

### *Public Service Superannuation Act*

Directive on Terms and Conditions of Employment

NJC Integrated Relocation Directive

Travel Directive

## Enquiries

Enquiries about this Appendix should be referred to PIPSC, or the responsible officers in departmental or organizational headquarters.

Responsible officers in departmental or organizational headquarters may, in turn, direct questions on the application of this Appendix to the Senior Director, Excluded Groups and Administrative Policies, Labour Relations and Compensation Operations, Treasury Board Secretariat.

Enquiries by employees pertaining to entitlements to a priority in appointment or to their status in relation to the priority appointment process should be directed to their departmental or organizational human resource advisors or to the Priority Advisor of the PSC responsible for their case.

## **Part I**

### **Roles and responsibilities**

#### **1.1 Departments or Organizations**

**1.1.1** Since indeterminate employees who are affected by workforce adjustment situations are not themselves responsible for such situations, it is the responsibility of departments or organizations to ensure that they are treated equitably and, given every reasonable opportunity to continue their careers as public service employees.

**1.1.2** Departments or Organizations shall carry out effective human resource planning to minimise the impact of workforce adjustment situations on indeterminate employees, on the department or organization, and on the public service.

**1.1.3** Departments and Organizations shall establish workforce adjustment committees, where appropriate, to manage the workforce adjustment situations within the department or organization, and they shall notify PIPSC of the responsible officers who will administer this Appendix.

**1.1.4** Departments or Organizations shall, as the home department or organization, cooperate with the PSC and appointing departments or organizations in joint efforts to redeploy departmental or organizational surplus employees and laid-off persons.

**1.1.5** Departments or Organizations shall establish systems to facilitate redeployment or retraining of the department's or organization's affected employees, surplus employees, and laid-off persons.

**1.1.6** When a deputy head determines that the services of an employee are no longer required beyond a specified date due to lack of work or discontinuance of a function, the deputy head shall advise the employee, in writing, that his or her services will no longer be required. A copy of this letter shall be sent forthwith to the President of PIPSC.



Such a communication shall also indicate if the employee:

- (a) is being provided a guarantee of a reasonable job offer from the deputy head and that the employee will be in surplus status from that date on,  
  
or
- (b) is an opting employee and has access to the options of Section 6.3 of this Appendix because the employee is not in receipt of a guarantee of a reasonable job offer from the deputy head.

Where applicable, the communication should also provide the information relative to the employee's possible lay-off date.

**1.1.7** Deputy heads will be expected to provide a guarantee of a reasonable job offer for those employees subject to workforce adjustment for whom they know or can predict employment availability in the Core Public Administration.

**1.1.8** Where a deputy head cannot provide a guarantee of a reasonable job offer, the deputy head will provide one hundred and twenty (120) days to consider the three (3) options outlined in Part VI of this Appendix to all opting employees before a decision is required of them. If the employee fails to select an option, the employee will be deemed to have selected option (a), Twelve (12)-month surplus priority period in which to secure a reasonable job offer.

**1.1.9** The deputy head shall make a determination to either provide a guarantee of a reasonable job offer or access to the options set out in 6.3 of this Appendix, upon request of any indeterminate affected employee who can demonstrate that his or her duties have already ceased to exist.

**1.1.10** Departments or Organizations shall send written notice to the PSC of the employee's surplus status, and shall send to the PSC such details, forms, resumes, and other material as the PSC may from time to time prescribe as necessary for it to discharge its function.

**1.1.11** The home department or organization shall provide the PSC with a written statement that it would be prepared to appoint the surplus employee to a suitable position in the department or organization commensurate with his/her qualifications, if such a position were available.

**1.1.12** Departments or Organizations shall advise the President of PIPSC and consult with PIPSC representatives as completely as possible regarding any workforce adjustment situation as soon as possible after the decision has been made and throughout the process. When the affected employees are identified, the departments or organizations will forward the name, work location, phone number, email address and mailing address of affected employees as per the departmental or organizational employee database of those employees to the President of PIPSC.

**1.1.13** Departments or Organizations shall provide that employee with the official notification that he or she has become subject to a workforce adjustment and shall remind the employee that the Appendix on WorkForce Adjustment of this Collective Agreement applies.

**1.1.14** Deputy heads shall apply this Appendix so as to keep actual involuntary lay-offs to a minimum, and lay-offs shall normally only occur where an individual has refused a reasonable job offer, or is not mobile, or cannot be retrained within two (2) years, or is laid-off at his or her own request.

**1.1.15** Departments or Organizations are responsible to counsel and advise their affected employees on their opportunities of finding continuing employment in the public service and shall, to the extent possible, help market surplus employees and laid off persons to other departments or organizations unless the individuals have advised the department or organization in writing that they are not available for appointment.

**1.1.16** Appointment of surplus employees to alternative positions, whether with or without retraining, shall normally be at a level equivalent to that previously held by the employee, but this does not preclude appointment to a lower level. Departments or Organizations shall avoid appointment to a lower level except where all other avenues have been exhausted.

**1.1.17** Home departments or organizations shall appoint as many of their own surplus employees or laid-off persons as possible, or identify alternative positions (both actual and anticipated) for which individuals can be retrained.

**1.1.18** Home departments or organizations shall relocate surplus employees and laid-off individuals, if necessary.

**1.1.19** Relocation of surplus employees or laid-off persons shall be undertaken when the individuals indicate that they are willing to relocate and relocation will enable their redeployment or reappointment, providing that:

- (a) there are no available priority persons, or priority persons with a higher priority, qualified and interested in the position being filled;
- or
- (b) no available local surplus employees or laid-off persons who are interested and who could qualify with retraining.

**1.1.20** The cost of travelling to interviews for possible appointments and of relocation to the new location shall be borne by the employee's home department or organization. Such cost shall be consistent with the Travel and NJC Integrated Relocation directives.

**1.1.21** For the purposes of the NJC Integrated Relocation directive, surplus employees and laid-off persons who relocate under this Appendix shall be deemed to be employees on employer-requested relocations. The general rule on minimum distances for relocation applies.

**1.1.22** For the purposes of the Travel directive, laid-off persons travelling to interviews for possible reappointment to Core Public Administration are deemed to be a "traveller" as defined in the Travel Directive.

**1.1.23** For the surplus and/or lay-off priority periods, home departments or organizations shall pay the salary, salary protection and/or termination costs as well as other authorized costs such as tuition, travel, relocation, and retraining as provided for in the various collective agreements and directives. The appointing department or organization may agree to absorb all or part of these costs.

**1.1.24** Where a surplus employee is appointed by another department or organization to a term position, the home department or organization is responsible for the costs above for one year from the date of such appointment, unless the home and appointing departments or organizations agree to a longer period, after which the appointing department or organization becomes the new home department or organization consistent with PSC authorities.

**1.1.25** Departments or Organizations shall protect the indeterminate status and surplus priority of a surplus indeterminate employee appointed to a term position under this Appendix.

**1.1.26** Departments or Organizations shall inform the PSC in a timely fashion, and in a method directed by the PSC, of the results of all referrals made to them under this Appendix.

**1.1.27** Departments or Organizations shall review the use of private temporary agency personnel, contractors, consultants, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, departments or organizations shall not re-engage such temporary agency personnel, contractors, consultants nor renew the employment of such employees referred to above where such action would facilitate the appointment of surplus employees or laid-off persons.

**1.1.28** Nothing in the foregoing shall restrict the employer's right to engage or appoint persons to meet short-term, non-recurring requirements. Surplus and laid-off persons shall be given priority even for these short-term work opportunities.

**1.1.29** Departments or Organizations may lay off an employee at a date earlier than originally scheduled when the surplus employee requests them to do so in writing.

**1.1.30** Departments or Organizations, acting as appointing departments or organizations, shall cooperate with the PSC and other departments or organizations in accepting, to the extent possible, affected, surplus and laid-off persons, from other departments or organizations for appointment or retraining.

**1.1.31** Departments or Organizations shall provide surplus employees with a lay-off notice at least one month before the proposed lay-off date, if appointment efforts have been unsuccessful.

**1.1.32** When a surplus employee refuses a reasonable job offer, he or she shall be subject to lay-off one month after the refusal, however not before six (6) months after the surplus declaration date. The provisions of 1.3.3 shall continue to apply.

**1.1.33** Departments or Organizations are to presume that each employee wishes to be redeployed unless the employee indicates the contrary in writing.

**1.1.34** Departments or Organizations shall inform and counsel affected and surplus employees as early and as completely as possible and shall, in addition, assign a counsellor to each opting and surplus employee and laid-off person to work with them throughout the process. Such counselling is to include explanations and assistance concerning:

- (a) the workforce adjustment situation and its effect on that individual;
- (b) the workforce adjustment Appendix;

- (c) the PSC's Priority Information Management System and how it works from the employee's perspective;
  - (d) preparation of a curriculum vitae or resume;
  - (e) the employee's rights and obligations;
  - (f) the employee's current situation (e.g. pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
  - (g) alternatives that might be available to the employee (alternation, appointment, relocation, retraining, lower-level employment, term employment, retirement including possibility of waiver of penalty if entitled to an annual allowance, Transition Support Measure, Education Allowance, resignation, accelerated lay-off);
  - (h) the likelihood that the employee will be successfully appointed;
  - (i) the meaning of a guarantee of reasonable job offer, a Twelve-month surplus priority period in which to secure a reasonable job offer, a Transition Support Measure, an Education Allowance;
  - (j) the Human Resources Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);
  - (k) preparation for interviews with prospective employers;
  - (l) repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;
- and
- (m) advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity.

**1.1.35** Home departments or organizations shall ensure that, when it is required to facilitate appointment, a retraining plan is prepared and agreed to in writing by themselves, the employee and the appointing department or organization.

**1.1.36** Severance pay and other benefits flowing from other clauses in this Collective Agreement are separate from, and in addition to, those in this Appendix.

**1.1.37** Any surplus employee who resigns under this Appendix shall be deemed, for the purposes of severance pay and retroactive remuneration, to be involuntarily laid off on the day as of which the deputy head accepts in writing the employee's resignation.

**1.1.38** The department or organization will review the status of each affected employee annually, or earlier, from the date of initial notification of affected status and determine whether the employee will remain on affected status or not.

**1.1.39** The department or organization will notify the affected employee, in writing, within five (5) working days of the decision pursuant to subsection 1.1.38.

## **1.2 The Treasury Board Secretariat**

**1.2.1** It is the responsibility of the Treasury Board Secretariat to:

- (a) investigate and seek to resolve situations referred by the PSC or other parties,
- (b) consider departmental or organizational requests for retraining resources, and
- (c) ensure that departments or organizations are provided to the extent possible with information on occupations for which there are skill shortages.

## **1.3 The Public Service Commission**

**1.3.1** Within the context of workforce adjustment, and the Public Service Commission's (PSC) governing legislation, it is the responsibility of the PSC to:

- (a) ensure that priority entitlements are respected;
- (b) ensure that a means exists for priority persons to be assessed against vacant positions and appointed if found qualified against the essential qualifications of the position; and
- (c) ensure that priority persons are provided with information on their priority entitlements.

**1.3.2** The PSC is further willing, in accordance with the *Privacy Act*, to:

- (a) provide the Treasury Board Secretariat with information related to the administration of priority entitlements which may reflect on departments' or organizations' level of compliance with this directive,  
  
and;
- (b) provide information to the bargaining agents on the numbers and status of their members in the Priority Information Management System, as well as information on the overall system.

**1.3.3** The PSC's roles and responsibilities flow from its governing legislation, not the collective agreement. As such, any changes made to these roles/responsibilities must be agreed upon by the Commission. For greater detail on the PSC's role in administering surplus and lay-off priority entitlements, refer to Annex C of this document.

#### **1.4 Employees**

**1.4.1** Employees have the right to be represented by PIPSC in the application of this Appendix.

**1.4.2** Employees who are directly affected by workforce adjustment situations and who receive a guarantee of a reasonable job offer, or who opt, or are deemed to have opted, for option (a) of Part VI of this Appendix are responsible for:

- (a) actively seeking alternative employment in co-operation with their departments or organizations and the PSC, unless they have advised the department or organization and the PSC, in writing, that they are not available for appointment;
- (b) seeking information about their entitlements and obligations;
- (c) providing timely information to the home department or organization and to the PSC to assist them in their appointment activities (including curriculum vitae or resumes);
- (d) ensuring that they can be easily contacted by the PSC and appointing departments or organizations, and attending appointments related to referrals;

- (e) seriously considering job opportunities presented to them (referrals within the home department or organization, referrals from the PSC, and job offers made by departments or organizations, including retraining and relocation possibilities, specified period appointments and lower-level appointments).

**1.4.3** Opting employees are responsible for:

- (a) considering the options of Part VI of this Appendix;
- (b) communicating their choice of options, in writing, to their manager no later than one hundred and twenty (120) days after being declared opting.

## **Part II**

### **Official notification**

#### **2.1 Department or Organization**

**2.1.1** As already mentioned in section 1.1.12, departments or organizations shall advise and consult with the bargaining agent representatives as completely as possible regarding any workforce adjustment situation as soon as possible after the decision has been made and throughout the process and will make available to the bargaining agent and to the President of PIPSC the name, work location, phone number, email address and mailing address of affected employees as per the departmental or organizational employee database of those employees.

**2.1.2** In any workforce adjustment situation which is likely to involve six or more indeterminate employees covered by this Appendix, the department or organization concerned shall notify the Assistant Secretary (or delegate), Labour Relations and Compensation Operations, Treasury Board Secretariat, in confidence, at the earliest possible date and under no circumstances less than four (4) working days before the situation is announced.

**2.1.3** Prior to notifying any potentially affected employee, departments or organizations shall also notify the Chief Executive Officer of each bargaining agent that has members involved. Such notification is to be in writing, in confidence and at the earliest possible date and under no circumstances less than two (2) working days before any employee is notified of the workforce adjustment situation. This information is to include the identity and location of the work unit(s) involved; the expected date of the announcement; the anticipated



timing of the situation; and the numbers of employees, by group and level, who will be affected.

### **Part III**

#### **Relocation of a work unit**

##### **3.1 General**

**3.1.1** In cases where a work unit is to be relocated, department(s) or organization(s) shall provide all employees whose positions are to be relocated with written notice of the opportunity to choose whether they wish to move with the position or be treated as if they were subject to a workforce adjustment situation.

**3.1.2** Following written notification, employees must indicate, within a period of six (6) months, their intention to move. If the employee's intention is not to move with the relocated position, the Deputy head, after having considered relevant factors, can either provide the employee with a guarantee of a reasonable job offer or access to the options set out in section 6.3 of this Appendix.

**3.1.3** Employees relocating with their work units shall be treated in accordance with the provisions of 1.1.18 to 1.1.22.

**3.1.4** Although departments or organizations will endeavour to respect employee location preferences, nothing precludes the department or organization from offering the relocated position to employees in receipt of a guarantee of a reasonable job offer from their deputy heads, after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area.

**3.1.5** Employees who are not in receipt of a guarantee of a reasonable job offer shall become opting employees and have access to the options set out in Part VI of this Appendix.

## **Part IV**

### **Retraining**

#### **4.1 General**

**4.1.1** To facilitate the redeployment of affected employees, surplus employees, and laid-off persons, departments or organizations shall make every reasonable effort to retrain such persons for:

- (a) existing vacancies,
- or
- (b) anticipated vacancies identified by management.

**4.1.2** It is the responsibility of the employee, the home department or organization and the appointing department or organization to identify retraining opportunities pursuant to subsection 4.1.1.

**4.1.3** Subject to the provisions of 4.1.2, the deputy head of the home department or organization shall approve up to two (2) years of retraining.

#### **4.2 Surplus employees**

**4.2.1** A surplus employee is eligible for retraining providing:

- (a) retraining is needed to facilitate the appointment of the individual to a specific vacant position or will enable the individual to qualify for anticipated vacancies in occupations or locations where there is a shortage of qualified candidates;
- and
- (b) there are no other available priority persons who qualify for a specific vacant position as referenced in (a) above.

**4.2.2** The home department or organization is responsible for ensuring that an appropriate retraining plan is prepared and is agreed to in writing by the employee and the delegated officers of the home and appointing departments or organizations.

**4.2.3** Once a retraining plan has been initiated, its continuation and completion are subject to satisfactory performance by the employee.

**4.2.4** While on retraining, a surplus employee continues to be employed by the home department or organization and is entitled to be paid in accordance with his or her current appointment, unless the appointing department or organization is willing to appoint the employee indeterminately, conditional on successful completion of retraining, in which case the retraining plan shall be included in the letter of offer.

**4.2.5** When a retraining plan has been approved and the surplus employee continues to be employed by the home department or organization, the proposed lay-off date shall be extended to the end of the retraining period, subject to 4.2.3.

**4.2.6** An employee unsuccessful in retraining may be laid off at the end of the surplus period, provided that the employer has been unsuccessful in making the employee a reasonable job offer.

**4.2.7** In addition to all other rights and benefits granted pursuant to this section, an employee who is guaranteed a reasonable job offer, is also guaranteed, subject to the employee's willingness to relocate, training to prepare the surplus employee for appointment to a position pursuant to section 4.1.1, such training to continue for one year or until the date of appointment to another position, whichever comes first. Appointment to this position is subject to successful completion of the training.

### **4.3 Laid-off persons**

**4.3.1** A laid-off person shall be eligible for retraining providing:

- (a) retraining is needed to facilitate the appointment of the individual to a specific vacant position;
  - (b) the individual meets the minimum requirements set out in the relevant Selection Standard for appointment to the group concerned;
- and
- (c) there are no other available persons with a priority who qualify for the position.

**4.3.2** When an individual is offered an appointment conditional on successful completion of retraining, a retraining plan shall be included in the letter of offer. If the individual accepts the conditional offer, he or she will be appointed on an indeterminate basis to the full level of the position after having successfully completed training and being assessed as qualified for the position. When an individual accepts an appointment to a position with a lower maximum rate of pay than the position from which he or she was laid-off, the employee will be salary protected in accordance with Part V.

## **Part V**

### **Salary protection**

#### **5.1 Lower-level position**

**5.1.1** Surplus employees and laid-off persons appointed to a lower-level position under this Appendix shall have their salary and pay equity equalization payments, if any, protected in accordance with the salary protection provisions of this Collective Agreement, or, in the absence of such provisions, the appropriate provisions of the Regulations Respecting Pay on Reclassification or Conversion.

**5.1.2** Employees whose salary is protected pursuant to section 5.1.1 will continue to benefit from salary protection until such time as they are appointed or deployed into a position with a maximum rate of pay that is equal to or higher than the maximum rate of pay of the position from which they were declared surplus or laid off.

## **Part VI**

### **Options for employees**

#### **6.1 General**

**6.1.1** Deputy heads will be expected to provide a guarantee of a reasonable job offer for those affected employees for whom they know or can predict employment availability. A deputy head who cannot provide such a guarantee shall provide his or her reasons in writing, if requested by the employee. Affected Employees in receipt of this guarantee would not have access to the choice of options below.

**6.1.2** Employees who are not in receipt of a guarantee of a reasonable job offer from their deputy head have one hundred and twenty (120) days to consider the three (3) Options below before a decision is required of them.

**6.1.3** The opting employee must choose, in writing, one of the three options of section 6.3 of this Appendix within the one hundred and twenty (120)-day window. The employee cannot change options once having made a written choice.

**6.1.4** If the employee fails to select an option, the employee will be deemed to have selected option (a), Twelve (12)-month surplus priority period in which to secure a reasonable job offer at the end of the one hundred and twenty (120)-day window.

**6.1.5** If a reasonable job offer which does not require a relocation is made at any time during the one hundred and twenty (120)-day opting period and prior to the written acceptance of the Transition Support Measure or the Education Allowance Option, the employee is ineligible for the TSM or the Education Allowance.

## **6.2 Alternation**

**6.2.1** All departments or organizations must participate in the alternation process.

**6.2.2** An alternation occurs when an opting employee who wishes to remain in the Core Public Administration exchanges positions with a non-affected employee (the alternate) willing to leave the Core Public Administration under the terms of Part VI of this Appendix.

**6.2.3** Only an opting employee, not a surplus one, may alternate into an indeterminate position that remains in the Core Public Administration.

**6.2.4** An indeterminate employee wishing to leave the Core Public Administration may express an interest in alternating with an opting employee. Management will decide, however, whether a proposed alternation will result in retaining the skills required to meet the ongoing needs of the position and the Core Public Administration.

**6.2.5** An alternation must permanently eliminate a function or a position.

**6.2.6** The opting employee moving into the unaffected position must be, to the degree determined by the Employer, able to meet the requirements of the position, including language requirements. The alternate moving into the opting position must meet the requirements of the position, except if the alternate will not be performing the duties of the position and the alternate will be struck off strength within five (5) days of the alternation.

**6.2.7** An alternation should normally occur between employees at the same group and level. When the two (2) positions are not the same group and level, alternation can still occur when the positions can be considered equal. They are considered equal when the maximum rate of pay for the higher paid position is no more than six-per-cent (6%) higher than the maximum rate of pay for the lower paid position.

**6.2.8** An alternation must occur on a given date, i.e. two (2) employees directly exchange positions on the same day. There is no provision in alternation for a “domino” effect or for “future considerations”.

### **6.3 Options**

**6.3.1** Only opting employees who are not in receipt of the guarantee of a reasonable job offer from the deputy head will have access to the choice of options below:

(a)

- (i) Twelve (12)-month surplus priority period in which to secure a reasonable job offer: Should a reasonable job offer not be made within a period of twelve (12) months, the employee will be laid off in accordance with the *Public Service Employment Act*. Employees who choose or are deemed to have chosen this Option are surplus employees.
- (ii) At the request of the employee, this twelve (12) month surplus priority period shall be extended by the unused portion of the one hundred and twenty (120)-day opting period referred to in 6.1.2 which remains once the employee has selected in writing option (a).
- (iii) When a surplus employee who has chosen, or who is deemed to have chosen, Option (a) offers to resign before the end of the twelve (12)-month surplus priority period, the deputy head may

authorise a lump-sum payment equal to the surplus employee's pay for the substantive position for the balance of the surplus period, up to a maximum of six (6) months. The amount of the lump sum payment for the pay in lieu cannot exceed the maximum of that which he or she would have received had they chosen Option (b), the Transition Support Measure.

- (iv) Departments or Organizations will make every reasonable effort to market a surplus employee during the employee's surplus period within his or her preferred area of mobility

or

- (b) Transition Support Measure (TSM) is a cash payment, based on the employee's years of service in the public service (see Annex "B") made to an opting employee. Employees choosing this Option must resign but will be considered to be laid-off for purposes of severance pay.

or

- (c) Education allowance is a Transitional Support Measure (see Option (b) above) plus an amount of not more than ten thousand dollars (\$10,000.00) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and mandatory equipment.

Employees choosing Option (c) could either:

- (i) resign from the Core Public Administration but be considered to be laid-off for severance pay purposes on the date of their departure;

or

- (ii) delay their departure date and go on leave without pay for a maximum period of two (2) years, while attending the learning institution. The TSM shall be paid in one or two lump-sum amounts, at the employee's request over a maximum two (2)-year period. During this period, employees could continue to be public service benefit plan members and contribute both employer and employee share to the benefits plans and the *Public Service Superannuation Plan*. At the end of the two (2)-year leave without pay period, unless the employee has found alternate employment

in the Core Public Administration, the employee will be laid off in accordance with the *Public Service Employment Act*.

**6.3.2** Management will establish the departure date of opting employees who choose option (b) or option (c) above.

**6.3.3** The TSM, pay in lieu of unfulfilled surplus period and the Education Allowance cannot be combined with any other payment under the WorkForce Adjustment appendix.

**6.3.4** In the cases of: pay in lieu of unfulfilled surplus period, option (b) and (c)(i), the employee relinquishes any priority rights for reappointment upon acceptance of his or her resignation.

**6.3.5** Employees choosing option (c)(ii) who have not provided their department or organization with a proof of registration from a learning institution twelve (12) months after starting their leave without pay period will be deemed to have resigned from the Core Public Administration, and be considered to be laid-off for purposes of severance pay.

**6.3.6** All opting employees will be entitled to up to six hundred dollars (\$600.00) towards counseling services in respect of their potential re-employment or retirement. Such counseling services may include financial, and job placement counseling services.

**6.3.7** An opting employee who has received pay in lieu of unfulfilled surplus period, a TSM or an Education Allowance and is re-appointed to that portion of the Core Public Administration specified from time to time in Schedules I and IV to the *Financial Administration Act* shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the TSM or Education Allowance was paid.

**6.3.8** Notwithstanding section 6.3.7, an opting employee who has received an Education Allowance will not be required to reimburse tuition expenses, costs of books and mandatory equipment, for which he or she cannot get a refund.

**6.3.9** The deputy head shall ensure that pay in lieu of unfulfilled surplus period is only authorized where the employee's work can be discontinued on the resignation date and no additional costs will be incurred in having the work done in any other way during that period.



**6.3.10** If a surplus employee who has chosen, or is deemed to have chosen, Option (a) refuses a reasonable job offer at any time during the twelve (12)-month surplus priority period, the employee is ineligible for pay in lieu of unfulfilled surplus period.

**6.3.11** Approval of pay in lieu of unfulfilled surplus period is at the discretion of management, but shall not be unreasonably denied.

#### **6.4 Retention payment**

**6.4.1** There are three (3) situations in which an employee may be eligible to receive a retention payment. These are total facility closures, relocation of work units and alternative delivery initiatives.

**6.4.2** All employees accepting retention payments must agree to leave the Core Public Administration without priority rights.

**6.4.3** An individual who has received a retention payment and, as applicable, is either reappointed to that portion of the Core Public Administration specified from time to time in Schedules I and IV to the *Financial Administration Act* or is hired by the new employer within the six (6) months immediately following his or her resignation, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such re-appointment or hiring, to the end of the original period for which the lump sum was paid.

**6.4.4** The provisions of 6.4.5 shall apply in total facility closures where public service jobs are to cease, and:

- (a) such jobs are in remote areas of the country,  
or
- (b) retraining and relocation costs are prohibitive,  
or
- (c) prospects of reasonable alternative local employment (whether within or outside the Core Public Administration) are poor.

**6.4.5** Subject to 6.4.4, the deputy head shall pay to each employee who is asked to remain until closure of the work unit and offers a resignation from the Core Public Administration to take effect on that closure date, a sum equal to six (6) months' pay payable upon the day on which the departmental or organizational operation ceases, provided the employee has not separated prematurely.

**6.4.6** The provisions of 6.4.7 shall apply in relocation of work units where Core Public Administration work units:

(a) are being relocated,

and

(b) when the deputy head of the home department or organization decides that, in comparison to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of workplace relocation,

and

(c) where the employee has opted not to relocate with the function.

**6.4.7** Subject to 6.4.6, the deputy head shall pay to each employee who is asked to remain until the relocation of the work unit and offers a resignation from the Core Public Administration to take effect on the relocation date, a sum equal to six (6) months' pay payable upon the day on which the departmental or organizational operation relocates, provided the employee has not separated prematurely.

**6.4.8** The provisions of 6.4.9 shall apply in alternative delivery initiatives:

(a) where the Core Public Administration work units are affected by alternative delivery initiatives;

(b) when the deputy head of the home department or organization decides that, compared to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of the transfer to the new employer;

and

(c) where the employee has not received a job offer from the new employer or has received an offer and did not accept it.

**6.4.9** Subject to 6.4.8, the deputy head shall pay to each employee who is asked to remain until the transfer date and who offers a resignation from the Core Public Administration to take effect on the transfer date, a sum equal to six (6) months pay payable upon the transfer date, provided the employee has not separated prematurely.

## Part VII

### Special provisions regarding alternative delivery initiatives

#### Preamble

The administration of the provisions of this part will be guided by the following principles:

- (a) fair and reasonable treatment of employees;
- (b) value for money and affordability;
- and
- (c) maximization of employment opportunities for employees.

The parties recognize:

- the union's need to represent employees during the transition process;
- the Employer's need for greater flexibility in organizing the Core Public Administration.

#### 7.1 Definitions

For the purposes of this part, an **alternative delivery initiative** (*diversification des modes d'exécution*) is the transfer of any work, undertaking or business of the Core Public Administration to any body or corporation that is a separate agency or that is outside the Core Public Administration;

For the purposes of this part, a **reasonable job offer** (*offre d'emploi raisonnable*) is an offer of employment received from a new employer in the case of a type 1 or 2 transitional employment arrangement, as determined in accordance with section 7.2.2;

For the purposes of this part, a **termination of employment** (*licenciement du fonctionnaire*) is the termination of employment referred to in paragraph 12(1)(f) of the *Financial Administration Act* (FAA).

## **7.2 General**

Departments or Organizations will, as soon as possible after the decision is made to proceed with an alternative delivery initiative (ADI), and if possible, not less than one hundred and eighty (180) days prior to the date of transfer, provide notice to the President of PIPSC.

The notice to PIPSC will include: 1) the program being considered for ADI, 2) the reason for the ADI, and 3) the type of approach anticipated for the initiative.

In cases of ADI, the parties will conduct meaningful consultation on human resource issues related to the ADI in order to provide information to the employee which will assist him/her in deciding on whether or not to accept the job offer.

### **1. Commercialization**

In cases of commercialization where tendering will be part of the process, the parties shall make every reasonable effort to come to an agreement on the criteria related to human resources issues (e.g. terms and conditions of employment, pension and health care benefits, the take-up number of employees) to be used in the request for proposal (RFP) process. The parties will respect the contracting rules of the federal government.

### **2. Creation of a new Agency**

In cases of the creation of new agencies, the parties shall make every reasonable effort to agree on common recommendations related to human resources issues (e.g. terms and conditions of employment, pension, and health care benefits) that should be available at the date of transfer.

### **3. Transfer to existing employers**

In all other ADI initiatives where an employer-employee relationship already exists the parties will hold meaningful consultations to clarify the terms and conditions that will apply upon transfer.

In the cases of commercialization and creation of new agencies, consultation opportunities will be given to PIPSC; however, if after meaningful consultation agreements are not possible, the department may still proceed with the transfer.

**7.2.1** The provisions of this Part apply only in the case of alternative delivery initiatives and are in exception to other provisions of this Appendix. Employees who are affected by alternative delivery initiatives and who receive job offers from the new employer shall be treated in accordance with the provisions of this part and, only where specifically indicated will other provisions of this appendix apply to them.

**7.2.2** There are three (3) types of transitional employment arrangements resulting from alternative delivery initiatives:

(a) Type 1 (Full Continuity)

Type 1 arrangements meet all of the following criteria:

(i) legislated successor rights apply. Specific conditions for successor rights applications will be determined by the labour legislation governing the new employer;

\*\*

(ii) the Directive on Terms and Conditions of Employment, the terms of the collective agreement referred to therein and/or the applicable compensation plan will continue to apply to unrepresented and excluded employees until modified by the new employer or by the PSLRB pursuant to a successor rights application;

\*\*

(iii) recognition of continuous employment in the Core Public Administration, as defined in the Directive on Terms and Conditions of Employment, for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights;

(iv) pension arrangements according to the statement of pension principles set out in Annex A, or, in cases where the test of reasonableness set out in that statement is not met, payment of a lump-sum to employees pursuant to section 7.7.3;

(v) transitional employment guarantee: a two-year minimum employment guarantee with the new employer;

- (vi) coverage in each of the following core benefits: health benefits, long term disability insurance (LTDI) and dental plan;
- (vii) short-term disability bridging: recognition of the employee's earned but unused sick leave credits up to maximum of the new employer's LTDI waiting period.

(b) Type 2 (Substantial Continuity)

Type 2 arrangements meet all of the following criteria:

- (i) the average new hourly salary offered by the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty five per cent (85%) or greater of the group's current federal hourly remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are the same;
- (ii) the average annual salary of the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty five per cent (85%) or greater of federal annual remuneration (= per cent or greater of federal annual remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are different;
- (iii) pension arrangements according to the statement of pension principles as set out in Annex A, or in cases where the test of reasonableness set out in that Statement is not met, payment of a lump-sum to employees pursuant to section 7.7.3;
- (iv) transitional employment guarantee: employment tenure equivalent to that of the permanent workforce in receiving organizations or a two (2)-year minimum employment guarantee;
- (v) coverage in each area of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
- (vi) short-term disability arrangement.

(c) **Type 3 (Lesser Continuity)**

A type 3 arrangement is any alternative delivery initiative that does not meet the criteria applying in type 1 and 2 transitional employment arrangements.

**7.2.3** For type 1 and 2 transitional employment arrangements, the offer of employment from the new employer will be deemed to constitute a reasonable job offer for purposes of this part.

**7.2.4** For type 3 transitional employment arrangements, an offer of employment from the new employer will not be deemed to constitute a reasonable job offer for purposes of this part.

**7.3 Responsibilities**

**7.3.1** Deputy heads will be responsible for deciding, after considering the criteria set out above, which of the types applies in the case of particular alternative delivery initiatives.

**7.3.2** Employees directly affected by alternative delivery initiatives are responsible for seriously considering job offers made by new employers and advising the home department or organization of their decision within the allowed period.

**7.4 Notice of alternative delivery initiatives**

**7.4.1** Where alternative delivery initiatives are being undertaken, departments or organizations shall provide written notice to all employees offered employment by the new employer, giving them the opportunity to choose whether they wish to accept the offer.

**7.4.2** Following written notification, employees must indicate within a period of sixty (60) days their intention to accept the employment offer.

**7.5 Job offers from new employers**

**7.5.1** Employees subject to this Appendix (see Application) and who do not accept the reasonable job offer from the new employer in the case of type 1 or 2 transitional employment arrangements will be given four months notice of termination of employment and their employment will be terminated at the end of that period or on a mutually agreed upon date before the end of the four month

notice period except where the employee was unaware of the offer or incapable of indicating an acceptance of the offer.

**7.5.2** The deputy head may extend the notice of termination period for operational reasons, but no such extended period may end later than the date of the transfer to the new employer.

**7.5.3** Employees who do not accept a job offer from the new employer in the case of type 3 transitional employment arrangements may be declared opting or surplus by the deputy head in accordance with the provisions of the other parts of this appendix.

**7.5.4** Employees who accept a job offer from the new employer in the case of any alternative delivery initiative will have their employment terminated on the date on which the transfer becomes effective, or on another date that may be designated by the home department or organization for operational reasons provided that this does not create a break in continuous service between the Core Public Administration and the new employer.

## **7.6 Application of other provisions of the appendix**

**7.6.1** For greater certainty, the provisions of Part II, Official Notification, and section 6.4, Retention Payment, will apply in the case of an employee who refuses an offer of employment in the case of a type 1 or 2 transitional employment arrangement. A payment under section 6.4 may not be combined with a payment under the other section.

## **7.7 Lump-sum payments and salary top-up allowances**

**7.7.1** Employees who are subject to this Appendix (see Application) and who accept the offer of employment from the new employer in the case of type 2 transitional employment arrangements will receive a sum equal to three (3) months pay, payable upon the day on which the departmental or organizational work or function is transferred to the new employer. The home department or organization will also pay these employees an eighteen (18) month salary top-up allowance equal to the difference between the remuneration applicable to their Core Public Administration position and the salary applicable to their position with the new employer. This allowance will be paid as a lump-sum, payable on the day on which the departmental work or function is transferred to the new employer.



**7.7.2** In the case of individuals who accept an offer of employment from the new employer in the case of a type 2 arrangement whose new hourly or annual salary falls below eighty per cent (80%) of their former federal hourly or annual remuneration, departments or organizations will pay an additional six (6) months of salary top-up allowance for a total of twenty-four (24) months under this section and section 7.7.1. The salary top-up allowance equal to the difference between the remuneration applicable to their Core Public Administration and the salary applicable to their position with the new employer will be paid as a lump-sum payable on the day on which the departmental or organizational work or function is transferred to the new employer.

**7.7.3** Employees who accept the reasonable job offer from the successor employer in the case of a type 1 or 2 transitional employment arrangement where the test of reasonableness referred to in the statement of pension principles set out in Annex A is not met, that is, where the actuarial value (cost) of the new employer's pension arrangements are less than six decimal five per cent (6.5%) of pensionable payroll (excluding the employer's costs related to the administration of the plan) will receive a sum equal to three months pay, payable on the day on which the departmental or organizational work or function is transferred to the new employer.

**7.7.4** Employees who accept an offer of employment from the new employer in the case of type 3 transitional employment arrangements will receive a sum equal to six (6) months pay payable on the day on which the departmental or organizational work or function is transferred to the new employer. The home department or organization will also pay these employees a twelve (12) month salary top-up allowance equal to the difference between the remuneration applicable to their Core Public Administration position and the salary applicable to their position with the new employer. The allowance will be paid as a lump-sum, payable on the day on which the departmental or organizational work or function is transferred to the new employer. The total of the lump-sum payment and the salary top-up allowance provided under this section will not exceed an amount equal to one year's pay.

**7.7.5** For the purposes of 7.7.1, 7.7.2 and 7.7.4, the term *remuneration* includes and is limited to salary plus equal pay adjustments, if any, and supervisory differential, if any.

## **7.8 Reimbursement**

**7.8.1** An individual who receives a lump-sum payment and salary top-up allowance pursuant to subsection 7.7.1, 7.7.2, 7.7.3 or 7.7.4 and who is reappointed to that portion of the Core Public Administration specified from time to time in Schedules I and IV to the *Financial Administration Act* at any point during the period covered by the total of the lump-sum payment and salary top-up allowance, if any, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of re-appointment to the end of the original period covered by the total of the lump-sum payment and salary top-up allowance, if any.

**7.8.2** An individual who receives a lump-sum payment pursuant to subsection 7.6.1 and, as applicable, is either reappointed to that portion of the Core Public Administration specified from time to time in Schedules I and IV to the *Financial Administration Act* or hired by the new employer, to which the employee's work was transferred, at any point covered by the lump-sum payment, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of the reappointment or hiring to the end of the original period covered by the lump-sum payment.

## **7.9 Vacation leave credits and severance pay**

**7.9.1** Notwithstanding the provisions of this Collective Agreement concerning vacation leave, an employee who accepts a job offer pursuant to this part may choose not to be paid for earned but unused vacation leave credits, provided that the new employer will accept these credits.

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**7.9.2** Notwithstanding the provisions of this Collective 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 Core Public Administration for severance pay purposes and provides severance pay entitlements similar to the employee's severance pay entitlements at the time of the transfer. However, an employee who has a severance termination benefit entitlement under the terms of article 19.06(b) or (c) shall be paid this entitlement at the time of transfer.

**7.9.3** Where:

- (a) the conditions set out in 7.9.2 are not met,
- (b) the severance provisions of this Collective Agreement are extracted from this Collective Agreement prior to the date of transfer to another non-federal public sector employer,
- (c) the employment of an employee is terminated pursuant to the terms of section 7.5.1,  
  
or
- (d) the employment of an employee who accepts a job offer from the new employer in a type 3 transitional employment arrangement is terminated on the transfer of the function to the new employer

the employee shall be deemed, for purposes of severance pay, to be involuntarily laid off on the day on which employment in the Core Public Administration terminates.

**Annex "A" - Statement of pension principles**

1. The new employer will have in place, or Her Majesty in right of Canada will require the new employer to put in place, reasonable pension arrangements for transferring employees. The test of *reasonableness* will be that the actuarial value (cost) of the new employer pension arrangements will be at least six decimal five per cent (6.5%) of pensionable payroll, which in the case of defined-benefit pension plans will be as determined by the Assessment Methodology developed by Towers Perrin for the Treasury Board, dated October 7, 1997. This Assessment Methodology will apply for the duration of this Collective Agreement. Where there is no reasonable pension arrangement in place on the transfer date or no written undertaking by the new employer to put such reasonable pension arrangement in place effective on the transfer date, subject to the approval of Parliament and a written undertaking by the new employer to pay the employer costs, *Public Service Superannuation Act* (PSSA) coverage could be provided during a transitional period of up to a year.
2. Benefits in respect of service accrued to the point of transfer are to be fully protected.
3. Her Majesty in right of Canada will seek portability arrangements between the Public Service Superannuation Plan and the pension plan of the new employer where a portability arrangement does not yet exist. Furthermore, Her Majesty in right of Canada will seek authority to permit employees the option of counting their service with the new employer for vesting and benefit thresholds under the PSSA.

## Annex "B"

<b>Years of Service in the Core Public Administration</b>	<b>Transition Support Measure (TSM) (Payment in weeks' pay)</b>
0	10
1	22
2	24
3	26
4	28
5	30
6	32
7	34
8	36
9	38
10	40
11	42
12	44
13	46
14	48
15	50
16	52
17	52
18	52
19	52
20	52
21	52
22	52
23	52
24	52
25	52
26	52
27	52
28	52
29	52
30	49
31	46
32	43
33	40
34	37

<b>Years of Service in the Core Public Administration</b>	<b>Transition Support Measure (TSM) (Payment in weeks' pay)</b>
35	34
36	31
37	28
38	25
39	22
40	19
41	16
42	13
43	10
44	07
45	04

For indeterminate seasonal and part-time employees, the TSM will be pro-rated in the same manner as severance pay under the terms of this Collective Agreement.

Severance pay provisions of this Collective Agreement are in addition to the TSM.

**Annex “C” - Role of PSC in administering  
surplus and lay-off priority entitlements**

1. The PSC will refer surplus employees and laid-off persons to positions, in all departments, organizations and agencies governed by the *PSEA*, for which they are potentially qualified for the essential qualifications, unless the individuals have advised the PSC and their home departments or organizations in writing that they are not available for appointment. The PSC will further ensure that entitlements are respected and that priority persons are fairly and properly assessed.
2. The PSC, acting in accordance with the *Privacy Act*, will provide the Treasury Board Secretariat with information related to the administration of priority entitlements which may reflect on departments’ or organizations’ and agencies’ level of compliance with this Directive.
3. The PSC will provide surplus and laid-off individuals with information on their priority entitlements.
4. The PSC will, in accordance with the *Privacy Act*, provide information to bargaining agents on the numbers and status of their members who are in the Priority Administration System and, on a service-wide basis, through reports to the National Joint Council’s WorkForce Adjustment Committee.
5. The PSC will ensure that a reinstatement priority is given to all employees who are appointed to a position at a lower level.
6. The PSC will, in accordance with the *Privacy Act*, provide information to the Employer, departments or organizations and/or bargaining agents on referrals of surplus employees and laid-off persons in order to ensure that the priority entitlements are respected.

Public Service Commission “Guide to the Priority Information Management System”: <http://www.psc-cfp.gc.ca/prad-adpr/pims-sgip/prt2-eng.htm>

**APPENDIX "T"****LETTER OF UNDERSTANDING  
CONCERNING THE HEALTH SERVICES GROUP  
RE: PROFESSIONAL CARE AND SERVICE DELIVERY**

This letter is to give effect to the understanding reached by the Employer and the Institute in negotiations for the renewal of the agreement that expired September 30, 2003 covering the above specified group.

Accordingly, the parties agree to establish a joint committee comprising equal representation to meet within ninety (90) days of the signing of the collective agreement for the Health Services Bargaining Unit. The joint committee shall examine in particular the creation of a voluntary declaration of errors mechanism; the conditions under which the professional health care is exercised in the Federal government; and the service delivery and patient safety in the health field.

The joint committee shall produce recommendations, which will be made available to both parties concerned for examination at the next round of collective agreement negotiations. The joint committee shall submit its recommendation no later than two (2) months before the expiration date of the said collective agreement, unless the Employer and the Institute agree in writing to extend the deadline.

The Committee shall be co-chaired by the Employer and the Professional Institute of the Public Service of Canada. Time spent (including travel) by the members of the working group shall be considered time worked. All other costs will be the responsibility of each party.



**\*\*APPENDIX "U"**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
TREASURY BOARD  
(HEREINAFTER CALLED THE EMPLOYER)  
AND  
THE PROFESSIONAL INSTITUTE  
OF THE PUBLIC SERVICE OF CANADA  
(HEREINAFTER CALLED THE INSTITUTE)  
IN RESPECT OF  
THE HEALTH SERVICES BARGAINING UNIT -  
NURSE PRACTITIONER ALLOWANCE  
FOR HEALTH SERVICES GROUP**

1. In an effort to recognize the advanced practice role of Nurse Practitioner and to resolve retention and recruitment problems, the Employer will provide an allowance to all employees who perform the clinical duties of Nurse Practitioner, currently classified at the NU-CHN-4 or NU-HOS-4, in the Health Services Group.
2. The parties agree that employees who perform the duties of positions identified above shall be eligible to receive an allowance in the following amounts and subject to the following conditions:
  - (a) Commencing on October 1, 2011 and ending 30 September 2014, NU employees who perform the duties of the positions identified above shall be eligible to receive an allowance to be paid biweekly;
  - (b) The employee shall receive the daily amount shown below for each calendar day for which the employee is paid pursuant to Appendix "A" of the collective agreement. This daily amount is equivalent to the annual amount set out below for each position

and level divided by two hundred and sixty decimal eight eight (260.88);

<b>NURSE PRACTITIONER ALLOWANCE</b>	
Annual Amount: \$18,000	Daily Amount: \$69.00

- (c) The Allowance specified above does not form part of an employee's salary.
  - (d) The Allowance shall not be paid to or in respect of a person who ceased to be a member of the bargaining unit prior to the date of signing of this Agreement.
3. A part-time employee shall be paid the daily amount shown above divided by seven decimal five (7.5) for each hour paid at his hourly rate of pay pursuant to clause 39.03.
  4. As long as he meets the provisions of this appendix, an employee may not receive the allowance under Appendix "G" – Expanded Professional Role Allowance and/or Appendix "H" – Nurse in-Charge Allowance for Health Canada Nurses.
  5. As long as he meets the provisions of all relevant appendixes, an employee may receive:
    - (a) This allowance and that of Appendix "E" - Recruitment Allowance.
    - or
    - (b) This allowance and that of Appendix "F" - Retention Allowance.
  6. An employee shall not be entitled to the Allowance for periods he is on leave without pay or under suspension.
  7. The parties agree that disputes arising from the application of this Memorandum of Understanding may be subject to consultation.