



Treasury Board of Canada  
Secretariat

Secrétariat du Conseil du Trésor  
du Canada

**Group: Health Services**  
**Expiry Date: 30 September 2011**

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

**Group: Health Services**  
**(all employees)**

**Expiry Date: 30 September 2011**

**Groupe : Services de santé**  
**Date d'expiration : le 30 septembre 2011**

**Canada**



The Professional Institute  
of the Public Service of Canada

L'Institut professionnel  
de la fonction publique du Canada



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Group: Health Services  
(all employees)

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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)



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\*\*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 Public Service Terms and Conditions of Employment Regulations 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 Dieticians, 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;
- (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, 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 daily 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, 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 daily 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**

**11.01** When the Employer requires an employee to be 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 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**

**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, 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 daily rate of pay on 30 September;
  - or
  - (C) upon request and with the approval of the Employer, 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, 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 daily 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.

**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 ten (10) days:

**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.

**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.

**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 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 days of earned but unused vacation leave with pay to the employee's credit by the daily 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**

**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 ten (10) days.

**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.

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

- (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:



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.

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- (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:

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

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

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
  - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his 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;

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- (iii) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay 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.

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- (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.
- (c) The total leave with pay which may be granted under subparagraphs (b)(i), (ii) and (iii) shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.

### **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:
  - (i) in or under the authority of a court of justice or before a grand jury;
  - (ii) before a court, judge, justice, magistrate or coroner;
  - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position;
  - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
  - or
  - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

#### **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 of Ste-Anne de Bellevue Hospital 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**

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#### **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.

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  - (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

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  - (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**

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

**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 clause 19.01 be pyramided.

**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**

Notwithstanding paragraph 19.01(b) 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 severance pay, provided that the appointing organization will accept the employee's Schedules I and IV of the *Financial Administration Act* service for its severance pay entitlement.

**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 Work Force 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.

**24.03** The Employer shall provide for a pre-employment physical examination including chest x-ray for each new NU employee, and for other employees at risk as determined by the Employer in accordance with the Occupational Health Evaluation Standard. The Employer shall also provide for employees a health evaluation in accordance with the Periodic Health Evaluation Standard.

## **ARTICLE 25 RECOGNITION**

**25.01** The Employer recognizes the Institute as the exclusive bargaining agent for all employees described in the certificate issued by the former Public Service Staff Relations Board on 10 June 1999 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.

**26.04** An employee who satisfies the Employer to the extent that he declares in an affidavit that he is a member of a religious organization 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.

**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.

**28.02** The Employer agrees to supply each employee with a copy of the collective agreement and any amendments thereto.

**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**

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

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:

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**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

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

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.

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**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.

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**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.

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- (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 44.08 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 Public Service Terms and Conditions of Employment Regulations, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;
- (v) no payment or no notification shall be made pursuant to paragraph 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**

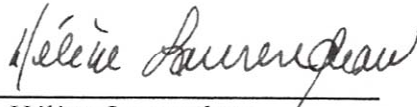
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**52.01** The duration of this Collective Agreement shall be from the date it is signed to 30 September 2011.

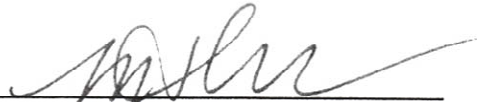
**52.02** Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is signed.

SIGNED AT OTTAWA, this 26th day of the month of August 2009.

THE TREASURY BOARD  
OF  
CANADA



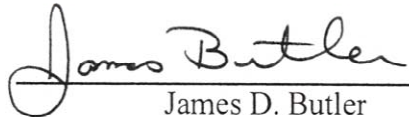
H el ene Laurendeau



Marc Thibodeau



John Park

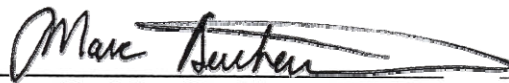


James D. Butler

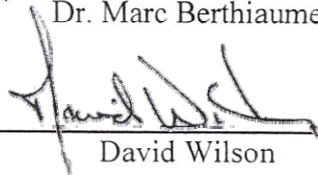


Cdr Dale Romeo

Chantale Fontaine

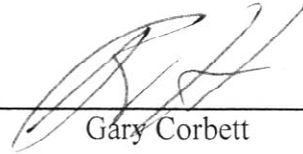


Dr. Marc Berthiaume

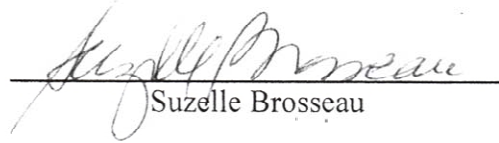


David Wilson

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SERVICE OF CANADA



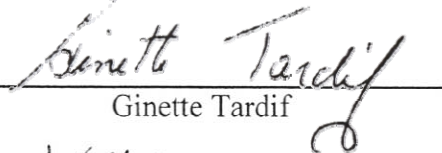
Gary Corbett



Suzelle Brosseau



Ralph Scandiffio



Ginette Tardif



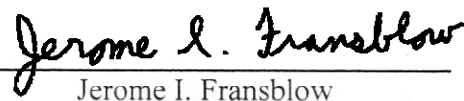
Katherine E. McKenzie



Sylvain Lefebvre



Deborah Chamney

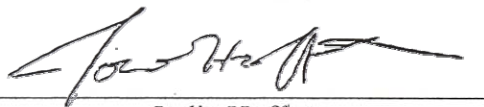


Jerome I. Fransblow

THE TREASURY BOARD  
OF  
CANADA



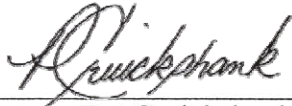
Elise Minguy



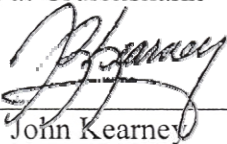
Jodie Hoffart



Marian Harymann



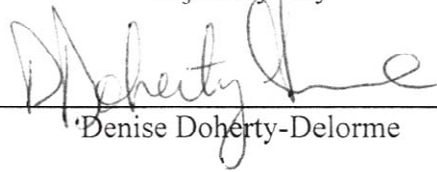
Pat Cruickshank



John Kearney

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Raj Khojratty



Denise Doherty-Delorme

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

(in dollars)

- A) Effective October 1, 2007**  
**B) Effective October 1, 2008**  
**C) Effective October 1, 2009**  
**D) Effective October 1, 2010**

**DE-1**

From:	\$	68890	72250	75607	78958	82317	85668	89095
To:	A	70474	73912	77346	80774	84210	87638	91144
	B	71531	75021	78506	81986	85473	88953	92511
	C	72604	76146	79684	83216	86755	90287	93899
	D	73693	77288	80879	84464	88056	91641	95307

**DE-2**

From:	\$	74808	78456	82109	85750	89399	93051	96772
To:	A	76529	80260	83998	87722	91455	95191	98998
	B	77677	81464	85258	89038	92827	96619	100483
	C	78842	82686	86537	90374	94219	98068	101990
	D	80025	83926	87835	91730	95632	99539	103520

**DE-3**

From:	\$	81380	85358	89330	93307	97279	101254	105304
To:	A	83252	87321	91385	95453	99516	103583	107726
	B	84501	88631	92756	96885	101009	105137	109342
	C	85769	89960	94147	98338	102524	106714	110982
	D	87056	91309	95559	99813	104062	108315	112647

**\*\*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, C and D scales of rates shown immediately below the employees former rate of pay.

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

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

- A) Effective October 1, 2007**
- B) Effective October 1, 2008**
- C) Effective October 1, 2009**
- D) Effective October 1, 2010**

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

From:	\$	73305	77002	80704	84405	88104	91806	95507
To:	A	74991	78773	82560	86346	90130	93918	97704
	B	76116	79955	83798	87641	91482	95327	99170
	C	77258	81154	85055	88956	92854	96757	100658
	D	78417	82371	86331	90290	94247	98208	102168

From:	\$	99206
To:	A	101488
	B	103010
	C	104555
	D	106123

**MD-MOF-2**

From:	\$	93622	97474	101329	105181	109181	113015
To:	A	95775	99716	103660	107600	111692	115614
	B	97212	101212	105215	109214	113367	117348
	C	98670	102730	106793	110852	115068	119108
	D	100150	104271	108395	112515	116794	120895

**MD-MOF-3**

From:	\$	108028	112501	116776	120877
To:	A	110513	115089	119462	123657
	B	112171	116815	121254	125512
	C	113854	118567	123073	127395
	D	115562	120346	124919	129306



**MD-MOF-4**

From:	\$	114103	118729	123243	127574
To:	A	116727	121460	126078	130508
	B	118478	123282	127969	132466
	C	120255	125131	129889	134453
	D	122059	127008	131837	136470

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

From:	\$	112287	116374	121029
To:	A	114870	119051	123813
	B	116593	120837	125670
	C	118342	122650	127555
	D	120117	124490	129468

**MD-MSP-2**

From:	\$	119636	123768	128469
To:	A	122388	126615	131424
	B	124224	128514	133395
	C	126087	130442	135396
	D	127978	132399	137427

**\*\*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 A, B, C and D 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, 2007**
- B) Effective October 1, 2008**
- C) Effective October 1, 2009**
- D) Effective October 1, 2010**

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

From:	\$	57183	58623	60153	61704	63251	64871	66557
To:	A	58498	59971	61537	63123	64706	66363	68088
	B	59375	60871	62460	64070	65677	67358	69109
	C	60266	61784	63397	65031	66662	68368	70146
	D	61170	62711	64348	66006	67662	69394	71198

From:	\$	68247
To:	A	69817
	B	70864
	C	71927
	D	73006

**ND-DIT-2**

From:	\$	64159	65874	67599	69571	71447	73321
To:	A	65635	67389	69154	71171	73090	75007
	B	66620	68400	70191	72239	74186	76132
	C	67619	69426	71244	73323	75299	77274
	D	68633	70467	72313	74423	76428	78433

**ND-DIT-3**

From:	\$	69009	70863	72897	74906	76999	79091
To:	A	70596	72493	74574	76629	78770	80910
	B	71655	73580	75693	77778	79952	82124
	C	72730	74684	76828	78945	81151	83356
	D	73821	75804	77980	80129	82368	84606

**ND-DIT-4**

From:	\$	79035	81211	83391	85568	87744	89922
To:	A	80853	83079	85309	87536	89762	91990
	B	82066	84325	86589	88849	91108	93370
	C	83297	85590	87888	90182	92475	94771
	D	84546	86874	89206	91535	93862	96193

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

From:	\$	59340	61171	63180	65166	67235	69303
To:	A	60705	62578	64633	66665	68781	70897
	B	61616	63517	65602	67665	69813	71960
	C	62540	64470	66586	68680	70860	73039
	D	63478	65437	67585	69710	71923	74135

**ND-ADV-2**

From:	\$	67031	69381	71725	74073	76529	78984
To:	A	68573	70977	73375	75777	78289	80801
	B	69602	72042	74476	76914	79463	82013
	C	70646	73123	75593	78068	80655	83243
	D	71706	74220	76727	79239	81865	84492

**ND-ADV-3**

From:	\$	74881	77720	80562	83391	86224	88543	90866
To:	A	76603	79508	82415	85309	88207	90579	92956
	B	77752	80701	83651	86589	89530	91938	94350
	C	78918	81912	84906	87888	90873	93317	95765
	D	80102	83141	86180	89206	92236	94717	97201

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

From:	\$	59606	61125	62658	64255	65915	67578
To:	A	60977	62531	64099	65733	67431	69132
	B	61892	63469	65060	66719	68442	70169
	C	62820	64421	66036	67720	69469	71222
	D	63762	65387	67027	68736	70511	72290

**ND-HME-2**

From:	\$	63555	65324	67106	68888	70734	72530	74326
To:	A	65017	66826	68649	70472	72361	74198	76035
	B	65992	67828	69679	71529	73446	75311	77176
	C	66982	68845	70724	72602	74548	76441	78334
	D	67987	69878	71785	73691	75666	77588	79509

**ND-HME-3**

From:	\$	69468	71429	73378	75413	77524	79539	81552
To:	A	71066	73072	75066	77147	79307	81368	83428
	B	72132	74168	76192	78304	80497	82589	84679
	C	73214	75281	77335	79479	81704	83828	85949
	D	74312	76410	78495	80671	82930	85085	87238

**ND-HME-4**

From:	\$	78233	80684	83124	85559	88089	90616
To:	A	80032	82540	85036	87527	90115	92700
	B	81232	83778	86312	88840	91467	94091
	C	82450	85035	87607	90173	92839	95502
	D	83687	86311	88921	91526	94232	96935

**\*\*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, C and D 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, 2007**  
B) **Effective October 1, 2008**  
C) **Effective October 1, 2009**  
D) **Effective October 1, 2010**

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

From:	\$	55248	56607	57974	59378	60783
To:	A	56519	57909	59307	60744	62181
	B	57367	58778	60197	61655	63114
	C	58228	59660	61100	62580	64061
	D	59101	60555	62017	63519	65022

**OP-2**

From:	\$	56869	58348	59835	61304	62845	64384
To:	A	58177	59690	61211	62714	64290	65865
	B	59050	60585	62129	63655	65254	66853
	C	59936	61494	63061	64610	66233	67856
	D	60835	62416	64007	65579	67226	68874

**OP-3**

From:	\$	60093	61693	63302	64903	66570	68236
To:	A	61475	63112	64758	66396	68101	69805
	B	62397	64059	65729	67392	69123	70852
	C	63333	65020	66715	68403	70160	71915
	D	64283	65995	67716	69429	71212	72994

**OP-4**

From:	\$	63619	65356	67101	68843	70654	72464
To:	A	65082	66859	68644	70426	72279	74131
	B	66058	67862	69674	71482	73363	75243
	C	67049	68880	70719	72554	74463	76372
	D	68055	69913	71780	73642	75580	77518



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

From:	\$	62850	64561	66273	67986	69753	71522	73293
To:	A	64296	66046	67797	69550	71357	73167	74979
	B	65260	67037	68814	70593	72427	74265	76104
	C	66239	68043	69846	71652	73513	75379	77246
	D	67233	69064	70894	72727	74616	76510	78405

From:	\$	75057	76828	78598
To:	A	76783	78595	80406
	B	77935	79774	81612
	C	79104	80971	82836
	D	80291	82186	84079

**OP-2**

From:	\$	66605	68466	70323	72187	74116	76045	77980
To:	A	68137	70041	71940	73847	75821	77794	79774
	B	69159	71092	73019	74955	76958	78961	80971
	C	70196	72158	74114	76079	78112	80145	82186
	D	71249	73240	75226	77220	79284	81347	83419

From:	\$	79908	81842	83776
To:	A	81746	83724	85703
	B	82972	84980	86989
	C	84217	86255	88294
	D	85480	87549	89618

**OP-3**

From:	\$	70650	72665	74683	76704	78795	80888	82976
To:	A	72275	74336	76401	78468	80607	82748	84884
	B	73359	75451	77547	79645	81816	83989	86157
	C	74459	76583	78710	80840	83043	85249	87449
	D	75576	77732	79891	82053	84289	86528	88761

From:	\$	85065	87158	89250
To:	A	87021	89163	91303
	B	88326	90500	92673
	C	89651	91858	94063
	D	90996	93236	95474

**OP-4**

From:	\$	75078	77274	79464	81654	83930	86204	88480
To:	A	76805	79051	81292	83532	85860	88187	90515
	B	77957	80237	82511	84785	87148	89510	91873
	C	79126	81441	83749	86057	88455	90853	93251
	D	80313	82663	85005	87348	89782	92216	94650

From:	\$	90759	93031	95306
To:	A	92846	95171	97498
	B	94239	96599	98960
	C	95653	98048	100444
	D	97088	99519	101951

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

From:	\$	59469	61044	62632	64211	65838	67472	69103
To:	A	60837	62448	64073	65688	67352	69024	70692
	B	61750	63385	65034	66673	68362	70059	71752
	C	62676	64336	66010	67673	69387	71110	72828
	D	63616	65301	67000	68688	70428	72177	73920

**OP-2**

From:	\$	62926	64648	66364	68086	69867	71645	73426
To:	A	64373	66135	67890	69652	71474	73293	75115
	B	65339	67127	68908	70697	72546	74392	76242
	C	66319	68134	69942	71757	73634	75508	77386
	D	67314	69156	70991	72833	74739	76641	78547

**OP-3**

From:	\$	66668	68522	70390	72250	74180	76113	78047
To:	A	68201	70098	72009	73912	75886	77864	79842
	B	69224	71149	73089	75021	77024	79032	81040
	C	70262	72216	74185	76146	78179	80217	82256
	D	71316	73299	75298	77288	79352	81420	83490

**OP-4**

From:	\$	70757	72777	74798	76828	78923	81071	83221
To:	A	72384	74451	76518	78595	80738	82936	85135
	B	73470	75568	77666	79774	81949	84180	86412
	C	74572	76702	78831	80971	83178	85443	87708
	D	75691	77853	80013	82186	84426	86725	89024

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

From:	\$	55334	56749	58173	59596	61056	62315	63576
To:	A	56607	58054	59511	60967	62460	63748	65038
	B	57456	58925	60404	61882	63397	64704	66014
	C	58318	59809	61310	62810	64348	65675	67004
	D	59193	60706	62230	63752	65313	66660	68009

**OP-2**

From:	\$	58448	59986	61529	63071	64670	66266
To:	A	59792	61366	62944	64522	66157	67790
	B	60689	62286	63888	65490	67149	68807
	C	61599	63220	64846	66472	68156	69839
	D	62523	64168	65819	67469	69178	70887

**OP-3**

From:	\$	61799	63470	65144	66812	68555	70299
To:	A	63220	64930	66642	68349	70132	71916
	B	64168	65904	67642	69374	71184	72995
	C	65131	66893	68657	70415	72252	74090
	D	66108	67896	69687	71471	73336	75201

**OP-4**

From:	\$	65470	67286	69097	70924	72808	74692
To:	A	66976	68834	70686	72555	74483	76410
	B	67981	69867	71746	73643	75600	77556
	C	69001	70915	72822	74748	76734	78719
	D	70036	71979	73914	75869	77885	79900

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

From:	\$	55334	56749	58173	59596	61056	62515	63973
To:	A	56607	58054	59511	60967	62460	63953	65444
	B	57456	58925	60404	61882	63397	64912	66426
	C	58318	59809	61310	62810	64348	65886	67422
	D	59193	60706	62230	63752	65313	66874	68433

**OP-2**

From:	\$	58448	59986	61529	63071	64670	66042	67412
To:	A	59792	61366	62944	64522	66157	67561	68962
	B	60689	62286	63888	65490	67149	68574	69996
	C	61599	63220	64846	66472	68156	69603	71046
	D	62523	64168	65819	67469	69178	70647	72112

**OP-3**

From:	\$	61799	63470	65144	66812	68555	70293	72031
To:	A	63220	64930	66642	68349	70132	71910	73688
	B	64168	65904	67642	69374	71184	72989	74793
	C	65131	66893	68657	70415	72252	74084	75915
	D	66108	67896	69687	71471	73336	75195	77054

**OP-4**

From:	\$	65470	67286	69097	70924	72808	74692	76576
To:	A	66976	68834	70686	72555	74483	76410	78337
	B	67981	69867	71746	73643	75600	77556	79512
	C	69001	70915	72822	74748	76734	78719	80705
	D	70036	71979	73914	75869	77885	79900	81916

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

From:	\$	56065	57572	59087	60589	62097	63657	65214
To:	A	57354	58896	60446	61983	63525	65121	66714
	B	58214	59779	61353	62913	64478	66098	67715
	C	59087	60676	62273	63857	65445	67089	68731
	D	59973	61586	63207	64815	66427	68095	69762

**OP-2**

From:	\$	60888	62518	64155	65791	67493	69196
To:	A	62288	63956	65631	67304	69045	70788
	B	63222	64915	66615	68314	70081	71850
	C	64170	65889	67614	69339	71132	72928
	D	65133	66877	68628	70379	72199	74022

**OP-3**

From:	\$	64442	66215	67988	69764	71610	73458
To:	A	65924	67738	69552	71369	73257	75148
	B	66913	68754	70595	72440	74356	76275
	C	67917	69785	71654	73527	75471	77419
	D	68936	70832	72729	74630	76603	78580

**OP-4**

From:	\$	68341	70272	72196	74129	76130	78132
To:	A	69913	71888	73857	75834	77881	79929
	B	70962	72966	74965	76972	79049	81128
	C	72026	74060	76089	78127	80235	82345
	D	73106	75171	77230	79299	81439	83580

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

From:	\$	65457	67142	68878	70615
To:	A	66963	68686	70462	72239
	B	67967	69716	71519	73323
	C	68987	70762	72592	74423
	D	70022	71823	73681	75539

**OP-2**

From:	\$	65779	67605	69436	71267	73158	75048
To:	A	67292	69160	71033	72906	74841	76774
	B	68301	70197	72098	74000	75964	77926
	C	69326	71250	73179	75110	77103	79095
	D	70366	72319	74277	76237	78260	80281

**OP-3**

From:	\$	69754	71738	73720	75703	77762	79820
To:	A	71358	73388	75416	77444	79551	81656
	B	72428	74489	76547	78606	80744	82881
	C	73514	75606	77695	79785	81955	84124
	D	74617	76740	78860	80982	83184	85386

**OP-4**

From:	\$	74111	76261	78417	80571	82806	85041
To:	A	75816	78015	80221	82424	84711	86997
	B	76953	79185	81424	83660	85982	88302
	C	78107	80373	82645	84915	87272	89627
	D	79279	81579	83885	86189	88581	90971

**\*\*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, C and D 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, 2007**  
**B) Effective October 1, 2008**  
**C) Effective October 1, 2009**  
**D) Effective October 1, 2010**

**PH-1**

From:	\$	64050	66268	68489	70784	73155	75605	78056
To:	A	65523	67792	70064	72412	74838	77344	79851
	B	66506	68809	71115	73498	75961	78504	81049
	C	67504	69841	72182	74600	77100	79682	82265
	D	68517	70889	73265	75719	78257	80877	83499

From:	\$	80508
To:	A	82360
	B	83595
	C	84849
	D	86122

**PH-2**

From:	\$	76123	79166	82532	85898	89264
To:	A	77874	80987	84430	87874	91317
	B	79042	82202	85696	89192	92687
	C	80228	83435	86981	90530	94077
	D	81431	84687	88286	91888	95488

**PH-3**

From:	\$	84219	87588	91092	94595	98099
To:	A	86156	89603	93187	96771	100355
	B	87448	90947	94585	98223	101860
	C	88760	92311	96004	99696	103388
	D	90091	93696	97444	101191	104939



**\*\*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, C and D 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, 2007**  
**B) Effective October 1, 2008**  
**C) Effective October 1, 2009**  
**D) Effective October 1, 2010**

**PS-1**

From:	\$	42133	43978	45818	47660	49502	51344	53191
To:	A	43102	44989	46872	48756	50641	52525	54414
	B	43749	45664	47575	49487	51401	53313	55230
	C	44405	46349	48289	50229	52172	54113	56058
	D	45071	47044	49013	50982	52955	54925	56899

**PS-2**

From:	\$	54335	56634	58944	61242	63549	65854
To:	A	55585	57937	60300	62651	65011	67369
	B	56419	58806	61205	63591	65986	68380
	C	57265	59688	62123	64545	66976	69406
	D	58124	60583	63055	65513	67981	70447

**PS-3**

From:	\$	63805	66446	69085	71733	74387
To:	A	65273	67974	70674	73383	76098
	B	66252	68994	71734	74484	77239
	C	67246	70029	72810	75601	78398
	D	68255	71079	73902	76735	79574

**PS-4**

From:	\$	71784	74807	77835	80861	83886
To:	A	73435	76528	79625	82721	85815
	B	74537	77676	80819	83962	87102
	C	75655	78841	82031	85221	88409
	D	76790	80024	83261	86499	89735

**PS-5**

From:	\$	80486	83930	87368	90644	93838
To:	A	82337	85860	89377	92729	95996
	B	83572	87148	90718	94120	97436
	C	84826	88455	92079	95532	98898
	D	86098	89782	93460	96965	100381

**\*\*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, C and D 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, 2007**
- B) Effective October 1, 2008**
- C) Effective October 1, 2009**
- D) Effective October 1, 2010**

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

From:	\$	43561	45321	47084	48847	50611	52375	54139
To:	A	44563	46363	48167	49970	51775	53580	55384
	B	45231	47058	48890	50720	52552	54384	56215
	C	45909	47764	49623	51481	53340	55200	57058
	D	46598	48480	50367	52253	54140	56028	57914

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

From:	\$	56957	58717	60479	62243	64007	65771	67535
To:	A	58267	60067	61870	63675	65479	67284	69088
	B	59141	60968	62798	64630	66461	68293	70124
	C	60028	61883	63740	65599	67458	69317	71176
	D	60928	62811	64696	66583	68470	70357	72244

**SW-SCW-2**

From:	\$	48099	50052	52010	53965	55917	57874
To:	A	49205	51203	53206	55206	57203	59205
	B	49943	51971	54004	56034	58061	60093
	C	50692	52751	54814	56875	58932	60994
	D	51452	53542	55636	57728	59816	61909

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

From:	\$	58945	60895	62854	64810	66760	68719
To:	A	60301	62296	64300	66301	68295	70300
	B	61206	63230	65265	67296	69319	71355
	C	62124	64178	66244	68305	70359	72425
	D	63056	65141	67238	69330	71414	73511

**SW-SCW-3**

From:	\$	53821	56015	58208	60407	62607	64801
To:	A	55059	57303	59547	61796	64047	66291
	B	55885	58163	60440	62723	65008	67285
	C	56723	59035	61347	63664	65983	68294
	D	57574	59921	62267	64619	66973	69318

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

From:	\$	61475	63670	65861	68062	70261	72453
To:	A	62889	65134	67376	69627	71877	74119
	B	63832	66111	68387	70671	72955	75231
	C	64789	67103	69413	71731	74049	76359
	D	65761	68110	70454	72807	75160	77504

**SW-SCW-4**

From:	\$	61483	63709	65926	68151	70383	72602
To:	A	62897	65174	67442	69718	72002	74272
	B	63840	66152	68454	70764	73082	75386
	C	64798	67144	69481	71825	74178	76517
	D	65770	68151	70523	72902	75291	77665

**SW-SCW-5**

From:	\$	72924	75630	78340	81049	83756	86466
To:	A	74601	77369	80142	82913	85682	88455
	B	75720	78530	81344	84157	86967	89782
	C	76856	79708	82564	85419	88272	91129
	D	78009	80904	83802	86700	89596	92496

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

From:	\$	45779	47563	49339	51125	52909
To:	A	46832	48657	50474	52301	54126
	B	47534	49387	51231	53086	54938
	C	48247	50128	51999	53882	55762
	D	48971	50880	52779	54690	56598

**SW-CHA-2**

From:	\$	52106	54146	56189	58232	60269
To:	A	53304	55391	57481	59571	61655
	B	54104	56222	58343	60465	62580
	C	54916	57065	59218	61372	63519
	D	55740	57921	60106	62293	64472

**SW-CHA-3**

From:	\$	61010	63108	65217	67311	69428
To:	A	62413	64559	66717	68859	71025
	B	63349	65527	67718	69892	72090
	C	64299	66510	68734	70940	73171
	D	65263	67508	69765	72004	74269

**\*\*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, C and D 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, 2007**  
**B) Effective October 1, 2008**  
**C) Effective October 1, 2009**  
**D) Effective October 1, 2010**

**VM-1**

From:	\$	59131	61542	63934	66347	69002
To:	A	60491	62957	65404	67873	70589
	B	61398	63901	66385	68891	71648
	C	62319	64860	67381	69924	72723
	D	63254	65833	68392	70973	73814

**VM-2**

From:	\$	68993	71703	74406	77109	80191
To:	A	70580	73352	76117	78883	82035
	B	71639	74452	77259	80066	83266
	C	72714	75569	78418	81267	84515
	D	73805	76703	79594	82486	85783

**VM-3**

From:	\$	76062	79063	82080	85093	88495
To:	A	77811	80881	83968	87050	90530
	B	78978	82094	85228	88356	91888
	C	80163	83325	86506	89681	93266
	D	81365	84575	87804	91026	94665

**VM-4**

From:	\$	85482	88251	90968	93351	96383
To:	A	87448	90281	93060	95498	98600
	B	88760	91635	94456	96930	100079
	C	90091	93010	95873	98384	101580
	D	91442	94405	97311	99860	103104

**VM-5**

From:	\$	93700	96395	99095	101796	104851
To:	A	95855	98612	101374	104137	107263
	B	97293	100091	102895	105699	108872
	C	98752	101592	104438	107284	110505
	D	100233	103116	106005	108893	112163

**\*\*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, C and D 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, 2007**  
**B) Effective October 1, 2008**  
**C) Effective October 1, 2009**  
**D) Effective October 1, 2010**

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

From: \$ 51062  
To: A 52236  
B 53020  
C 53815  
D 54622

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

From: \$ 54390 55086 55779  
To: A 55641 56353 57062  
B 56476 57198 57918  
C 57323 58056 58787  
D 58183 58927 59669

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

From: \$ 56463 57854 59233 60621 62014 63407 64801  
To: A 57762 59185 60595 62015 63440 64865 66291  
B 58628 60073 61504 62945 64392 65838 67285  
C 59507 60974 62427 63889 65358 66826 68294  
D 60400 61889 63363 64847 66338 67828 69318

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

From: \$ 60407 61988 63578 65157 66742 68327  
To: A 61796 63414 65040 66656 68277 69899  
B 62723 64365 66016 67656 69301 70947  
C 63664 65330 67006 68671 70341 72011  
D 64619 66310 68011 69701 71396 73091

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

From:	\$	61001	62694	64385	66076	67770	69454	71146
To:	A	62404	64136	65866	67596	69329	71051	72782
	B	63340	65098	66854	68610	70369	72117	73874
	C	64290	66074	67857	69639	71425	73199	74982
	D	65254	67065	68875	70684	72496	74297	76107

From:	\$	72835
To:	A	74510
	B	75628
	C	76762
	D	77913

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

From:	\$	64342	66244	68143	70049	71939	73838	75741
To:	A	65822	67768	69710	71660	73594	75536	77483
	B	66809	68785	70756	72735	74698	76669	78645
	C	67811	69817	71817	73826	75818	77819	79825
	D	68828	70864	72894	74933	76955	78986	81022

From:	\$	77645
To:	A	79431
	B	80622
	C	81831
	D	83058

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

From:	\$	68172	70415	72659	74911	77159	79405	81650
To:	A	69740	72035	74330	76634	78934	81231	83528
	B	70786	73116	75445	77784	80118	82449	84781
	C	71848	74213	76577	78951	81320	83686	86053
	D	72926	75326	77726	80135	82540	84941	87344

From:	\$	83896
To:	A	85826
	B	87113
	C	88420
	D	89746

**NU-CHN-7**

From:	\$	74628	77148	79659	82037	84686	87197	89712
To:	A	76344	78922	81491	83924	86634	89203	91775
	B	77489	80106	82713	85183	87934	90541	93152
	C	78651	81308	83954	86461	89253	91899	94549
	D	79831	82528	85213	87758	90592	93277	95967

From:	\$	92228
To:	A	94349
	B	95764
	C	97200
	D	98658

**NU-CHN-8**

From:	\$	82097	84827	87551	90280	92736	95730	98454
To:	A	83985	86778	89565	92356	94869	97932	100718
	B	85245	88080	90908	93741	96292	99401	102229
	C	86524	89401	92272	95147	97736	100892	103762
	D	87822	90742	93656	96574	99202	102405	105318

From:	\$	100823	103191
To:	A	103142	105564
	B	104689	107147
	C	106259	108754
	D	107853	110385

**\*\*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, 2007**
- B) Effective October 1, 2008**
- C) Effective October 1, 2009**
- D) Effective October 1, 2010**

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

From: \$ 54342  
 To: A 55592  
       B 56426  
       C 57272  
       D 58131

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

From: \$ 58089 58847  
 To: A 59425 60200  
       B 60316 61103  
       C 61221 62020  
       D 62139 62950

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

From: \$	59595	61099	62608	64116	65618	67129	68631
To: A	60966	62504	64048	65591	67127	68673	70210
B	61880	63442	65009	66575	68134	69703	71263
C	62808	64394	65984	67574	69156	70749	72332
D	63750	65360	66974	68588	70193	71810	73417

From: \$ 70144  
 To: A 71757  
       B 72833  
       C 73925  
       D 75034

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

From:	\$	60202	61664	63135	64594	66062	67523	68993
To:	A	61587	63082	64587	66080	67581	69076	70580
	B	62511	64028	65556	67071	68595	70112	71639
	C	63449	64988	66539	68077	69624	71164	72714
	D	64401	65963	67537	69098	70668	72231	73805

From:	\$	70462	71926
To:	A	72083	73580
	B	73164	74684
	C	74261	75804
	D	75375	76941

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

From:	\$	62367	63913	65457	66997	68543	70087	71630
To:	A	63801	65383	66963	68538	70119	71699	73277
	B	64758	66364	67967	69566	71171	72774	74376
	C	65729	67359	68987	70609	72239	73866	75492
	D	66715	68369	70022	71668	73323	74974	76624

From:	\$	73170	74715	76261
To:	A	74853	76433	78015
	B	75976	77579	79185
	C	77116	78743	80373
	D	78273	79924	81579

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

From:	\$	65614	67315	69010	70715	72412	74112	75809
To:	A	67123	68863	70597	72341	74077	75817	77553
	B	68130	69896	71656	73426	75188	76954	78716
	C	69152	70944	72731	74527	76316	78108	79897
	D	70189	72008	73822	75645	77461	79280	81095

From:	\$	77494	79190	80891
To:	A	79276	81011	82751
	B	80465	82226	83992
	C	81672	83459	85252
	D	82897	84711	86531



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

From:	\$	69224	71178	73135	75089	77041	79000	80951
To:	A	70816	72815	74817	76816	78813	80817	82813
	B	71878	73907	75939	77968	79995	82029	84055
	C	72956	75016	77078	79138	81195	83259	85316
	D	74050	76141	78234	80325	82413	84508	86596

From:	\$	82906	84863	86816
To:	A	84813	86815	88813
	B	86085	88117	90145
	C	87376	89439	91497
	D	88687	90781	92869

**NU-CHN-7**

From:	\$	76543	78783	81017	83261	85502	87743	89981
To:	A	78303	80595	82880	85176	87469	89761	92051
	B	79478	81804	84123	86454	88781	91107	93432
	C	80670	83031	85385	87751	90113	92474	94833
	D	81880	84276	86666	89067	91465	93861	96255

From:	\$	92231	94464	96710
To:	A	94352	96637	98934
	B	95767	98087	100418
	C	97204	99558	101924
	D	98662	101051	103453

**NU-CHN-8**

From:	\$	82097	84827	87551	90280	92736	95730	98454
To:	A	83985	86778	89565	92356	94869	97932	100718
	B	85245	88080	90908	93741	96292	99401	102229
	C	86524	89401	92272	95147	97736	100892	103762
	D	87822	90742	93656	96574	99202	102405	105318

From:	\$	100823	103191
To:	A	103142	105564
	B	104689	107147
	C	106259	108754
	D	107853	110385

**\*\*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, 2007**
- B) Effective October 1, 2008**
- C) Effective October 1, 2009**
- D) Effective October 1, 2010**

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

From: \$ 55938  
To: A 57225  
B 58083  
C 58954  
D 59838

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

From: \$ 59882 60491 61103  
To: A 61259 61882 62508  
B 62178 62810 63446  
C 63111 63752 64398  
D 64058 64708 65364

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

From: \$ 61107 62325 63548 64775 65999 67217 68445  
To: A 62512 63758 65010 66265 67517 68763 70019  
B 63450 64714 65985 67259 68530 69794 71069  
C 64402 65685 66975 68268 69558 70841 72135  
D 65368 66670 67980 69292 70601 71904 73217

From: \$ 69672  
To: A 71274  
B 72343  
C 73428  
D 74529

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

From:	\$	62346	63553	64771	65975	67190	68404	69617
To:	A	63780	65015	66261	67492	68735	69977	71218
	B	64737	65990	67255	68504	69766	71027	72286
	C	65708	66980	68264	69532	70812	72092	73370
	D	66694	67985	69288	70575	71874	73173	74471

From:	\$	70825	72035
To:	A	72454	73692
	B	73541	74797
	C	74644	75919
	D	75764	77058

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

From:	\$	64378	65682	66976	68263	69563	70863	72164
To:	A	65859	67193	68516	69833	71163	72493	73824
	B	66847	68201	69544	70880	72230	73580	74931
	C	67850	69224	70587	71943	73313	74684	76055
	D	68868	70262	71646	73022	74413	75804	77196

From:	\$	73464	74757	76050
To:	A	75154	76476	77799
	B	76281	77623	78966
	C	77425	78787	80150
	D	78586	79969	81352

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

From:	\$	67430	68901	70364	71830	73297	74772	76233
To:	A	68981	70486	71982	73482	74983	76492	77986
	B	70016	71543	73062	74584	76108	77639	79156
	C	71066	72616	74158	75703	77250	78804	80343
	D	72132	73705	75270	76839	78409	79986	81548

From:	\$	77703	79167	80636
To:	A	79490	80988	82491
	B	80682	82203	83728
	C	81892	83436	84984
	D	83120	84688	86259

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

From:	\$	70825	72574	74335	76084	77832	79590	81327
To:	A	72454	74243	76045	77834	79622	81421	83198
	B	73541	75357	77186	79002	80816	82642	84446
	C	74644	76487	78344	80187	82028	83882	85713
	D	75764	77634	79519	81390	83258	85140	86999

From:	\$	83075	84822	86567
To:	A	84986	86773	88558
	B	86261	88075	89886
	C	87555	89396	91234
	D	88868	90737	92603

**NU-CHN-7**

From:	\$	78101	80102	82097	84102	86099	88100	90099
To:	A	79897	81944	83985	86036	88079	90126	92171
	B	81095	83173	85245	87327	89400	91478	93554
	C	82311	84421	86524	88637	90741	92850	94957
	D	83546	85687	87822	89967	92102	94243	96381

From:	\$	92099	94091
To:	A	94217	96255
	B	95630	97699
	C	97064	99164
	D	98520	100651

**NU-CHN-8**

From:	\$	82097	84827	87551	90280	92736	95730	98454
To:	A	83985	86778	89565	92356	94869	97932	100718
	B	85245	88080	90908	93741	96292	99401	102229
	C	86524	89401	92272	95147	97736	100892	103762
	D	87822	90742	93656	96574	99202	102405	105318

From:	\$	100823	103191
To:	A	103142	105564
	B	104689	107147
	C	106259	108754
	D	107853	110385

**\*\*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, 2007**
- B) Effective October 1, 2008**
- C) Effective October 1, 2009**
- D) Effective October 1, 2010**

**REGION: MANITOBA****PENDING REGISTRATION**

From: \$		56572
To: A		57873
	B	58741
	C	59622
	D	60516

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

From: \$	60567	61216
To: A	61960	62624
	B	62889
	C	63832
	D	64789

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

From: \$	61867	63156	64456	65750	67041	68339
To: A	63290	64609	65938	67262	68583	69911
	B	64239	65578	66927	68271	69612
	C	65203	66562	67931	69295	70656
	D	66181	67560	68950	70334	71716

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

From: \$	62204	63460	64716	65964	67215	68474	69731
To: A	63635	64920	66204	67481	68761	70049	71335
	B	64590	65894	67197	68493	69792	71100
	C	65559	66882	68205	69520	70839	72167
	D	66542	67885	69228	70563	71902	73250

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

From:	\$	64347	65714	67073	68436	69799	71161	72518
To:	A	65827	67225	68616	70010	71404	72798	74186
	B	66814	68233	69645	71060	72475	73890	75299
	C	67816	69256	70690	72126	73562	74998	76428
	D	68833	70295	71750	73208	74665	76123	77574

From:	\$	73879
To:	A	75578
	B	76712
	C	77863
	D	79031

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

From:	\$	67576	69148	70727	72300	73877	75461	77032
To:	A	69130	70738	72354	73963	75576	77197	78804
	B	70167	71799	73439	75072	76710	78355	79986
	C	71220	72876	74541	76198	77861	79530	81186
	D	72288	73969	75659	77341	79029	80723	82404

From:	\$	78607
To:	A	80415
	B	81621
	C	82845
	D	84088

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

From:	\$	71161	73091	75024	76963	78890	80821	82760
To:	A	72798	74772	76750	78733	80704	82680	84663
	B	73890	75894	77901	79914	81915	83920	85933
	C	74998	77032	79070	81113	83144	85179	87222
	D	76123	78187	80256	82330	84391	86457	88530

From:	\$	84691
To:	A	86639
	B	87939
	C	89258
	D	90597

**NU-CHN-7**

From:	\$	78907	81174	83398	85624	87847	90077	92302
To:	A	80722	83041	85316	87593	89867	92149	94425
	B	81933	84287	86596	88907	91215	93531	95841
	C	83162	85551	87895	90241	92583	94934	97279
	D	84409	86834	89213	91595	93972	96358	98738

From:	\$	94513
To:	A	96687
	B	98137
	C	99609
	D	101103

**NU-CHN-8**

From:	\$	82097	84827	87551	90280	92736	95730	98454
To:	A	83985	86778	89565	92356	94869	97932	100718
	B	85245	88080	90908	93741	96292	99401	102229
	C	86524	89401	92272	95147	97736	100892	103762
	D	87822	90742	93656	96574	99202	102405	105318

From:	\$	100823	103191
To:	A	103142	105564
	B	104689	107147
	C	106259	108754
	D	107853	110385

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

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

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- B) Effective October 1, 2008**
- C) Effective October 1, 2009**
- D) Effective October 1, 2010**

**REGION: SASKATCHEWAN****PENDING REGISTRATION**

From:	\$	55754
To:	A	57036
	B	57892
	C	58760
	D	59641

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

From:	\$	59661	60347
To:	A	61033	61735
	B	61948	62661
	C	62877	63601
	D	63820	64555

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

From:	\$	61026	62396	63766	65139	66503
To:	A	62430	63831	65233	66637	68033
	B	63366	64788	66211	67637	69053
	C	64316	65760	67204	68652	70089
	D	65281	66746	68212	69682	71140

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

From:	\$	61750	63080	64412	65745	67070	68394
To:	A	63170	64531	65893	67257	68613	69967
	B	64118	65499	66881	68266	69642	71017
	C	65080	66481	67884	69290	70687	72082
	D	66056	67478	68902	70329	71747	73163



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

From:	\$	64097	65575	67058	68528	70012	71488	72972
To:	A	65571	67083	68600	70104	71622	73132	74650
	B	66555	68089	69629	71156	72696	74229	75770
	C	67553	69110	70673	72223	73786	75342	76907
	D	68566	70147	71733	73306	74893	76472	78061

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

From:	\$	67621	69394	71165	72936	74713	76478	78251
To:	A	69176	70990	72802	74614	76431	78237	80051
	B	70214	72055	73894	75733	77577	79411	81252
	C	71267	73136	75002	76869	78741	80602	82471
	D	72336	74233	76127	78022	79922	81811	83708

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

From:	\$	71536	73798	76060	78324	80583	82845	85106
To:	A	73181	75495	77809	80125	82436	84750	87063
	B	74279	76627	78976	81327	83673	86021	88369
	C	75393	77776	80161	82547	84928	87311	89695
	D	76524	78943	81363	83785	86202	88621	91040

**NU-CHN-7**

From:	\$	80117	82757	85391	88024	90661	93300	95930
To:	A	81960	84660	87355	90049	92746	95446	98136
	B	83189	85930	88665	91400	94137	96878	99608
	C	84437	87219	89995	92771	95549	98331	101102
	D	85704	88527	91345	94163	96982	99806	102619

**NU-CHN-8**

From:	\$	82097	84827	87551	90280	92736	95730	98454
To:	A	83985	86778	89565	92356	94869	97932	100718
	B	85245	88080	90908	93741	96292	99401	102229
	C	86524	89401	92272	95147	97736	100892	103762
	D	87822	90742	93656	96574	99202	102405	105318

From:	\$	100823	103191
To:	A	103142	105564
	B	104689	107147
	C	106259	108754
	D	107853	110385

**\*\*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, 2007**  
**B) Effective October 1, 2008**  
**C) Effective October 1, 2009**  
**D) Effective October 1, 2010**

**REGION: ALBERTA****PENDING REGISTRATION**

From:	\$	56572
To:	A	57873
	B	58741
	C	59622
	D	60516

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

From:	\$	60567	61216
To:	A	61960	62624
	B	62889	63563
	C	63832	64516
	D	64789	65484

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

From:	\$	61867	63156	64456	65750	67041	68339
To:	A	63290	64609	65938	67262	68583	69911
	B	64239	65578	66927	68271	69612	70960
	C	65203	66562	67931	69295	70656	72024
	D	66181	67560	68950	70334	71716	73104

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

From:	\$	62204	63460	64716	65964	67215	68474	69731
To:	A	63635	64920	66204	67481	68761	70049	71335
	B	64590	65894	67197	68493	69792	71100	72405
	C	65559	66882	68205	69520	70839	72167	73491
	D	66542	67885	69228	70563	71902	73250	74593

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

From:	\$	64347	65714	67073	68436	69799	71161	72518
To:	A	65827	67225	68616	70010	71404	72798	74186
	B	66814	68233	69645	71060	72475	73890	75299
	C	67816	69256	70690	72126	73562	74998	76428
	D	68833	70295	71750	73208	74665	76123	77574

From:	\$	73879
To:	A	75578
	B	76712
	C	77863
	D	79031

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

From:	\$	67576	69148	70727	72300	73877	75461	77032
To:	A	69130	70738	72354	73963	75576	77197	78804
	B	70167	71799	73439	75072	76710	78355	79986
	C	71220	72876	74541	76198	77861	79530	81186
	D	72288	73969	75659	77341	79029	80723	82404

From:	\$	78607
To:	A	80415
	B	81621
	C	82845
	D	84088

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

From:	\$	71161	73091	75024	76963	78890	80821	82760
To:	A	72798	74772	76750	78733	80704	82680	84663
	B	73890	75894	77901	79914	81915	83920	85933
	C	74998	77032	79070	81113	83144	85179	87222
	D	76123	78187	80256	82330	84391	86457	88530

From:	\$	84691
To:	A	86639
	B	87939
	C	89258
	D	90597

**NU-CHN-7**

From:	\$	78947	81174	83398	85638	87847	90077	92302
To:	A	80763	83041	85316	87608	89867	92149	94425
	B	81974	84287	86596	88922	91215	93531	95841
	C	83204	85551	87895	90256	92583	94934	97279
	D	84452	86834	89213	91610	93972	96358	98738

From:	\$	94513
To:	A	96687
	B	98137
	C	99609
	D	101103

**NU-CHN-8**

From:	\$	82097	84827	87551	90280	92736	95730	98454
To:	A	83985	86778	89565	92356	94869	97932	100718
	B	85245	88080	90908	93741	96292	99401	102229
	C	86524	89401	92272	95147	97736	100892	103762
	D	87822	90742	93656	96574	99202	102405	105318

From:	\$	100823	103191
To:	A	103142	105564
	B	104689	107147
	C	106259	108754
	D	107853	110385

**\*\*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, 2007**  
**B) Effective October 1, 2008**  
**C) Effective October 1, 2009**  
**D) Effective October 1, 2010**

**REGION: BRITISH COLUMBIA****PENDING REGISTRATION**

From:	\$	58114
To:	A	59451
	B	60343
	C	61248
	D	62167

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

From:	\$	62280	63029
To:	A	63712	64479
	B	64668	65446
	C	65638	66428
	D	66623	67424

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

From:	\$	63786	65284	66791	68295	69796	71303
To:	A	65253	66786	68327	69866	71401	72943
	B	66232	67788	69352	70914	72472	74037
	C	67225	68805	70392	71978	73559	75148
	D	68233	69837	71448	73058	74662	76275

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

From:	\$	64231	65694	67157	68620	70080	71544	73010
To:	A	65708	67205	68702	70198	71692	73190	74689
	B	66694	68213	69733	71251	72767	74288	75809
	C	67694	69236	70779	72320	73859	75402	76946
	D	68709	70275	71841	73405	74967	76533	78100

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

From:	\$	66337	67908	69468	71048	72612	74180	75743
To:	A	67863	69470	71066	72682	74282	75886	77485
	B	68881	70512	72132	73772	75396	77024	78647
	C	69914	71570	73214	74879	76527	78179	79827
	D	70963	72644	74312	76002	77675	79352	81024

From:	\$	77314
To:	A	79092
	B	80278
	C	81482
	D	82704

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

From:	\$	69496	71276	73051	74832	76604	78390	80170
To:	A	71094	72915	74731	76553	78366	80193	82014
	B	72160	74009	75852	77701	79541	81396	83244
	C	73242	75119	76990	78867	80734	82617	84493
	D	74341	76246	78145	80050	81945	83856	85760

From:	\$	81947
To:	A	83832
	B	85089
	C	86365
	D	87660

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

From:	\$	73010	75135	77267	79390	81524	83654	85785
To:	A	74689	76863	79044	81216	83399	85578	87758
	B	75809	78016	80230	82434	84650	86862	89074
	C	76946	79186	81433	83671	85920	88165	90410
	D	78100	80374	82654	84926	87209	89487	91766

From:	\$	87914
To:	A	89936
	B	91285
	C	92654
	D	94044

**NU-CHN-7**

From:	\$	80576	83007	85441	87870	90301	92731	95161
To:	A	82429	84916	87406	89891	92378	94864	97350
	B	83665	86190	88717	91239	93764	96287	98810
	C	84920	87483	90048	92608	95170	97731	100292
	D	86194	88795	91399	93997	96598	99197	101796

From:	\$	97589
To:	A	99834
	B	101332
	C	102852
	D	104395

**NU-CHN-8**

From:	\$	82097	84827	87551	90280	92736	95730	98454
To:	A	83985	86778	89565	92356	94869	97932	100718
	B	85245	88080	90908	93741	96292	99401	102229
	C	86524	89401	92272	95147	97736	100892	103762
	D	87822	90742	93656	96574	99202	102405	105318

From:	\$	100823	103191
To:	A	103142	105564
	B	104689	107147
	C	106259	108754
	D	107853	110385

**\*\*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, 2007**
- B) Effective October 1, 2008**
- C) Effective October 1, 2009**
- D) Effective October 1, 2010**

**REGION: YUKON TERRITORY, NORTHWEST TERRITORIES****PENDING REGISTRATION**

From: \$ 55938  
To: A 57225  
B 58083  
C 58954  
D 59838

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

From: \$ 59882 60491 61103  
To: A 61259 61882 62508  
B 62178 62810 63446  
C 63111 63752 64398  
D 64058 64708 65364

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

From: \$ 61107 62325 63548 64775 65999 67217 68445  
To: A 62512 63758 65010 66265 67517 68763 70019  
B 63450 64714 65985 67259 68530 69794 71069  
C 64402 65685 66975 68268 69558 70841 72135  
D 65368 66670 67980 69292 70601 71904 73217

From: \$ 69672  
To: A 71274  
B 72343  
C 73428  
D 74529



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

From:	\$	62346	63553	64771	65975	67190	68404	69617
To:	A	63780	65015	66261	67492	68735	69977	71218
	B	64737	65990	67255	68504	69766	71027	72286
	C	65708	66980	68264	69532	70812	72092	73370
	D	66694	67985	69288	70575	71874	73173	74471

From:	\$	70825	72035
To:	A	72454	73692
	B	73541	74797
	C	74644	75919
	D	75764	77058

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

From:	\$	64378	65682	66976	68263	69563	70863	72164
To:	A	65859	67193	68516	69833	71163	72493	73824
	B	66847	68201	69544	70880	72230	73580	74931
	C	67850	69224	70587	71943	73313	74684	76055
	D	68868	70262	71646	73022	74413	75804	77196

From:	\$	73464	74757	76050
To:	A	75154	76476	77799
	B	76281	77623	78966
	C	77425	78787	80150
	D	78586	79969	81352

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

From:	\$	67430	68901	70364	71830	73297	74772	76233
To:	A	68981	70486	71982	73482	74983	76492	77986
	B	70016	71543	73062	74584	76108	77639	79156
	C	71066	72616	74158	75703	77250	78804	80343
	D	72132	73705	75270	76839	78409	79986	81548

From:	\$	77703	79167	80636
To:	A	79490	80988	82491
	B	80682	82203	83728
	C	81892	83436	84984
	D	83120	84688	86259

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

From:	\$	70825	72574	74335	76084	77832	79590	81327
To:	A	72454	74243	76045	77834	79622	81421	83198
	B	73541	75357	77186	79002	80816	82642	84446
	C	74644	76487	78344	80187	82028	83882	85713
	D	75764	77634	79519	81390	83258	85140	86999

From:	\$	83075	84822	86567
To:	A	84986	86773	88558
	B	86261	88075	89886
	C	87555	89396	91234
	D	88868	90737	92603

**NU-CHN-7**

From:	\$	78101	80102	82097	84102	86100	88100	90099
To:	A	79897	81944	83985	86036	88080	90126	92171
	B	81095	83173	85245	87327	89401	91478	93554
	C	82311	84421	86524	88637	90742	92850	94957
	D	83546	85687	87822	89967	92103	94243	96381

From:	\$	92099	94091
To:	A	94217	96255
	B	95630	97699
	C	97064	99164
	D	98520	100651

**NU-CHN-8**

From:	\$	82097	84827	87551	90280	92736	95730	98454
To:	A	83985	86778	89565	92356	94869	97932	100718
	B	85245	88080	90908	93741	96292	99401	102229
	C	86524	89401	92272	95147	97736	100892	103762
	D	87822	90742	93656	96574	99202	102405	105318

From:	\$	100823	103191
To:	A	103142	105564
	B	104689	107147
	C	106259	108754
	D	107853	110385

**\*\*APPENDIX "A-2"**

**NU - NURSING GROUP**  
**SUBGROUP: NURSING CONSULTANTS (CON)**  
**ANNUAL RATES OF PAY**  
(in dollars)

- A) Effective October 1, 2007**
- B) Effective October 1, 2008**
- C) Effective October 1, 2009**
- D) Effective October 1, 2010**

**NU-CON-1**

From:	\$	76550	78940	81316	83699	86080	88462	90844
To:	A	78311	80756	83186	85624	88060	90497	92933
	B	79486	81967	84434	86908	89381	91854	94327
	C	80678	83197	85701	88212	90722	93232	95742
	D	81888	84445	86987	89535	92083	94630	97178

From:	\$	93223	95602	97988
To:	A	95367	97801	100242
	B	96798	99268	101746
	C	98250	100757	103272
	D	99724	102268	104821

**\*\*APPENDIX "A-3"**

**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, 2007
- B) Effective October 1, 2008
- C) Effective October 1, 2009
- D) Effective October 1, 2010

**PENDING REGISTRATION**

From:	\$	58114
To:	A	59451
	B	60343
	C	61248
	D	62167

**NU-CHN-1**

From:	\$	62280	63029
To:	A	63712	64479
	B	64668	65446
	C	65638	66428
	D	66623	67424

**NU-CHN-2**

From:	\$	62321	63786	65284	66791	68295	69796	71303
To:	A	63754	65253	66786	68327	69866	71401	72943
	B	64710	66232	67788	69352	70914	72472	74037
	C	65681	67225	68805	70392	71978	73559	75148
	D	66666	68233	69837	71448	73058	74662	76275

**NU-CHN-3**

From:	\$	62798	64231	65694	67157	68620	70080	71544
To:	A	64242	65708	67205	68702	70198	71692	73190
	B	65206	66694	68213	69733	71251	72767	74288
	C	66184	67694	69236	70779	72320	73859	75402
	D	67177	68709	70275	71841	73405	74967	76533

From:	\$	73010
To:	A	74689
	B	75809
	C	76946
	D	78100

**NU-CHN-4**

From:	\$	64802	66337	67908	69468	71048	72612	74180
To:	A	66292	67863	69470	71066	72682	74282	75886
	B	67286	68881	70512	72132	73772	75396	77024
	C	68295	69914	71570	73214	74879	76527	78179
	D	69319	70963	72644	74312	76002	77675	79352

From:	\$	75743	77314
To:	A	77485	79092
	B	78647	80278
	C	79827	81482
	D	81024	82704

**\*\*APPENDICES “A-1”, “A-2” and “A-3”****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, C and D 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 "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 C, D, E, F, G, H, I, J, K, L and M shall be effective on the date of signature of this collective agreement.

SIGNED AT OTTAWA, this 26th day of the month of August 2009.

THE TREASURY BOARD  
OF  
CANADA

THE PROFESSIONAL  
INSTITUTE OF THE PUBLIC  
SERVICE OF CANADA



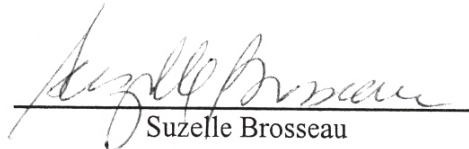
Hélène Laurendeau



Gary Corbett



Marc Thibodeau



Suzelle Brosseau

**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 the first (1st) day of the month following the month during which this agreement is signed and ending 30 September 2011, 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	\$19,150	\$73.40
MD-MOF-2	\$20,200	\$77.43
MD-MOF-3	\$21,750	\$83.37
MD-MOF-4	\$30,750	\$117.87
MD-MSP-1	\$21,750	\$83.37
MD-MSP-2	\$30,750	\$117.87

- (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.

**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 2011, 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 the first (1st) day of the month following the month during which this agreement is signed and ending 30 September 2011, 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>TERMINABLE ALLOWANCE</b>		
	<b>Annual Amount</b>	<b>Daily Amount</b>
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) 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 "I"**

**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 2011, 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 2011, 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 appendixes.
  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 SUB-GROUP 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 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 the first (1st) day of the month following the month during which this Agreement is signed and ending 30 September 2011, 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

- (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 2011, 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 shall endeavour to finalize the implementation of the Second on Standby policy for the remaining 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 establish a joint committee comprising equal representation. The Committee will, with a view of ensuring consistency of application between regions and zones, review 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**

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## General

### Application

This Appendix applies to all employees.

Unless explicitly specified, the provisions contained in Parts I to VI do not apply to alternative delivery initiatives.

### Collective agreement

With the exception of those provisions for which the Public Service Commission (PSC) is responsible, this Appendix is part of this 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 organization 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 retrained (including number of salary months used in such training); the levels of

positions to which employees are appointed and the cost of any salary protection; and the number, types, and amounts of lump sums paid to employees.

This information will be used by the Treasury Board Secretariat to carry out its periodic audits.

\*\*

### **References**

The primary references for the subject of 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://www.laws.justice.gc.ca/en/showdoc/cr/SOR-2005-376/bo-ga:s\\_1::bo-ga:s\\_2/20090930/en?page=1](http://www.laws.justice.gc.ca/en/showdoc/cr/SOR-2005-376/bo-ga:s_1::bo-ga:s_2/20090930/en?page=1)

*Public Service Employment Act*

Public Service Employment Regulations

*Public Service Labour Relations Act*

*Public Service Superannuation Act*

Public Service Terms and Conditions of Employment Regulations

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.

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**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.

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**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.

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**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**

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**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.

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**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**

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**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).

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## 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 Public Service Terms and Conditions of Employment Regulations, the terms of the collective agreement referred to therein and/or the applicable compensation plan will continue to apply to unrepresented and excluded employees until modified by the new employer or by the PSLRB pursuant to a successor rights application;
- (iii) recognition of continuous employment in the Core Public Administration, as defined in the Public Service Terms and Conditions of Employment Regulations, for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights;
- (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**

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**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.

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**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.

**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.

**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/index-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”**

**LETTER OF UNDERSTANDING  
CONCERNING THE HEALTH SERVICES GROUP  
RE: RECRUITMENT AND RETENTION STUDY**

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, during the life of the agreement, to conduct a recruitment and retention study to identify and analyze recruitment and retention issues for each classification in the bargaining unit.

Specifically, the study, while not limited to, would compare the compensation package with internal and external comparators (rates of pay, allowances and leaves) and other related benefits. The Study would also be tasked with recommending curative options, if possible, to address and resolve the identified issues in recruitment and retention for each of the classifications in the Health Services Group.

The Study shall be co-chaired by the Treasury Board and the Professional Institute of the Public Service of Canada. If required, outside consultant expenses shall be paid by the Treasury Board. 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.

The parties agree to identify the co-chairs and meet within one hundred and twenty (120) days of the signing date to establish the constituents (membership) and the terms of reference.

The Parties agree to finalize the results and recommendations no later than sixty (60) days prior to the expiry date of this Collective Agreement unless mutually agreed to otherwise.